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Emergency Response Cleanup Services Contracts (ERCS)

Users Manual

Emergency Response Cleanup Services Contracts (ERCS)

USERS' MANUAL

OSWER Directive 9242.2-01B

EMERGENCY RESPONSE DIVISION
OFFICE OF EMERGENCY AND REMEDIAL RESPONSE
U.S. ENVIRONMENTAL PROTECTION AGENCY
WASHINGTON, D.C. 20460

NOTICE

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LIST OF ACRONYMS

BOA	Basic Ordering Agreement
CEAT	Contractor Evidence Audit Team
CERCLA	Comprehensive Environmental Response, Compensation, and Liability Act of 1980 (P.L. 96-510), as Amended by the Superfund Amendments and Reauthorization Act of 1986 (SARA)
CLP	Contract Laboratory Program
CPAF	Cost-Plus-Award-Fee
CWA	Clean Water Act
DPO	Regional ERCS Deputy Project Officer
ERD	Emergency Response Division
ERCS	Emergency Response Cleanup Services Contracts
FIT	Field Investigation Team Zone Contracts
HSCD	Hazardous Site Control Division
HSED	Hazardoud Site Evaluation Division
LUST	Leaking Underground Storage Tank Trust Fund
MSHA	Mine Safety and Health Administration
NCP	National Contingency Plan
NEIC	National Enforcement Investigations Center
NIOSH	National Institute of Occupational Safety and Health
NPL	National Priorities List
OERR	Office of Emergency and Remedial Response
OSC	On-Scene Coordinator
OSHA	Occupational Safety and Health Administration
OUST	Office of Underground Storage Tanks
OWPE	Office of Waste Programs Enforcement
PCMD	Procurement and Contracts Management Division
PO	Headquarters ERCS Project Officer
POLREPs	Pollution Reports
QAMS	Quality Assurance Management Staff
RCRA	Resource Conservation and Recovery Act of 1978 (P.L. 94-580)
REM	Remedial Planning Contracts
SARA	Superfund Amendments and Reauthorization Act of 1986
SMO	Sample Management Office
TAT	Technical Assistance Team

LIST OF ACRONYMS (Continued)

TDD	Technical Direction Document
TES	Technical Enforcement Support Contracts
USCG	U.S. Coast Guard
UST	Underground Storage Tanks

CHAPTER I

INTRODUCTION

CHAPTER I

INTRODUCTION

The U.S. Environmental Protection Agency (EPA) has established a contracting network of Emergency Response Cleanup Services (ERCS) contractors to support the Superfund removal program. The ERCS contracts are used to procure services necessary to respond to hazardous substance releases or threats of releases, including releases at "known" hazardous substance sites.

The purpose of this users' manual is to establish a standard set of operating and management procedures to assist EPA Headquarters and Regional personnel, and personnel from other Federal agencies (e.g., U.S. Coast Guard) authorized to use the ERCS contracts, in using the contracts efficiently and effectively. In addition, the users' manual discusses coordinating the use of the ERCS contracts with other entities involved with the Superfund program (e.g., the Superfund remedial program and interactions with state and local governments).

In addition to providing a reference for using the ERCS contracts, the manual can be used to train and/or inform parties who regularly interact with or who are interested in the ERCS program including:

- Existing or new EPA or other Federal personnel responsible for management of the ERCS contracts

- EPA personnel from other parts of the Superfund program (e.g., remedial, enforcement, state coordination, community relations, financial management)

- Federal, state and local officials and their contractors.

The remainder of the introduction describes the structure of the manual and briefly discusses instructions for its use.

1. STRUCTURE OF THE USERS' MANUAL

The users' manual places into perspective the key relationships among the basic components required to manage and implement a removal action through use of services (e.g., personnel, equipment, and materials) provided under each of the ERCS contracts. A summary of the contract management components required is illustrated in Exhibit I-1. The users' manual has been organized around these components. A brief description of the contents of each of the chapters is provided below:

Chapter II -- Scope and Provisions of the Cleanup Services Contracts describes general contract background information; the terms and conditions of the contracts and contractor requirements; the contract Statement of Work; and contractor resources and responsibilities.

Chapter III -- ERCS Contract Management: Roles and Responsibilities highlights the organization and key management roles, responsibilities, and interactions of Federal and contractor personnel (e.g., Project Officer, Contracting Officer, Deputy Project Officers, OSCs, and contractor Program and Response Managers).

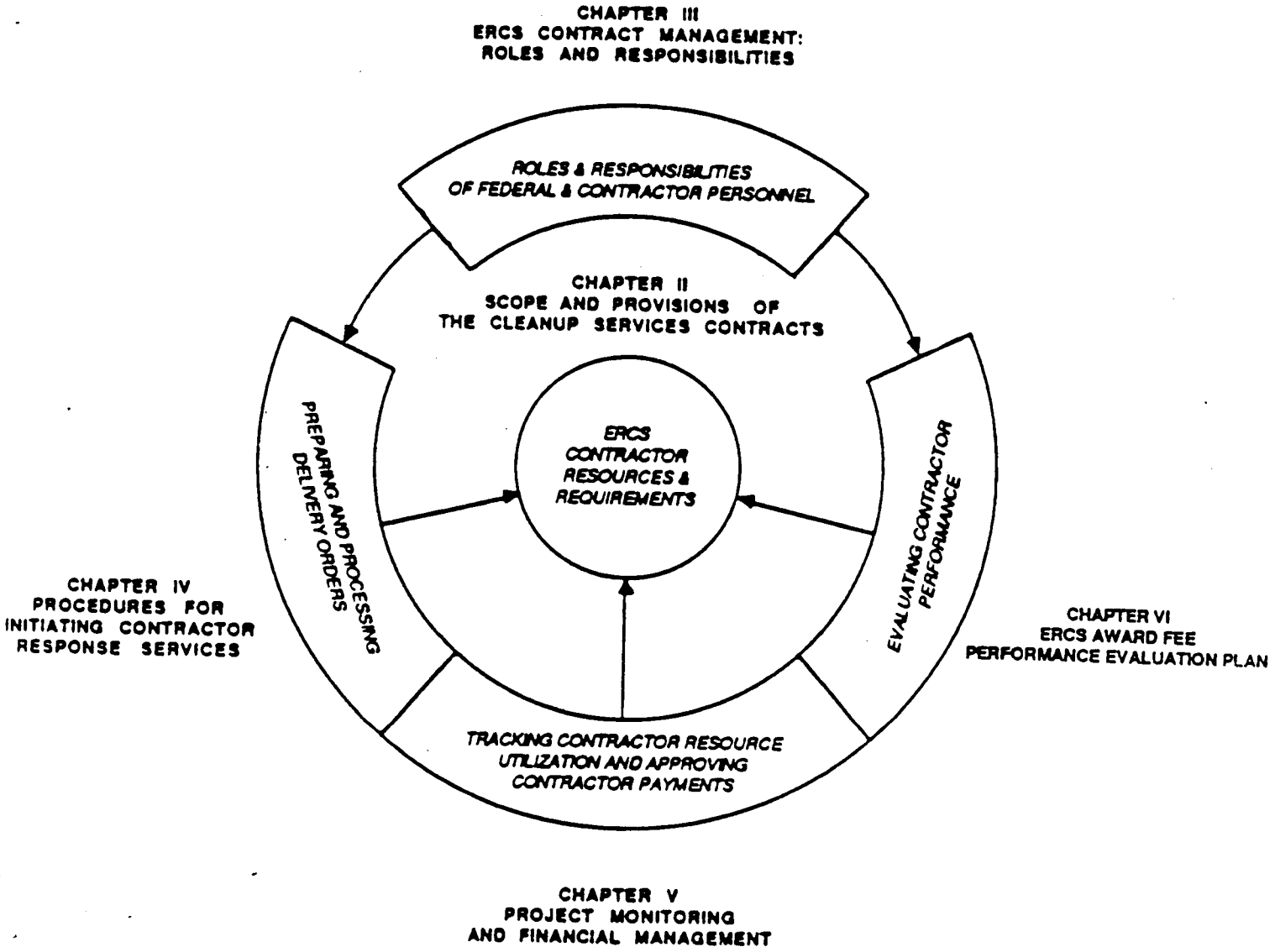
Chapter IV -- Procedures for Initiating Contractor Response Services discusses contractor selection criteria, the preparation and processing of Delivery Orders, Delivery Order modifications, Stop Work Orders, and Project Site Files, and includes detailed instructions for the completion of all required forms.

Chapter V -- Project Monitoring and Financial Management emphasizes the procedures for monitoring services performed by the contractor and certifying invoices submitted for payment, including daily project tracking and reporting requirements of the OSC and contractor.

Chapter VI -- Award Fee Performance Evaluation Plan describes the award fee process, the roles and responsibilities of OSCs, DPOs and Headquarters personnel in implementing the award fee process, and the specific forms and procedures that are to be used in evaluating contractor performance.

EXHIBIT I-1

Contract Management Components And Users' Manual Organization



Chapter VII -- Interactions With Other EPA Superfund Program Contractors and Federal, State and Local Agencies briefly summarizes the functions of other Superfund contracts; the situations in which the ERCS contractors may interact with other Superfund contractors or military or civilian entities; and basic guidelines to follow to help coordinate their interactions.

The last chapter (Chapter VII) is included as a reference for ERCS contracts users for coordinating their efforts with other EPA offices or divisions and other agencies involved with the Superfund program. However, the chapter does not discuss specific procedures concerning Superfund programmatic requirements (e.g., procedures for OSCs to follow in requesting funding authorization from EPA Headquarters). For more detail on these subjects, users should consult current guidance documents specific to those areas. Suggested references available as of this printing are listed in the bibliography.

2. USING THE MANUAL

The ERCS contracting network consists of two groups of contractors: four (4) ERCS zone contracts, and several separate ERCS Regional contracts ("Mini-ERCS"). The types of cleanup services both groups of contractors are required to provide are essentially identical. However, differences between the two groups of ERCS contracts do exist, particularly with respect to quantities of contractor resources, geographical coverage, and response-time requirements. Similarities and differences between the two groups of contractors are highlighted in Chapter II. The management and operating procedures described in the following chapters of the manual are applicable to the use of contractors from either group. Variations in procedures used for a specific group are noted appropriately.

The information contained in the manual has been organized to permit OSCs, DPOs, ERCS contractor personnel and other Superfund contractors involved with the removal program (e.g., TAT contractors) to have easy access to specific

procedures pertaining to ERCS contract management. Each chapter is separated by a tab labeled with the area of contract management covered in the chapter. Following the tab is a table of contents indicating the pages where detailed discussions of specific procedures and forms can be found in the chapter. The loose leaf format will facilitate updating and will enable users to supplement the text with notes and pertinent references appropriate to their own activities.

* * * * *

The remainder of this manual describes the procedures to be followed by Federal personnel in using the ERCS contracts. The first topic, "Scope and Provisions of the Cleanup Services Contract," highlights the services that can be obtained through the ERCS contracts, and contractor resources, requirements and responsibilities.

CHAPTER II

SCOPE AND PROVISIONS OF THE CLEANUP SERVICES CONTRACTS

CHAPTER II

SCOPE AND PROVISIONS OF THE CLEANUP SERVICES CONTRACTS

KEY TOPICS

	Page
. Contract Background Information	II-2
. ERCS Zone Contracts	II-4
. ERCS Regional Contracts ("Mini-ERCS")	II-5
. Contract Services, Resources and Requirements	II-7
. Cleanup and Response Related Services	II-7
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CHAPTER II
SCOPE AND PROVISIONS OF THE CLEANUP SERVICES CONTRACTS

The U.S. Environmental Protection Agency (EPA) and the U.S. Coast Guard (USCG) have management responsibility for all Federally funded emergency and removal cleanup operations at oil and hazardous substances releases. To provide implementation support to EPA and USCG, the Agency employs an Emergency Response Cleanup Services (ERCS) contracting network which consists of two groups of contracts: four (4) ERCS zone contracts, and several separate ERCS Regional contracts.* These two groups of contracts are similar in terms of the types of services provided by each, but differ with respect to quantities of contract resources, geographical coverage, and response-time requirements. The ERCS contracts replaced the Interim Emergency Procurement Procedures under which removals had been conducted in the early years of the Superfund program.

As illustrated in Exhibit II-1, this chapter describes pertinent background information, and the technical scope of services, resources, and requirements of the contracts awarded under the ERCS contracting network. Similarities and differences between the two groups of ERCS contracts are described in the following section.

1. CONTRACT BACKGROUND INFORMATION

The following sections highlight background information applicable to contracts awarded under the ERCS contracting network and include discussions of the types of contracts, periods of performance, and other general descriptive information pertaining to the contracts.

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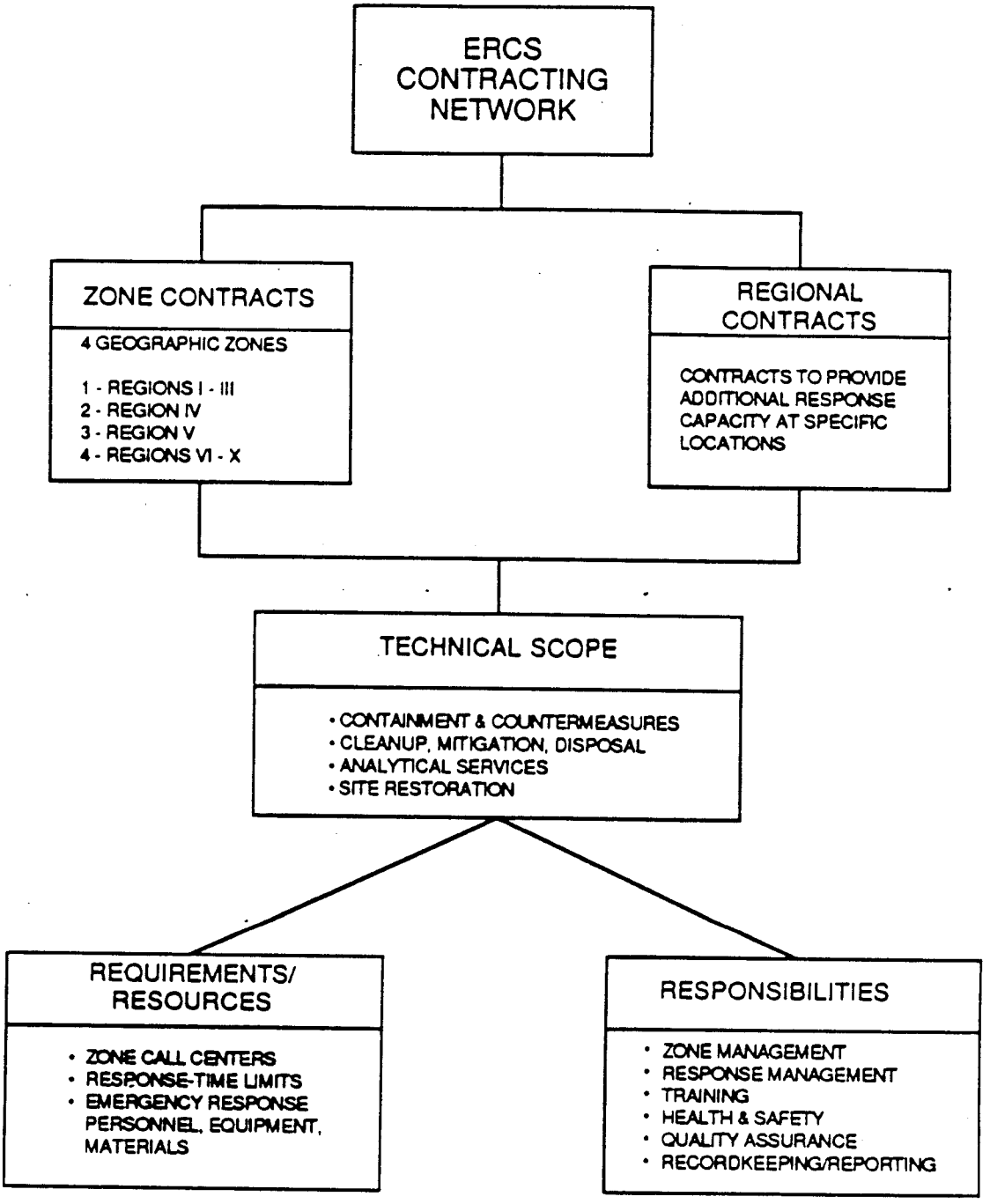
* The ERCS Regional contracts are also known as Mini-ERCS.

EXHIBIT II-1

ERCS Contracting Network at a Glance



1.1 ERCS Zone Contracts

Type of Contract

An indefinite quantity, fixed rate, cost-plus-award-fee (CPAF), Delivery Order contract has been awarded to provide emergency response cleanup services for each of the following four zones:

Zone 1 - EPA Regions I - III
Zone 2 - EPA Region IV
Zone 3 - EPA Region V
Zone 4 - EPA Region VI - X.

This type of contract provides for the furnishing of an indefinite quantity, within stated limits, of specific services, equipment and materials during the contract period. The delivery of cleanup services will be scheduled by the placement of orders to the contractors. In order to retain and manage the distribution of cleanup personnel, equipment and materials required, each contract also provides for a management effort that will be performed on a cost-plus-award-fee basis. The management effort encompasses all managerial, financial, administrative and clerical functions necessary to support and track performance of the program. Included in the management effort are a 24-hour (ZONE) Call Center and a Quality Assurance Program.

Each contract provides that the Government will order a stated minimum quantity of services, and that the contractor will furnish the minimum and any additional quantities, not to exceed a stated maximum. The minimum amounts represent the Government's obligation and are in addition to estimated costs and fees negotiated for the management effort associated with each contract. They are also in addition to the amounts included in the Award Fee Pool for each zone (discussed in Chapter VI).

Period of Performance

The base period for each ERCS Zone contract is one year from the effective date, with options to extend the contract for three additional one-year terms.

Zone Crossover

An ERCS Zone contractor may be used to support Federal OSCs in a Zone other than the contractor's assigned geographical Zone. Zone crossovers may occur in situations such as the following:

- The contractor has an actual, potential, or apparent conflict of interest in conducting a specific removal action
- The stated maximum quantity of services from a specific Zone contractor has already been ordered
- The Government determines that it is in its best interest to use the services of an alternate Zone contractor.

Any use of one contractor by an EPA Region in another Zone must be coordinated by the appropriate ERCS DPOs, Project Officer, and Contracting Officer (See Chapter IV, Section 1.5, for Zone crossover procedures).*

1.2 ERCS Regional Contracts ("Mini-ERCS")

The Agency also is in the process of awarding several separate ERCS contracts to provide the Regions with additional contractor resources to

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* With the award of several ERCS Regional contracts to provide additional quantities of contractor resources within a Zone, there probably will be no need for Zone crossover. However, the Zone crossover provision will stay in effect throughout the period of performance of the Zone contracts as a safeguard against response resource shortages within Zones.

conduct removal actions. Like the Zone contracts, the ERCS Regional contracts are indefinite quantity, fixed rate, CPAF Delivery Order contracts, and each ERCS Regional contractor is responsible for both response-related and program-management-related services (e.g., contractor response preparedness). Moreover, the contract Statements of Work for the Zone contracts and Regional contracts are essentially identical. The primary differences between the two groups of contracts are with respect to quantities of contractor resources, geographical coverage, and response time requirements.

Differences or limitations of the ERCS Regional contracts* as compared to the ERCS Zone contracts include:

- Quantities of resources available provide a more limited response capacity

- Required geographical coverage of response services is localized with respect to EPA Regions

- Required response time limits vary

- Underground Storage Tank (UST) cleanup services are not covered

- Services for oil spill response are not available under Mini-ERCS.

The remainder of the chapter highlights contractor services, resources and requirements applicable to both Zone and Regional ERCS contracts. However, the reader should keep in mind the differences in the scope and provisions of the two groups of ERCS contracts as cited above.

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* It is expected that all ERCS contractors will be used to conduct removal actions. Guidance on the selection of ERCS contractors is presented in Chapter IV.

In addition to the Zone and Regional contracts, EPA is considering the possibility of developing site-specific contracts for sites that have longer lead times (i.e., at least four months). Specific details on these contracts will be provided when they become available.

2. CONTRACT SERVICES, RESOURCES AND REQUIREMENTS

The following sections describe the required contractor resources for cleanup and response related services and for program-management-related services.

2.1 Cleanup and Response Related Services

Each ERCS contractor is required to provide all personnel, equipment, and materials to conduct removals in response to oil or hazardous substances releases within specific time limits and according to the Statement of Work contained in a Delivery Order. (Responses to oil releases normally will be conducted under the USCG's Basic Ordering Agreement [BOA] contracting system for implementing responses under Section 311 of the CWA.) Under the direction of the OSC, the contractor must provide any services that may be required to mitigate or eliminate any hazard or damage to the environment resulting from such releases. The sections below describe the technical scope of services and contractor resources and responsibilities each ERCS contractor is required to fulfill.

Technical Scope of Services

The ERCS contractor may be requested to perform the following types of activities in completing a removal action:*

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* The ERCS zone contract Statement of Work is included in Appendix A.

- Containment and Countermeasures -- The contractor will be required to take the necessary defensive actions at a spill or release site to contain the pollutant in order to protect public health and welfare and the environment. Exhibit II-2 lists typical defensive actions that might be taken in response to a release.

- Cleanup, Mitigation and Disposal -- Physical collection and temporary storage of pollutants may be undertaken following, or in lieu of, treatment action. Example collection methods are listed in Exhibit II-2. Actions to recover a pollutant from affected media include the use of chemicals for flocculation, coagulation, neutralization and separation as well as other methods listed in the exhibit. Following removal and/or temporary storage, any contaminated material must be disposed of in accordance with all appropriate Federal, state and local regulations. The OSC must consult "Procedures for Planning and Implementing Off-Site Response Actions," May 6, 1985 (Memorandum from Jack McGraw, Acting Assistant Administrator, to Regional Administrators, Regions I-X). The OSC has the option to accomplish disposal through this contract or through other contractual mechanisms at the OSC's discretion. The contractor is responsible for obtaining all necessary transportation and disposal permits. EPA will appear on the manifest as the generator.

- Restoration -- The contractor is required to repair or replace material damaged during the removal and to restore the damaged environment to as near pre-emergency conditions as possible. Examples of such actions include: regrading, soil replacement, reseeding or replanting, and restocking fish and wildlife.

EXHIBIT II-2
REPRESENTATIVE CLEANUP ACTIVITIES AT ERCS RESPONSES

Defensive Actions to Protect Public Health and the Environment

- Sampling and analysis to determine the source and spread of the pollutant and disposal options
- Containing the release at its source and preventing further acute flow of the pollutant
- Controlling the source of discharge
- Restraining the spread of the pollutant by the use of chemicals
- Placing physical barriers to deter the spread of the pollutant
- Constructing slurry trenches
- Placing diversionary booms
- Moving earth
- Handling drums
- Containerizing pollutants
- Diverting streams
- Keeping wildlife away from polluted areas
- Controlling upstream water discharge
- Providing temporary alternative drinking water supplies
- Providing temporary relocation for residents (with FEMA support)
- Providing traffic and crowd controls
- Providing security
- Executing damage control or salvage operations

Physical Collection and Temporary Storage

- Flushing contaminants from the area, followed by collection and holding

EXHIBIT II-2 (continued)

- Skimming materials from the surface of water
- Washing soils; collecting and storing recovered material
- Pumping contaminated groundwater, with subsequent storage
- Segregating waste chemicals at uncontrolled hazardous waste sites

Recovery of Pollutant from Affected Media

- Using chemicals for flocculation, coagulation, neutralization and separation
- Using biological treating agents
- Treating affected water and soil physically and chemically
- Using specialized equipment, such as mobile carbon treatment systems
- Aerating affected media to selectively release volatile components
- Fixing and treating the polluted media in place
- Salvaging or destroying vessels
- Decontaminating or destroying contaminated equipment and facilities
- Arranging for disposal or destruction technology
- Incineration on-site

- Analytical -- Sample collection, storage, transportation, analysis and disposal are to be provided on a quick response basis (24 hours or less as specified by the OSC, unless the OSC decides on a longer time frame). On-site and off-site analytical activities are required to provide chemical and physical analyses, including but not limited to on-site compatibility testing, pH, flash point, oxidation/reduction, organic vapor analysis, TOC sulfide and TOC phenols.

Contractor Resources

The ERCS contractor is required to provide all personnel, equipment and materials necessary to conduct removals of oil and hazardous substances. Hours or quantities of personnel, equipment and materials will be ordered as required to implement site-specific removals. Personnel, equipment and materials must be made available to any location within the time limits established for each zone.

- Staffing Requirements -- A list of types of personnel (by discipline) that the contractor is required to provide is shown in Exhibit II-3. The fixed rates for different labor categories for the base year and each option year of the contract will be provided to ERCS contracts' users as the contracts are awarded.

- Equipment and Material Requirements -- Rapid response and non-rapid response equipment and material types which the contractor must provide within required time frames should be specified in the Delivery Order.

Fixed ordering and billing rates for equipment and materials shown in the exhibit will be provided as each contract is awarded. These rates will be used for projecting costs of removals.

EXHIBIT II-3

ERCS ZONE CONTRACTOR PROFESSIONAL AND TECHNICAL PERSONNEL REQUIREMENTS

Professional

Supervisor (Response Manager)
Engineer, Chemical
Chemist, Organic
Industrial Hygienist/Safety Engineer
Hydrogeologist

Technician

Foreman (hazardous waste response)
Cleanup Technician (hazardous waste response)
Laborers
Equipment Operator
Truck Driver
Lab Technician
Welder
Electrician
Mechanic
Carpenter
Explosives Specialist
Security Guard
Field Clerk/Typist

Contractor Responsibilities

- Required Response Times -- Rapid response time personnel, equipment, and materials must be made available by the contractor to any zone location within the response time limits specified in the Delivery Order. Depending upon the location, the required response time varies. Requirements for personnel, standby equipment and urgent responses are as follows:

  - Personnel -- The contractor is required to provide personnel who can respond to emergencies within the specified response time limits. These personnel may either be full-time or part-time contractor employees or provided through subcontracting arrangements.

  - Standby Equipment -- From time to time, certain equipment may be ordered by the OSC to be available on site while not actually in use. Such standby periods normally will not exceed fourteen consecutive calendar days. The contractor agrees to make available at specified standby rates the equipment so ordered, with the understanding that the maximum fourteen day period may not be extended except by mutual written agreement between the contractor and the Contracting Officer.

  - Urgent Requirements -- In the event of a need for immediate services in less time than that provided by the contract, the Government has the right to make other arrangements for those services until such time as the ERCS contractor can arrive on scene and take responsibility for the cleanup. In such a situation, the Ordering Officer should contact the ERCS contractor by telephone to determine how fast a response can

be made. Regardless of whether the ERCS contractor indicates that it can respond in less than the minimum required time, if the response time offered by the contractor does not meet the needs of the Government, the Ordering Officer has the authority to contract with another party to perform the initial services determined necessary to mitigate a threat to the public health and welfare.* When ERCS contractor personnel arrive on scene, arrangements are to be made with the OSC for an orderly transition of responsibility. The ERCS contractor may elect to subcontract any or all of the remainder of the cleanup services at that site to the party that has already commenced the work.

- Response Management -- The Response Manager is the contractor's point of contact for the OSC. The Response Manager is responsible for managing and executing all cleanup activities in exact accordance with the specifications of the Delivery Order and the technical guidance of the OSC. The Response Manager is to be on scene daily during a response action, maintaining close coordination with the OSC or other designated official. The Response Manager will conduct on-scene surveys with the OSC to assist in developing detailed work plans and will provide administrative support, supervision and management of cleanup personnel, equipment and materials provided on scene. The Response Manager is to report any problems encountered in executing cleanup activities and take corrective action when performance is not acceptable to the OSC.

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* Procedures for procuring contractors in urgent situations are described in the EPA publication entitled EPA Superfund Emergency Contracting Procedures, October 9, 1985.

In addition, the Response Manager must:

- Provide the OSC with a detailed accounting of all costs incurred at a specific site in a format and frequency specified in the Delivery Order and as required in EPA's Removal Cost Management Manual (revised 1987). (EPA computer software is available to the Response Manager for providing a detailed accounting of all costs. This is described in detail in EPA's User's Guide for Removal Cost Management Software, June 1985.)

- See that pollutant storage, transportation, treatment and disposal meet all safety and environmental laws and regulations.

Health and Safety -- As identified in section 300.38 of the National Oil and Hazardous Substance Contingency Plan (40 CFR 300) and section 126 of the Superfund Amendments and Reauthorization Act, the OSC, contractor and/or responsible party must ensure on-site worker health and safety during a response action. A formal site analysis must be performed prior to site entry. Based upon this preliminary evaluation, a site-specific safety and health plan must be developed, distributed and posted. According to OSHA's "Hazardous Waste Operations and Emergency Response Interim Rule" (December 1986), the safety plan must address the following:

- Names of key personnel and health and safety personnel

- Task/operation safety and health risk analysis

- Employee training

- Personal protective equipment to be used

- Frequency and types of air monitoring, medical surveillance and sampling techniques

- Site control measures

- Decontamination procedures

- Site standard operating procedures

- Emergency response contingency plan

- Confined space entry procedures.

Similar safety precautions will be taken when handling or disposing of hazardous wastes as regulated under RCRA. The plan will be modified or updated as needed. The OSC must require all individuals entering the site to sign a form which indicates that they have read and understand the site safety plan.

The ERCS contractor will conduct on-site operations under the guidelines of a company health and safety program which, at a minimum, complies with all Federal, state and local statutes, regulations and ordinances regarding health and safety. Standards that exceed those mandated by the Federal Government may be required by the contractor. However, additional costs associated with adherence to such standards will be borne by the contractor.

All response actions are subject to OSHA inspections.

Quality Assurance -- In addition to the contractor's Quality Assurance (QA) Program Plan detailing the contractor's commitment to ensuring that all environmental monitoring data are of known quality, the OSC may request a

QA project plan be prepared for an individual removal action. The plan will include the following: QA program organization and responsibility, sampling procedures, sample preservation procedures, sample custody, calibration procedures, analytical procedures, internal quality control checks and frequency, documentation, and other factors that may affect the known quality of environmental data.

2.2 Program Management Activities

Each ERCS contractor is required to establish an organization consisting of a Program Manager and as-needed Response Managers. The Program Manager will maintain a network of cleanup personnel, equipment and materials and supervise contractor Response Managers. Contract management is described in Chapter III of this manual. The resources and responsibilities required by the ERCS zone contracts for program management are discussed below.

Zone Contractor Resources

The contractor's Program Manager is the point of contact for coordination with the EPA Headquarters Project Officer (PO), Regional Deputy Project Officers (DPOs) and Contracting Officer. The Program Manager receives, manages and implements all Delivery Orders. The coordination between EPA officials and the contractor's Zone management organization and specific responsibilities of the Program Manager are discussed in Chapter III.

The contractor must provide all necessary administrative, clerical and supervisory personnel to ensure that responses are conducted in accordance with Delivery Order specifications.

Contractor Responsibilities

The ERCS contractors are required to provide the following management related services:

- Providing Immediate Access to Emergency Response Cleanup Services* -- The ERCS contractor is responsible for operating a 24-hour, 7-day-a-week call center to provide EPA with access to emergency response cleanup services at all times.

- Maintaining Response Capability -- The ERCS contract requires that the contractor provide, either from its own staff or subcontractors, personnel who are on alert to respond to any emergency response requirement within certain specified time limits. The contractor must maintain an equipment and materials inventory and adequate staffing to ensure that response time requirements can be met.

- Training Contractor Personnel -- The ERCS contractor is responsible for providing contractor personnel trained in the skills required for responding to oil and hazardous substances releases (e.g., personal safety equipment and proper decontamination procedures). All contractor personnel must be fully trained by the contractor before performing any services on scene.

- Accepting and Implementing Delivery Orders -- Delivery Orders for cleanup services are to be issued to the contractor Program Manager (or designee). In the event of an emergency, an oral order may be issued by the Ordering Officer. However, the order must be confirmed within 48 hours by a written Delivery Order. Procedures for initiating contractor response services are described in detail in Chapter IV.

- Subcontracting of transportation and disposal of oil and hazardous substances -- The contractor is required to

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* Required only for ERCS Zone contracts.

subcontract all transportation of oil and hazardous substances removed from the site of the cleanup to an appropriate disposal facility unless otherwise directed by the OSC, and to subcontract the storage and ultimate disposal of the materials. If the contractor also has transportation equipment and disposal facilities within the same company, such equipment and facilities will not be eligible for use. This requirement may not be waived except by prior written approval of the Contracting Officer or as described below:

- The contractor may be allowed to perform transportation when the estimated amount of transportation cost is under $25,000 and the OSC can obtain prior concurrence from the Contracting Officer that the situation on the site clearly demonstrates it is in the Government's best interest from a timing, cost, or other basis to allow the contractor to provide transportation.

- The contractor may also be allowed to perform transportation when the total cost of transportation is less than $25,000 and such services are priced at rates established in the contract and upon OSC approval. Contracting Officer approval is not necessary in this situation.

- Should the estimated cost of transportation services be less than $5,000, the OSC is authorized to order transportation services to be performed by the contractor without approval from the Contracting Officer.

Competition is to be obtained to the maximum practicable extent. The ultimate methods selected for transportation and disposal are subject to the verbal

consent of the OSC. The contractor is required to obtain at least three cost estimates for transportation of hazardous waste materials to an ultimate disposal facility. Cost estimates are to be obtained in order to ensure that cost effectiveness and expediency are considered. Should the low bid not be chosen, the selection criteria used to decide who is to transport the waste materials must also be documented. This includes the name of the individual(s) making the decision, their title, their organization and the basis for selection. The same selection process also applies to the choice of disposal facility.

- Copies of the above documentation and selection decision must be submitted to the OSC within five working days of the selection decision and attached to EPA Form 1900-55 (Contractor Cost Report). The rationale for making the selection decision must be fully explained.

- The costs of transportation/disposal may not be invoiced if the OSC has not received the supporting documentation.

- If the above selection process must take place off-site, a verbal summary of the above requirements may be given for inclusion on the 1900-55; however, documentation must be forwarded to the OSC within 24 hours.

- Cost control and recordkeeping -- During removal actions, the ERCS contractor Program Manager and Response Manager will coordinate with the OSCs to implement procedures for managing the site operations and effectively monitoring the costs. This management system must ensure the efficient

use of public monies and enable all removal costs to be measured against site budget, action memo, contractual, and statutory ceilings. The system used by the contractor should be compatible with the procedures for monitoring project performance and financial management described in Chapter V.

- Quality Assurance Requirements (QA) -- The ERCS contractor is required to institute a quality assurance program that will ensure that environmental monitoring data of known quality are provided. The OSC may request the contractor to develop, implement and manage a quality assurance project plan for each separate cleanup action, ensuring that all quality assurance requirements, including zone or Region-specific requirements, are met. "Interim Guidelines and Specifications for Preparing Quality Assurance Project Plans" (QAMS-005/80) contains detailed information on EPA's quality assurance program and can be obtained from the Office of Monitoring Systems and Quality Assurance.

- Property Administration -- The contractor is required to initiate a property administration program that will ensure compliance with the contractual requirements specified in EPA's "Guidance for Control of Government Property by Contractors," dated November 1, 1981. The property administration procedures developed by the contractor should be forwarded in writing for review and approval to the EPA Property Administrator. EPA Form 1730-1, "Report of Nonexpendable Government Property Acquired by Contractor," should be completed by the contractor to report all purchases of Government property. A copy should be submitted to the Property Administrator and to EPA's Financial Management Division, when requesting reimbursement for acquisition of equipment. Further, any transfer of Government property to EPA Officials must be documented and reported to the EPA Property Administrator

utilizing EPA Form 1700-7, "Property Receipt and Transfer Document." The contractor must also submit a Property Administration Program Plan that includes the following: property administration program organization and responsibility and property administration procedures addressing acquisition, receiving, identification, records, movement, storage, protection, loss or damage, utilization, maintenance, inventory, disposal and contract closure.

- Personnel Protection -- The OSC is responsible for assuring the safety of all individuals on site at all times. The required level of protection as specified by the OSC is to be followed by the contractor. Exhibit II-4 specifies the definitions of each level of protection. The OSC's determination of the required level of protection is considered final. Where the contractor is required to develop a specific site safety plan as part of a Delivery Order, the plan is to be submitted to the OSC for review and approval prior to commencing work. Where a site safety plan is provided by the Government, the contractor agrees to follow the plan unless objections are made known to the OSC. The contractor may operate at a higher level of protection than that specified by the OSC, but must bear any extra costs associated with the additional protection.

3. MISCELLANEOUS CONTRACT REQUIREMENTS

Special provisions in the contract cover publicity, confidentiality of information, conflict of interest, and contractor liability. These provisions are discussed below.

3.1 Liability

Liquidated Damages

The contractor may be liable for liquidated damages for each hour of delay under a particular Delivery Order until such time as

Exhibit II-4
PROTECTIVE EQUIPMENT TYPES, BY LEVELS

LEVEL A PERSONAL PROTECTIVE EQUIPMENT

- Pressure-demand, self-contained breathing apparatus (MSHA/NIOSH approved)
- Fully encapsulating chemical-resistant suit
- Coveralls*
- Underwear, long cotton underwear*
- Gloves (outer), chemical-resistant
- Gloves (inner), chemical-resistant
- Boots, chemical-resistant, steel toe and shank. (Depending on suit boot, worn over or under suit boot)
- Hard hat* (under suit)
- Disposable protective suit, gloves, and boots* (Worn over fully encapsulating suit)
- 2-way radio communications

LEVEL B PERSONAL PROTECTIVE EQUIPMENT

- Pressure-demand, self-contained breathing apparatus (MSHA/NIOSH approved)
- Chemical-resistant clothing (overalls and long sleeved jacket; coveralls; hooded, one- or two-piece chemical-splash suit; disposable chemical-resistant coveralls)
- Coveralls*
- Gloves (outer) chemical-resistant
- Gloves (inner) chemical-resistant
- Boots (outer) chemical-resistant, steel toe and shank
- Boots (outer) chemical-resistant (disposable)*
- Hard hat (face shield)*
- 2-way radio communications (intrinsically safe)

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* Optional

EXHIBIT II-4 (Continued)

LEVEL C PERSONAL PROTECTIVE EQUIPMENT

- Full-face, air purifying respirator canister equipped (MSHA/NIOSH approved)
- Chemical-resistant clothing (one-piece coverall; hooded, two-piece chemical splash suit; chemical-resistant hood and apron; disposable chemical-resistant coveralls)
- Coveralls*
- Gloves (outer), chemical-resistant
- Gloves (inner), chemical-resistant
- Boots, steel toe and shank, chemical-resistant
- Boots (outer), chemical-resistant (disposable)*
- Hard hat (face shield)*
- Escape mask
- 2-way radio communications (intrinsically safe)

LEVEL D PERSONAL PROTECTIVE EQUIPMENT

- Coveralls
- Gloves*
- Boots/shoes, safety or chemical-resistant steel toe and shank
- Boots (outer), chemical-resistant, disposable*
- Safety glasses or chemical splash goggles*
- Hard Hat (face shield)*
- Escape mask

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* Optional

the Government may reasonably obtain performance of similar services. If the contractor fails to arrive at the site in the required time, the OSC/Ordering Officer has the authority to issue a "Notice of Failure to Perform or to Make Progress in Performance" ("Cure Notice")*, which is a preliminary notice of default. Such a "cure notice" can also be used in cases where the contractor's performance and progress have not been satisfactory. The Delivery Order may be terminated for default, or the Government may elect to use the ERCS contractor, regardless of delays. If the Delivery Order is not terminated, the contractor must continue performance and be liable to the Government for liquidated damages. The Delivery Order shall not be terminated for default nor the contractor be held liable for liquidated damages for delays due to causes beyond the control and without the fault or negligence of the contractor, pursuant to the provisions in the contract for "Excusable Delays."

Insurance Requirements

The contractor must maintain insurance as required by the Federal Acquisition Regulations and detailed in the contract, as well as any additional insurance that the Contracting Officer may require with respect to the performance of the contract.

At a minimum, the contractor must maintain the following types of insurance:

- Workmen's compensation and occupational disease insurance in amounts to satisfy state law;

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* A detailed discussion of "cure notices" is provided in Section 4 of Chapter IV. OSCs should consult this Section for a description of the specific procedures to be followed in preparing "cure notices" and their responsibilities in making certain that proper communication and documentation requirements are met.

- Employer's liability insurance in the minimum amount of $100,000 per occurrence;

- Comprehensive general liability insurance for bodily injury, death or loss of or damage to property of third persons in the minimum amount of $1,000,000 per occurrence;

- Vessel collision liability and protection and indemnity liability insurance, when vessels are used in the performance of the contract, in such amounts as the Contracting Officer may require or approve.

In addition, the contractor is required to make diligent efforts throughout contract performance to obtain adequate pollution liability insurance. With the written approval of the Contracting Officer, the contractor may maintain a self-insurance program. The contractor shall be reimbursed the reasonable cost of insurance for the portion allocable to the contract (including reserves for self-insurance).

The Government will hold harmless and indemnify the contractor against any liability (including the expenses of litigation or settlement) for negligence arising out of the contractor's performance under this contract in carrying out response activities. Such indemnification shall apply only to liability not compensated by insurance or otherwise and shall apply only to liability that results from a release of any hazardous substance or pollutant or contaminant if such release arises out of the response activities of this contract. Further, any liability within the deductible amounts of the contractor's insurance will not be covered under this contract clause.

With the prior written approval of the Contracting Officer, the contractor may include in any subcontract under the contract the same provisions, whereby the Contractor may indemnify the subcontractor.

The contractor is required to:

- Promptly notify the Contracting Officer of any claim or action against the contractor or any subcontractor which reasonably may be expected to involve indemnification

- Furnish evidence or proof of any claim in the manner and form required by the Government

- Immediately furnish the Government copies of all pertinent papers received by the contractor. The Government may direct, control or assist the settlement or defense of any such claim or action. The contractor must comply with the Government's directions, and execute any authorizations required in regard to such settlement or defense.

3.2 Publicity and Confidentiality of Information

The contractor must acknowledge EPA support whenever the work funded in whole or in part by the contract is publicized. The ERCS contractor must be cognizant of site-specific community relations plans developed by EPA Regional personnel, by other contractors (e.g., REM, FIT or TAT) or by states under a Cooperative Agreement with EPA. Although the cleanup contractor will not be required to prepare community relations plans, it must abide by the provisions of such plans during removal actions.

The OSC's principal responsibility is to protect public health and the environment until the removal is completed. During removals, the OSC's primary community relations responsibility is to inform the community about the response actions and their effects on the community. Any data that are generated or obtained by the contractor during performance of a removal are considered confidential and not to be disclosed to anyone other than Environmental Protection Agency employees without the prior written approval of the OSC.

3.3 Conflict of Interest

The ERCS contractor is required to provide to the Government (within thirty [30] days after award of the contract) a list of all known sites at which there may be an actual, potential, or apparent conflict of interest in performing cleanup services. In the event that additional sites become known after submission of that list, the contractor must immediately notify the Government of any such additions.

Further, prior to accepting any Delivery Order to conduct cleanup services at any site, the contractor must immediately notify or reaffirm to the Ordering Officer any actual, potential, or apparent conflict of interest the firm or any of its employees may have (including subcontractors and their employees who will be performing any portion of the cleanup services) by working at that site. If it is determined that any such actual, potential or apparent conflict of interest does exist, the Government reserves the right to cancel or terminate the Delivery Order and use the services of another contractor or make other arrangements for the cleanup services.

EPA also considers it a potential conflict of interest for the same contractor to perform both the Technical Assistance Team (TAT) Scope of Work and that of the ERCS at the same site. In addition, the contractor is required to have all offerors on any subcontract funded under the ERCS contracts to provide with its bid or proposal:

- Information on its status as a potential responsible party at the site

- Certification that it has disclosed such information, if it exists

- A statement that it shall immediately disclose any such information discovered after submission of its bid or proposal, or after award.

The contractor should evaluate this information and notify the Contracting Officer if an apparent conflict of interest exists.

3.4 Chain of Custody/Document Control

All work conducted by the ERCS contractor must follow established chain-of-custody and document control procedures. Detailed information pertaining to procedures for each of the areas is available in NEIC Policies and Procedures, U.S. Environmental Protection Agency, National Enforcement Investigations Center (NEIC), Denver, Colorado, May 1978 (Revised February 1983), EPA-330/9/78-001-R. Copies of this document should be obtained by all Regional offices and be distributed to the ERCS contractors' offices as well. The document will serve as the official EPA guidance for ensuring that the procedures are followed.

The OSCs and other Ordering Officers, together with a representative from the Regional enforcement office, will be responsible for ensuring that the contractor adheres to both the chain-of-custody and document control procedures. Periodically, adherence to the provisions will be evaluated by an evidence audit. The evidence audit may be conducted by Regional or Headquarters personnel, or by a Contractor Evidence Audit Team (CEAT) from the NEIC. Evidence audits may examine procedures at the site, in the contractor offices, laboratories, or Regional offices, or combinations thereof.

The intent is for cost recovery in all cases in which CERCLA funds are expended. Therefore, the observation, documentation, and presentation of critical facts and response costs are important to ensure that:

- Potential evidence concerning the site and responsible parties is noted and documented before response activity or the passage of time obscures or eliminates it

- Physical evidence essential at trial is collected and preserved appropriately

- Sufficient evidence of total costs and claims paid from the Fund is maintained and available to support recovery by the Government.

The filing of a cost recovery action should always be presumed, hence the need for diligent collection of relevant documentation.

CHAPTER III

CONTRACT MANAGEMENT: ROLES AND RESPONSIBILITIES

CHAPTER III

CONTRACT MANAGEMENT: ROLES AND RESPONSIBILITIES

KEY TOPICS

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CHAPTER III

CONTRACT MANAGEMENT: ROLES AND RESPONSIBILITIES

This chapter focuses on the management structure of the ERCS contracts. The roles and responsibilities of EPA Headquarters and Regional personnel defined in the following sections provide the framework for effective implementation of the ERCS contracts. The individual responsibilities of key Agency and contractor personnel involved with contract management are also specified. An overview of the ERCS contract management structure is shown in Exhibit III-1.

1. RELATIONSHIP BETWEEN EPA HEADQUARTERS AND REGIONAL OFFICES

Contract resources are allocated on either a Zone-wide* or Region-specific basis and must be managed effectively to ensure that the initiation of site-specific projects is consistent with Superfund program goals and objectives. Two levels of management must be provided by the Agency to successfully plan, execute and control the work performed by the ERCS Zone contractors. These two components of EPA contract management consist of: (1) overall contract management and program direction, centered in EPA Headquarters; and (2) technical oversight and project management, which is the responsibility of each EPA Regional office and other Federal agencies designated as ERCS contracts users (e.g., USCG).

The following discussion will focus on the relationship between EPA Headquarters and Regional offices and summarize the responsibilities of each. The contract management structure within EPA Headquarters and Regional offices, and the roles and responsibilities of key Agency contract management personnel are discussed in subsequent sections.

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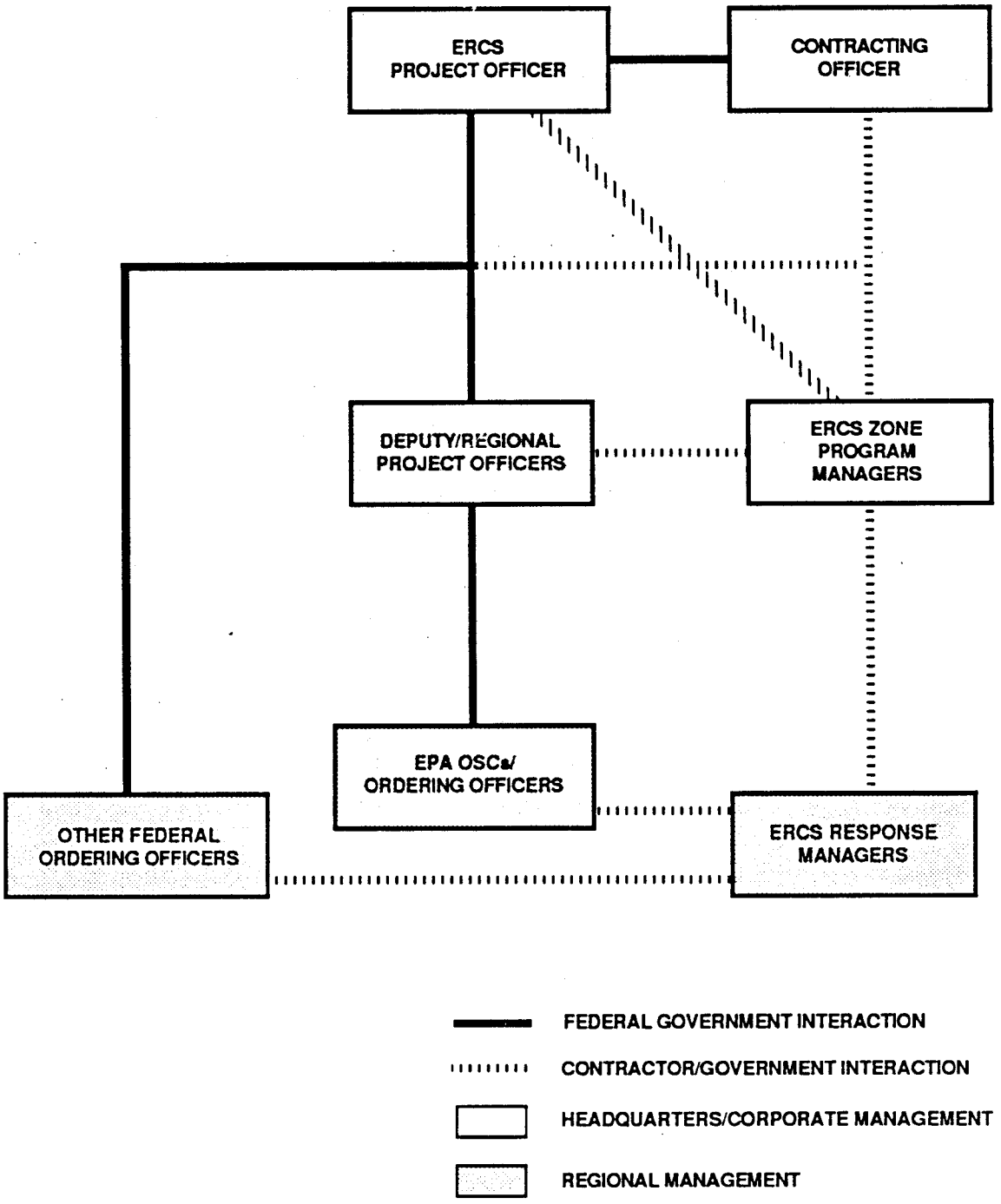
* Only pertains to four ERCS Zone contracts. The additional ERCS Regional contracts (Mini-ERCS) are not awarded on a zone-wide basis.

EXHIBIT III-1

ERCS Contract Management Structure



Within EPA Headquarters, the Emergency Response Division (ERD) and the Procurement and Contracts Management Division (PCMD) are charged with overall contract management responsibility for the ERCS contracts. ERD will oversee total resource use and technical direction of the ERCS contracts, work directly with the contractor Program Managers and other ERCS contractor corporate staff, and coordinate implementation of the contracts through the EPA Regional offices. PCMD will be responsible for all contract administration activities, ensuring that contracting is done as authorized by law and regulation and that OSCs have been delegated authority as Ordering Officers and properly trained.

EPA Headquarters management also must coordinate EPA efforts with those of other Federal agencies supporting the Superfund program, such as the U.S. Coast Guard and any other Federal agency or military entity using the ERCS contracts.

The Regional contract management responsibilities of each EPA Regional office complement Headquarters' overall contract management structure. The EPA Regional offices will provide site- or project-specific management by directly overseeing the ERCS Zone contractor's performance during the course of a removal action. However, on the Regional (Mini-ERCS) contracts, the Regional office is responsible for overall contract management including oversight of total resource use and technical direction of the Regional contracts.

In addition to managing and providing technical direction for removal projects, contract management responsibilities of the EPA Regional offices include:

- Initiation of response services
- Technical and financial progress monitoring
- Project-specific invoice certification.

The following sections describe in greater detail the organization, roles and responsibilities of contract management officials within EPA

Headquarters and Regional offices, as well as the management structure and responsibilities of the ERCS contractors.

2. CONTRACT MANAGEMENT STRUCTURE WITHIN EPA HEADQUARTERS

As described in the previous section, EPA Headquarters is responsible for ensuring national program consistency and providing oversight of each ERCS contractor's execution of the requirements specified by the contract Statement of Work. This includes coordinating and implementing the program through the EPA Regional offices and any other Federal offices delegated authority to use the ERCS contracts. A description of the key roles and responsibilities of each component of EPA Headquarters contract management structure is presented below.

2.1 Zone ERCS Project Officer

The Zone ERCS Project Officer is the EPA official with overall responsibility for managing and directing activities under the contracts. As such, the Zone ERCS Project Officer will coordinate with the Zone Program Manager, Contracting Officer, and with the Regions through the ERCS Deputy Project Officers.

In addition to these ongoing responsibilities, the Zone ERCS Project Officer is responsible for monitoring the management portion of each zone contract. The Zone ERCS Project Officer will certify monthly invoices for the management portion. This encompasses all managerial, financial, administrative, and clerical costs for the contract. Allowable costs for the management portion are described in the Federal Acquisition Regulation Subpart 31. Changes to the management portion of each contract will be on a cost basis. The labor rates charged to the contract should not exceed the rates proposed by the contractor. All rates established for the management portion of the contract are provisional rates that constitute ceilings for that particular rate. Final costs will be determined by actual costs as determined by the Contracting Officer, based upon an audit of costs incurred.

The Zone ERCS Project Officer will also conduct Regional ERCS contracts management reviews once every two years for the purpose of assessing EPA Regional office compliance with the contract management procedures and requirements specified in the ERCS Contracts Users' Manual and the Removal Cost Management Manual. These management reviews should cover four areas:

- Delivery Order preparation and project initiation
- Project monitoring and cost verification
- Invoice processing
- ERCS contractor evaluation.

The central feature of the management reviews will be visits to each EPA Regional office. Contract management documentation such as Delivery Orders, Contractor Cost Reports (EPA Form 1900-55), project logs, invoices, and contractor performance summaries should be reviewed for completeness, appropriateness, and level of detail. Procedures followed by the DPOs and OSCs in managing the ERCS contracts should be examined through personal interviews.

At the conclusion of each site visit, the ERCS Project Officer will be responsible for preparing a draft report of findings and recommendations. This draft report will be submitted to the Regional DPO for comment. Upon receipt of the DPO's comments, the ERCS Project Officer will finalize the draft report and then submit it to the EPA Regional Division Director for a formal response to the recommendations in the report.

2.2 Contracting Officer

The Contracting Officer has the authority to enter into, administer and modify the ERCS contracts. While limited contracting authority will be delegated under the ERCS contracts to Ordering Officers (see

section 3.2 in this chapter), the Contracting Officer will retain sole responsibility for most contract administration functions, including:

- Executing all modifications to Delivery Orders, such as ceiling increases and changes in scheduled completion dates

- "Definitizing" each Delivery Order: setting forth the final cost of each Delivery Order after a review of a summary of contractor costs claimed

- Resolving disputes relating to the terms and conditions of the contract or individual Delivery Orders, including any payments

- Conducting audits of contractor records relating to performance under the ERCS contract for the purpose of evaluating the accuracy and completeness of information recorded on invoices.

While Headquarters management roles focus on overall guidance and administration of the ERCS Zone contracts, management duties at the Regional level center largely on the more technical aspects of contractor performance and the site-specific direction of contractor resource use and monitoring. Of course, this is true only for the Zone contracts; for the Regional contracts, the Regions focus on overall guidance and administration, as well as day-to-day management of sites. The Zone ERCS contract management roles and responsibilities of the EPA Regional offices are discussed next.

3. CONTRACT MANAGEMENT STRUCTURE WITHIN EPA REGIONAL OFFICES

The EPA Regional offices are charged with the day-to-day oversight of the ERCS Zone contractors' work on site. They ensure that program policies, procedures, goals, and objectives are met by the contractors with respect to specific assignments. Regional contract management responsibilities include the technical direction and management oversight of removal projects, progress monitoring, invoice certification, and performance evaluation.

The Regional management structure for administration of the ERCS zone contracts is comprised of two major management positions:

- ERCS Deputy Project Officer
- Ordering Officer.

For the ERCS Regional contracts, administration is the responsibility of a Project Officer. The functions of these Regional management positions are discussed below.

3.1 ERCS Deputy Project Officer (DPO)

The ERCS DPO's primary responsibility is to oversee and organize required interactions between EPA Regional personnel and the contractor to ensure that correct management procedures are followed. The ERCS DPO may work with the Project Officer or Contracting Officer at EPA Headquarters, or with the contractor's Response Managers or Program Manager. Key contract management responsibilities of the ERCS DPO include:

- Ensuring that correct management procedures are followed and resolving issues pertaining to the management procedures

- Overseeing contract use at sites by OSCs or other designated Federal officials, including reviewing Statements of Work developed for Delivery Orders

- Receiving, reviewing, and distributing monthly contractor invoices and progress reports to OSCs and other designated Federal officials

- Reviewing contractor deliverables and completion reports

- Reviewing the Contractor Performance Summary Reports submitted by OSCs

- Reviewing and concurring with OSC-initiated award fee Performance Event Reports (PERs)

- Responding to the findings and recommendations resulting from Regional ERCS contracts management reviews conducted by the ERCS Project Officer.

In addition to assuming the responsibilities described in this section, the ERCS DPO may also function as an Ordering Officer, whose responsibilities are described below.

3.2 Ordering Officers

Certain individuals will be delegated authority to place orders against the ERCS contracts and will be named as Ordering Officers in the administrative recitals of each ERCS contract. Ordering Officers may be any designated EPA official, including EPA OSCs, ERCS DPOs, and EPA Remedial Project Managers (primarily involved with oversight of the REM and FIT contracts). Other designated Federal officials (e.g., USCG OSCs) must issue Delivery Orders through the EPA Contracting Officer.

The primary role of the Ordering Officer is to initiate orders for ERCS contractor services and resources. The Ordering Officer is responsible for preparing the Delivery Order, including the development of the Statement of Work and the estimated project ceiling amount within the action memo. In the event that the Ordering Officer is not the OSC who has been or will be assigned responsibility for directing the removal project, the Ordering Officer should coordinate the preparation of the Delivery Order with the designated OSC. In most instances, the Ordering Officer and OSC will be the same person.

Once the Delivery Order has been issued, the OSC has management responsibility for directing and monitoring the activities performed by

the ERCS contractor during the removal action. OSC response management responsibilities include:

- Review and certification of contractor progress against technical objectives, budget and schedule (e.g., review Contractor Cost Report [EPA Form 1900-55])

- Documentation of cost management and related information for each site

- Review and certification of invoices submitted by the contractor for removal projects (see Chapter V, Section 2 for details on how to do this)

- Evaluation of the contractor's performance at the completion of each Delivery Order and completion of the award fee PER.

3.3 Regional Project Officer

The Regional Project Officer has overall responsibility for managing and directing all activities under the Regional ERCS contracts. The position is comparable in terms of duties and responsibilites to that of the Headquarters Zone Project Officer. Specific duties include:

- General oversight of contract management, operations, direction and coordination

- Together with the Contracting Officer, assessment of the adequacy, amount and distribution of contract resources

- Review of contractor monthly financial and technical progress reports

- Evaluation of contractor performance for the Regional award fee evaluation process.

The roles and responsibilities discussed thus far have focused on the functions of EPA and other Federal personnel. The management responsibilities of the ERCS contractor are discussed in the next section.

4. ERCS CONTRACTOR MANAGEMENT STRUCTURE

The ERCS contractor is required to provide all personnel, materials and equipment as specified in Delivery Orders to conduct removal projects. The contractor will provide such services by establishing an organization consisting of a Program Manager and Response Managers. The Program Manager works primarily in a management mode by maintaining and supporting a network of cleanup personnel, equipment, and materials and by supervising Response Managers. Response Managers manage and supervise cleanup personnel and the on-scene use of equipment and materials to ensure that responses are conducted in exact accordance with the instructions of OSCs or other designated Federal officials. The functions of each of these ERCS contractor management positions are described in the following sections.

4.1 Program Manager

The contractor must designate a Program Manager and provide support staff, facilities, and administrative capabilities as needed to ensure the efficient use of resources for removal projects. The Program Manager interacts with the EPA Project Officer and ERCS DPO, and is responsible for receiving all Delivery Orders and managing their implementation under the ERCS contract. The Program Manager also communicates with the Contracting Officer to resolve issues or disputes relating to administration of the contract terms or a particular Delivery Order. Other management responsibilities of the Program Manager include:

- Maintaining close communication and coordination with the EPA Project Officer, ERCS DPO and Contracting Officer, which includes reporting any and all problems encountered in performing Delivery Orders and in implementing special controls specified by EPA

- Retaining and managing the distribution of cleanup personnel, equipment, and materials so that all items are available at any location within acceptable time limits

- Receiving and implementing Delivery Orders issued by Ordering Officers

- Designating a Response Manager for each separate cleanup action to work directly with the OSC or other designated Federal official on scene

- Providing overall supervisory and administrative support to all Response Managers

- Developing a quality assurance project plan consistent with EPA Region-specific requirements for each removal project in which environmental measurements will be made

- Providing and maintaining a 24-hour call center to provide Ordering Officers with immediate access to cleanup services

- Developing program health and safety plans to protect all cleanup personnel

- Submitting monthly project reports and invoices, as well as any special reports requested by the Project Officer, ERCS DPO, or OSC.

While the Program Manager provides contractor oversight for the contract, the Response Managers, whose duties are described in the next section, are the contractor representatives responsible for managing day-to-day removal project activity as directed by OCSs or other designated Federal officials.

4.2 Response Manager

For each Delivery Order issued to the contractor, the Program Manager will designate a Response Manager. The Response Manager will be fully dedicated to a specific cleanup action for the duration of the response and will be on scene on a daily basis, unless instructed otherwise by the OSC or designated Federal official in charge. The Response Manager will be responsible for the management and execution of all contractor cleanup activities in exact accordance with the specifications developed in the SOW and in Work Reports (as issued). Other major management responsibilities of the Response Manager include:

- Taking direction, maintaining close communication, and coordinating with the OSC or designated Federal official for the duration of a specific response and reporting any and all problems encountered in executing cleanup activities

- Conducting on-scene surveys to assist the OSC in developing detailed project work plans

- Providing the OSC or designated Federal official with immediate on-scene access to all contractor cleanup personnel, equipment and materials at a specific response

- Providing administrative support, supervision, and management of cleanup personnel, equipment, and materials provided on scene to ensure that all directives issued by the OSC/Ordering Officer are immediately executed in an acceptable manner

- Providing a daily accounting of costs incurred at a specific site in the format specified by the Contractor Cost Report (EPA Form 1900-55)

- Ensuring that performance of assigned tasks adheres to procedures specified in quality assurance plans

- Implementing a program safety plan to protect all cleanup personnel

- Preparing contractor-initiated PERs on selected Delivery Order assignments.

* * * * *

This chapter has described the management structure required to implement the ERCS contracts. The next chapter outlines procedures for initiating and managing contractor cleanup services.

CHAPTER IV

PROCEDURES FOR INITIATING AND MANAGING CONTRACTOR RESPONSE SERVICES

CHAPTER IV

PROCEDURES FOR INITIATING AND MANAGING CONTRACTOR RESPONSE SERVICES

KEY TOPICS

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CHAPTER IV

PROCEDURES FOR INITIATING AND MANAGING CONTRACTOR RESPONSE SERVICES

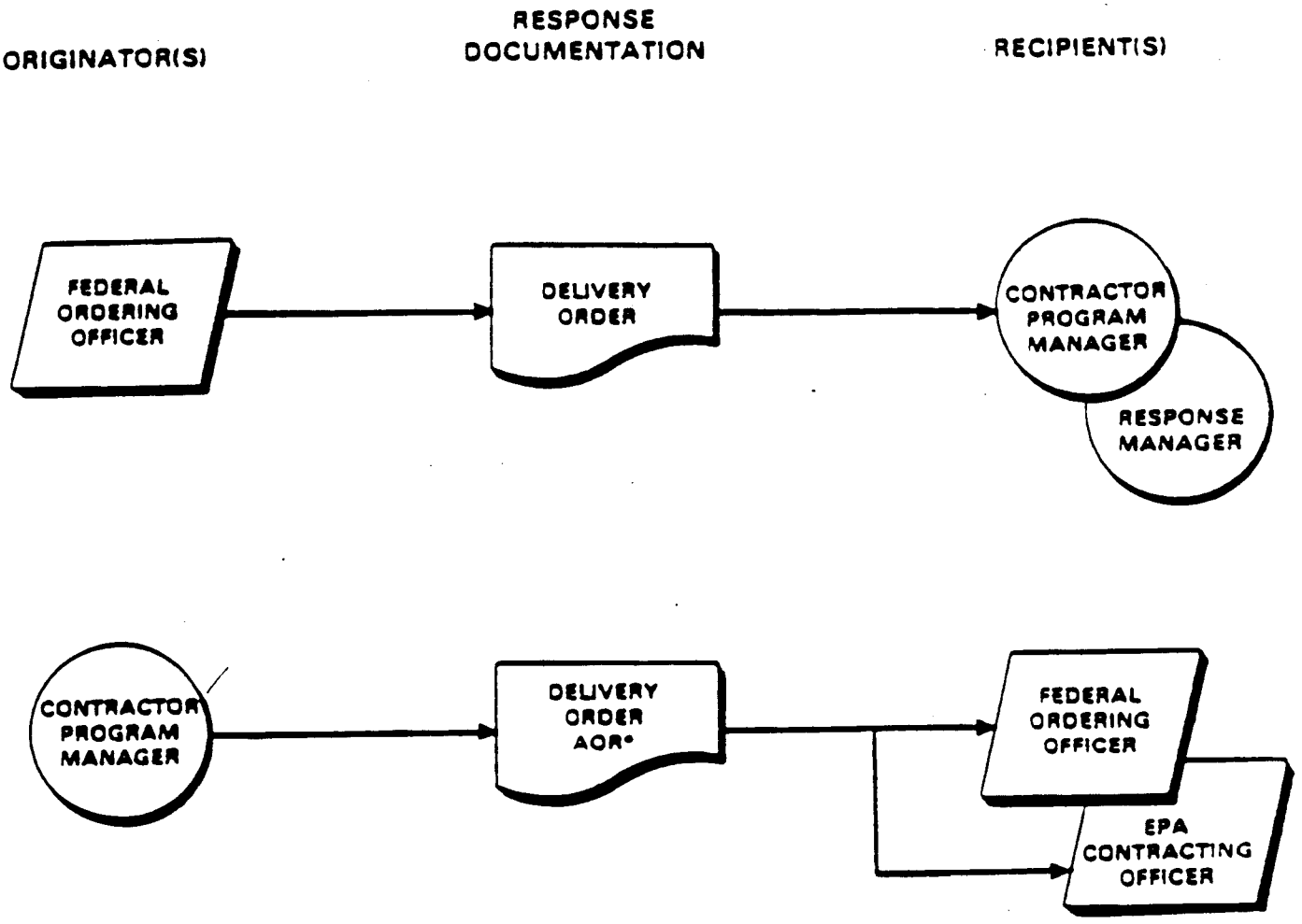
The performance of response cleanup services by the ERCS contractors is initiated through the issuance of written Delivery Orders (DO) by designated EPA officials. Delivery Orders also can be issued orally if there is an immediate danger to life or significant property. The Delivery Order must be consistent with the terms and conditions of the contract and the contract Statement of Work (SOW). This chapter defines procedures for processing Delivery Orders and provides guidance on Delivery Order content and format. The flow diagram shown in Exhibit IV-1 summarizes the sequence of Federal and contractor management interactions and documentation required to initiate contractor response services through the issuance of a Delivery Order.

1. ERCS CONTRACTOR SELECTION

As described in Chapter II, the ERCS contracting network consists of two groups of contracts (i.e., four ERCS zone contracts and a separate group of ERCS Regional contracts). As of the printing date of this document, only one Regional contract (Region V) has been awarded, but several others are expected to be awarded in the near future. EPA's Procurement and Contracts Management Division (PCMD) is also currently planning to develop procedures for awarding "site-specific" contracts on a limited competition basis. This will involve prequalifying a number of firms technically, probably on a Regional basis. When the need for a removal action develops for which initiation of action may be delayed for approximately 4-9 months, that action may be competed among the established cadre of prequalified firms within the appropriate Region. When the need for a removal action develops for which initiation of action may be delayed for longer than nine months, fully competitive site-specific contracts will be awarded. These contracts will not be limited to a specific group of prequalified firms. Details on these site-specific contracts will be provided

EXHIBIT IV-1

Initiation of Contractor Response Services



*AOR -- ACKNOWLEDGMENT OF RECEIPT

later when procedures have been finalized. These procedures will be inserted into this manual at that time.

ERCS DPOs, Ordering Officers, and OSCs must select the most appropriate contractor within a zone for any particular removal. Selection officials undoubtedly will base contractor selection decisions on a combination of both objective and subjective criteria derived from past experience. However, if decisions are made solely on an ad hoc basis, relying strictly on intuition and "gut feelings," several problems might arise, including:

- Violation of contract specifications, such as failure to comply with the minimum or maximum level-of-effort, or small and minority-owned business contracting requirements

- Selection of a contractor less qualified to perform a particular removal project than another contractor

- Selection of a contractor whose particular rates result in costs that are not justifiable, thus putting the successful outcome of cost recovery proceedings in jeopardy

- Appearance or actual occurrence of personal conflict of interest.*

This last point is of particular importance since the Superfund program is heavily scrutinized by Congress, the Inspector General, industry, environmental groups, and the general public. All Regional contractor selection officials should be familiar with EPA's requirements regarding conflict of interest contained in Guidance on Ethics and Conflicts of Interest (U.S. EPA, February 1984) and the Project Officers Handbook (U.S. EPA, Revised April 1984).

---

* Personal conflict of interest exists when an EPA employee's judgment or actions in procurement may be improperly influenced or biased in favor of a particular contractor for reasons such as ownership of stock or personal relationship to employees of the contractor.

For these reasons, guidance for ERCS contractor selection has been developed. It defines a set of contractor selection criteria and presents a step-by-step procedure to be followed in applying them and in documenting the entire process.

1.1 Initial Screening

There are two factors which must be considered first in any contractor selection decision. These factors are:

- Response time requirements
- Maximum contractual obligation (capacity as specified in contract).

Their function is to screen out which contractors should be eliminated from further consideration. For example, any contractor unable to meet the response time requirements of the job should not be considered for selection. Similarly, any contractor expected to exceed its maximum contractual obligation should not be eligible for selection, since each ERCS contract stipulates that the Government cannot order work that will exceed the stated maximum dollar ceiling in that contract. Thus, selection officials must always assess these two factors before applying the three selection criteria defined below.

1.2 Selection Criteria Definitions

After the initial screen, three criteria are considered most important for contractor selection. They are:

- Company expertise/experience
- Location
- Equipment and labor rates.

Each of these criteria is defined below. Following each definition is a list of factors to be used by selection officials in assessing how well the different contractors satisfy that particular criterion.

Company expertise/experience - proficiency in conducting hazardous materials removal actions gained through past participation in such projects, including:

- Knowledge of the particular cleanup methods/techniques required for the project
- Technical competence and skill in conducting this type of cleanup
- Completion of required activities on schedule and within budget in similar projects
- Accomplishment of cleanup goals and objectives in similar projects
- Range and depth of experience/reputation in conducting similar projects (e.g., the number of similar cleanups completed by the firm).

Location - the geographic proximity of the contractor (and the contractor's resources) to the job:

- Proximity of personnel, equipment, and materials to the project
- Mobilization/demobilization costs
- Familiarity with local problems.

Equipment and labor rates - the contractor's cost for completing the job, including:

- Unit prices of the particular equipment and material required for the project
- Labor rates for required personnel

- Total estimated costs of the entire project.

These three primary criteria, as presented here, are not ranked in order of priority. The relative importance of the criteria will vary considerably from job to job, depending on the nature and specific requirements of each. It is therefore necessary to order or "weight" the criteria on a case-by-case basis. In this way, the Regional selection official will determine the most important factor(s) for each individual removal action.

Another factor which must also be considered in every selection decision is each contractor's minimum contractual obligation. Each ERCS contract provides that the Government will order a stated minimum quantity of services, and that the contractor will furnish the minimum and any additional quantities, not to exceed a stated maximum. The minimum amount represents the Government's obligation, and must be paid even if the minimum quantities are never ordered, unless the contract is terminated for convenience. Therefore, Regional selection officials should make sure that the minimum quantities for each contract are ordered within the contract year period of performance.

Other factors that should also be considered in certain case-specific situations include:

- Minority-owned businesses - giving preference to minority-owned businesses

- Rotation - sequential use of contractors that are equally qualified for any particular job

- Mitigating circumstances - giving consideration to extenuating factors that cannot be included in any of the above because of the unpredictable nature of the requirements surrounding the emergency response action.

These factors should be considered in those situations where the three major criteria fail to provide sufficient differences between or among contractors or where there are unique characteristics or circumstances that affect how the three major criteria are considered.

1.3 Using the Selection Criteria

This section provides guidance on how to use the contractor selection criteria. Also included is a sample evaluation form and worksheet. The guidance is presented in the form of a six-step procedure.

Step 1 -- Assess the relative importance of each criterion in terms of the job at hand, and assign a weight to each

Step 2 -- Assess the ability of each contractor to meet the response time requirements of the job

Step 3 -- Assess whether or not each contractor will exceed its maximum contractual obligation as a result of working on the job

Step 4 -- Rate the contractors on each criterion

"3" = Meets the criterion fully;
"2" = Meets the criterion somewhat;
"1" = Does not satisfactorily meet the criterion

Step 5 -- Develop scores for each contractor by multiplying weights by ratings

Step 6 -- Develop a ranking of contractors based on total scores derived for the three major criteria.

Each of these steps is described in detail below. An evaluation form for rating ERCS contractors is provided in Exhibit IV-2. This form, which

EXHIBIT IV-2

ERCS Contractor Evaluation Form

Site Name: _____ **Location:** _____

Delivery Order No.: _____
(Should be recorded following contractor selection for filing purposes)

INSTRUCTIONS

1. Review each criterion and assess its relative importance.

2. Assign a weight of 1 to 100 to each criterion, indicating its importance in relation to the other criteria. The sum of all the weights for the criteria must be equal to 100. Enter the weights on the worksheet under the column marked "**WT.**" Also, it is strongly urged that an explanation be provided in the adjacent space for why each weight was given.

3. Assess each contractor's ability to meet the response time requirements of the job. Enter a "**yes**" or "**no**" as appropriate for each contractor in the space provided on the first page of the worksheet.

4. Assess whether or not each contractor will exceed its maximum contracted obligation (as stated in its contract) by working on the job. Enter a "yes" or "no" as appropriate for each contractor in the space provided on the first page of the worksheet.

5. Rate each contractor on each criterion using the following scale:

   "3" = Meets the criterion fully
   "2" = Meets the criterion somewhat
   "1" = Does not satisfactorily meet the criterion.

   Enter the ratings for each contractor under the column labeled "**RATING.**" Also, please note in the space provided, any relevant comments concerning the rating given a particular contractor for the criterion.

6. Score each contractor on each criterion by multiplying ratings by weights and enter the score in the column labeled "**SCORE.**"

7. Add the scores for all criteria to obtain totals for each contractor. Enter the total score for each contractor in the row labeled "**SCORE TOTALS.**" Adjust total scores upwardly by 20 percent for all contractors whose minimum contractual obligations have not yet been met and record these adjusted scores in the row labeled "**ADJUSTED TOTALS.**"

8. Rank the contractors according to their total scores and list them in descending order, beginning with the contractor with the highest score through the contractor with the lowest score, on page 4 of this form in the space labeled "**Rankings.**"

9. Assess the scores and rankings, as well as any additional relevant factors pertaining to the contractor support required for the removal, and then name the contractor selected.*

10. Provide a brief description, on page 4 of this form, summarizing the contractor selection decision. The selection offical must also sign and date the completed form on the bottom of page 4.

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* Selection officials need not necessarily select the contractor with the highest score. Other factors may also be considered in making the final decision. These factors, however, must be thoroughly explained in the space labeled "**Brief Summary of Contractor Selection Decision.**"

EXHIBIT IV-2 (continued)

ERCS Contractor Evaluation Form

PAGE 2 of 4

Worksheet

CONTRACTORS									
Can the contractor meet the response time requirements for the job?		YES ☐ NO ☐		YES ☐ NO ☐		YES ☐ NO ☐		YES ☐ NO ☐	
Will the Contractor exceed the maximum contracted obligation on this job?		YES ☐ NO ☐		YES ☐ NO ☐		YES ☐ NO ☐		YES ☐ NO ☐	
EVALUATION CRITERIA	**WT.**	RATING	SCORE	RATING	SCORE	RATING	SCORE	RATING	SCORE
COMPANY EXPERTISE/EXPERIENCE									
- knowledge of particular cleanup methods/ techniques needed for the job - technical competence & skills in conducting similar projects - completion of required activities on schedule & within budget on similar projects - accomplishment of cleanup goals & objectives on similar projects - range & depth of experience/reputation		*COMMENTS:*							
EQUIPMENT & LABOR RATES									
- unit prices of equipment & material - labor rates for required personnel - total costs of the entire project		*COMMENTS:*							
PAGE ONE SUBTOTALS									

EXHIBIT IV-: ontinued)
ERCS Contractor Evaluation Form

Worksheet

PAGE 3 of 4

EVALUATION CRITERIA (Continued)	WT.	CONTRACTORS A RATING	A SCORE	B RATING	B SCORE	C RATING	C SCORE	D RATING	D SCORE
LOCATION									
- proximity of personnel, equipment & materials - mobilization/demobilization costs - familiarity with local problems		*COMMENTS:*							
PAGE ONE SUBTOTALS									
SCORE TOTALS	100								
ADJUSTED TOTALS *	100								

* These totals should be calculated only for contractors whose minimum contractual obligations have not been met. "ADJUSTED TOTALS" are determined by increasing "SCORE TOTALS " by 20 percent.

EXHIBIT IV-2 (continued)

ERCS Contractor Evaluation Form

SIGNATURE PAGE

Contractor Rankings	**Scores**

Name of Contractor Selected: _____

Summary of Contractor Selection Decision:

_____

_____

_____

_____

_____

_____

_____

Signature and Title of Selection Official:

_____ **Date:** _____

consists of instructions, worksheets, and a signature page, is to be used for documenting each contractor selection decision. Instructions for filling out the form are provided below and on the first page of the form itself. To help illustrate how the evaluation form is filled out, a detailed example also is provided in Exhibit IV-3, which follows the step-by-step descriptions.

Step 1 - Assess Criteria and Assign Weights

The first step in the contractor selection process is to assess each criterion for its relative importance to the particular job at hand. This is done by assigning a weight based on a scale of 1 to 100 for each criterion such that the total of the numbers for all the criteria is 100. Selection officials should use their best professional judgment in assigning weights. To illustrate how this can be done, the following example is provided.

EXAMPLE: An emergency hazardous waste spill has occurred and preliminary information reveals that the spill is complex in nature and will require a firm with considerable skill and expertise to achieve successful cleanup.

Based on this information, the selection official assigns the following weights to the three criteria:

Criterion	Weights
Company expertise/experience	60
Location	25
Equipment and labor rates	15
Total	100

EXHIBIT IV-3 (1)

ERCS CONTRACTOR SELECTION: AN ILLUSTRATED EXAMPLE

Description of Situation

A fertilizer and pesticide distribution warehouse located in an industrial/residential area of Uptown, NY has caught fire, resulting in an explosion and release of airborne contaminants. The incident is threatening nearby residents with air, soil, drinking water, and surface water contamination. EPA has been notified of the incident, and an OSC has been assigned responsibility.

Response Requirements

In assessing the situation, the OSC determines that the explosion has sent toxic fumes into the air, necessitating the relocation of all nearby residents. The OSC also determines that substantial amounts of pesticides, chemicals, and contaminated debris need to be removed and disposed of as quickly as possible. The incident requires the rapid response services of an ERCS contractor. The incident also requires that the contractor be experienced and skilled in sampling and analysis, relocation of residents, and techniques for removing, transporting, and disposing of contaminated materials.

Contractor Selection

In selecting a contractor to respond to the Uptown Warehouse incident, the OSC obtains a blank copy of the "ERCS Contractor Evaluation Form" and then completes it according to the instructions on the first page of the form. The OSC has four contractors from which to choose. The evaluation form on the following four pages illustrates how the OSC might go about evaluating these contractors and selecting the most appropriate one.

EXHIBIT IV-3

ERCS Contractor Evaluation Form

Site Name: Uptown Warehouse **Location:** Uptown, NY

Delivery Order No.: 9999-08-009
(Should be recorded following contractor selection for filing purposes)

INSTRUCTIONS

1. Review each criterion and assess its relative importance.

2. Assign a weight of 1 to 100 to each criterion, indicating its importance in relation to the other criteria. The sum of all the weights for the criteria must be equal to 100. Enter the weights on the worksheet under the column marked "**WT.**" Also, it is strongly urged that an explanation be provided in the adjacent space for why each weight was given.

3. Assess each contractor's ability to meet the response time requirements of the job. Enter a "**yes**" or "**no**" as appropriate for each contractor in the space provided on the first page of the worksheet.

4. Assess whether or not each contractor will exceed its maximum contracted obligation (as stated in its contract) by working on the job. Enter a "yes" or "no" as appropriate for each contractor in the space provided on the first page of the worksheet.

5. Rate each contractor on each criterion using the following scale:

   "3" = Meets the criterion fully
   "2" = Meets the criterion somewhat
   "1" = Does not satisfactorily meet the criterion.

   Enter the ratings for each contractor under the column labeled "**RATING.**" Also, please note in the space provided, any relevant comments concerning the rating given a particular contractor for the criterion.

6. Score each contractor on each criterion by multiplying ratings by weights and enter the score in the column labeled "**SCORE.**"

7. Add the scores for all criteria to obtain totals for each contractor. Enter the total score for each contractor in the row labeled "**SCORE TOTALS.**" Adjust total scores upwardly by 20 percent for all contractors whose minimum contractual obligations have not yet been met and record these adjusted scores in the row labeled "**ADJUSTED TOTALS.**"

8. Rank the contractors according to their total scores and list them in descending order, beginning with the contractor with the highest score through the contractor with the lowest score, on page 4 of this form in the space labeled "**Rankings.**"

9. Assess the scores and rankings, as well as any additional relevant factors pertaining to the contractor support required for the removal, and then name the contractor selected.*

10. Provide a brief description, on page 4 of this form, summarizing the contractor selection decision. The selection offical must also sign and date the completed form on the bottom of page 4.

---

* Selection officials need not necessarily select the contractor with the highest score. Other factors may also be considered in making the final decision. These factors, however, must be thoroughly explained in the space labeled "**Brief Summary of Contractor Selection Decision.**"

EXHIBIT IV-3 (continued)
ERCS Contractor Evaluation Form

PAGE 2 of 4

Worksheet

CONTRACTORS		A		B		C		D	
Can the contractor meet the response time requirements for the job?		YES [X]	NO [ ]	YES [X]	NO [ ]	YES [X]	NO [ ]	YES [ ]	NO [X]
Will the Contractor exceed the maximum contracted obligation on this job?		YES [ ]	NO [X]	YES [ ]	NO [X]	YES [X]	NO [ ]	YES [X]	NO [ ]
EVALUATION CRITERIA	**WT.**	RATING	SCORE	RATING	SCORE	RATING	SCORE	RATING	SCORE
COMPANY EXPERTISE/EXPERIENCE	50	3	150	2	100				
- knowledge of particular cleanup methods/ techniques needed for the job - technical competence & skills in conducting similar projects - completion of required activities on schedule & within budget on similar projects - accomplishment of cleanup goals & objectives on similar projects - range & depth of experience/reputation		***COMMENTS:*** Weighting: This is an emergency situation that represents a serious threat to nearby residents. Contractor expertise/experience is likely to be a very important factor in providing an effective and rapid response to this incident. Therefore, a weighting of "50" is warranted. Rating: Contractor "A" is known to have the requisite skills and knowledge to successfully complete the job. It also has extensive experience in conducting similar types of jobs, including the successful cleanup of an explosion at a chemical plant in Ohio. Contractor "B" also has the requisite skills and knowledge to do a successful job, but does not have any experience with similar jobs.							
EQUIPMENT & LABOR RATES	25	1	25	3	75				
- unit prices of equipment & material - labor rates for required personnel - total costs of the entire project		***COMMENTS:*** Weighting: Given the technical complexity and seriousness of this situation, cost is a secondary factor in this case. Therefore, a weighting of "25" is warranted. Rating: Contractor "A" rates are about 20% higher than those of Contractor "B," and will result in a significantly higher total cost. Contractor "B" rates will result in total project costs lower than those estimated by EPA.							
PAGE ONE SUBTOTALS	75		175		175				

EXHIBIT IV-3 (Continued)
ERCS Contractor Evaluation Form

Worksheet

EVALUATION CRITERIA (Continued)	WT.	CONTRACTORS A RATING	A SCORE	B RATING	B SCORE	C RATING	C SCORE	D RATING	D SCORE
LOCATION	25	1	25	3	75				
- proximity of personnel, equipment & materials - mobilization/demobilization costs - familiarity with local problems		***COMMENTS:*** **Weighting:** Location is a secondary factor in this situation and, therefore, is given a "25" weighting. **Rating:** Contractor "A" is located over 500 miles away, while contractor "B" is less than 50 miles away. Contractor "A" costs will be higher as a result, and Contractor "B" costs will be lower							
PAGE ONE SUBTOTALS	75		175		175				
SCORE TOTALS	**100**		200		250				
ADJUSTED TOTALS *	100		200		300				

*** These totals should be calculated only for contractors whose minimum contractual obligations have not been met. "ADJUSTED TOTALS" are determined by increasing "SCORE TOTALS " by 20 percent.**

EXHIBIT IV-3 (continued)

ERCS Contractor Evaluation Form

SIGNATURE PAGE

Contractor Rankings	Scores
Contractor "A"	200
Contractor "B"	300

Name of Contractor Selected: Contractor "B"

Summary of Contractor Selection Decision:

Contractor "B" scored substantially higher than Contractor "A" on the three criteria and has not yet met its minimum contractual obligation. On this basis, Contractor "B" is the most appropriate choice for the job.

Signature and Title of Selection Official:

_____ **Date:** _____

A weight of "60" is given to company expertise/experience because it is considered by the selection official to be the most important criterion for this project due to the complex nature of the project. The contractor selected for the job must be extremely knowledgeable, proficient, and experienced in conducting this type of cleanup job. The remaining two criteria are not considered to be as important and are, therefore, given lower weights.

The weights provided in this example are, of course, only illustrative of how selection officials <u>might</u> assess the three selection criteria for this project. Other weights could have been given. The intent here is simply to offer general guidance on how one might go about assigning weights to the three selection criteria.

Another example is provided below to illustrate a different set of weights for a different situation.

<u>EXAMPLE</u>: An Expedited Response Action (ERA) has been planned as part of a remedial site cleanup. The types and quantities of services, personnel, and other resources required by the removal action are relatively minimal. The job is considered simple and straightforward and does not require any special expertise or skills.

Based on this information, the selection official assigns the following weights to the three criteria:

Criterion	Weights
Company expertise/experience	15
Location	35
Equipment and labor rates	50
Total	100

In evaluating these criteria, the selection official assesses the requirements of the removal project and determines that because the project will not require any special expertise or skills, company expertise/experience is relatively unimportant; therefore, it is assigned a weight of 15. The selection official then decides that since the technical requirements of the project are minimal, the most important criteria should be equipment and labor rates ("50") and location ("35"). The selection official assumes that most contractors will be about equal in meeting the requirements of the project and, therefore, believes that it is important to base the contractor selection decision mostly on "cost" and "location."

The worksheet portion of the ERCS Contractor Evaluation Form (pages 2 & 3 of the form) shown in Exhibit IV-2 should be used for recording assigned weights; they should be placed directly across from each criterion under the column headed "WT."

Step 2 - Assess Response Time Capabilities of Contractors

The second step in the contractor selection process is to determine whether or not each contractor can satisfy the response time requirements of the job. That is, can personnel, equipment,

and materials be mobilized on time? Any contractor unable to respond in the required time should be eliminated from further consideration.

Determination of a contractor's ability to respond in the required time can be based upon:

- The response time requirements identified in the contractor's contract

- A verbal statement from the contractor indicating whether or not response time requirements can be met.

Selection officials should use their own best judgment in deciding which of these two sources to use. In certain emergency situations, where immediate response is required, there may not be enough time to call contractors. In these cases, it may be necessary to rely exclusively on the response time limits specified in the contracts. On other occasions, where time is not as critical, phone calls may be possible.

After a determination is made of each contractor's ability to respond, the answers should be recorded on the worksheet portion of the ERCS Contractor Evaluation Form (page 2 of the form). A "yes" or "no" response should be indicated for each contractor under consideration. In doing so, each contractor's name should be written at the top of the worksheet in the space provided.

Step 3 - Assess Contractor Status Regarding Maximum Contractual Obligations

The third step in the process is to assess each contractor's maximum contractual obligation in relation to the estimated cost of the job at hand. That is, will the contractor exceed its maximum contractual obligation as a result of being selected for

the job? Any contractor whose maximum contractual obligation will be exceeded should be eliminated from further consideration.

Answers should be recorded on the first page of the worksheet portion of the ERCS Contractor Evaluation Form. A "yes" or "no" response should be indicated for each contractor under consideration.

Step 4 - Rate Each Contractor

After establishing which contractors will be able to meet the response time requirements of the job and which contractors will not exceed their maximum contractual obligations, selection officials should rate these contractors on each criterion. The ratings should range from 1 to 3, where "1" indicates that the contractor does not satisfactorily meet the criterion; "2" indicates that the contractor meets the criterion somewhat; and "3" indicates that the contractor meets the criterion fully. All the factors listed under each criterion should be considered. Selection officials should base their ratings on any relevant information to which they have access as well as on their own personal knowledge of the contractor's expertise, experience, capabilities, and so forth. They should develop as much objective information and documentation as possible on each contractor before assigning ratings. This will help to ensure a fair and unbiased assessment.

The worksheet portion of the ERCS Contractor Selection Form (Exhibit IV-2) should be used to record assigned contractor ratings. Ratings for each contractor should be placed directly under the column "RATING."

Step 5 - Develop Contractor Scores

Each contractor is then scored on each criterion. Scores are obtained by multiplying the weight by the rating. Total scores are calculated by adding all the individual criterion scores. The following example is illustrative.

EXAMPLE: Suppose that the following weights and ratings are determined:

Contractor "A"

Criteria	WT	Rating	Score
Company expertise/experience	60	3	180
Location	25	1	25
Equipment and labor rates	15	2	30
Total	100		235

Individual criterion scores are obtained by multiplying the weight by the rating. A score of "180" is obtained on the first criterion by multiplying the weight of 60 by the rating of 3. Similarly, a score of "25" is obtained on the second criterion by multiplying the weight of 25 by the rating of 1 and so on. The total score of "235" is obtained by adding the individual criterion scores.

In those cases where a contractor has not yet reached its minimum contractual obligation, that contractor's total score should be adjusted upward by 20 percent. This adjustment gives preference to contractors whose minimum contractual obligations have not yet been met. For example, Contractor "A's" total score of 235 would be adjusted to 282 (235 x .20 = 47; 47 + 235 = 282) if its minimum contractual obligation had not yet been met.

Scores should be recorded on the worksheet portion of the ERCS Contractor Evaluation Form under the columns headed "SCORE." Scores should be recorded for each criterion and each contractor.

Total scores should be recorded at the bottom of the worksheet across the row labeled "SCORE TOTALS." Adjusted scores should be recorded across from "ADJUSTED TOTALS."

Step 6 - Develop Rankings of Contractors and Make the Selection Decision

Based on the scores obtained in Step 5, the selection official should rank the contractors from highest to lowest. A space for ranking the contractors, along with their scores, is provided for on page 4, the "signature page," of the ERCS contractor evaluation form. This ranking will reflect an ordering based on a rational assessment of those criteria considered important in the contractor selection process.

The intent of the ranking, of course, is to assist selection officials in their job of choosing which ERCS contractor to use. It is not meant to be a substitute for individual experience and judgment, but rather as a decision-making tool to quantify that judgment so that decisions will be fully supportable.

Selection officials should not consider themselves bound by the final ranking of contractors. Scores represent only one aspect of the contractor selection decision. Additional factors may also be present, such as those mentioned in the previous section. It is the responsibility of the selection official to assess the importance of these other factors in relation to the final ranking of contractors before making the decision. All final contractor selection decisions must be explained on the last page of the form in the space labeled "Brief Summary of Contractor Selection Decision."

Additional factors will also be extremely important in those cases where all the contractors receive the same score. In the event of a tie score, selection officials should assess factors

peculiar to the situation which might favor the use of one contractor over another:

- If, after assessment of these factors, no contractor seems to be more appropriate than any other for the job, then the selection official should select the contractor that has used the smallest percentage of its maximum contractual obligation. For example, if Contractor "A" has used only 10 percent of its maximum while Contractor "B" has used 20 percent, then Contractor "A" should be selected.

- In cases where all contractors are equal on this factor, the selection official should determine which of the contractors under consideration are minority owned. Generally, the selection official will know which contractors are minority owned; if not, however, this determination can be made by contacting the ERCS Contracting Officer (CO).

- If only one of these contractors is minority owned, the selection official should select this contractor for the job.

- If more than one are minority owned, the selection official should select the minority-owned contractor not used most recently.

- Finally, if the selection official determines that none of the contractors under consideration is minority owned, the selection official should select the contractor not used most recently.

1.4 Documentation of Contractor Selection Decisions

All contractor selection decisions are to be documented as described above by using an ERCS Contractor Evaluation Form (Exhibit IV-2). Completion of this form is required to establish and maintain a written record of the justification for all contractor selection decisions. The original version of each completed evaluation form should be submitted to the ERCS CO in the Procurement and Contracts Management Division (PCMD). A copy of the form should be kept along with other information for the Delivery Order in Regional files.

1.5 Zone Crossovers

As described in Chapter II, an ERCS zone contractor may be requested to support Federal OSCs in a zone other than the contractor's assigned geographical zone. If the need arises for a zone crossover, the ERCS DPO (from the zone initiating the request for services) should supply the Project Officer with the following information:

- Reason for the zone crossover (e.g., conflict of interest, contractor resource shortage)
- A description of services required
- The location and period for which services are required
- The project ceiling amount
- Date and time contractor is required on site.

The Project Officer will be responsible for coordinating the zone crossover with the ERCS DPO(s) and Contracting Officer. All contractual requirements and arrangements concerning the zone

crossover (e.g. terms and conditions, prices, etc.) will be finalized by the Contracting Officer. The Contracting Officer also will be responsible for issuing the Delivery Order. If the required services cannot be provided by another zone contractor, the Project Officer will work with the ERCS DPO in obtaining the services from some other contractor.

2. DELIVERY ORDER PREPARATION AND PROCESSING

All Delivery Orders will be issued by Ordering Officers (e.g., ERCS DPOs, EPA OSCs, or Contracting Officers) for individual removal actions. These Delivery Orders will be issued on a fixed rate, indefinite quantity basis, with time and material provisions.

This section on Delivery Order preparation and processing describes procedures which include:

- Oral Delivery Orders
- Delivery Order completion and processing instructions.

The procedures described in this section are applicable to both the ERCS Zone contracts and the separate ERCS Regional contracts.

2.1 Oral Delivery Orders

As indicated in the introduction to this chapter, Delivery Orders can be issued orally to the ERCS contractors. This flexibility is designed to enhance response capabilities under the ERCS contract network. However, any oral order must be confirmed by a written Delivery Order within 48 hours.

When the ERCS contractor is contacted by telephone for purposes of orally issuing a Delivery Order, the Ordering Officer should simultaneously complete a Delivery Order form noting:

- Date and time of the order (all references to time specified in the Delivery Order should reflect the local time of the location where services are to be provided)

- Contractor representative contacted (this should be a person authorized to commit the contractor) and telephone number

- Response Manager or contractor representative authorized to take direction from the OSC at the site and his/her telephone number

- Response location

- Date and time the contractor is required on site

- Date and time contractor agrees to be on site

- Brief narrative of the services required (e.g., personnel, equipment, and materials) and level of protection (e.g., health and safety) required.

Some of these items can be completed before the call is made to the contractor. For example, the response location or the level of safety protection required may be known ahead of time and could be completed in advance.

By completing the Delivery Order form during (or for some items directly before) the discussion with the contractor, the Ordering Officer will:

- Provide the contractor clear direction of the services needed

- Document personnel, equipment, and materials expected on site

- Establish the OSC-Response Manager site-management relationship

- Facilitate completion of the written Delivery Order issued to the contractor at the site.

The information recorded during issuance of the oral Delivery Order will be important should there be any dispute concerning the contractor's ability to provide the services within the required response times (see section 3.1 on Liability, in Chapter II). It also is strongly suggested that the Ordering Officer read back to the contractor all the information provided over the phone.

2.2 Delivery Order Completion and Processing Instructions

In order to initiate services to be performed by the ERCS contractor when conducting removals involving oil and hazardous substances, Ordering Officers must prepare written Delivery Orders consisting of the elements shown in Exhibit IV-4. The Delivery Order specifies the services to be performed by the ERCS contractor in executing a specific removal action. Each Delivery Order establishes a ceiling amount that constitutes the maximum amount for which the Government shall be liable. The completion and processing of Delivery Orders is outlined below.

Delivery Order Completion Instructions

Delivery Order preparation is the responsibility of the Federal Ordering Officer. A standard format is used for the Delivery Order (see Exhibit IV-5). All items in the Delivery Order must be completed as explained below.

EXHIBIT IV-4

ERCS Contracts Delivery Order Elements

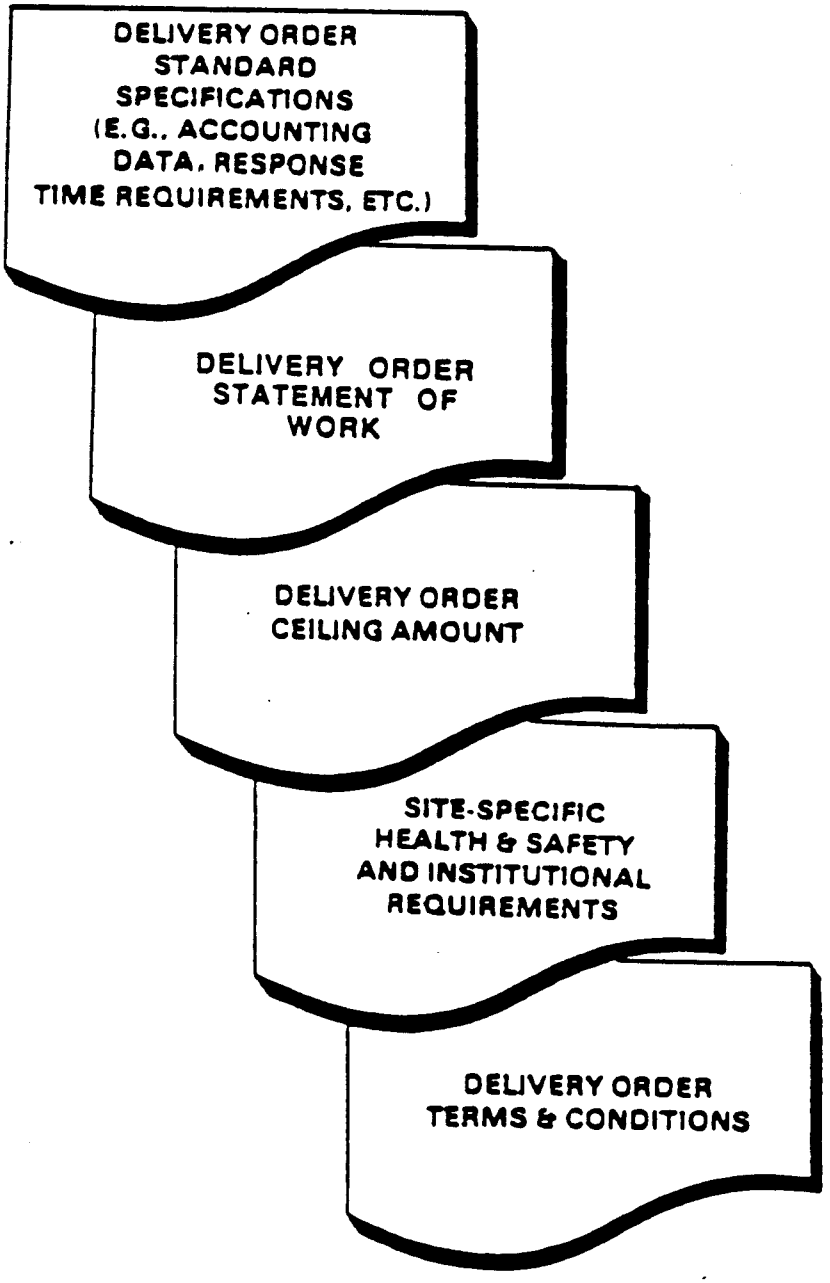

EXHIBIT IV-5

DELIVERY ORDER FOR EMERGENCY RESPONSE CLEANUP SERVICES

(This Delivery Order is subject to all terms and conditions of the contract listed in Block No. 2)

1. DATE OF ORDER	2. CONTRACT NO.	3. ORDER NO.
4. TIME OF INITIAL ORDER ☐ AM ☐ PM Time Zone	5. DELIVERY ORDER CEILING AMOUNT $ _____ (Obligated Amount)	
	6. ACCOUNTING AND APPROPRIATION DATA Appropriation # / Document Control # / Account # / Object Class	
7a. ISSUED TO: CONTRACTOR (Name, Address and Zip Code)	8a. ISSUED BY: ORDERING OFFICER (Name, Address and Zip Code)	
7b. PROGRAM MANAGER (Name and Phone No.)	8b. EPA REGION/USCG DISTRICT	8c. ZONE
7c. RESPONSE MANAGER (Name and Phone No.)	8d. ON-SCENE COORDINATOR (Name and Phone No.)	
9. RESPONSE LOCATION (Site Name and/or Address and Zip Code)	10. CONTRACTOR REQUIRED ON SITE (Date and Time) ☐ AM ___ / ___ / ___ ___:___ ☐ PM ___ Time Zone 11. REQUIRED WORK COMPLETION DATE ___ / ___ / ___	

12. STATEMENT OF WORK. *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:*

13. ORDERING OFFICER

Name/Title	Signature	Date

- Date of Order (Box 1): Enter the date of issuance of the Delivery Order to the contractor.

- Contract No. (Box 2): Enter the contract number (e.g., 68-01-xxxx) of the ERCS contract under which services are being ordered.

- Order No. (Box 3): Enter a nine (9) digit Delivery Order number which sequentially consists of:

  - Last four digits of the contract number (See box 2 above)

  - EPA Region (e.g., 01, 02,. . .10)

  - Three digit number representing the sequence of the Delivery Order being issued in the Region or Agency. (A separate block of numbers will be assigned to non-EPA users of the ERCS contracts [e.g., USCG]).

- Time of Initial Order (Box 4): Enter the time of issuance of the Delivery Order. All references to time on the Delivery Order should reflect the local time at the site where the services are to be provided.

- Delivery Order Ceiling Amount (Box 5): Enter the total estimated cost of contractor personnel, equipment and materials for which the order is being placed. The ceiling amount represents the amount obligated by the Government for the removal action. The OSC's/Ordering Officer's authority to obligate the Government is limited to $250,000. All initial Delivery Orders or Delivery Order modifications for amounts greater than the initial $250,000 must be obligated by the Contracting Officer. Under no circumstances may the ERCS contractor develop the cost

estimate used here. This is the sole responsibility of the Federal Ordering Officer who may, however, seek the assistance of the Technical Assistance Team (TAT) contractor or the Environmental Response Team (ERT) in developing the estimate. Each Regional Administrator also can choose to redelegate his or her authority to obligate funds for removal actions to the Regional Division Director, who may then redelegate this authority to OSCs. (OSCs may exercise this authority only for obligations not to exceed $50,000 for initiating removal actions.) However, this is at the Regional Administrator's discretion; it is not a requirement and, therefore, may not be true in every Region.

- Accounting and Appropriation Data (Box 6): Accounting and appropriation data consist of four numbers, which should be entered as follows:

  - Appropriation #: 68-20X8145 (does not change).

  - Account # and Document Control # (DCN): Represented by ten (10) and six (6) character numbers respectively. These numbers will be obtained through the Regional Financial Management Officer (FMO).

  - Object Class Code: 25.35 (for all EPA program contracts; does not change).

- Issued To: Contractor (Box 7a): Self-explanatory.

- Program Manager (Box 7b): Enter the name and phone number of the contractor representative authorized to receive the Delivery Order and commit contract resources to provide the services and supplies required to complete the Statement of Work.

- Response Manager (Box 7c): Enter the name and phone number of the contractor representative designated by the Program Manager as the single point of contact for on-scene coordination and responsible for management and execution of cleanup activities as specified by the OSC or other designated Federal officials.

- Issued By: Ordering Officer (Box 8a): Self-explanatory.

- EPA Region/USCG District (Box 8b): Enter the number for the EPA Region and USCG District (as appropriate).

- Zone (Box 8c): Enter the number of the zone where the site is located:

  Zone 1 - Regions I-III
  Zone 2 - Region IV
  Zone 3 - Region V
  Zone 4 - Regions VI-X.

- On-scene Coordinator (Box 8d): Self-explanatory.

- Response Location (Box 9): Enter the location of the release or site where services are to be performed by the contractor.

- Contractor Required on Site (Box 10): Enter the date and time contractor personnel, equipment, and materials are required on site to implement the removal action.

- Required Work Completion Date (Box 11): Enter the anticipated date by which contractor services are to be completed. Estimates are acceptable and dates may be revised through modifications issued by the Contracting Officer.

- Statement of Work (Box 12): This block contains the description of the services to be performed by the ERCS contractor. The Statement of Work should not be so narrow as to restrict the contractor's effort nor so broad as to permit the contractor to explore areas having little relationship to the desired work. The block should either contain, or refer to attachments that contain:

  - Statement of Work, including a task breakdown and schedule

  - Site-specific institutional requirements or clearances that must be obtained by the contractor (e.g., permits for transportation and disposal of wastes or right-of-way clearances)

  - Any plans, including a site operations plan, health and safety plan, or a quality assurance plan developed for the specific removal.

- Ordering Officer (Box 13): Self-explanatory.

Delivery Order Processing

The completed Delivery Order is signed by the Ordering Officer and issued to the contractor Program Manager or designee (i.e., on-site Response Manager). The contractor is required to acknowledge receipt of the Delivery Order in writing within one week or one half of the time specified for performance of the order, whichever is less, following receipt. The acknowledgment of receipt of the Delivery Order must be submitted to the Ordering Officer, with a copy forwarded to the Contracting Officer.

It is the Ordering Officer's responsibility to make sure that the contractor submits an acknowledgment of receipt each time a Delivery Order is issued. The acknowledgment of receipt will help preclude misunderstandings between the Ordering Officer and the ERCS contractor over the terms and conditions of the Delivery Order. It will also serve as documented evidence when potential contractual actions, such as Cure Notices (see Section 3.1 on liability in Chapter II), are required to enforce the terms of a work order.

3. DELIVERY ORDER MODIFICATIONS

During the course of a removal, it may become necessary to modify the Statement of Work, completion date, or ceiling amount specified in the Delivery Order. All such changes must be authorized in a written amendment to the Delivery Order using Standard Form 30 (Exhibit IV-6). If increased funding is required for a project, the existing Delivery Order should be amended; a new Delivery Order should not be issued.

Requests for amendments should be prepared by the Ordering Officer or the OSC and forwarded to the Contracting Officer for approval. In most cases, requests and approvals can be handled over the telephone. The Contracting Officer will prepare and sign the amendment and issue it to the contractor. Minor changes, such as adjustments in quantities of labor and equipment which will not result in an increase to the Delivery Order ceiling can be provided directly to the contractor by the OSC. Such changes, however, should be noted in the written site documentation kept by the OSC, and should be forwarded in writing to the contractor and the Contracting Officer.

4. NOTICE OF FAILURE TO PERFORM OR TO MAKE PROGRESS IN PERFORMANCE ("CURE NOTICE")

In the event the contractor does not arrive within the required time frame or does not perform assigned tasks satisfactorily, the OSC/Ordering Officer should immediately notify the Contracting Officer. After being apprised of all the pertinent facts, the Contracting Officer may advise the OSC/Ordering

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE | PAGE OF PAGES

2. AMENDMENT/MODIFICATION NO. | 3. EFFECTIVE DATE | 4. REQUISITION/PURCHASE REQ. NO. | 5. PROJECT NO. (If applicable)

6. ISSUED BY CODE

7. ADMINISTERED BY (If other than Item 6) CODE

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code)

CODE | FACILITY CODE

(✓) 9A. AMENDMENT OF SOLICITATION NO.

9B. DATED (SEE ITEM 11)

10A. MODIFICATION OF CONTRACT/ORDER NO.

10B. DATED (SEE ITEM 13)

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

☐ The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers ☐ is extended, ☐ is not extended.

Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods:

(a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)

13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS, IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

(✓) A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.

B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).

C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:

D. OTHER (Specify type of modification and authority)

E. IMPORTANT: Contractor ☐ is not, ☐ is required to sign this document and return _____ copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print)

16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)

15B. CONTRACTOR/OFFEROR | 15C. DATE SIGNED

(Signature of person authorized to sign)

16B. UNITED STATES OF AMERICA | 16C. DATE SIGNED

BY _____ (Signature of Contracting Officer)

NSN 7540-01-152-8070
PREVIOUS EDITION UNUSABLE

30-105

STANDARD FORM 30 (REV. 10-83)
Prescribed by GSA
FAR (48 CFR) 53.243

Officer to issue a "Notice of Failure to Perform or to Make Progress in Performance" to the contractor (See Exhibit IV-7). This notice is also known as a "cure notice."* It must be issued on the form letter provided by PCMD and no deviations from that format are permitted. All applicable times (notification, response requirements, etc.) must be documented accurately. When the Ordering Officer issues a "cure notice," he or she must simultaneously notify the contractor of its issuance.

It is very important for the OSC to recognize that use of the "cure notice" should not be limited to just those situations where the contractor fails to show up or is late in showing up. The "cure notice" is a tool that can be used whenever the contractor is not performing satisfactorily. For example, if assigned tasks are not being carried out as specified in the Delivery Order Statement of Work, the OSC can issue a "cure notice" to the contractor.

Included in this notice is a "cure period," or a time frame in which the contractor must cure his deficiencies or the Government may terminate the Delivery Order for default. The cure period must be consistent with the required response time for that area. In other words, if the contractor has 3 hours to respond from the time of notification, and has not responded within that period, he must be given an additional 3 hours after issuance of the cure notice before the Contracting Officer may terminate that Delivery Order for default. If the contractor has agreed to a shorter response time than that required by the contract (e.g., one hour), then that one-hour period automatically becomes the required response time, and the same amount of time should be given for the cure period.

Once the cure period has expired, the Contracting Officer may institute a termination for default. Since all of this may take place in a very short amount of time, it is extremely critical that the OSC be in contact with the

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* Additional information on "cure notices" can be found in EPA Superfund Emergency Contracting Procedures, pp. 20-22.

UNITED STATES ENVIRONMENTAL PROTECTION AGENCY

DATE ISSUED: _____ TIME ISSUED: _____ AM PM _____
(Time) (Time Zone)

NOTICE OF FAILURE TO PERFORM OR TO MAKE PROGRESS IN PERFORMANCE

_____

_____

_____

Attention: _____

Gentlemen:

Subject : Contract No. _____, Delivery Order No. _____

The above-referenced delivery order was issued _____
(verbally or in writing)

to your firm on _____ at _____ AM PM _____.
(Date) (Time) (Time Zone)

This delivery order covered emergency response cleanup services

at _____. At that time, it
(Name and Location of Site)

was agreed, between the undersigned Ordering Officer and

_____, that you were required to respond to
(Name of Contractor's Representative)

this delivery order and be on-scene with all ordered personnel

and equipment at _____ AM PM _____. The following items
(Time) (Time Zone)

were ordered: _____

_____

_____

_____

As of this time, the following condition has occurred:

a. You have failed to arrive with any personnel or equipment

b. Only the following personnel and equipment have arrived:

_____

_____

_____

_____

You are hereby notified that the Government considers your failure to arrive on-scene with all ordered personnel and equipment a condition that is endangering performance of this delivery order in accordance with its terms and the terms of your contract.

Therefore, unless such failure to perform is cured by _____ AM/PM
(Time)
_____, the Government may terminate subject delivery order
(Time Zone)
for default under ARTICLE XLVI and General Provision No. 11 of your contract.

Your attention is directed to your contractual liabilities in the event the delivery order is terminated for default, and you are requested to provide an explanation of your failure to perform the services ordered within the time required. Such explanation must be received by _____ AM/PM _____. Failure to present such
(Time) (Time Zone)
explanation may be taken as an admission that no valid explanation exists.

Sincerely,

_____ _____
Signature Name (Print)
of Ordering Officer

cc: Contracting Officer

Contracting Officer as early and as often as necessary when such delays are occurring. Any action taken by the OSC, no matter how unimportant it may seem, could potentially waive the Government's right to collect liquidated damages or to terminate a Delivery Order for default. Therefore, good documentation and close communication are vital. It is critical that the OSC keep a log and record exactly the time the contractor was notified and what time the contractor was expected to arrive at the site. The OSC must take care to be precise when communicating orally with the contractor, and have the Program Manager (or his designee) repeat the time they are required to be on scene and what personnel and equipment have been ordered. The OSC/Ordering Officer should be very careful that time zones are clarified in areas where there may be a question. When the contractor arrives, the time must also be noted. In some cases, the OSC's log may be the only available evidence submitted in the event of a dispute, thus all conversations and activities and the times they took place must be recorded with precision.

5. NOTICES REGARDING WORK STOPPAGE ("STOP WORK ORDERS")

An Ordering Officer, OSC or the Contracting Officer may, at any time, by written order to the contractor, require the contractor to stop all, or any part, of the work called for by any Delivery Order. The Stop Work Order will be effective for a period not to exceed fourteen (14) calendar days after the receipt of the order by the contractor. The form to be used for issuing a Stop Work Order is shown in Exhibit IV-8*. Upon receipt of such a notice, the contractor must comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage. Upon issuance or cancellation of a Stop Work Order to the contractor, the Ordering Officer or OSC must immediately notify the Contracting Officer. The OSC must be aware that standby costs may be incurred for vehicles and other equipment left on site during the stop-work period.

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* Detailed instructions are provided in the EPA Superfund Emergency Contracting Procedures, pg. 25.

EXHIBIT IV-8

NOTICE REGARDING WORK STOPPAGE

Date:
Contract or Order Number:
Contractor:

A. ☐ **STOP WORK ORDER** — 1. Pursuant to the contract provision entitled "Stop Work Order," you are hereby directed to stop:

☐ all work called for by the above numbered contract.

☐ a portion of the work called for by the above numbered contract. The portion of the work to which this stop work order applies is as follows):

1. You shall stop work as identified above for a period of _____ calendar days after receipt of this stop work order. You are directed to take all reasonable steps to minimize the incurrence of costs allocable to the work covered by this order during the work stoppage period.

2. You may submit a claim for an equitable adjustment in the contract performance period or contract price (or cost), or both, and in any other provisions of the contract that may be affected by the work stoppage. Such claim shall be submitted within thirty (30) calendar days after the end of the work stoppage period to the Environmental Protection Agency, Headquarters Procurement Operations, Procurement Section H (PM-214-M), 401 M Street, S.W., Washington, D.C. 20460.

B. ☐ **CANCELLATION OF STOP WORK ORDER**

By stop work order dated _____, you were directed to cease all, or a portion of the work called for by the above numbered contract. you are hereby notified that such stop work order is cancelled;

☐ in whole, and you shall resume the work as stated in the contract.

☐ in part, and you shall resume the portion of the work stated in the contract as follows:

The United States of America

By_____
Contracting Officer

Acknowledge Receipt by Contractor

_____ _____
Signature of Contractor Representative Date

When the Stop Work Order period expires or is cancelled by the Ordering Officer, Contracting Officer or OSC, the contractor will resume work unless the Headquarters Contracting Officer states otherwise. An equitable adjustment will be made in the Delivery Order period of performance or Delivery Order price, or both, and in any other provisions of the Delivery Order that may be affected, and the Delivery Order will be modified in writing accordingly, if the following two conditions apply:

- The Stop Work Order results in an increase in the time required for, or in the contractor s cost properly allocable to, performance of any part of the Delivery Order.

- The contractor submits a written claim to the Contracting Officer for such adjustment within 30 calendar days after the end of the period of work stoppage; provided that, if the Contracting Officer decides the facts justify such action, he may receive and act upon any such claim asserted at any time prior to the final payment under the contract.

If a Stop Work Order is not cancelled and the work covered by such order is terminated for the convenience of the Government, the reasonable costs resulting from the Stop Work Order may be allowed by the Contracting Officer in arriving at the termination settlement.

If a Stop Work Order is not cancelled, and the work covered by such order is terminated for default, the reasonable costs resulting from the Stop Work Order may be allowed by the Contracting Officer in equitable adjustment or otherwise.

After the OSC obtains the contractor's acknowledgment of receipt of the Notice as indicated on the form, distribution of copies of the Notices Regarding Work Stoppage shall be as follows:

Original - Contractor

Copy 1 - Procurement (EPA, Headquarters Procurement Operations, Procurement Branch A, Emergency Response Contracting Section (PM-214-F), 401 M St., S.W., Washington, D.C. 20460)

Copy 2 - Originator (OSC)

Distribution to the above EPA offices should be accomplished within twenty-four (24) hours after issuance of the Notice Regarding Work Stoppage.

6. PROJECT SITE FILES

A project file should be established by the OSC upon authorization of each new project. The file should be labeled and should contain all important documentation generated by the project. At a minimum, each file should include the documents shown in Exhibit IV-9.

All site-specific information should be maintained in a centralized project file. This will ensure that whenever such information is needed, it will be readily available and accessible to OSCs, DPOs, and other EPA staff. The project file should be maintained by the OSC while the removal is in progress; the OSC may use administrative support personnel or TAT to set up and maintain files. After the project is completed, it should be maintained by a Regional administrative staff member in a centralized project filing system.

There are two major benefits in having centralized project files:

- Improved Access - When the OSC maintains responsibility for site files, access to site files often depends on the availability of the OSC, who may be on site and out of the office for extended periods. Delegating file responsibility to a central administrative position ensures access in the absence of the OSC.

EXHIBIT IV-9

REMOVAL SITE FILE STRUCTURE

SECTION

1 Project Authorization

- Notifications to potentially responsible parties
- Authorization to spend Fund resources
- Related OSC correspondence

2 Contract Awards

- Contractor Selection Documentation
- Delivery Order/Notice to Proceed
- Acknowledgment of Receipt
- Procurement Request(s)
- Contract Amendments
- TDD for TAT

3 Site Safety Plan
4 Community Relations Plan
5 POLREPS
6 Action Memo
7 Work Reports
8 Personnel/Equipment Logs
9 Cost Documentation Index
10 Daily Cost Sheets (Form 1900-55)
11 Incident Obligation Log

EXHIBIT IV-9 (Continued)

12 Invoices

- Cleanup contractor (ERCS)
- Other (i.e., contract lab work, aerial photography)

13 OSC Log

14 EPA Time and Travel

15 TAT Costs

16 Photographs

17 Sample Results

18 Manifests or Permits

- Improved Security - Site files maintained by the OSC are vulnerable to loss or damage while the OSC is out of the office. Controlling access through a central contact reduces this risk. Control can be maintained through the use of locked cabinets and sign-out procedures.

Each Region should designate the appropriate time for file transfer; OSCs may want to keep site files until the last invoice is certified, or until the final OSC report is written.

Recently, as a result of a requirements in Section 113(k) of CERCLA, as amended by the Superfund Amendments and Reauthorization Act (SARA), EPA must establish administrative records containing information used by the Agency to make its decision on selection of particular response actions under CERCLA. The Regions should ensure that such information is assembled and available for public, including potentially responsible party, review both in the Regional office and "at or near the facility at issue." This requirement applies to removal actions where an Action Memorandum has been signed or public comment has been solicited.

The information contained in the administrative record is a subset of information included in the site file. At the present time, the specific items to be included in the administrative record are being developed and refined. Meanwhile, the items in Exhibit IV-10 should be used as an indication of information that is to be placed in the administrative record. For further information on administrative record requirements, consult EPA memorandum entitled "Administrative Records for Decisions on CERCLA Response Actions", Director of OWPE, May 29, 1987 (OSWER Directive 9833.3).

* * * * *

This concludes the discussion of procedures for initiating contractor response services. The next chapter describes procedures for monitoring the contractor's performance of activities specified in the Delivery Order and payment of the contractor for services rendered.

EXHIBIT IV-10

DOCUMENTS FOR REMOVAL ACTIONS*

- QA/QC'd raw data**
- Removal preliminary assessment
- Site investigation report
- Any other factual data relating to reasons why we selected a particular removal action at the site
- Chain of custody forms**
- Engineering evaluations
- Cost analysis documents
- Final data summary sheets of technical models used to evaluate the site

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* Drafts and internal memoranda are not included in the record unless they contain information used to base the decision which the final document does not contain, or the decision-maker chooses to base the decision on a draft document.

** QA/QC'd raw data (e.g., results of QC runs, chromatograms, mass spectra), and chain of custody forms are part of the record and available to the public, but need not be in the same physical location as the record in the Regional office or in the information repository at or near the site.

EXHIBIT IV-10
(Continued)

- Action Memorandum
- ATSDR health assessment (draft versions not included)
- Memoranda on major site specific policy and legal interpretations (e.g., off-site disposal availability, compliance with other environmental statutes, special coordination needs, e.g., dioxin, provisions for State assumption of post-removal site control)
- Information from telephone logs relied on in selecting response
- New technical information presented by PRPs during negotiations
- Guidance documents and technical sources ***
- Community Relations Plan
- Public comments, if any
- Responses to significant comments
- Copies of any notices, including notices to PRPs, States, Natural Resources Trustees, notices of availability of information

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*** Guidance documents and technical sources may be kept in a central memorandum compendium by the docket clerk. They need not be in each site-specific record. The index to the record should reference titles of relevant guidance documents and technical sources.

EXHIBIT IV-10
(Continued)

- Documentation of meetings during which the public and PRPs present information upon which the agency bases its decision on selection of a removal action (may be after-the-fact restatement of issues raised

- Administrative Orders

- Consent decree(s), comments and responses to comments on the consent decree

- Affidavits or other sworn statements of expert witnesses

- Amendments to Action Memorandum, including ceiling increase Action Memoranda, and Action Memorandum on technical changes; information which caused the agency to change the decision, comments, and responses to comments

CHAPTER V

PROJECT MONITORING AND FINANCIAL MANAGEMENT

CHAPTER V

PROJECT MONITORING AND FINANCIAL MANAGEMENT

KEY TOPICS

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CHAPTER V

PROJECT MONITORING AND FINANCIAL MANAGEMENT

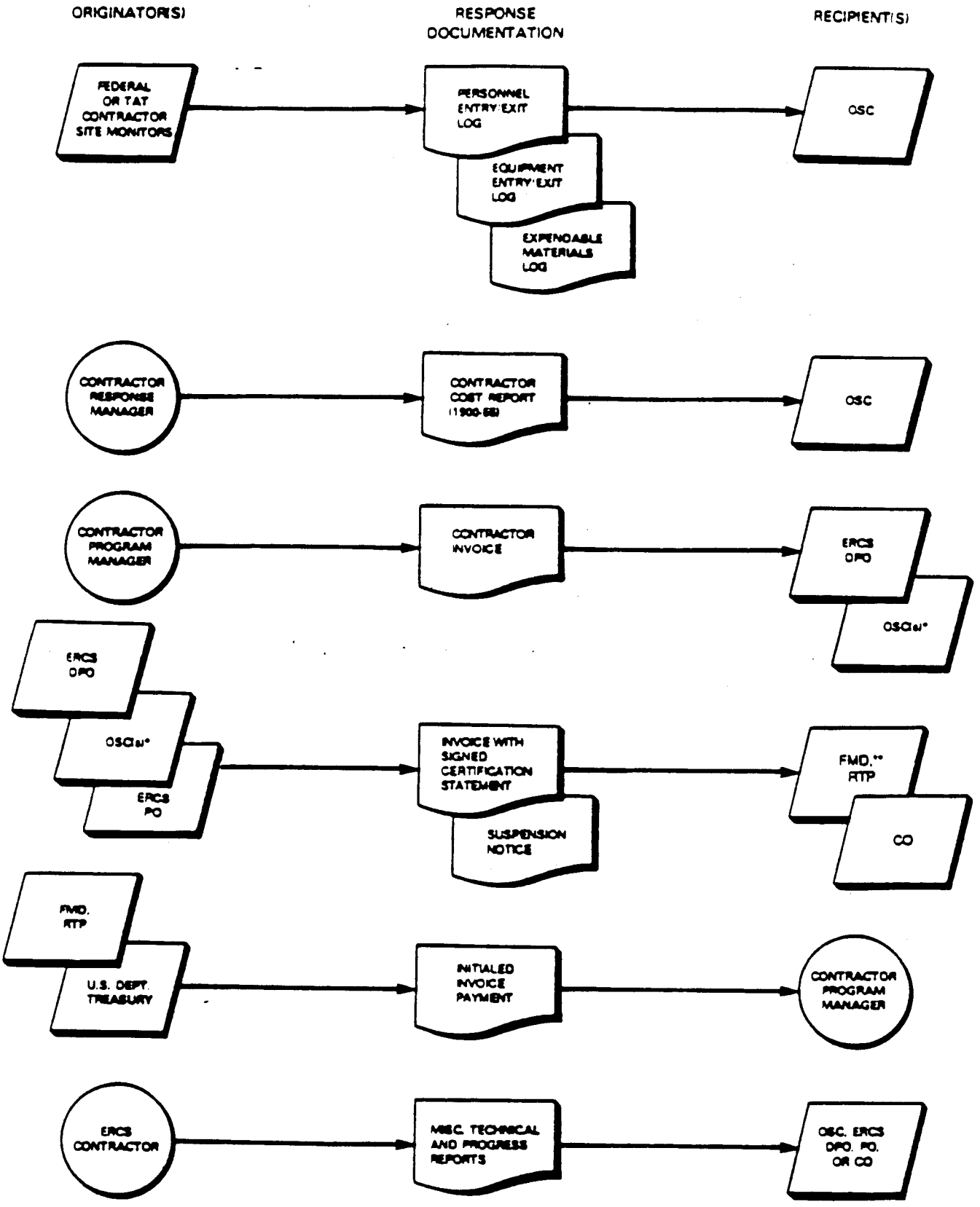
OSCs must be aware of, in control of, and responsible for each charge to their sites. Once the Delivery Order has been initiated, the OSC is responsible for monitoring services performed by the contractor to ensure consistency with the Site Budget, Action Memo, Delivery Order Statement of Work and time and material cost estimates. As site manager for the Government, the OSC is responsible for:

- Intramural and extramural expenditures
- Scheduling work
- Directing the contractor
- Reviewing project status
- Certifying invoices submitted by the ERCS contractor for payment.

The sequence of management interactions and support documentation required for project monitoring and financial management is summarized in Exhibit V-1.

To assist the OSC in monitoring project performance and financial management, procedures have been established and are detailed in the Removal Cost Management Manual. This manual is currently being revised and will be available in 1987. In addition, procedures relating to the review and certification of contractor charges are detailed in the EPA Superfund Emergency Contracting Procedures. Together, these manuals provide the OSC and other Federal officials with the framework for assuring that public funds are spent prudently. It should be stressed that OSCs share this responsibility with the Contracting Officer, contract auditors, and with the ERCS contractor, through specific contract provisions. This chapter complements the guidance provided in the two manuals by outlining the procedures developed specifically for monitoring contractor services procured under the ERCS contracts.

EXHIBIT V-1
Project Monitoring and Financial Management



*Distribution of invoices for certification and forwarding of invoices for payment will not be accomplished through the ERCS DPO for non-EPA officials (e.g., USCG OSCs) managing removal projects under an ERCS contract. Non-EPA officials will receive invoices directly from the contractor and forward them directly to FMD.

**FMD, RTP – Financial Management Division, Contracts Financial Operations (MD-32), Research Triangle Park, North Carolina, 27711.

1. DAILY PROJECT TRACKING

The OSC assumes ultimate responsibility for the outcome of a removal project. In order to maintain effective control during a removal response, the OSC should develop a routine that includes:

- Defining contractor activity
- Monitoring contractor progress
- Reviewing progress with the contractor.

The following sections will discuss procedures to be followed by the OSC in defining, monitoring, and reviewing a contractor's progress in completing a removal action.

1.1 Defining Contractor Activity

In many removal situations, the amount of time the Ordering Officer or OSC has to assess the nature of the release and determine the scope of the removal actions may be quite limited. In some instances, the OSC may be required to conduct the assessment of the incident and implement removal actions simultaneously, necessitating daily revision of the personnel, equipment and materials needed to conduct the removal.

These conditions underscore the importance of providing frequent written direction to the ERCS contractor during a removal. Frequent communication will preclude misunderstandings between the OSC and the contractor. All OSC directions given to the contractor on site should be documented and maintained in the removal project file. The Removal Cost Management Manual suggests using one of three documents for this purpose:

- Work Report
- POLREP
- OSC Log.

This documentation of authorized work must be retained to permit reconciliation of disputes with the contractor and to support cost recovery efforts. Examples of each of these documents are included in the Removal Cost Management Manual.

Regardless of the form chosen by the OSC, the message should be the same; the contractor must be given a clear understanding of the task to be performed, the resources (personnel, equipment and materials) to be employed, and the expected time frame in which to conduct the work. The frequency with which these communications are issued is left to the discretion of the OSC. If work conditions change rapidly, daily or even hourly revisions may be required. If a particular phase of work is fairly predictable and is to be performed for extended periods (e.g., drum staging), weekly revisions may be more appropriate.

1.2 Monitoring Contractor Progress

The contractor is responsible for providing the resources to complete tasks assigned by the OSC. At the end of each day the contractor must identify in the Contractor Cost Report (EPA Form 1900-55) all charges for resources used (see Exhibit V-2).

The OSC or other designated Federal employee must verify and attest to by signature the accuracy of the labor, equipment, materials and subcontractors claimed in the Contractor Cost Report.* Verfication procedures, described in the Removal Cost Management Manual, have been developed to provide a basis for the evaluation of reported charges. While cost-tracking methods may vary, they should provide, at a minimum,

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* Appendix C is provided for the purpose of illustrating allowable and unallowable charges under the ERCS Zone 4 contract including a discussion on labor rates, equipment rates, overtime rates, travel and per diem costs, and other direct costs. However, since these charges vary from zone to zone, it is very important that the OSC and DPO refer to the specific contract for their zone to ascertain exactly which charges are allowable and which are not.

EXHIBIT V-2a

Contractor Personnel Report

Form Approved
OMB Approval No 2000 0385
Expiration Date 6 30 83

US ENVIRONMENTAL PROTECTION AGENCY
HAZARDOUS SUBSTANCE RESPONSE FUND
CONTRACTOR COST REPORT

CONTRACTOR PERSONNEL REPORT

CONTRACTOR

CONTRACT NUMBER

ASSIGNMENT NUMBER

DATE

1. EMPLOYEES ASSIGNED	2. WORK CLASSIFICATION	3. HOURLY LABOR RATE		4. HOURS EMPLOYED		5.	6. TOTAL HOURS		7. TRAVEL AND SUBSISTENCE COSTS	8. TOTAL PERSONNEL COSTS
		REGULAR	OVERTIME	FROM	TO	BREAK TIME	REGULAR	OVER TIME		
								TOTAL PERSONNEL COSTS		

EPA Form 1800-55 (1 82)

Original – On Scene Coordinator
Copy 1 – Contractor
Copy 2 – [illegible]rement

Page 1 of 4

CONTRACTOR–OWNED EQUIPMENT/MATERIALS REPORT

CONTRACTOR	CONTRACT NUMBER
ASSIGNMENT NUMBER	DATE

9. EQUIPMENT USED	10. HOURS USED		11. COST PER HOUR	12. TOTAL HOURS	13. TOTAL COST	15. MATERIALS USED	16. QUANTITY	17. TOTAL COST
	FROM	TO						
14. TOTAL EQUIPMENT COSTS				$		18. TOTAL MATERIAL COSTS	$	

EPA Form 1900 55 (1 87)

Original - On Scene Coordinator
Copy 1 - Contractor
Copy 2 - Procurement

Page 2 of 4

EXHIBIT V-2c
Subcontractor Report

SUBCONTRACTOR REPORT	CONTRACTOR	CONTRACT NUMBER
	ASSIGNMENT NUMBER	DATE

19. SUBCONTRACTOR NAME	20. WORK DESCRIPTION	21. SUBCONTRACT AMOUNT	23. REMARKS

24. CONTRACT CEILING AMOUNT	$
25. TOTAL ESTIMATED CONTRACT COSTS TO DATE	$
22. TOTAL SUBCONTRACT COSTS $	26. TOTAL ESTIMATED COSTS TO COMPLETE CONTRACT $

I certify that this report is a true and complete record of the labor, supervision, travel, equipment, materials, and subcontractors which I ordered and authorized from the contractor in the performance of the above-cited contract.

I certify that this report is a true and complete record of the labor, supervision, travel, equipment, materials, and subcontractors provided by the contractor in the performance of the above-cited contract.

Signature of OSC Representative	Time Arrived on Scene	Time Departed	Signature of Contractor's Authorized Representative	Date

EPA Form 1900-56 (1 82)

Original – On Scene Coordinator
Copy 1 – Contractor
Copy 2 – Procurement

Page 3 of 4

(to be completed by Contractor Representative)

GE L

Con tor Block — Enter the name of the contractor.

Contract No. Block — Enter the contract number from the contract document.

Assignment No. Block — When applicable enter the specific work assignment number provided by the On-Scene Coordinator.

Date Block — Enter the month, day, and year the report is prepared.

CONTRACTOR PERSONNEL REPORT *(Page 1 of 4)*

Block 1 — Enter the name of each employee whose services will be directly charged to the contract for the particular day.

Block 2 — Enter the work classification of each employee listed in Block 1.

Block 3 — Enter the hourly labor rate (regular and overtime) of each employee listed in Block 1.

Block 4 — Enter the time each employee from Block 1 arrived at and departed from the work site.

Block 5 — Enter the amount of break time taken by each employee listed in Block 1.

Block 6 — Enter the number of hours, regular and overtime, worked during the day by each employee listed in Block 1 (exclude break time).

Block 7 — Enter the travel and subsistence costs incurred the particular day by each employee listed in Block 1.

Block 8 — Enter the total personnel expenses to be directly charged to the contract for the particular day.

CONTRACTOR-OWNED EQUIPMENT/MATERIALS REPORT *(P of 4)*

Block — Enter a brief description of the equipment used for the particular day.

Block 10 — Enter the time of day during which each item of equipment listed in Block 9 was used.

Block 11 — Enter the hourly charge for use of the equipment listed in Block 9.

Block 12 — Enter the total hours the equipment from Block 9 was in use for the particular day.

Block 13 — Enter the charges for the day for use of the equipment listed in Block 9.

Block 14 — Enter the total equipment charges incurred for the day.

Block 15 — List the materials used during the day.

Block 16 — Enter the quantity of materials from Block 15 used during the particular day.

Block 17 — Enter the costs for the quantity of materials listed in Block 16.

Block 18 — Enter the total material costs incurred for the day.

D. SUBCONTRACTOR REPORT *(Page 3 of 4)*

Block 19 — Enter the names of subcontractors employed for the particular day.

Block 20 — Enter a brief description of the services provided during the day by each subcontractor listed in Block 19.

Block 21 — Enter the amount of costs incurred for the day by each subcontractor listed in Block 19.

Block 22 — Enter the total subcontract costs incurred for the day.

Block 23 — Enter any appropriate remarks.

Block 24 — Enter the dollar amount of the contract.

Block 25 — Enter the estimated amount of total costs incurred as of the date of the report.

Block 26 — Enter the estimated amount of total costs to complete the contract.

Certification Statement — Sign and date the report. Submit it to the On-Scene Coordinator or his/her representative.

A Form 1900-55 (1-82)

Page 4 of 4

sufficient detail to supply the OSC with an alternate set of cost estimates to which contractor charges can be compared. Prior to reviewing the Contractor Cost Report at the end of the day, the OSC or designee should collect and summarize documentation used in tracking resource usage to develop estimates that will provide the basis for evaluating the reasonableness of contractor charges. The Contractor Cost Report should be signed by the OSC within 24 hours of the report's submission, even if it cannot be reconciled with the OSC's cost documentation. If a discrepancy exists, the OSC and contractor representative should try to reconcile the difference. If the difference is irreconcilable, the OSC should refer the matter to the EPA Headquarters Contracting Officer.

It is strongly suggested that the OSCs make use of the software in Version Three of the User's Guide for Removal Cost Management Software. This manual can be used to assist the OSC in preparation of cost management forms, in cost tracking, and in cost estimating.

1.3 Reviewing Project Status

The OSC should review project status with the contractor at the end of each work day. Progress should be reviewed with respect to 1) the status of assigned tasks and 2) resources required to complete the tasks. While reviewing the status of the day's activities, the OSC and the contractor representative also should discuss potential problems and approaches that might be incorporated in the development of new contractor directions for the next day.

The primary objective of the review session is to reconcile the charges for personnel, equipment and materials used each day and reported in the Contractor Cost Report (see Exhibit V-2). An accurate record of entry and exit of personnel and equipment must be maintained to help the OSC verify contractor charges at the end of each day (and to ensure site safety and security). An example Site Entry and Exit Log is presented in

the Removal Cost Management Manual. OSCs can make use of the U.S. Coast Guard Strike Team, the TAT contractor, or temporary personnel on site to assist in maintaining the suggested logs.

The OSC must compare the costs claimed by the contractor with those derived from daily site documentation. This can be made easy by the use of the computer software described in the User's Guide. It should be recognized that the ERCS contractor sometimes must estimate charges on the cost reports, particularly subcontractor costs. If satisfied that the charges claimed are reasonable, the OSC should sign page 3 of the Contractor Cost Report. If a discrepancy exists, the OSC and contractor representative should try to reconcile the difference. If the difference is not reconcilable, the OSC should note on the form itself the amount disputed and refer the matter to the Contracting Officer.

After agreeing on the charges for the day, the OSC should record the amount in a personal file that functions as the project "checkbook," providing an accurate estimate of cumulative project funds used and available. The Removal Cost Management Manual suggests the use of the Incident Obligation Log or POLREPS to record cumulative costs. The OSC may also use this "checkbook" to help verify invoice charges (discussed in Section 2.2 of this chapter). By adding all charges for a billing period, the OSC can estimate invoice charges for comparison with the actual invoice received. The software in the User's Guide also provides an estimate of invoice charges and other functions.

While the tracking and invoice reconciliation procedures described above are essential, OSCs should recognize that the Contracting Officer is responsible for performing a detailed final cost review for each response action, relying on the project records and advice of the OSC and others (e.g., auditors).

2. MONTHLY INVOICE CERTIFICATION

To ensure timely payment for contractor services rendered, certification procedures have been developed and include the following steps:

- Distribute the invoice package
- Verify invoice charges
- Document questionable charges (if necessary)
- Certify the invoice
- Submit the invoice for processing.

The certification process described in the following subsections must not take longer than five days after the ERCS DPO receives the invoice package. The ERCS DPO will be responsible for ensuring that invoices are processed within the five-day limit.

The contractor invoice is a written request for payment under the contract for supplies delivered or for services rendered. In order to be proper, an invoice under a cost-reimbursement contract must be prepared in accordance with EPA Form 1900-34, "Guide for the Preparation of Contractor's Claims for Reimbursement of Costs and Fees Under Cost Reimbursement Type Contracts" or EPA Form 1900-34A, "Guide for the Preparation of Contractor's Claims for Reimbursement of Costs and Fees Under Cost-Plus-Award-Fee (CPAF) Type Contracts." The contractor should prepare and submit invoices in quadruplicate unless otherwise specified.

2.1 Distributing the Invoice Package

Each month, the ERCS DPO will receive an invoice package from the ERCS contractor consisting of one invoice for each removal project conducted under the direction of an EPA OSC for the previous billing period. After receiving the package, the ERCS DPO must promptly (1) date-stamp the invoices, (2) distribute the forms to the OSCs responsible for the associated projects and (3) ensure certification of the invoice or submit by memorandum an itemized listing of questionable charges within the five-day period.

The ERCS DPO will not be responsible for distributing invoices to non-EPA Federal officials such as USCG OSCs, who are managing removal projects under an ERCS contract. Instead, these non-EPA officials will receive the invoices directly from the contractor.

2.2 Verifying Invoice Charges

The OSC or designated Federal official will evaluate whether the charges listed on the invoice and supporting information are correct by comparing them with the logs, reports, or other records kept for the removal project during the month. This can be made easier by use of the software and procedures described in the User's Guide. If any charges are questionable, OSCs should follow the procedures described in the following section. The OSC should also verify the accuracy of the accounting information entered, including the contract number and accounting number.

2.3 Documenting Questionable Charges

If any charges appearing on the invoice are questionable, the OSC should first attempt to resolve the issue with the contractor within the five-day period. If this is not successful, the OSC should contact the assigned Negotiator or the Contracting Officer through the ERCS DPO, and identify the questionable charges. The OSC should certify only that portion of the invoice which is acceptable, as described in Section 2.4.

A copy of the disputed invoice should be sent to the Contracting Officer, with an explanation of the item(s) in question. The memorandum shown in Exhibit V-3 should be used for this purpose. Non-EPA OSCs and Federal designees should coordinate questions through the ERCS Contracting Officer.

2.4 Certifying the Invoice

After reviewing the invoice and supporting information, the OSC or designated Federal official should certify the invoice by signing and

EXHIBIT V-3

Documenting Questionable Charges - Sample Memorandum

MEMORANDUM

SUBJECT: Contract No. _____
Delivery Order No. _____
(if applicable)

Contractor Name _____ Date _____

Invoice No. _____

FROM: _____
On-Scene Coordinator
Region _____

TO: Accounts Payable Branch
Contracts Section (MD-32)
Office of Financial Management
Research Triangle Park, N.C. 27711

I have reviewed the subject invoice for payment and have attached it with the signed certification statement. However, I recommend that only partial payment of $_____ be made on this invoice, based upon my review and comparison of the amounts charged with those accepted on the Reports of Daily Services (EPA Forms 1900-55). The following individual items are questioned:

Date (from 1900-55)	Line Item	Amount Invoiced	Amount Disputed	Amount Recommended for Payment
Totals:		_____	_____	_____

Attached is my explanation for all disputed amounts. On the basis of this, I recommend that $_____ be withheld from the total amount paid.

Attachments: Certified invoice
Explanation of charges not accepted

cc: Contracting Officer
Contractor

dating the OSC Certification Statement stamped or typed on the invoice. Potential disputes will be easily resolved where this date is clarified.

Certification of an invoice implies only that the services have been rendered. Certification is not intended to signify that invoiced costs are absolutely accurate or complete. The Contracting Officer is responsible for reviewing, definitizing and ultimately accepting the final costs. Ensuring reasonableness of prices paid will be the responsibility of the Procurement and Contracts Management Division (PCMD).

The certification process shall not exceed five days, even in the event of a dispute. The invoice should be signed with the disputed amount indicated. If an EPA OSC is out of town or otherwise unavailable, the ERCS DPO is authorized to certify the invoice for the OSC. Non-EPA OSCs or other Federal officials must designate in advance an alternate who will be responsible for invoice certification in their absence.

2.5 Submitting the Invoice for Processing

The invoice should be forwarded to:

Environmental Protection Agency
Financial Management Division
Contracts Financial Operations (MD-32)
Research Triangle Park, NC 27711

If any amounts are questioned, a copy of the cover memo (see Exhibit V-3) should be sent to the Contracting Officer.

3. OSC AND CONTRACTOR REPORTING REQUIREMENTS

Regular reporting is required to provide timely status information as well as historic removal incident documentation. Much of the responsibility for reporting and documentation falls on the OSC and the contractor.

3.1 OSC Reporting Responsibilities Under ERCS

The OSC or Federal designee must prepare a Contractor Performance Summary report upon completion of a removal project. A sample report is provided in Exhibit V-4. Copies of the the report should be forwarded to the ERCS DPO, Project Officer and Contracting Officer within 30 days of completion of a project. The report should provide a concise review of the contractor's project performance that can be used by the ERCS DPO to identify trends or recurring difficulties relating to cleanup actions.

In addition to providing ERCS contract management with a vehicle for conducting regular contractor reviews, the performance summary report may also be used by the OSC or Federal designee as supporting documentation in development of award fee Performance Event Reports (PERs). The performance evaluation award fee process, discussed at length in Chapter VI, enables the Agency to provide the contractor with an award fee in the form of financial reward for outstanding performance.

3.2 ERCS Contractor Reporting Requirements

Each ERCS contractor is required to provide several reports to EPA on a periodic basis for use in monitoring project performance. A list of these reports is presented in Exhibit V-5. The DPO and/or the OSC are responsible for ensuring the accuracy, timeliness and completeness of all submitted reports. Detailed information on each required contractor report is presented below.

Daily Contractor Cost Report (EPA Form 1900-55)

This form should contain the estimated or actual daily cost information on personnel, equipment, material analysis, transportation, disposal, subcontract handling charge, miscellaneous, travel and subsistence, using EPA form 1900-55. This report is completed and signed by the Contractor Response Manager, and is then reviewed and signed by the OSC. Copies of the form are then provided to the OSC, the Contracting

ERCS CONTRACTOR PERFORMANCE SUMMARY

1. CONTRACT NO.	2. DELIVERY ORDER NO.	3. EPA REGION/USCG DISTRICT:
4. DELIVERY ORDER CEILING AMOUNT:		5. ZONE:

6. ISSUED TO: CONTRACTOR (*Name, Address and Zip Code*)	7. RESPONSE LOCATION: (*Site Name, Address and Zip Code*)
8. RESPONSE MANAGER: (*Name and Phone No.*)	9. ON-SCENE COORDINATOR: (*Name and Phone No.*)

10. DESCRIBE SCOPE OF WORK:

11. PERSONNEL AND EQUIPMENT ON SITE WITHIN REQUIRED RESPONSE TIME? COMMENT:

12. WORK PERFORMED BY: ERCS CONTRACTOR ____ SUBCONTRACTOR (*Name*) _____	13. INITIAL COST ESTIMATE: _____ FINAL COST: _____
14. ANY PROBLEMS RESULTING FROM USE OF SUBCONTRACTOR?	15. REASONS FOR COST SAVINGS/OVERRUN, IF ANY:

16. EVALUATION OF CONTRACTOR'S COST CONTROLS:

17. DAILY COST REPORTS:
CURRENT ____ ACCURATE ____

SHEET 1 WHITE — OSC COPY
SHEET 2 CANARY — OPO RETENTION COPY
SHEET 3 PINK — PROJECT OFFICER COPY

ERCS CONTRACTOR PERFORMANCE SUMMARY

CONTRACT NO.	DELIVERY ORDER NO.

9. PERSONNEL AND EQUIPMENT USED IN AN EFFICIENT MANNER? COMMENT:

10. INTERACTIONS BETWEEN ERCS CONTRACTOR AND OTHER ON-SCENE PERSONNEL (*i.e., TAT, REM/FIT, State Personnel*)

☐ GOOD ☐ SATISFACTORY ☐ UNSATISFACTORY COMMENT:

11. NECESSARY SAFETY PRECAUTIONS TAKEN? ☐ YES ☐ NO COMMENT:

12. UNUSUAL PROBLEMS/OCCURRENCES AFFECTING CONTRACTOR'S PERFORMANCE:

13. OVERALL ASSESSMENT OF CONTRACTOR'S PERFORMANCE: (*Additional pages may be added, as necessary*)

Name of On-Scene Coordinator	*Signature*	*Date*

SHEET 1 WHITE OSC COPY
SHEET 2 CANARY OPO RETENTION COPY
SHEET 3 PINK PROJECT OFFICER COPY

EXHIBIT V-5

Required Contractor Reports

Report	Originator	Reporting Frequency	Distribution
Daily Contractor Cost Report (EPA Form 1900-55)	Contractor Response Manager	Daily	OSC, CO, RTP
CERCLA Off-Site Disposal Report	Contractor Response Manager	10 Days Following Disposal	DPO, PO
Monthly Contract Status Report	Contractor Program Manager	Second Monday Following the Month	PO (2 Copies) CO (2 Copies)
Monthly Regional Status Report	Contractor Program Manager	Second Monday Following the Month	DPO
Year-End Report	Contractor Program Manager	30 Days Following End of Period of Performance	PO (5 Copies)
Quality Assurance Program Plan	Contractor Program Manager	15 Days Following Award of the Contract	PO (2 Copies)
Quality Assurance Data Report	Contractor Response Manager	Second Monday Following the Month	DPO, HRSD
Site-Specific Allocation Report	Contractor Program Manager	Dec. 31 of Each Year and 90 Days Following Contract Completion	PO
Initial Financial Management Report	Contractor Program Manager	15 Days Following Effective Date of Contract	PO (2 Copies) CO
Monthly Financial Management Report	Contractor Program Manager	Second Monday Following the Month	PO (2 Copies) CO
Property Management Program Plan	Contractor Program Manager	30 Days Following Contract Award	Property Administrator
Fixed-Rate Cost Report	Contractor Program Manager	60 Days Following Completion of Each Six-Month Period of the Contract	CO
Site Safety Plan-	Contractor Response Manager	Prior to Beginning Cleanup at Site	OSC
Work Report	Contractor Response Manager	Prior to Beginning Each Phase of Cleanup at Site	OSC
Site Progress Report	Contractor Response Manager	As Specified by the OSC	OSC
Contractor's Final Report	Contractor Response Manager	30 Days of Conclusion of On-Site Work	OSC

Officer, and the Financial Management Division office in Research Triangle Park (RTP), North Carolina. If removal cost management software is used, the OSC should archive the disk to be transmitted to PCMD for definitization.

The Daily Contractor Cost Report should be prepared on site at the end of each work day or no later than noon the following day. This information shall be updated in weekly summaries to reflect actual or corrected cost information using EPA form 1900-55. The OSC reviews and signs 1900-55s daily.

CERCLA Off-Site Disposal Report

The specific information required to report CERCLA off-site waste management activities should be recorded on the form presented in Exhibit V-6. The form is submitted by the Contractor Response Manager to the Project Officer and DPOs within 10 days after disposal has been completed at each site.

Monthly Contract Status Report

This report is prepared by the Contractor Program Manager and contains highlights of all contractor activities during the month being reported and activities anticipated during subsequent report periods. It includes a description and the status of all active Delivery Orders including work progress, percent of completion, problems or unique situations encountered and corrective actions taken, and changes in personnel associated with the Delivery Order. It provides a graphic presentation of equipment and materials and the contract expenditures versus yearly minimum and maximum contract amounts. It also provides the following cumulative financial data for each removal action: funds obligated; estimated or actual costs for all cost categories associated with personnel, equipment, materials and any other service.

EXHIBIT V-6

THE CERCLA OFF-SITE DISPOSAL REPORT

Information Required for CERCLA Off-site Waste Management Activities

---

1. Superfund site name/State/ERRIS number: _____

2. Type of action (Check one)

   - Removal
   - Remedial

3. Type and form of waste:

   Type: _____ Form: _____

   Use RCRA Type Listing

   - fluid
   - waste
   - Sludge (solid or non-solid)

4. Quantity of waste: _____

   - cubic yard (CY)
   - gallons (gal)
   - drums
   - lab packs

5. Pre-treatment of waste before transportation: _____

   - precipitation
   - neutralization
   - solidification
   - fixation
   - stabilization
   - other

6. Receiving RCRA facility name/location/I.D. number/unit _____
   _____

7. Receiving Region _____

8. Receiving Region contact for approval. (Note - this is the individual designated pursuant to the May 6, 1985 Policy)

   Name _____ Date _____

9. Date(s) of Shipments _____

EXHIBIT V-6

THE CERCLA OFF-SITE DISPOSAL REPORT
(continued)

10. Pretreatment of waste at site before final treatment or disposal: _____

    - precipitation
    - neutralization
    - solidification
    - fixation
    - stabilization
    - other

11. Final method of treatment or disposal/unit receiving: _____

    - precipitation
    - neutralization
    - incineration
    - landfill
    - land treatment
    - injection
    - recovery/re-use
    - other

12. If waste was landfilled:

    - What disposal cell number or location? _____

    - Type of liner in cell? (e.g., PVC, clay, hypalon) _____

13. Date of initiation and date of completion of cleanup:

    Date of cleanup initiation: _____

    Date of cleanup completion: _____

14. Cost of activities (include cost per unit, then denote cost basis):

    - cost based on treatment/disposal only (no transportation cost) _____

    - cost for transportation _____

The report provides data regarding Delivery Order [and program management]* billings made during the reported month, formatted as follows:

Delivery Order Billings:

- Invoice number
- Invoice date
- Amount billed at fixed rates (except per diem and provisional rate items)
- Amount billed at cost (including per diem and provisional rate items)
- Total amount billed

Program Management Billings:

- Voucher number
- Voucher date
- Total costs billed
- Base fee billed
- Total amount billed

Both the Project Officer and the Contracting Officer will receive two copies of the monthly status reports on the second Monday following the month being reported on.

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* Text applicable only to the Zone ERCS Contracts.

Monthly Regional Status Report

This report is prepared by the Contractor Program Manager and highlights all contractor activities in the appropriate EPA Region during the month being reported and activities anticipated during subsequent reporting periods. This includes a description and the status of all active Delivery Orders including work progress, percent of completion, problems or unique situations encountered and corrective actions taken, and changes in personnel associated with the Delivery Order. The contractor also provides the following cumulative financial data for each removal action in the appropriate EPA Region:

- Funds obligated

- Estimated or actual costs for all cost categories associated with personnel, equipment, materials, and any other services.

The report is to be submitted to the DPOs on the second Monday following the month being reported on.

Year-End Report

The Contractor Program Manager prepares this report, which provides a summary of the activities performed and planned for completion under the contract during the twelve (12) month period being reported. The report includes an assessment of the overall contract program, recommendations for improving the effectiveness of the program, and a summary of all removal actions taken, including technical and financial information. In addition, the report contains a cumulative summary of the usage and costs billed for 1) labor by individual labor category; 2) equipment utilized by individual type; 3) individual common materials utilized and 4) miscellaneous subcontracted items.

The Project Officer should receive five copies of the report within 30 days following the end of the period of performance.

Quality Assurance Program Plan

The Contractor Program Manager should prepare this report in accordance with "Interim Guidelines and Specifications for Preparing Quality Assurance Project Plans (QAMS-005/80)," dated December 29, 1980. Two copies of the Plan should be submitted to the Project Officer within 15 days following award of the contract.

Quality Assurance Data Report

The Contractor Response Manager should provide a copy of all analytical data generated from sample analysis and one (1) copy of any sample analysis subcontracts to the DPOs and the Hazardous Site Evaluation Division (HSED) by the second Monday following the month being reported on.

Site-Specific Allocation Report

The Contractor Program Manager is required to furnish a report summarizing site-specific allocation of costs incurred for the Program Management and base and award fees. This report shall be delivered to the Project Officer by December 31 of each year and ninety (90) days after contract completion.

Initial Financial Management Report

The Contractor Program Manager shall furnish three copies (two to the Project Officer, and one to the Contracting Officer) of a Financial Management Report in graph form depicting the projected rate of expenditure of the Management Portion under the contract. The initial report shall be delivered within fifteen (15) days after the effective date of the contract and shall contain the following:

- Identification - Contractor name and contract number

- Vertical Axis - dollars

- Horizontal Axis - time (contract period of performance in months)

- Solid line depicting the projected rate of expenditure on a cumulative basis of the estimated contract cost over the period of contract performance by month. This projection (base line) shall not change during the life of the contract without the concurrence of the Contracting Officer.

Monthly Financial Management Report

The Contractor Program Manager shall furnish a monthly Financial Management Report which, using the initial report submitted in compliance with the description above, relates costs incurred during the month being reported to the projected expenditures contained on the initial report. This Monthly Financial Management Report shall be submitted to the Project Officer (two copies) and the Contracting Officer (one copy) on the second Monday following the month being reported on.

The Monthly Financial Management Report shall contain the data in the format required in the initial report with the following information:

- Identification - add the month being reported

- Vertical Axis - dotted line representing the actual cumulative costs incurred to date by month

- Horizontal Axis - red line extended from the dotted line representing the current estimated cost to contract completion.

The Monthly Financial Management Report shall be accompanied by a reporting of costs incurred in managing the cleanup services portion of

the contract (i.e., job category, labor hours, indirect costs, management, travel).

This Financial Management Report in no way changes the notification requirements of the Limitation of Cost Clause or Limitation of Funds Clause of the contract, nor does submission of the report constitute notice as required by the Limitation of Cost Clause or Limitation of Funds Clause. The notice to the Contracting Officer is required as a separate notice in accordance with the provisions of said clauses and will be applicable only to the Management portion of the contract.

Property Management Program Plan

The Contractor Program Manager should prepare a property management program plan in conformance with Federal Acquisition Regulation (FAR) Part 45 - "Government Property" and EPA's "Guide for Control of Government Property By Contractors (Nov. 1981)." One copy should be provided to the Property Administrator within 30 days following award of the contract.

Fixed-Rate Cost Report

The Contractor Program Manager should prepare a report containing actual costs for all labor and equipment fixed-rate items. The report shall detail the base pay to employees as well as itemized costs for employee benefits. In the equipment rate area the report shall detail actual ownership costs to include maintenance and operating costs. This report should be submitted to the Contracting Officer within 60 days after the completion of each six-month period of the contract.

The Contractor Response Manager may also be requested by the OSC or other designated Federal official to provide several reports in the format specified in the Delivery Order by the Ordering Officer. These reports are described below.

Site Safety Plan

This plan covers three major areas: (1) the site itself, including any geographic hazards that may exist, (2) the materials/chemicals involved, including nature of each (e.g., explosive), exposure, recommendation for level of safety equipment to be used at site as well as personal protection and (3) all emergency services available locally, such as fire department, ambulance and hospitals, with telephone numbers for each. The contractor should provide the plan to the OSC prior to commencing cleanup action for a particular site.

Work Report

This is a written work report prepared in advance of each day's activities specifying work to be performed and the number and types of personnel, equipment, and materials to be used, and any other activities to be performed. This report also documents work accomplished. The contractor should provide the plan to the OSC in advance of commencing each phase of work on the site.

Site Progress Report

Written daily, weekly, or bi-weekly progress reports should be provided to the OSC or other designated Federal official summarizing the amount of material treated or removed from a site, transportation and disposal methods used, analytical data, and estimated or actual costs to date. The report should be submitted as specified by the OSC.

Contractor's Final Report

A final report will be provided to the OSC or other designated Federal official within thirty (30) days of the conclusion of the on-site work. This report shall detail all costs, approach used and any problems encountered.

Finally, the Contractor Response Manager provides daily oral progress reports to the OSC or other designated Federal official.

* * * * *

This chapter, together with Chapter IV, has described the entire cycle from project initiation to project completion for conducting a removal using the services of the ERCS contractor. The next chapter, Award Fee Performance Evaluation Plan, highlights procedures that may be used to award the contractor a fee for exemplary performance in conducting removal actions.

CHAPTER VI

AWARD FEE PERFORMANCE EVALUATION PLAN

CHAPTER VI

AWARD FEE PERFORMANCE EVALUATION PLAN

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CHAPTER VI

AWARD FEE PERFORMANCE EVALUATION PLAN

Performance of the ERCS contracts requires the contractors to furnish a substantial amount of labor and equipment services and materials at cost, fixed rates not having been established. The major portion of these services and materials are provided by the use of subcontracts. Reimbursement is on a cost only basis because the sources and costs therefore cannot be accurately computed to establish a prospective fee base. EPA believes that a management fee should be allowed to recognize the contractors' risk in providing these services and has established an award fee pool to achieve this purpose. Excluded from award fee calculation are all items for which the contractor will be reimbursed at fixed rates set forth in the contract provision entitled "FIXED RATES FOR SERVICES - INDEFINITE DELIVERY/ INDEFINITE QUANTITY CONTRACT."

Exhibit VI-1 illustrates the award fee performance evaluation process for the ERCS contracts. This process, which is described in the next section, consists of two evaluation periods each year, each lasting six months. The process pertains both to the ERCS zone contracts and to the Regional contracts (mini-ERCS). The only difference is that the Zone contracts award fee process is conducted at EPA Headquarters with a Headquarters Performance Evaluation Board (PEB), whereas the Regional contracts award fee process is held in the Regions with a Regional PEB (this is discussed in Section 3.2). The remaining sections discuss the process in greater detail, including the roles and responsibilities of EPA and contractor personnel and the procedures and requirements that are to be followed.

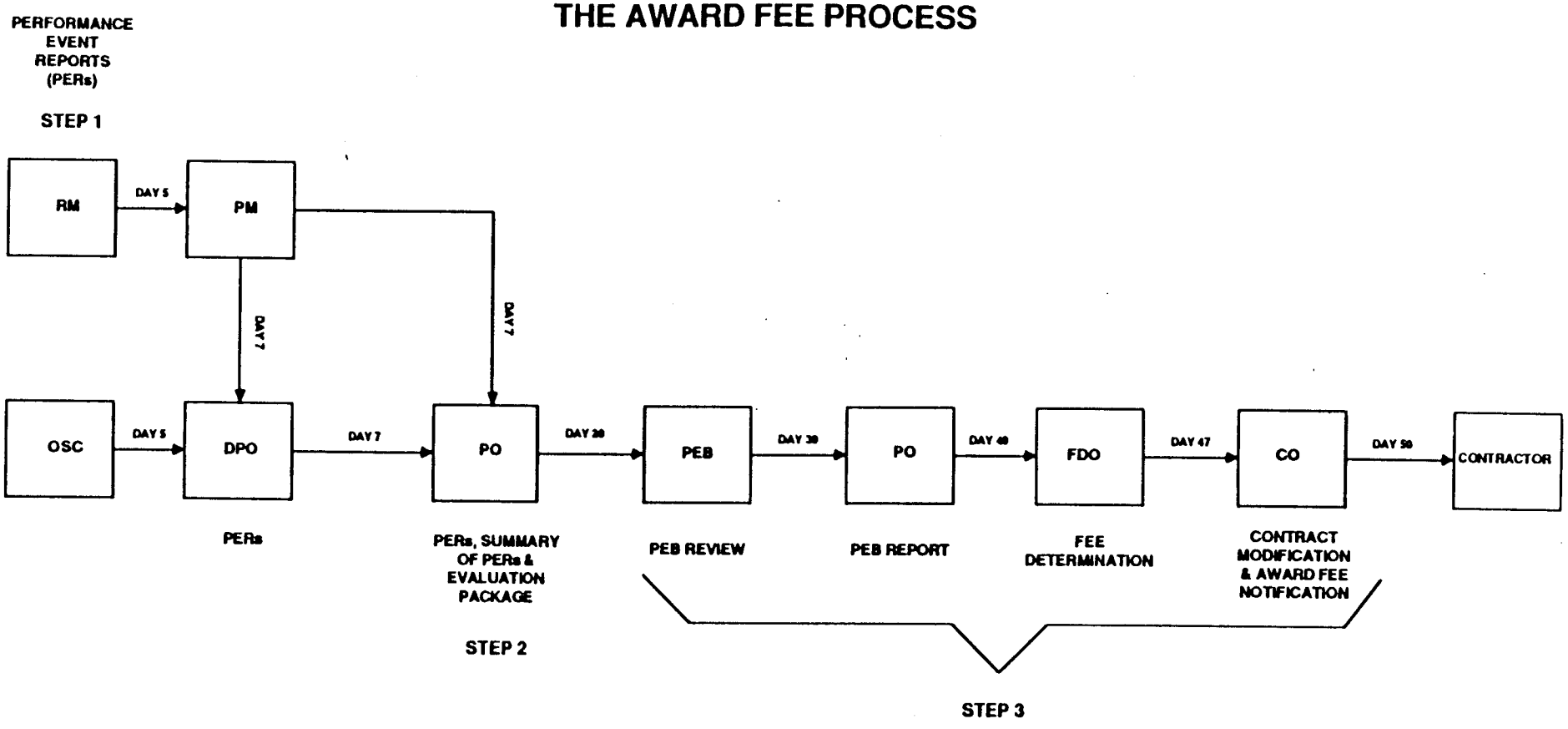
1. THE AWARD FEE PROCESS

The award fee process can be divided into three major steps:

- Step 1: Prepare and Submit Performance Event Reports (PERs)

EXHIB. /I-1

THE AWARD FEE PROCESS



RM = Contractor Response Manager
PM = Contractor Program Manager
OSC = On-Scene Coordinator
DPO = EPA Deputy Project Officer
PO = EPA Project Officer
PEB = EPA Performance Evaluation Board
FDO = EPA Fee Determination Official
CO = EPA Contracting Officer

Step 2: Comment on PERs and Prepare a Summary Evaluation Package

- Step 3: Review the Summary Evaluation Package and Make an Award Fee Recommendation.

Each step is described below.

Step 1: Prepare and Submit Performance Event Reports

- The award fee process is initiated in each Region by the OSCs and Contractor Response Managers. OSCs are responsible for preparing PERs on selected Delivery Orders (active and closed) implemented during the evaluation period. Contractor Response Managers are not required to prepare PERs on any Delivery Orders, but they may do so if they choose. Both the OSC and the Response Manager should use the same PER form for evaluation purposes (see Exhibit VI-2).

- If PERs are prepared for closed Delivery Orders, PERs should be completed and submitted as part of the Delivery Order closeout process, rather than waiting until the end of the evaluation period. For active Delivery Orders, PERs should be prepared at the end of the evaluation period. All OSC-initiated PERs must be submitted to the DPO no later than Day 5 (see Exhibit VI-1) of the award fee process. Likewise, all contractor PERs must be submitted to the Contractor Program Manager no later than Day 5. Day 1 represents the first day of the award fee process, which follows immediately the six-month evaluation period.

- OSCs should follow certain guidelines in deciding which Delivery Orders are to be evaluated. OSCs first need to ascertain what activities were provided for under each Delivery Order. If the activities were only routine (e.g., routine bottled water delivery, guard services or fence building), no evaluation is required unless performance was either exceptional or substandard. These Delivery Orders should be excluded from the award fee process. The OSC should then determine the number of remaining Delivery Orders. If fewer

than six, all must be evaluated; if between six and ten, at least 80% must be evaluated; if over ten, at least 70% must be evaluated. In selecting Delivery Orders to evaluate, the OSC should be sure to include sites where alternative technologies were used and sites of particular significance for any reason.

- Upon receipt of the OSC's PERs, the DPO is responsible for reviewing the forms for completeness and accuracy. The PERs should be examined to make sure that the ratings provided are supported by the narrative comments. Narrative comments should provide sufficient detail to explain how and why performance was either meritorious or deficient.

- Upon receipt of the contractor PERs, the Contractor Program Manager is responsible for reviewing them for completeness and accuracy. The Contractor Program Manager should make certain that the ratings on all PERs reflect closely and fairly the supporting comments that describe contractor performance. Modifications should be made as appropriate. By Day 7 of the award fee process, the original PERs should be submitted to the EPA Project Officer, and copies should be forwarded to the Regional DPO.

Step 2: Comment on PERs and Prepare a Summary Evaluation Package

- Upon receipt and review of the contractor and EPA PERs, the EPA Project Officer, who also serves as the Award Fee Evaluation Coordinator, is responsible for commenting on each PER by providing an assessment and rating of the contractor's performance on the assignment, based on information contained on the PER as supplied by the OSC and, if submitted, by the Contractor Response Manager. The Project Officer should provide these assessments and ratings on the EPA PERs only. It is not necessary to comment on the contractor PERs, since they will not be submitted to the PEB. It is important, however, that the Project Officer review the contractor's PERs in order to gain an idea of how the contractor evaluated its own performance on each Delivery Order. Also, the Project Officer should be aware that most likely there will be some PERs submitted by the

contractor on Delivery Orders that were not evaluated by the OSC. These PERs should not be evaluated by the Project Officer and should not be submitted to the PEB. These fall in the remaining 20-30% range where not all Delivery Orders are submitted to the PEB.

- In reviewing and comparing the EPA and contractor PERs, the Project Officer may identify discrepancies between EPA's and the contractor's ratings. The Project Officer should describe any such discrepancies on the PER. It is not necessary, however, for the Project Officer to resolve these EPA-contractor discrepancies but rather to make sure that the PEB is aware that there are differences in how EPA and the contractor have assessed the contractor's performance. The Project Officer may need to seek explanatory information from the OSC, DPO, and/or Contractor Program Manager to use in describing the discrepancies on the PER.

- After commenting on all PERs, the Project Officer should prepare a package of all the PERs, including a Summary of Performance Event Reports. The Summary of PERs is a one-page compilation of all individual PERs and is intended to help the EPA Evaluation Board quickly assess the overall contractor performance for the evaluation period. This package should be submitted to the PEB no later than Day 20 of the award fee process.

Step 3: Review the Summary Evaluation Package and Make an Award Fee Recommendation

- The PEB shall convene no later than Day 30 of the award fee process. Upon receipt of the package of PERs and the Summary of Performance Event Reports, the PEB is responsible for reviewing and evaluating the contractor's performance. The PEB should then compute the amount of award fee that will be recommended for award to the contractor.

- Following conclusion of the PEB meeting, the EPA Project Officer, serving as PEB Executive Secretary, is responsible for preparing a report of the PEB's findings and recommendations. This must be completed by Day 40 of the award fee process.

- Upon receipt of the PEB's report and recommendations, the Fee Determination Official must make a final determination of the award fee and forward the report and approved recommendation to the Contracting Officer. This should be completed by Day 47 of the award fee process.

- By Day 50 of the award fee process, EPA's Contracting Officer is responsible for issuing an award fee notification letter to the contractor.

- Only after receipt of the notification letter is the contractor allowed to invoice for the award fee payment.

2. PREPARATION OF PERFORMANCE EVENT REPORTS

This section describes the organization, roles and responsibilities of EPA Regional and ERCS contractor personnel who are involved in preparing PERs. It also discusses the PER form and how it should be filled out.

2.1 Organization, Roles and Responsibilities

There are four distinct types of EPA and contractor personnel involved with preparation and processing of PERs at the Regional level:

- EPA OSCs
- EPA DPOs
- Contractor Response Managers
- Contractor Program Manager.

The roles and responsibilities of each are highlighted below.

EPA OSCs

OSCs are the Ordering Officers who initiate orders for ERCS contractor services and resources. They are responsible for day-to-day management and monitoring of contractor performance in carrying out removal actions. As part of this responsibility, they prepare PERs for selected Delivery Orders on which they have worked during the evaluation period. Details concerning the preparation of PERs are discussed later in this section.

EPA DPOs

The DPO is responsible for reviewing all OSC-initiated PERs to ensure that they have been completed accurately and fairly. The DPO also must ensure that the OSC ratings are supported by the accompanying narrative justification. If there are any problems with the way in which the OSC has completed a PER, it is the DPO's responsibility to discuss these problems with the OSC, determine why the particular rating was given, and then make a decision as to whether or not the evaluation should be changed. If the DPO concludes that the evaluation should be changed, the ratings should be adjusted, as appropriate.

Once the DPO is satisfied with the PERs, they should be submitted by Day 7 of the evaluation process to the Project Officer for review and evaluation. Copies should be maintained in a central file for historical and reference purposes.

Contractor Response Managers

Contractor Response Managers may voluntarily prepare PERs on any Delivery Orders implemented during the evaluation period. This is entirely at the discretion of the Response Manager. PERs prepared by the Response Managers must be forwarded to the Contractor Program Manager by Day 5 of the award fee process.

Contractor Program Manager

The Contractor Program Manager receives and reviews PERs prepared by the Contractor Response Managers. In reviewing PERs, the Program Manager is responsible for ensuring that they have been prepared accurately and fairly and that their ratings are supported by the accompanying narrative justification. The Program Manager should discuss any PER problems (e.g., ratings that are not justified) with the Contractor Response Managers and adjust ratings and assessments appropriately. The Contractor Program Manager also is responsible for providing a written statement to the ERCS Project Officer (Evaluation Coordinator) at the close of each evaluation period that specifies the total amount billed to EPA during the period. The billings are to be divided into two components:

- Total fixed rate billings -- The total amount billed by site based upon the fixed rates specified in Article B-1

- Total billings to be reimbursed at cost -- The total amount billed for subcontract costs for off-site analysis, disposal, transportation and other materials and services billed at cost, travel and subsistence, and any other items billed at cost including items billed at provisional rates.

2.2 Preparation of Award Fee Performance Event Reports

PERs are required for selected Delivery Orders (active and closed) implemented during the evaluation period. EPA is required to complete these PERs; the contractor can voluntarily prepare PERs. A copy of the PER form, which should be used by both EPA and the ERCS contractor, is shown in Exhibit VI-2.

EXHIBIT VI-2

CPAF CONTRACT INDIVIDUAL PERFORMANCE EVENT

CONTRACT NO.	CONTRACTOR	TASK ORDER NO.
REPORTING ELEMENT		DATE(S) OF REPORTED EVENT
PERFORMANCE EVALUATION CATEGORY		
WAS CONTRACTOR NOTIFIED? ☐ YES ☐ NO	BY WHOM?	WHEN?

DESCRIPTION OF PERFORMANCE EVENT CATEGORY	ADJECTIVAL RATING *	SUPPORTING COMMENTS FOR OVERALL CATEGORY RATING
A. MANAGEMENT		
1. Adequacy and timeliness of subcontracting and purchasing procedures and documentation supporting: award and purchasing decisions; extent of competition; basis for non-competitive selections; Contracting Officer/OSC consent.	1.	
2. Prompt and accurate submission of subcontract reports.	2.	
3. Review of subcontractor vouchers for reasonableness and accuracy.	3.	
4. Coordination and liaison with subcontractors.	4.	
5. Practice and enforcement of appropriate safety measures on site.	5.	
6. Adequacy of decision to use subcontracted effort in lieu of performance by prime.	6.	
7. Adequacy of program and site management in directing and supporting performance of the cleanup effort.	7.	
8. Adequacy and timeliness of submission of all reports.	8.	
9.. Compliance with contract terms for subcontracted services.	9.	
Overall Rating for Category:		
B. SCHEDULE		
1. Prime and subcontractors' adherence to site work schedule.	1.	
2. Prime monitoring and coordination of subcontractors.	2.	
Overall Rating for Category:		
C. COST		
1. Overall control of cost incurred including subcontractors.	1.	
2. Accuracy and completeness of cost data and cost reports, invoices, and supporting data.	2.	
3. Prime monitoring of subcontractor cost.	3.	
4. Overall control of program management costs.	4.	
Overall Rating for Category:		

* Superior (+), Satisfactory (0), Substandard (-)

+, 0, OR -	SIGNATURE OF MONITOR	DATE

COORDINATOR'S ASSESSMENT

+, 0, OR -	SIGNATURE OF COORDINATOR	DATE

In completing the top one third of the PER, the following information should be provided:

- Contract No.: Write the contract number
- Contractor: Write the contractor's name
- Task Order No.: Write the Delivery Order Number
- Reporting Element: This is the Region (e.g., Region III)
- Dates of Reported Event: The period of performance of the Delivery Order being evaluated
- Performance Evaluation: The task area as shown in the Statement of Work.

In using the PER form to evaluate the contractor's performance on a Delivery Order, the evaluator should use the three performance criteria listed on the PER as the basis for this evaluation. These criteria, which are presented in detail in Exhibit VI-3, cover three important areas of performance -- management, schedule, and cost -- that were developed to provide a uniform basis by which to evaluate any work performed by the contractor.

Next to each of the criteria on the PER is a box for rating the contractor's performance. The ratings are as follows:

Ratings	Performance (%) Points	Definition
Superior (+)	Baseline % for satisfactory performance plus 21% to maximum total of 100%	Contractor's performance significantly exceeds requirements

EXHIBIT VI-3

ERCS Performance Evaluation Criteria

Management

- Adequacy and timeliness of subcontracting and purchasing procedures and documentation supporting: award and purchase decisions; extent of competition; basis for non-competitive selections; Contracting Officer/OSC consent.
- Prompt and accurate submission of subcontract reports.
- Review of subcontractor vouchers for reasonableness and accuracy.
- Coordination and liaison with subcontractors.
- Practice and enforcement of appropriate safety measures on site.
- Adequacy of decision to use subcontracted effort in lieu of performance by Prime.
- Adequacy of program and site management in directing and supporting performance of the cleanup effort.
- Adequacy and timeliness of submission of all reports.
- Compliance with contract terms for subcontracted services.

Schedule

- Prime and subcontractors' adherence to site work schedule.
- Prime monitoring and coordination of subcontractors.

Cost

- Overall control of cost incurred, including subcontractors.
- Accuracy and completeness of cost data and cost reports, invoices, and supporting data.
- Prime monitoring of subcontractor cost.
- Overall control of program management costs.

Ratings	Performance (%) Points	Definition
Satisfactory (0)	Baseline % for satisfactory performance plus or minus 20%	Contractor's performance meets requirements
Substandard (-)	0% to Baseline % for satisfactory performance less 21%	Contractor's performance is less than required. There are very few areas of good or better performance.

Performance (%) points are used to calculate the percentage of award fee payable in accordance with the procedures described in Section 3.2 of this chapter.

In addition to rating each individual criterion, the evaluator should also provide supporting comments to justify the rating given. It is very important that these comments, particularly for criteria rated Superior (+) or Substandard (-), include examples of how and why performance was either meritorious or deficient. Space is provided on the PER for this purpose. If additional space is needed, plain bond paper should be used and then attached to the PER. The PER also provides for an overall rating for each major criterion (i.e., management, schedule, and cost) and for all three criteria taken together. Once the PER has been completed by the OSC or Contractor Response Manager, it should be signed and dated. A copy of the PER must be maintained in EPA Regional office files.

A space also is provided at the bottom of the PER for the Project Officer (Evaluation Coordinator) to assess the contractor's performance. The Project Officer should also use this space to describe discrepancies in ratings and evaluations between EPA and the contractor. The Project Officer should always complete the same PER that was completed and submitted by the OSC or DPO.

In order to facilitate the preparation of PERs, both by EPA and the contractor, it is suggested that they be completed as soon as a Delivery Order has been closed, rather than waiting until the award fee process begins. This will not only expedite the preparation of PERs, it will also prevent an excessive amount of paperwork that otherwise would be necessary at the end of the evaluation period. In addition, by completing the PER immediately following the completion of the Delivery Order, the contractor's performance will be fresh in the mind of the individual who is evaluating the work on the Delivery Order. By waiting until the end of the evaluation period, relevant information may be forgotten or be more likely to be misinterpreted than if the PER is filled out at the time when the Delivery Order is completed.

3. PREPARATION OF THE SUMMARY EVALUATION PACKAGE

This section discusses the roles and responsibilities of the ERCS Project Officer, who is also referred to as the Evaluation Coordinator. It also describes the preparation of the Summary of Performance Evaluation Reports.

3.1 Project Officer (Evaluation Coordinator)

The ERCS Project Officer is responsible for organizing and overseeing the award fee performance evaluation process. In this capacity, the Project Officer will serve as Evaluation Coordinator. Specific responsibilities include:

- Receiving, reviewing, and completing PERs submitted by the OSCs and the contractor

- Ensuring that the contractor submits total fixed rate and subcontract billings for the period

- Obtaining information, where necessary, on discrepancies in EPA and contractor ratings as a means of explaining the reasons and rationale for these discrepancies to the PEB

- Preparing an evaluation package for the PEB containing individual PERs and a Summary of PERs

- Attending the PEB review meetings, serving as PEB Executive Secretary, and presenting information contained in the evaluation package.

Upon receipt of the PERs from each Regional EPA office, the Project Officer should review each PER. Particular attention should be given to comparing EPA's assessments with the contractor's assessments, whenever possible. Discrepancies in ratings should be noted by the Project Officer on the PER. The Project Officer can modify the ratings in either the EPA or contractor PERs, as appropriate. Any such modifications should be explained in the box designated for "Coordinators Assessment."

In reviewing the PERs, the Project Officer should assess evaluation ratings and supporting comments for consistency and clarity. If problems are encountered, the Project Officer should resolve them through discussions with the OSC who originated the PER.

After reviewing and commenting on each PER, the Project Officer should sign and date the PER, and assemble it with other PERs from that Region for submission to the PEB.

3.2 The Summary of Performance Evaluation Reports

Prior to submitting the PERs, however, the Project Officer should prepare a Summary of Performance Evaluation Reports. Exhibit VI-4 shows the form that should be used for this purpose. The Project Officer is responsible for completing this Summary, which provides a quick assessment of the contractor's overall performance. Contractor and EPA overall ratings are listed for each Delivery Order evaluated during the period, along with a brief description of the activities carried out under the

EXHIBIT VI-4

SUMMARY OF PERFORMANCE EVENT REPORTS

CONTRACT #	CONTRACTOR	REGION	EVALUATION PERIOD
			FROM: TO:

DELIVERY ORDER NUMBER	TOTAL HOURS	RATING		DESCRIPTIVE TITLE OF WORK
		EPA	CON-TRACTOR	

EVALUATION COORDINATOR SIGNATURE	DATE

Delivery Order. Upon completion of this one-page Summary, the Project Officer should submit it, along with the PERs, to the PEB for review. The evaluation package must be submitted to the PEB by Day 20 of the evaluation process.

4. PERFORMANCE EVALUATION REVIEW AND AWARD FEE RECOMMENDATION

This section discusses the role of the PEB in reviewing the Evaluation Package submitted by the Project Officer. It also describes the method for calculating award fee and provides an example of how this is done.

4.1 The PEB

The Performance Evaluation Board will conduct an in-depth review of information contained in the performance evaluation package submitted by the ERCS Project Officer. The PEB will rate the contractor on each criterion and sub-criterion listed in Exhibit VI-3. The objective of the PEB is to evaluate the contractor's performance and to recommend an appropriate award fee in accordance with the contract's provisions.

The PEB will consist of a chairman, an executive secretary, and several board members all appointed to evaluate the contractor's performance. The EPA officials who will serve on the PEB are listed in Exhibit VI-5. As shown, each Region must decide who will serve as Chairman of its PEB. If Alternative 1 is chosen, it will be the Regional Division Director or Branch Chief. If Alternative 2 is selected, it will be the PCMD Eastern or Western Response Section Head as appropriate.

The PEB will rate the contractor on each criterion and sub-criterion listed on the PER shown in Exhibit VI-2, based upon assessments provided by the OSCs, Contractor Response Managers, and the ERCS Project Officer. The PEB will then establish consensus ratings for each Region, taking into account whether the contractor has consistently provided performance of a high/low quality; whether the contractor has shown a substantial or steady progression of improvement over the previous evaluation periods and

EXHIBIT VI-5

ERCS Performance Evaluation Board

Performance Evaluation Board for ERCS Zone Contracts

Chairman: Director, Emergency Response Division

Members: Deputy Director, Emergency Response Division (Alternative Chairman)

Eastern or Western Section Chief,
Response Operations Branch

Regional Member (one per Region)

Cognizant Zone ERCS Contracting Officer,
Contract Specialist, or Contract Administrator

ERT Representative

Performance Evaluation Board for ERCS Regional Contracts

Alternative 1 -

Chairman: Regional Division Director or Branch Chief

Members: Cognizant Regional ERCS Contracting
Officer, Contract
Specialist, or Contract Administrator

Regional ERCS Project Officer

Senior On-Scene Coordinator

Alternative 2 -

Chairman: PCMD Eastern or Western Response Section Head

Members: Cognizant Regional ERCS Contracting Officer,
Contract Specialist, or Contract Administrator

Regional ERCS Project Officer

Senior On-Scene Coordinator

whether the contractor, although receiving a consensus rating of satisfactory or above, has received justified substandard ratings on an individual PER.

4.2 Award Fee Computation

The award fee earned for each award period will be computed as follows:

- The PEB shall determine the baseline award fee amount for the midpoint of the satisfactory performance range after establishing the probable fee amount the contractor would have earned had the effort been performed on a Cost-Plus-Fixed-Fee basis. In establishing the probable fee amount, the PEB shall consider the contractor's performance and cost risks during the period. Such risks include, but are not limited to, use of innovative technology; urgency of actions to which the contractor responded; cost of services provided; need to obtain and use scarce or hard-to-obtain resources; contractor indemnification and liability issues. The baseline award fee amount for satisfactory performance is the amount of available award fee pool that, when added to the base fee amount earned by the contractor during the period, is equal to the probable fee amount established by the PEB.

- Once the baseline award fee amount has been determined, the baseline percentage for satisfactory performance shall be calculated by determining the percentage the baseline award fee amount for satisfactory performance is of the available award fee amount. The baseline percentage for satisfactory performance shall be used to determine the Performance (%) Point ranges assigned to each rating according to the formulae set forth in section 2.2 of this chapter.

- Each PEB member evaluates contractor performance relative to each evaluation criterion and assigns a rating and a Performance (%) Point rating in the range assigned to the rating as specified in Section 2.2. Individual PEB member Performance (%) Point ratings are combined to yield a consensus Performance (%) Point score for each criterion.

- The award fee pool available in the period is multiplied by the evaluation criteria weights yielding that period's available award fee amount for each evaluation criterion.

- For each evaluation criterion, the consensus Performance (%) Point rating is multiplied by the award available, which yields the amounts to be awarded for each criterion for that period.

- The criterion amounts are summed, yielding the total amount to be awarded to the contractor for the period.

A sample calculation is provided below to illustrate how this will be done:

1. Total award fee available: $79,056

2. Criterion	Weights	Pool		Category Pools		Consensus Score	Award Amount
Cost	.25	$79,056	=	$19,764	x	77%	$15,218
Management	.50	$79,056	=	$39,528	x	85%	$33,599
Schedule	.25	$79,056	=	$19,764	x	69%	$13,637

Six-Month Award Fee Total = $62,454

Following the PEB meeting at which the award fee recommendation is reached, the Executive Secretary (Project Officer) will prepare a PEB report that will be the official record of the PEB meeting and an award fee letter for approval and signature by the Fee Determination Official. This letter will inform the contractor of the amount and basis of the fee award. The Fee Determination Official will review the PEB report and the fee recommendation made by the PEB and make a final determination of fee. Following final determination of the fee, the Contracting Officer will prepare a modification to the contract implementing the award fee decision and send it, together with the award fee notification letter, to the contractor. The contractor will, in turn, submit an invoice for payment of the award fee.

CHAPTER VII

INTERACTIONS WITH OTHER EPA SUPERFUND PROGRAM CONTRACTORS AND FEDERAL, STATE, AND LOCAL AGENCIES

CHAPTER VII

INTERACTIONS WITH OTHER EPA SUPERFUND PROGRAM CONTRACTORS AND FEDERAL, STATE, AND LOCAL AGENCIES

KEY TOPICS

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CHAPTER VII

INTERACTIONS WITH OTHER EPA SUPERFUND PROGRAM CONTRACTORS AND FEDERAL, STATE, AND LOCAL AGENCIES

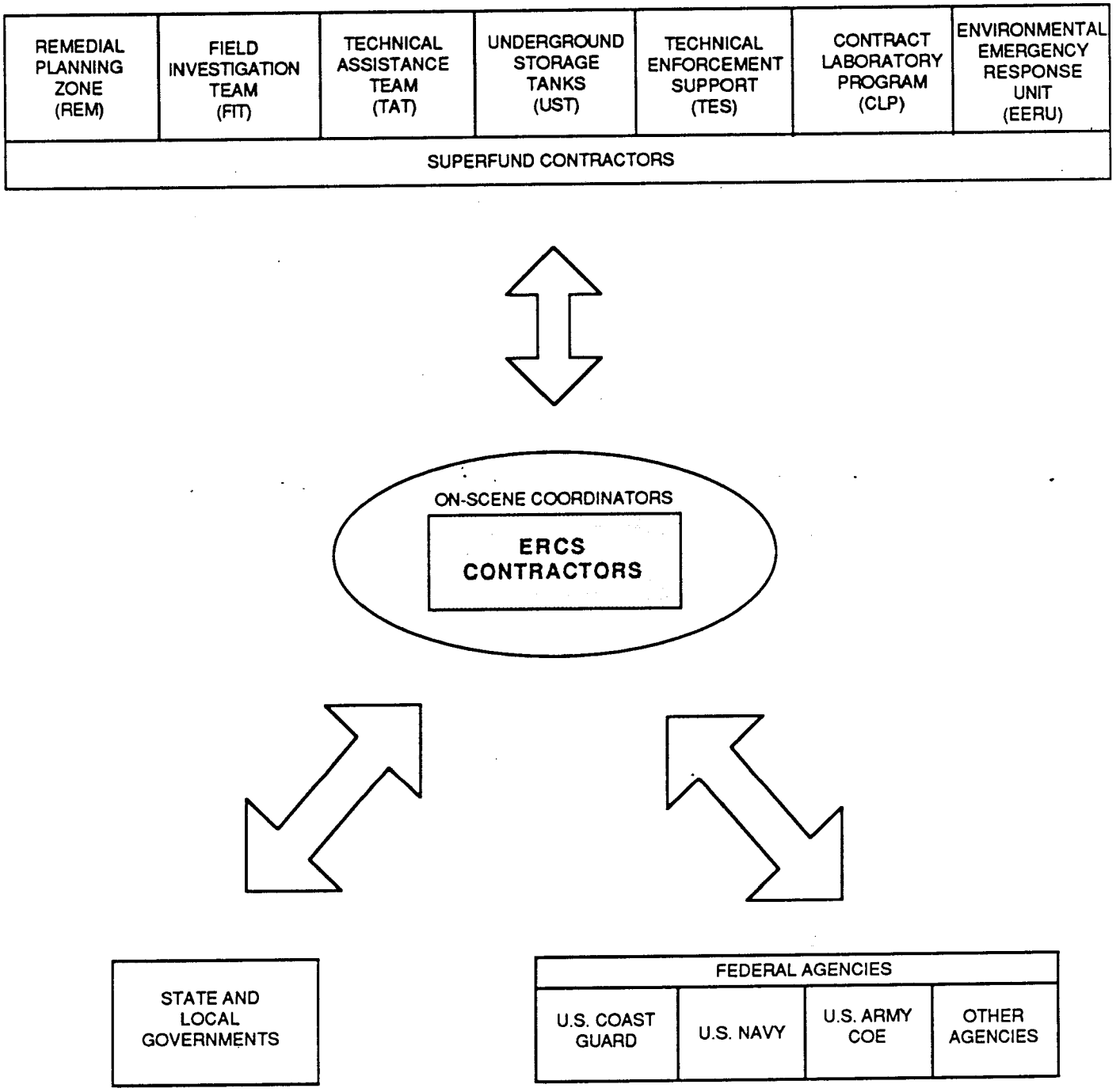
Interactions among the ERCS contractors, other Superfund program contractors, and Federal, state or local agencies that complement the ERCS contracting effort are likely to occur during implementation of a removal action. Contractors and agencies that may interact with the ERCS contractor are shown in Exhibit VII-1. Communication and careful coordination must be emphasized to assure optimum use of services offered by each, as well as to execute a smooth and timely response to the removal at hand. The following sections briefly describe the functions of other Superfund contractors, the situations in which the ERCS contractors may interact with these contractors or other military or civilian entities, and basic guidelines to help coordinate the interactions.

1. SUPERFUND CONTRACTORS

The ERCS contractor is one of several Superfund contractors that may be on a site during a removal. Although each contractor is independently responsible for performing specific functions, duplication of efforts can be avoided by coordination of the contractors' efforts by EPA OSCs and other EPA personnel responsible for overseeing contractors at a site. Contractors that may be on site when an ERCS contractor responds to a Delivery Order are enumerated below. The EPA OSC will mediate interactions between the ERCS and other Superfund contractors.

EXHIBIT VII-1

ERCS Contractor Interactions With Superfund Contractors and Other Agencies



1.1 Technical Assistance Team (TAT) Contractors*

The Technical Assistance Team (TAT) contracts were designed by ERD to provide technical and management assistance to the removal response and prevention program. TAT contractor support tasks during a response may include the following activities:

- Response monitoring
- Work plan development
- Response documentation
- Damage assessment
- Federal disaster assistance activities.

It is highly likely that the OSC will have both the ERCS contractor and the TAT contractor on site simultaneously during a removal action. The TAT contractor may provide support to the OSC by assisting in monitoring the progress of the response action and by helping the OSC in performing various cost control functions to verify and document cleanup costs. The TAT contractor assumes only a support role in these situations, directing all comments or recommendations concerning the work of the ERCS contractor to the OSC. The TAT may not supervise the ERCS contractor.

1.2 Underground Storage Tanks (UST) Program**

Under the Superfund Amendments and Reauthorization Act of 1986 (SARA), EPA's Office of Underground Storage Tanks (OUST) has been given authority to undertake corrective action with respect to any release of

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* For more information about the TAT contracts and possible interactions with the ERCS contractors, refer to the TAT Contract User's Manual or write or call TAT Contract Project Officer, at U.S. Environmental Protection Agency, 401 M Street, S.W., Washington, D.C. 20460 (FTS 382-2458).

** For further information regarding the UST contracts, write or call the Office of Underground Storage Tanks, U.S. Environmental Protection Agency, 401 M Street, S.W., Washington, D.C. 20460 (FTS 382-4756).

petroleum into the environment from an underground storage tank if such action is necessary to protect human health and the environment. A Leaking Underground Storage Tank Trust Fund (LUST) of $500 million separate and distinct from Superfund has been established to provide funds for these corrective actions.

In responding to petroleum releases from underground storage tanks, the OSC in charge of the Federal response may use the ERCS contractor, as well as the TAT contractor, to provide support in carrying out the cleanup effort. The type of assistance provided by the ERCS contractor will be the same as that provided under CERCLA (i.e., containment; cleanup; disposal, etc.). It is EPA's policy that most responses will be conducted by responsible parties, or States under cooperative agreements with EPA or under State-authorized programs. EPA will undertake a response action only in instances where there is a major public health emergency and where no State or responsible party is able to respond in a timely manner.

1.3 Remedial Planning (REM) and Field Investigation Team (FIT) Contractors*

The REM and FIT contracts provide technical and management services necessary to successfully implement the remedial response program. The FIT zone contractors provide support in the conduct of field investigations (e.g., preliminary assessment and site inspection of hazardous substance sites) in order to assess initially a site's situation. These pre-remedial activities aid in determining the need for removal or remedial response activities. For example, the FIT contractor aids EPA in ranking sites for inclusion in the National Priorities List.

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* For further information about the REM contracts and how they relate to the ERCS contracts, write or call: Hazardous Site Control Division, U.S. Environmental Protection Agency, 401 M Street, S.W., Washington, D.C. 20460 (FTS 382-2339). For the FIT contracts, write or call: Hazardous Site Evaluation Division, U.S. EPA, Washington, D.C. 20460 (FTS 475-9748)

The REM contractors support the Superfund program in three major areas:

- Remedial planning activities involving the identification, evaluation and recommendation of remedial response options (e.g., remedial investigation and feasibility study)

- Implementation of expedited response actions (ERAs) (e.g., fence construction, drum removal) using removal authorities required at sites that will later undergo longer-term remedial measures

- Technical and management support activities, enforcement support and community relations.

The REM and FIT zone contractors and the ERCS contractor may be required to coordinate activities in responding to hazardous substance releases when the response status of a site changes (i.e., removal to remedial or vice versa). This may occur in any of the following situations:

- A removal action is required based on the results of field investigation activities conducted by the FIT contractor

- A removal action is necessary at a site undergoing pre-remedial activities because of unanticipated threats

- Determination of a remedial action may be required after a removal has been completed

- Emergency response must be initiated based on a change in conditions at a site where a remedial action is in progress.

EPA personnel responsible for overseeing the response and the contractor used at a site will be determined by the site's current status (e.g., removal response -- OSC and ERCS contractor; remedial response --

RPM and REM and FIT zone contractors). Cooperation among these individuals is essential for a smooth transition of responsibility, an efficient interchange of site-specific information, and a timely removal response.

1.4 Technical Enforcement Support (TES) Contractors

The Office of Waste Programs Enforcement (OWPE) has responsibility for compliance actions and for recovering Federal funds expended under CERCLA, and for assuring compliance with RCRA. The Technical Enforcement Support (TES)* contracts were awarded to assist OWPE in the following services which include, but are not limited to:

- Private investigations
- Risk/exposure assessments
- Responsible party searches
- Title searches
- Acquisition and analysis of financial records
- General case development support.

The TES contracts will not duplicate the efforts of other contracts awarded by the Office of Emergency and Remedial Response (OERR); they are strictly enforcement contracts to provide support to OWPE.

The TES contractor may be on site during a removal conducted by an ERCS contractor. The OSC is responsible for coordinating activities of the two contractors to avoid duplication of efforts and to encourage the exchange of pertinent information.

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* For further information on the TES contracts and situations that may involve the ERCS contractor, write or call Office of Waste Programs Enforcement, U.S. Environmental Protection Agency, 401 M Street, S.W., Washington, D.C. 20460 (FTS 382-4830).

1.5 Contract Laboratory Program (CLP)

The Contract Laboratory Program (CLP) was established by EPA in 1979 to provide chemical analytical support in the investigation and cleanup of hazardous substance sites. This is accomplished through a nationwide network of contract laboratories having the analytical capabilities to assist in the following functions:

- Identifying threats to public health and the environment
- Assessing risk
- Instituting remedial response
- Initiating response actions.

In emergency situations, an OSC normally will not use the CLP because it is difficult for the CLP to provide a 24-hour turnaround time for sample analyses. However, the OSC may be able to use the CLP analytical services when the request lead time is sufficient and the data turnaround time for sample results is greater than 24 hours.

Work conducted by the CLP is coordinated by the Sample Management Office (SMO)* through the EPA Regional Sample Control Center (RSCC). The SMO has developed a manual entitled User's Guide to the Contract Laboratory Program which describes procedures for using the CLP and provides a complete description of all analytical services, sample requirements, and reports offered under the program.

Additional information on alternative Superfund sample analysis resources available to the removal program is described in the EPA memorandum "Analytical Support for Superfund", Director of OERR, March 20, 1986.

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* For further information about the CLP, write or call: CLP-National Program Manager, Hazardous Site Evaluation Division, U.S. Environmental Protection Agency, 401 M Street, S.W., Washington, D.C. 20460, FTS-382-7906.

1.6 Response Engineering and Analytical Contract (REAC)

As of mid-September 1987, the Response Engineering and Analytical Contract (REAC) will provide support to the Environmental Response Team. REAC will supply engineering consultation, sampling and analysis, an analytical mobile laboratory, treatability studies, specialized treatment equipment, and logistical support. Should REAC be requested to assist in responding to a hazardous substance release where an ERCS contractor is also on scene, all efforts of REAC and the ERCS contractor will be coordinated by the OSC.*

2. OTHER FEDERAL AGENCIES

The services of the ERCS zone contractors are available to other Federal agencies in addition to EPA via Inter-Agency Agreements (IAGs). A few examples of situations where the ERCS zone contractors may be called upon by other agencies are discussed in the following sections.

2.1 U.S. Coast Guard (USCG)

Under a Memorandum of Understanding (MOU) between EPA and USCG (Note: the MOU had not been signed as of this printing), the USCG can access the ERCS zone contracts through EPA's ERCS Contracting Officer and can use the contractors in response to the release or threat of release of hazardous substances in the Coastal Zone, Great Lakes waters, and ports and harbors. Situations in which the USCG may use the ERCS zone contractors include:

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* For further information about REAC, contact the Environmental Response Branch, U.S. EPA, Edison, NJ [(201) 321-6740 or FTS 340-6740].

- Responses to releases or threats of releases from vessels

- Removal actions concerning releases or threats of releases at active or inactive hazardous waste management facilities when a USCG OSC determines that such action must be taken pending the arrival of an EPA OSC

- Removal actions concerning releases or threats of releases at facilities other than active or inactive hazardous waste management facilities.

The Memorandum of Understanding between EPA and USCG describes the procedures the USCG must use in activating, supervising, and monitoring the ERCS zone contractor. When the USCG uses the ERCS zone contractor for a cleanup operation, the ERCS contractor Response Manager is under the direction of a USCG-designated OSC.

In addition, during an EPA-lead removal the EPA OSC may request the services of the USCG National Strike Force (NSF) (i.e., Pacific and Gulf Strike Teams) to conduct removal actions. The Strike Teams are an important Federal resource that can provide OSCs with experienced personnel and sophisticiated equipment to assess, implement, and monitor actions taken in response to hazardous substance releases.

Members of the NSF maintain a stock of specialized equipment for deployment anywhere in the nation and in some cases overseas. This equipment includes open water oil contaminant and recovery systems, high capacity pumps for transferring oil and some chemicals, and protective clothing for work with hazardous materials. Diving equipment along with trucks, trailers, mobile command posts, communications gear and other support equipment complete the NSF inventory. Most of this equipment is designed to fit into Coast Guard C-130 cargo planes or load onto flatbed trucks for fast response.

2.2 Other Federal Agencies

Federal agencies other than EPA, such as the U.S. Army Corps of Engineers (COE) and the U.S. Navy, may benefit from the services of the ERCS zone contractors. Designated non-EPA officials may access ERCS resources through the EPA ERCS Contracting Officer. The ERCS Contractor Response Manager will be under the direction of these authorized officials.

In addition to those Federal agencies that may call on the services of the ERCS zone contractors, other Federal agencies may be present during a removal response. These may include representatives from the Agency for Toxic Substances and Disease Registry (ATSDR), The National Institute of Occupational Safety and Health (NIOSH) and the Federal Emergency Management Agency (FEMA). Interaction between the ERCS zone contractors and these representatives shall be mediated by the EPA OSC.

3. STATE AND LOCAL GOVERNMENT AGENCIES

A state or local agency may be performing contractual or non-contractual work for an OSC when a removal is required and an ERCS contractor arrives on site. The state or local agency may be performing such duties as installing water lines, operating heavy construction equipment, or providing safety, security and traffic control. In such situations, the OSC is responsible for coordinating the work conducted by the ERCS contractor with the state or local agency to ensure that an efficient removal is accomplished.

The ERCS contractor Response Manager may find it necessary to contract the use of equipment owned by a state's transportation department, or to tap city water lines to prevent well-water users from exposure to toxic chemicals in groundwater. In situations such as these, the ERCS contractor Response Manager, under the direction of the OSC, is responsible for arranging the required services. The ERCS contractor Response Manager is also responsible for securing any rights-of-way required, obtaining any state or local permits, and adhering to all state and local regulations and ordinances.

Two different contract forms can be used by EPA to procure services from a state or local government. The first is known as an "Order for Services" and is used when the total contract will not exceed $2,500. The second is a "Letter Contract" and is used when the services are estimated to exceed $2,500 but not more than $10,000, unless authorized by the Contracting Officer. For further information on these two types of contracts and their advantages and disadvantages, consult "EPA Superfund Emergency Contracting Procedures", PCMD, October 9, 1985.

* * * * *

This chapter described the responsibilities of the ERCS contractors as they interact with other agencies and contractors involved in the Superfund program. This concludes the textual portion of the users' manual. Following this section are the appendices, glossary, and bibliography for further clarification of and references for the text material.

APPENDIX A

ERCS ZONE CONTRACTS
STATEMENT OF WORK

APPENDIX A

ERCS ZONE CONTRACTS
STATEMENT OF WORK

The following statement of work applies to each EPA zone. Zone One consists of EPA Regions I through III, Zone Two consists of EPA Region IV, Zone Three consists of EPA Region V, and Zone Four consists of EPA Regions VI through X.

The contractor shall provide all personnel, materials, and equipment types specified by the Ordering Officer in quantities specified in delivery orders to conduct removals of oil, petroleum, and hazardous substances releases conducted under Section 311 of the Clean Water Act and Section 104 of the Comprehensive Environmental Response, Compensation and Liability Act of 1980 as amended by Superfund Amendments and Reauthorization Act of 1986 (SARA), and Subtitle I of the Resource Conservation and Recovery Act as amended by SARA of 1986. The contractor shall also provide all necessary administrative and supervisory personnel to ensure that cleanup personnel are available on a 24-hour-a-day basis and that responses are conducted in accordance with the specifications of Federal On-Scene Coordinators (OSC) or other designated Federal officials. The contractor shall provide such services by establishing an organization consisting of a Zone Program Manager and as-needed Zone Response Managers. The Program Manager shall retain, maintain, and support a zone network of cleanup personnel, equipment and materials and supervise Response Managers. Response Managers shall manage and supervise cleanup personnel, equipment and materials on-scene and ensure that responses are conducted in exact accordance with OSC or other designated Federal official instructions.

The EPA Project Officer and regional Deputy Project Officer(s) will work with the zone Program Manager to provide overall coordination and oversight of the program and to resolve any problems that may occur. Ordering Officers will issue Delivery Orders to the zone Program Manager to initiate cleanup

work. Ordering Officers will include OSCs and other designated Federal officials. OSCs and other designated Federal officials will direct the execution of the Delivery Order through the Response Managers. Support shall be provided to Federal OSCs (EPA, U.S. Coast Guard, or other) and other designated Federal officials located in each EPA Region or Coast Guard District Office in the contractor's zone. All cleanup activities will be conducted in accordance with the National Contingency Plan (40 CFR Part 300). The contractor shall provide all personnel, material, and equipment types, as specified in Delivery Orders. These items shall be provided to any zone location within the response time limits specified in Appendix C, or longer as specified in the Delivery Order. The contractor shall not be precluded from providing these items in less than the response time limits specified in Appendix C. To accomplish this scope, the contractor shall perform the following functions:

I. PROGRAM MANAGEMENT

A. The contractor shall designate a Program Manager and provide support staff, facilities, and administrative capabilities as needed to ensure the successful and efficient accomplishment of this Statement of Work. The Program Manager (or designee) shall be the single point of contact for coordination with the EPA Project Officer (PO) and Deputy Project Officer (DPO), and shall be responsible for receiving and managing the implementation of all Delivery Orders under this contract. Specific management responsibilities of the Program Manager shall include but may not be limited to the following:

1. Maintaining close communications and coordination with EPA PO and DPO, including reporting any and all problems encountered in performing Delivery Orders and implementing any special controls specified by EPA.

2. Retaining and managing the distribution of cleanup personnel, equipment, and materials so that all necessary items are available at any zone location within the response time limits specified in Appendix C and elsewhere.

3. Receiving and implementing Delivery Orders issued by the Ordering Officers.

4. Designating a Response Manager for each separate cleanup action to work directly with the OSC or other designated Federal official on scene.

5. Providing overall supervision and administrative support to all Response Managers.

6. Maintaining a response-by-response accounting of all costs incurred in accordance with reporting requirements, and controlling costs at all levels of work.

7. Developing procedures and forms as necessary to enable uniform record keeping and program management documentation.

8. Preparing and submitting all reports as specified in the contract schedule.

9. Completing special reports or studies pertaining to the contract effort as requested by EPA.

10. Developing, implementing, and managing a quality assurance program that will ensure that all environmental measurements obtained are of known quality. Developing, implementing, and managing a quality assurance project plan for each separate cleanup action in which environmental measurements will be made. Ensuring that the performance of assigned tasks adhere to all quality assurance program and project plan requirements as well as EPA Region-specific quality assurance requirements.

11. Obtaining special services in a timely and cost efficient manner, such as specialized cleanup equipment or personnel upon direction from the Ordering Officer.

12. Implementing a comprehensive program safety plan to protect all cleanup personnel.

13. Providing and maintaining a twenty-four-hours-per-day, seven-days-per-week zone call center to provide Ordering Officers with immediate access to cleanup services.

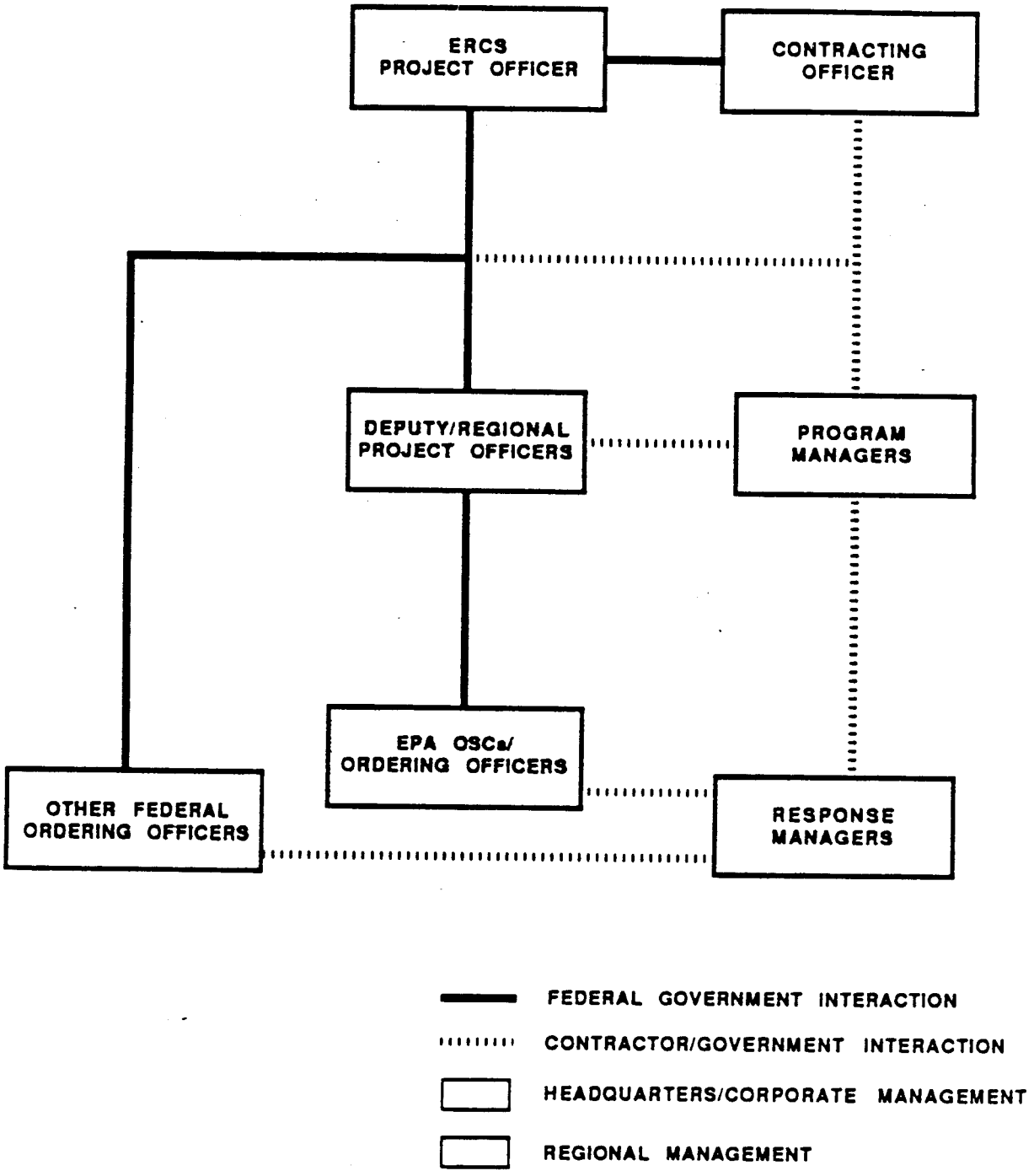
B. For each cleanup action Delivery Order issued to the contractor, the Program Manager shall designate a Response Manager. This Response Manager shall be fully dedicated to the specific cleanup action for the duration of the response, unless substitutions are approved by the OSC or designated Federal official. The Response Manager shall be the single point of contact for on-scene coordination, and shall be responsible for the management and execution of all cleanup activities in exact accordance with the specifications of an OSC or other designated Federal official. Coordination relationships between EPA and the Response Manager are outlined in Figure A-1. The Response Manager shall not be precluded from responding in less than the response time limits. The Response Manager shall be on scene on a daily basis unless instructed otherwise by the OSC or other designated Federal official. Specific on-scene management responsibilities of the Response Manager shall include but may not be limited to the following:

1. Maintaining close communication and coordination with the OSC or other designated Federal official for the duration of a specific response, including reporting any and all problems encountered in executing cleanup activities.

2. Conducting on-scene surveys to develop detailed project work plans.

FIGURE A-1

ERCS Contract Management Structure



3. Providing the OSC or other designated Federal official with immediate on-scene access to all contractor cleanup personnel, equipment and materials at a specific response at all times in order to allow the OSC or other designated Federal official to direct the Federal response.

4. Providing administrative support, supervision, and management of cleanup personnel, equipment, and materials provided on scene to ensure that all directives issued by the OSC or other designated Federal official are immediately executed in an acceptable manner. At the option of the OSC or other designated Federal official, once cleanup personnel are assigned to a response by the Response Manager, they shall become fully dedicated for the life of the project.

5. Taking immediate corrective action when performance is not acceptable to the OSC or other designated Federal official.

6. Ensuring that the performance of assigned tasks adheres to all quality assurance, quality control and chain-of-custody procedures specified in the QA program and project plans and in accordance with EPA Region-specific QA requirements. The quality assurance program will insure that all environmental measurements obtained are of known quality.

7. Providing the OSC or other designated Federal official with a detailed accounting of all cost incurred at a specific site in a format and frequency specified in the delivery order.

8. Implementing a comprehensive response action safety plan to protect all contractor cleanup personnel.

II. PROGRAM CLEANUP OPERATIONS

The contractor shall provide cleanup services for spills of oil and for immediate or planned removals and initial remedial measures for hazardous

substances, as specified in Delivery Orders issued to the Program Manager (or designee). Immediate removals will be specified in delivery orders when the initiation of a response within hours or days will prevent or mitigate immediate and significant harm to human life or health, to the environment, or to real or personal off-site property. Planned removals will be specified in delivery orders for release incidents that permit several days or weeks to consider the need for a response, but that still requires expeditious attention. Initial remedial measures may be specified before final selection of an appropriate remedial action if such measures are determined to be necessary to limit exposure or threat or exposure to a significant health or environmental hazard. Delivery Orders may be issued verbally, then in writing as soon as is practical.

If specified in Delivery Orders, the contractor shall conduct an initial on-scene survey. The purpose of the survey shall be to gain sufficient on-scene familiarity with the Delivery Order scope of work to enable the contractor to propose a detailed work plan to accomplish the project in the most effective, efficient, and safe manner. This work plan shall define the types and quantities of cleanup personnel, equipment and materials that would be needed, the proposed project schedule by subtask, and the estimated cost. The contractor shall not be authorized to begin work until the work plan has been approved by the Ordering Officer.

The contractor shall provide all personnel, materials, and equipment types and quantities as specified by the Ordering Officer within the response time limits specified in Appendix C or longer if specified in the Delivery Order. The contractor shall not be precluded from providing these items in less than the response time limits. The contractor shall take any action, under the direction of the OSC or other designated Federal official, as may be required to mitigate or eliminate any hazard or damage to the environment resulting from a release or threat of release of oil or hazardous substances into the environment. These actions may include but shall not be limited to those conducted under the following cleanup work phases:

A. Containment and Countermeasures

Defensive actions shall be taken to protect the public health and welfare, which shall include but may not be limited to: sampling and analysis to determine the source, spread, and disposal options of a release; containing the release at its source and preventing further acute flow of the pollutant; controlling the source of discharge; using chemicals or other materials to restrain the spread of the pollutant; placing physical barriers to deter the spread of a pollutant; constructing slurry trenches; placing diversionary booms; earth moving; drum handling; containerizing pollutants; diverting streams; keeping waterfowl and other wildlife away from the polluted areas; controlling water discharge from upstream impoundments; providing alternative drinking water supplies on a temporary basis; providing temporary housing for evacuees; providing traffic, crowd, and navigation controls; providing security; and executing damage control or salvage operations.

B. Cleanup, Mitigation and Disposal

Actions shall be taken to recover the pollutant from the affected media. These actions shall include but may not be limited to: using chemicals for flocculation, coagulation, neutralization and separation; using biological treating agents; physical and chemical treatment of affected water and soil; using specialized equipment such as mobile carbon treatment systems; aerating affected media to selectively release volatile components; fixing or treating the polluted media in place; salvaging or destroying vessels; and destroying contaminated equipment and facilities.

In lieu of or following any treatment action, physical collection of pollutants shall be accomplished followed by temporary storage prior to ultimate disposal. Work conducted shall include but may not be limited to flushing contaminants from marsh areas followed by collection and holding; skimming materials from the surface of water; washing soils with subsequent collection and storage of recovered material; pumping contaminated groundwater with subsequent storage; and segregating waste chemicals at uncontrolled hazardous waste sites.

Following removal and temporary storage, any contaminated material shall be disposed of consistent with all appropriate Federal, State and local regulations. The OSC shall have the option to accomplish disposal through this contract or through other contractual mechanisms, at his discretion. Disposal shall be conducted on-site or off-site. Disposal techniques shall include but may not be limited to: controlled or uncontrolled combustion, land disposal, fixation, injection, degradation, and recycling. The disposal operations shall include temporary storage and ultimate disposal. Depending upon the material contaminated, disposal operations shall also include demolition.

All storage, transportation, treatment and disposal of pollutants shall be accomplished meeting all regulatory, safety and environmental laws and regulations at the Federal, State, and local level. The contractor shall be responsible for all necessary transportation and disposal permits.

C. Restoration

Activities shall be taken to repair or replace material damaged by the cleanup operations and actions to restore the damaged environment to as near pre-emergency conditions as possible. Such actions shall include but may not be limited to restocking, regrading, reseeding, replanting and soil replacement.

D. Analytical

On-site and off-site analytical activities shall be taken on a rapid turn-around basis (24 hours or less) to provide chemical and analysis or high sample quantity volume analyses, to include but not limited to pH, flash point, oxidation reduction, organic vapor analysis, TOC sulfides, and TOC phenols. This shall include sample collection, storage, transportation, analysis and disposal.

APPENDIX B

RESPONSE TIME LIMITS (ERCS ZONE CONTRACTS)

APPENDIX B

RESPONSE TIME LIMITS*

The contractor is required to have all items of equipment, material and personnel specified in rapid response time personnel, equipment and materials available at any zone location within the following response time limits. These items may be provided in response times longer than those indicated, if specified in the Delivery Order. The contractor is not precluded from providing these items in less than these response time limits.

A. 1. The contractor shall provide rapid response time personnel, equipment and materials in EPA Region 1 of ERCS Zone 1 within 2 hours of the receipt of a written or oral Delivery Order within a 50-mile radius, or 3 hours within a 100 mile radius, of the following cities:

Portland, Maine
Boston, Massachusetts
New Bedford, Massachussetts
Hartford, Connecticut
New Haven, Connecticut
Burlington, Vermont

2. The contractor shall provide rapid response-time personnel, equipment and materials within 4 hours of the receipt of a written or oral Delivery Order for all other areas in EPA Region 1 of ERCS Zone 1.

B. 1. The contractor shall provide rapid response time personnel, equipment and materials within 1.5 hours of the receipt of a written or oral Delivery Order for the following areas in EPA Region 2 of ERCS Zone 1:

. 50 mile radius of New York City, New York (from Columbus Circle)

* ERCS Zone Contracts only (response time limits for other prime contracts will be specified as those contracts are awarded).

- 50 mile radius of Edison, New Jersey (measured from EPA's office complex on Woodbridge Avenue in Edison, New Jersey).

2. The contractor shall provide rapid response time personnel, equipment and materials within 2 hours of receipt of a written or oral Delivery Order for the following areas in EPA Region 2 of ERCS Zone 1:

   - 20 mile radius of San Juan, Puerto Rico (measured from junction of Puerto Rico Rtes. 1 and 18).

3. The contractor shall provide rapid response time personnel, equipment and materials within 2.5 hours of the receipt of a written or oral Delivery Order for the following areas in EPA Region 2 of ERCS Zone 1:

   - 50 mile radius of Albany, New York (measured from State Capital building).

   - 75 mile radius of Rochester, New York (measured from the Federal Building).

   - Remainder of Long Island, New York, not covered in B.1. above.

   - Lake George, New York (in its entirety).

   - 20 mile radius of Syracuse, New York (measured from the juncture of New York Rte. 81 and Rte. 17).

   - 20 mile radius of Ithaca, New York (measured at the juncture of New York Rtes. 79 and 96).

   - 20 mile radius of Elmira, New York (measured from junction of New York Rtes. 17 and 14).

- 20 mile radius of Newburgh, New York (measured from junction of New York Rtes. 84 and 87).

- 20 mile radius of Poughkeepsie, New York (measured from the junction of New York Rtes. 9 and 44).

- 20 mile radius of Kingston, New York (measured from the junction of New York Rtes. 87 and 587).

- 20 mile radius of Utica, New York (measured from the junction of New York Rtes. 90 and 12).

- 20 mile radius of Watertown, New York (measured from the junction of New York Rtes. 81 and 12F).

- New York Rte. 87 (entire length).

- New York Rte. 90 (entire length).

- New York Rte. 81 (entire length).

- New York Rte. 17 (entire length).

- Remainder of New Jersey not specified in item B.1 above.

4. The contractor shall provide rapid response time personnel, equipment and materials within 3.5 hours of the receipt of a written or oral Delivery Order for the following areas in EPA Region 2 of ERCS Zone 1:

- 10 mile radius of Fajardo, Puerto Rico (measured from junction of Puerto Rico Rtes. 3 and 195).

- 20 mile radius of Guayanilla, Puerto Rico (measured from junction of Puerto Rico Rtes. 2 and 3852).

- 20 mile radius of Mayaguez, Puerto Rico (measured from junction of Puerto Rico Rtes. 2 and 106).

- 20 mile radius of Arecibo, Puerto Rico (measured from junction of Puerto Rico Rtes. 2 and 10).

- 25 mile radius of Guayama, Puerto Rico (measured from junction of Puerto Rico Rtes. 3 and 15).

5. The contractor shall provide rapid response time personnel, equipment and materials within 4 hours of the receipt of a written or oral Delivery Order for the following areas in EPA Region 2 of ERCS Zone 1:

   - Remainder of New York not specified in B.1 through 4 above.

6. The contractor shall provide rapid response time personnel, equipment and materials within 5 hours of the receipt of a written or oral Delivery Order for the following areas in EPA Region 2 of ERCS Zone 1:

   - Remainder of Puerto Rico and U.S. Virgin Islands not specified in B.2 and 4 above.

C. 1. The contractor shall provide rapid response time personnel, equipment and materials within 2 hours of the receipt of a written or oral Delivery Order for the following areas in EPA Region 3 of ERCS Zone 1:

   - 25 mile radius of Philadelphia, Harrisburg and Pittsburgh, Pennsylvania.

   - 25 mile radius of Norfolk, Richmond, and Roanoke, Virginia; and Washington, D.C.

   - 12 mile radius of Winchester, Virginia.

   - 25 mile radius of Baltimore, Maryland.

2. The contractor shall provide rapid response time personnel, equipment and materials within 3 hours of the receipt of a written or oral Delivery Order for the following areas in EPA Region 3 of ERCS Zone 1:

   . 25 mile radius of Scranton, Allentown, Erie and the Alleghany National Forest, Pennsylvania.

   . State of Delaware.

   . 50 mile radius of Pittsburgh and Warren, Pennsylvania and Charleston, West Virginia.

3. The contractor shall provide rapid response time personnel, equipment and materials within 4 hours of the receipt of a written or oral Delivery Order for the following areas in EPA Region 3 of ERCS Zone 1:

   . Remainder of Pennsylvania and Maryland not specified above.

4. The contractor shall provide rapid response time personnel, equipment and materials within 5 hours of the receipt of a written or oral Delivery Order for the following areas in EPA Region 3 of ERCS Zone 1:

   . Remainder of West Virginia and Virginia not specified above.

ERCS ZONE 2

A. The contractor shall provide rapid response time personnel, equipment and materials within 2.5 hours of the receipt of a written or oral Delivery Order within a 50 mile radius of the following ERCS Zone 2 cities:

ALABAMA

Mobile
Montgomery
Birmingham

FLORIDA

- Jacksonville
- Tampa
- Miami
- Pensacola
- Orlando

GEORGIA

- Atlanta
- Savannah

KENTUCKY

- Louisville
- Paducah

NORTH CAROLINA

- Asheville
- Charlotte
- Raleigh-Durham
- Wilmington

MISSISSIPPI

- Jackson
- Natchez

SOUTH CAROLINA

- Columbia
- Greenville-Spartanburg
- Charleston

TENNESSEE

- Memphis
- Knoxville

Nashville

Chattanooga

B. The contractor shall provide rapid response time personnel, equipment and materials within 6 hours of the receipt of a written or oral Delivery Order for all other areas of ERCS Zone 2.

ERCS ZONE 3

A. The contractor shall provide rapid response time personnel, equipment and materials within 3 hours of the receipt of a written or oral Delivery Order for the following ERCs Zone 3 areas:

St. Louis County, Minnesota, South of Latitude 47
Carlton County, Minnesota
Douglas County, Wisconsin
Anoka County, Minnesota
Hennepin County, Minnesota
Ramsey County, Minnesota
Milwaukee County, Wisconsin
Waukesha County, Wisconsin
Lake County, Illinois
Cook County, Illinois
Dupage County, Illinois
Lake County, Indiana
Marion County, Indiana
Madison County, Illinois
St. Clair County, Illinois
Saginaw County, Michigan
Bay County, Michigan
Midland County, Michigan
Oakland County, Michigan
Wayne County, Michigan
Monroe County, Michigan
Lucas County, Ohio

Cuyahoga County, Ohio
Franklin County, Ohio
Hamilton County, Ohio

B. The contractor shall provide rapid response time personnel, equipment and materials within 12 hours of the receipt of a written or oral Delivery Order for the following ERCS Zone 3 areas:

Upper Peninsula of Michigan
Northwest Minnesota North of Latitude 47 and West of Longitude 94

C. The contractor shall provide rapid response time personnel, equipment and materials within 6 hours of the receipt of a written or oral Delivery Order for all other areas of ERCS Zone 3 not specified above.

ERCS ZONE 4

A. The contractor shall provide rapid response time personnel, equipment and materials for all areas of EPA Region 6 of ERCS Zone 4 within 6 hours of the receipt of a written or oral Delivery Order.

B. 1. The contractor shall provide rapid response time personnel, equipment and materials for the Department of Commerce 1980 Standard Metropolitan Statistical Area (SMSA) for Kansas City within 2 hours of the receipt of a written or oral Delivery Order.

2. The contractor shall provide rapid response time personnel, equipment and materials for the St. Louis, Missouri SMSA within 3 hours of the receipt of a written or oral Delivery Order.

3. The contractor shall provide rapid response time personnel, equipment and materials within 4 hours of the receipt of a written or oral Delivery Order for the following SMSA locations in EPA Region 7 of ERCS Zone 4:

Des Moines, Iowa
Omaha, Nebraska
Wichita, Kansas
Springfield, Missouri

4. The contractor shall provide rapid response time personnel, equipment and materials within 6 hours of the receipt of a written or oral Delivery Order for the remainder of EPA Region 7 of ERCS Zone 4 not specified in B.1 through 3 above.

C. 1. The contractor shall provide rapid response time personnel, equipment and materials within 2 hours of the receipt of a written or oral Delivery Order for the following SMSA locations in EPA Region 8 of ERCS Zone 4:

Denver, Colorado
Salt Lake City, Utah

2. The contractor shall provide rapid response time personnel, equipment and materials within 6 hours of the receipt of a written or oral Delivery Order for the remainder of EPA Region 8 of ERCS Zone 4:

D. 1. The contractor shall provide rapid response time personnel, equipment and materials within 2 hours of the receipt of a written or oral Delivery Order for the following SMSA locations in EPA Region 9 of ERCS Zone 4:

Sacramento, California
San Jose, California
Anaheim/Santa Ana/Garden Grove, California
Los Angeles/Long Beach, California
Riverside/San Bernardino/Ontario, California
Pheonix, Arizona

2. The contractor shall provide rapid response time personnel, equipment and materials within 3 hours of the receipt of a written or oral Delivery Order for Oahu, Hawaii.

3. The contractor shall provide rapid response time personnel, equipment and materials within 3 hours of the receipt of a written or oral Delivery Order plus transportation time from Oahu for the remainder of the Hawaiian Islands not specified in D.2 above, and for the Pacific Trust Territories.

4. The contractor shall provide rapid response time personnel, equipment and materials within 6 hours of the receipt of a written or oral Delivery Order for the remainder of EPA Region 9 of ERCS Zone 4 not specified in D.1 through 4 above.

E. 1. The contractor shall provide rapid response time personnel, equipment and materials within 3 hours of the receipt of a written or oral Delivery Order for the following SMSA locations in EPA Region 10 of ERCS Zone 4:

Seattle, Washington
Portland, Oregon

2. The contractor shall provide rapid response time personnel, equipment and materials within 24 hours of the receipt of a written or oral Delivery Order for the State of Alaska.

3. The contractor shall provide rapid response time personnel, equipment and materials within 6 hours of the receipt of a written or oral Delivery Order for the remainder of EPA Region 10 of ERCS Zone 4.

APPENDIX C

DESCRIPTION OF ALLOWABLE AND UNALLOWABLE CONTRACTOR CHARGES

APPENDIX C

DESCRIPTION OF ALLOWABLE AND UNALLOWABLE CONTRACTOR CHARGES (ZONE 4 ONLY)*

Fixed Rates

- Labor rates are listed for the prime contractor and named subs. Rates DO NOT apply for contractors not listed by name. Labor categories are in most cases broken down into "Levels." These rates by levels will be charged to each site depending on the individual's yearly salary that is performing the work. The salary ranges are listed in clause B.3 paragraph 11 of the contract. It is not expected that you need to know the individual's annual salaries working on your site(s) but the contractor shall tell you what Level an individual is and will be charged at on your jobs when asked by you.

- All rates listed are fixed price rates and include the contractors' and subcontractors' burden rates and profit. You should NEVER see any additional percentages or costs added when a fixed price rate is used.

- Equipment rates listed are only applicable for the contractor named and then only for use when that contractor is using his OWN equipment. If contractors are not listed by name, these provisional rates shall apply if the equipment they are using is owned by them. Equipment provisional rates may be adjusted at a later time if a contractor can substantiate his cost to the satisfaction of the Government. If equipment is rented, the cost of the rental shall be charged to the Delivery Order. Rental costs shall have the contractor's G&A rate added to them, which is a provisional rate.

*This Appendix provides information on the Zone 4 Contract only and is intended to be illustrative only. Allowable and unallowable charges for the Zone 1, 2, and 3 contracts will vary from the examples provided here. Each contract should be consulted for details.

The provisional rate will be adjusted to the actual rate each year, which means your site costs may go up or down depending on what the actual rate comes in at.

- Both labor and equipment rates will be effective for the period in which the work is performed. No longer will rates be effective for an entire job if the period of performance crosses into another period. The only exception is if a job crosses into another period by not more than 30 days, then the rates in effect for the original period of performance would remain in effect. NOTE: The 30 days would be at the new period rates if the existing job crosses into another period by more than 30 days.

- Overtime rates will be paid after eight hours of work in one day and after 40 hours per week. You shall be notified by the contractor before he uses employees for which overtime will be charged and the OSC or CO must authorize overtime BEFORE it is incurred.

- Equipment rates listed do not include operators' time.

- There are to be NO charges by the contractor or ANY of its subs for mobilization and demobilization because costs are included in the fixed rates.

Travel and Per Diem

- Travel and Per Diem cost shall be billed at actual costs plus G&A for the contractor and at cost only for any subcontractors. Costs shall be in accordance with Federal Travel Regulations or Joint Travel Regulations and a receipt for all items above $25.00 is required.

Standby Rates

- Standby rates may be charged from time to time only when ordered "on standby" by the OSC. Standby rates will only be charged by the

contractor for its OWN equipment when applicable.

Other Direct Costs

- You should NOT see a direct charge for any of the following items on your jobs. The cost associated with all of these items is included in the labor and equipment rates in this contract.

Cascade systems
Full face respirators
Half face respirators
Hard hats
Oil, grease, etc. necessary for operation of equipment
Mileage, breathing air and all other "surcharges"
Hand tools (including non-sparking)
Portable communication radio
Trash bags
Electric, duct, and CAUTION, tapes
pH paper
Drum/barrel punch (small for sampling)
Drum/barrel punch (large for emptying drums)
Welding stand
Sampling tools (i.e., stainless steel pails, pans, and trowels)
Maintenance vehicle/truck
Barrel cart
Metal detector
Portable eye wash
Cutting torch
Chain saw
pH meter

Personal Protective Items as follows:

Coveralls
Chemical resistant steel toe and shank boots
Long cotton underwear
Pressure-demand self-contained breathing apparatus
Fully encapsulating chemical resistant suit
2-way radio communication/portable
Face shield for hard hat
Escape mask
Nose cup
Outer gloves, chemical resistant
One- or two-piece chemical splash suit

Any item with an acquisition cost of less than $500-$1,000 that the contractor expenses in its indirect accounts in accordance with its accounting system.

You WILL see direct charges for any of the following items if used on your jobs. These items will be charged at cost plus the applicable burden rate for Contractors and 0% for any subs.

Security guards
Fencing
Passenger cars and vans
Sorbent pads
Sorbent bag
Sorbent sweep
Sorbent loose
Containment booms (i.e., 4"-6" skirt and 12"-18" skirt)
Boom anchors
Passive dosimeter
VOA bottles
Tank patch kit

Amber jugs 1/2 gallon

Glass tubes 16mm x 4'

Stainless steel spoons

Vermiculite

Paint cans 1 gal. w/lids

Pollution cans

DOT labels

Neutralizing acids

Neutralizing bases

Lime

Activated carbon

Calcium carbonate

Hydrogen peroxide

Alconox

Trichloroethylene

Acetone

Hexane

Sodium hypochlorite

Visquene (4 mil, 20' x 100')

Dry chemical fire extinguisher (125 lbs)

Emergency oxygen

Oil dry

Silica sand

Mash sanitizer

Split spoon soil sampler

Portable ground fault circuit interrupters

All-terrain vehicles

Pool liners

Drums, all sizes

Pumps, all types, unless listed in Article B.1.

Personal protection items as follows:

- Disposable coveralls/suits
- Cannisters/cartridges for respirators

Inner gloves, chemical resistant

Outer boot covers

Fuel

Material

Items owned or rented by the contractor or subcontractors listed in Article B.1. for which fixed rates are not established.

APPENDIX D

RCRA CONTACTS

COMPLIANCE STATUS OF RCRA DISPOSAL FACILITIES

APPENDIX D

RCRA CONTACTS
COMPLIANCE STATUS OF RCRA DISPOSAL FACILITIES

Region	Contact	Phone Number
I	Linda Murphy, Chief MA Waste Management Branch	FTS 8-223-5655 (617) 223-5655
	Ira Leighton, Chief CT and ME Waste Management Branch	FTS 8-835-3694 (617) 565-3694
	Dennis Huebner, Chief VT, RI and NH Waste Management Branch	FTS 8-835-3626 (617) 565-3626
II	Joel Golumbek, Chief Hazardous Waste Compliance Branch	FTS 8-264-6151 (212) 264-6151
III	Peter Schaul, Chief RCRA Enforcement Section-PA	FTS 8-597-8334 (212) 597-8334
	John Armstead, Chief RCRA Enforcement Section- DE, MD, VA, Washington DC and West Virginia	FTS 8-597-3039 (215) 597-3039
IV	Allan Antley, Chief Waste Compliance Section	FTS 8-257-7603 (404) 347-7603
V	Bill Muno, Chief RCRA Enforcement Section	FTS 8-886-4434 (312) 886-4434

APPENDIX D (Continued)

Region	Contact	Phone Number
VI	Bill Taylor, Chief RCRA Enforcement Section	FTS 8-255-6775 (214) 655-6775
VII	David Doyle, Chief RCRA Compliance Section	FTS 8-757-2891 (913) 236-2891
	Luetta Flournoy, Chief Iowa Section	FTS 757-2888 (913) 236-2888
VIII	Diana Shannon, Chief RCRA Compliance Section	FTS 8-564-1500 (303) 293-1500
IX	Karen Schwinn, Chief RCRA Enforcement Section	FTS 8-454-8129 (415) 974-8129
X	Chuck Rice, Chief RCRA Enforcement Section	FTS 8-399-0695 (206) 442-0695

GLOSSARY

GLOSSARY

activity: a group of tasks that together comprise a segment(s) of the sequence of events undertaken in determining, planning, and completing a response to a release or potential release of a hazardous substance. Activities include, for example, remedial investigation, feasibility study, remedial design, and remedial construction.

allocation: the amount of funding provided to a Region for all removal activities.

allowance: an amount established during the budgeting process signifying the level of resources at which an organization can operate. An allowance serves as an unofficial spending limit from which commitments and obligations are withdrawn.

allowable costs: costs that are eligible, reasonable, necessary and allocable and that are permitted under the appropriate Federal cost principles, in accordance with EPA policy. For example, allowable costs might include contractual services, response by State employees (under a Cooperative Agreement or contract), materials and supplies, equipment, and other direct and indirect costs.

cleanup: actions undertaken during a removal or remedial response to address a release of hazardous substances that poses a threat or potential threat to human health and welfare, the environment and/or real and personal property. Cleanup activities may include removal and disposal of contaminated material, provision of alternate water supplies, on-site monitoring and temporary evacuation and relocation of threatened individuals. Sites are considered cleaned up when EPA removal or remedial programs have no further expectation or intention of returning to the site and threats have been mitigated or do not require further action.

disposal: the discharge, deposit, injection, decomposing, spilling, leaking or placing of any solid waste or hazardous waste into or on any land or water

so that such substances or any constituent thereof may enter the environment or be emitted into the air or discharged into any waters, including ground waters.

Emergency Response Cleanup Services (ERCS) Contracts: contracts awarded to contractors who provide specific services, equipment and materials to conduct emergency response cleanups of hazardous substance and oil releases under the direction of OSCs.

EPA lead: means that the EPA has primary responsibility for planning and conducting either part of or an entire removal or remedial action.

expenditure/expense: means the incurring of a liability or a payment of cash. The term(s) is often used synonymously with "disbursement" or "outlay."

facility: (a) any building, structure, installation, equipment, pipe or pipeline (including any pipe into a sewer or publicly owned treatment works), well, pit, pond, lagoon, impoundment, ditch, landfill, storage container, motor vehicle, rolling stock, or aircraft, or (b) any site or area where a hazardous waste has been deposited, stored, disposed of, placed or otherwise came to be located; but does not include any consumer product in consumer use or vessel.

feasibility study: a study intended to a) evaluate alternative remedial actions from a technical, environmental, and cost-effectiveness perspective, b) recommend the cost-effective remedial action, and c) prepare a conceptual design, cost estimate for budgetary purposes, and a preliminary construction schedule.

hazardous substance: hazardous substance means (a) any substance designated pursuant to Section 311(b) (2) (A) of the Federal Water Pollution Control Act, (b) any element, compound, mixture, solution, or substance designated pursuant to Section 102 of this Act, (c) any hazardous waste having the characteristics identified under or listed pursuant to Section 3001 of the Solid Waste Disposal Act (excluding any waste the regulation of which under the Solid Waste Disposal has been suspended by Act of Congress), (d) any toxic pollutant

listed under Section 307(a) of the Federal Water Pollution Control Act, (e) any hazardous air pollutant listed under Section 112 of the Clean Air Act, and (f) any imminently hazardous chemical substance or mixture with respect to which the Administrator [EPA] has taken action pursuant to Section 7 of the Toxic Substance Control Act. The term does not include petroleum, including crude oil or any fraction thereof which is not otherwise specifically listed or designated as a hazardous substance under Subparagraphs (a) through (f) of this paragraph, and the term does not include natural gas, natural gas liquids, liquefied natural gas or synthetic gas usable for fuel (or mixtures of natural gas and such synthetic gas).

incident: a release or potential release of oil or hazardous substance at a waste site, abandoned facility or fixed operating facility, or resulting from a transportation-related accident or deliberate dumping.

Incident Obligation Log: a log that may be kept during a removal action to provide the OSC with an accurate record of daily charges and an estimate of total project funds available.

invoice package: a package prepared by the ERCS contractor for the ERCS DPO on a monthly basis consisting of one invoice for each removal project conducted for the previous billing period and one cost accounting form itemizing costs for each removal project conducted for the previous billing period.

Memorandum of Understanding (MOU): an agreement between the EPA and another agency (Federal, State, or local) that sets forth basic policies and procedures governing the relationship on matters of mutual interest and responsibility. There is no exchange of funds under this type of agreement.

National Contingency Plan (NCP): officially known as the National Oil and Hazardous Substances Pollution Contingency Plan, the NCP outlines the responsibilities and authorities for responding to releases into the

environment of hazardous substances and other pollutants and contaminants under the statutory authority of CERCLA and section 311 of the Clean Water Act (CWA).

National Priorities List: a list of the highest priority releases or potential releases of hazardous substances, based upon State and EPA Regional submissions of candidate sites and the criteria and methodology contained in the Hazard Ranking System (HRS), in order to allocate funds for remedial actions.

obligation: the amount of orders placed, contracts awarded, services received, and similar transactions during a given period that will require payments during the same or a future period. These will include outlays for which obligations have not been previously recorded and will reflect adjustments for differences between previously recorded obligations and actual outlays to liquidate those obligations (OMB Circular A-34).

On-Scene Coordinator (OSC): the Federal official predesignated by the EPA or the USCG to coordinate and direct a Federal response under the National Oil and Hazardous Substances Pollution Contingency Plan (NCP); or the DOD official designated to coordinate and direct the removal actions from releases of hazardous substances or pollutants or contaminants from DOD vessels and facilities.

Ordering Officer: the EPA-designated Federal official, listed in the administrative recitals of each ERCS contract, who has been delegated authority to place orders against the ERCS zone contracts. The role may be assumed by EPA OSCs, EPA Remedial Project Managers, and other designed Federal officials.

POLREP: reports submitted by the OSC to EPA Headquarters (RRT) to report on a release, the decision to activate the Fund, and progress at the response (including a description of activities and status of funding).

preliminary assessment: an evaluation of the extent of release and degree of threat to human health and the environment in order to determine whether the release meets the criteria for a CERCLA-funded removal.

priority site: a site that has been included on either the Interim Priority List or National Priority List.

Program Manager: the ERCS contractor official who serves as the single point of contact for coordination with the EPA HQ Project Officer and Regional DPOs. He receives and is responsible for managing and implementing all Delivery Orders.

project: a group of activities conducted at a site intended to eliminate/remedy a release or potential release of a hazardous substance which poses an actual or potential significant threat to human health, the environment, or real or personal property. A project may focus on only a portion of the site and may be distinguished by one of three classification schemes: (1) geographical extent of the project; (2) lead responsibility for the project (i.e., Cooperative Agreement vs. State contract); or (3) type of remedy.

project ceiling: represents the total funding approved for a removal action and is established in the initial removal Action Memorandum. The total project ceiling is comprised of an itemized breakout of the following cost categories: cleanup contractor, letter contracts with states, site-specific IAGs, TAT, NCLP analytical services, ERT/EERU, and EPA intramural costs. RAs may authorize ceilings up to $2 million, provided the project is not expected to exceed that amount. Costs that would exceed the project ceiling require a ceiling increase, which must be approved through a ceiling increase request.

Project Officer: the EPS official with overall responsibility for managing and directing activities under the ERCS zone contracts. The Project Officer provides a single point of contact for the Contracting Officer and the ERCS zone contractors.

release: Any spilling, leaking, pumping, pouring, emitting, emptying, discharging, injecting, escaping, leaching, pumping, or disposing of into the environment (including the abandonment or discarding of barrels, containers, and other closed receptacles containing any hazardous substance or pollutant or contaminant), but excludes: any release that results in exposure to persons solely within a workplace, with respect to a claim that such persons may assert against the employer of such persons; emissions from the engine exhaust of a motor vehicle, rolling stock, aircraft, vessel, or pipeline pumping station engine; release of source, byproduct or special nuclear material from a nuclear incident, as those terms are defined in the Atomic Energy Act of 1954, if such release is subject to requirements with respect to financial protection established by the Nuclear Regulatory Commission under section 170 of such act, or, for the purpose of section 104 of CERCLA or any other response action, any release of source, byproduct, or special nuclear material from any processing site designated under section 122(a)(1) or 302(a) of the Uranium Mill Tailings Radiation Control Act of 1978; and the normal application of fertilizer. For the purpose of the NCP, release also means substantial threat of release.

remedial action: subactivity in remedial response involving actual implementation, following design of the selected source control and/or off-site remedial measure. A Federally funded remedial action will be undertaken only at those sites included on the National Priority List.

remedial investigation: an investigation intended to gather the data necessary to: (1) determine the nature and extent of problems at the site; (2) establish cleanup criteria for the site; (3) identify preliminary alternative remedial actions; and (4) support the technical and cost analyses of the alternatives.

removal: the cleanup or removal of released hazardous substances from the environment; such actions as may be necessary to monitor, assess, and evaluate the release or threat of release of hazardous substances; the disposal of removed material or the taking of such other actions as may be necessary to prevent, minimize, or mitigate damage to the public health or welfare or the

environment, which may otherwise result from a release or threat of release. The term includes, in addition, without being limited to, security fencing or other measures to limit access, provision of alternative water supplies, temporary evacuation and housing of threatened individuals not otherwise provided for, action taken under section 104(b) of CERCLA, as amended by SARA, and any emergency assistance that may be provided under the Disaster Relief Act of 1974.

reportable quantity: under Section 102 of CERCLA, the quantity of a hazardous substance, that if released to the environment, may present substantial danger to the public health or welfare or the environment and must be reported to either the National Response Center or the EPA. Reportable quantities are set forth in 40 CFR 302.

start: date the contractor/OSC mobilizes on site. This is reported through OSC pollution reports.

Statement of Work (SOW): an element of a Delivery Order that specifies in detail the tasks and objectives to be performed by a contractor. The SOW should contain the salient points regarding the background of the release or potential release, problem definition, purpose of the work, and a description of the services to be performed by the contractor.

Stop Work Order: a Notice of Work Stoppage form prepared by an Ordering Officer, OSC, or Contracting Officer requiring the contractor to stop all, or any part, of the work called for in a Delivery Order.

task: a discrete piece of work that addresses a single objective specified by a Statement of Work for planning, evaluating, or implementing a response action (e.g., hydrogeological study, hazardous waste characterization, alternative analysis, construction of a fence, or installing a leachate control system).

Work Plan: the contractor's submittal of a written response to a Delivery Order defining the technical approach for the project, the budget, and the schedule.

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