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Guidelines For Effective Management Of The Contract Laboratory Program

Part One—Contract Award

GUIDELINES FOR EFFECTIVE MANAGEMENT OF THE CONTRACT LABORATORY PROGRAM

PART I

CONTRACT AWARD

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1.0 INTRODUCTION AND CLP STRUCTURE

The Contract Laboratory Program (CLP) supports the Environmental Protection Agency's (EPA) Superfund effort, originally under the 1980 Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA) and presently under the 1986 Superfund Amendments and Reauthorization Act (SARA). The CLP provides a range of state-of-the-art chemical analytical services of known quality on a high volume, cost effective basis. The CLP is structured to provide legally defensible analytical results for use in supporting EPA enforcement actions. In order to accomplish its environmental goals, the CLP relies significantly on contractor support. Project Officers are the focal point in developing and technically administering CLP analytical and support services contracts. Consequently, the definition of Project Officer roles and responsibilities is instrumental to Superfund's overall success.

This document is intended to provide guidance to Superfund Headquarters Project Officers (POs) and Regional Deputy Project Officers (DPOs). PO and DPO roles, responsibilities, limitations, and the interrelationships with other supporting parties are defined for every stage of the management process. Information in this document will provide POs and DPOs with specific roles and well defined responsibilities that will enable them to effectively manage the CLP.

These guidelines consist of two parts:

Part I. Contract Award Document
Part II. Contract Administration Document (Monitoring and Enforcement)

Each part consists of:

- Introduction and CLP Structure;
- Standard Operating Procedures (SOP);
- Appendices; and
- References.

1.1 CLP STRUCTURE

CLP services involve numerous Agency programs, contractors and other groups throughout the country. These organizations are identified and their roles in the program described in the following sections. Exhibit 1-1 provides a graphic overview of the interrelationships of CLP program principals.

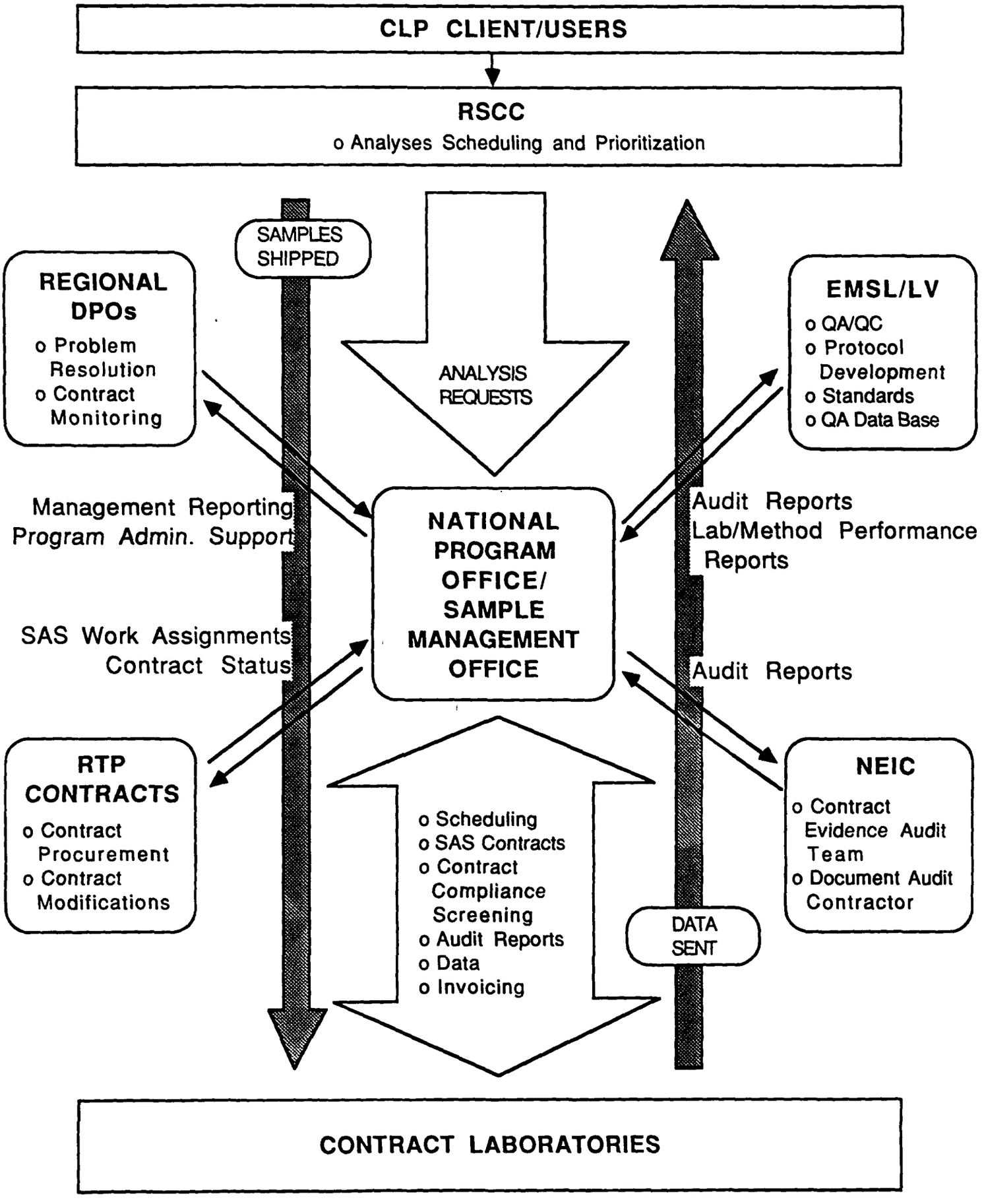
1.1.1 Program Management

1. National Program Office

The CLP is directed by the National Program Office (NPO), in EPA Headquarter's Analytical Operations Branch (AOB), Hazardous Site Evaluation Division (HSED), Office of Emergency

EXHIBIT 1-1

INTERRELATIONSHIP OF PROGRAM PRINCIPALS



and Remedial Response (OERR), located in Washington, DC. The NPO is comprised of a National Organics and Inorganics Program Manager (NPM); a Regional Operations Manager; a Quality Assurance (QA) Coordinator; and Organics, Inorganics and Dioxin POs.

NPO responsibilities include: overall management of the CLP in terms of program objectives; expansion and interface with clients and other groups; policy and budget formation and implementation; development and technical administration of CLP analytical and support services contracts; development and technical review of analytical protocols; review of special analytical services subcontracts and CLP-generated laboratory data; monitoring and formal evaluation of analytical and support contractors; and direction of CLP quality assurance in coordination with overall OERR quality assurance activities.

The National Organics and Inorganics Program Manager (NPM), in addition to directing organics and inorganics section staff, is responsible for the formulation of CLP policies and direction. By communicating with Regional and Agency communities on a continuing basis, the NPM keeps all parties apprised of program activities and receives input on program effectiveness. The NPM also directs annual technical caucuses for the purpose of reporting initiatives and progress of the past year.

The Regional Operations Manager directs a staff responsible for the Sample Management Office (SMO) contract, the Environmental Services Assistance Teams (ESAT) contracts, and the Shipment Management contract. In addition, the Regional Operations Section manages the supply and demand between CLP capacity and client needs and provides budget support and administration.

The QA Coordinator manages all aspects of program application of quality control procedures. The QA Coordinator works closely with EPA Headquarters Office of Research and Development (ORD) and the ORD's Environmental Monitoring Systems Laboratory in Las Vegas (EMSL/LV) which provide QA support to the CLP. The QA Coordinator interacts with the POs and EMSL/LV in refining and updating analytical method quality control and audit procedures.

The POs are responsible for technical program decisions, contract monitoring, and contractor performance evaluation. On a daily basis, the POs work closely with the DPOs and laboratories in resolving technical issues. The POs also direct the ongoing effort to improve contract language and analytical methodologies. For the purposes of CLP protocol review and method development, the POs conduct volunteer workgroups throughout the year.

2. Sample Management Office

The contractor-operated SMO functions in direct support of the NPO by providing management, operations and administrative support to the CLP. The primary objective of SMO is to facilitate optimal use of program analytical resources. SMO activities fall into the following areas: sample scheduling and tracking; Contract Compliance Screening; Special Analytical Services (SAS) subcontracting; maintenance of CLP records and management reporting; assistance in procurement, Invitation for Bid (IFB) development, and Statement of Work (SOW) production; coordination of CLP meetings and conferences; and NPO management, and technical and administrative support.

SMO routinely receives Regional analytical requests, coordinates and schedules sample analyses, tracks sample shipments and analyses, receives and checks data for completeness and compliance, and maintains a repository of sampling records and program data. In response to client requests for nonroutine types of analyses, SMO subcontracts for SAS and schedules and tracks SAS efforts as outlined above. SMO maintains a comprehensive database of CLP services, performance, and utilization in order to generate a variety of management and user reports.

3. Office of Research and Development, Environmental Monitoring Systems Laboratory at Las Vegas

Program QA support is provided by EPA ORD through EMSL/LV. EMSL/LV functions as the quality assurance arm of the CLP, providing advice and support to the NPO. Specifically, EMSL/LV assists in performing preaward and postaward on-site laboratory evaluations; prepares performance evaluation (PE) samples for preaward and postaward evaluations of laboratory performance; evaluates preaward and postaward PE sample data; and performs QA audits on CLP-generated data. Additionally, EMSL/LV is responsible for: providing analytical reference standards to program laboratories through the contractor operated QA Materials Bank; operating the program's QA Database to conduct program and laboratory trend analyses used in developing and updating contract quality control criteria; and assisting in evaluation and development of CLP analytical methods and protocols.

4. National Enforcement Investigations Center

The National Enforcement Investigations Center (NEIC) advises the NPO in defining and applying program enforcement requirements. NEIC-developed sample custody procedures, chain-of-custody records, sample tags, and custody seals are utilized in the CLP to maintain the validity of sample

analyses for supporting EPA enforcement actions. NEIC routinely performs evidence audits of CLP laboratories and generates sample profiles used in EPA enforcement litigation.

5. Contracts Management Division, Office of Administration and Resource Management, Research Triangle Park

The Contracts Management Division (CMD) is responsible for the placement and administration of all contracts under the CLP.

1.1.2 Regional Program Support

The Regions play an integral role in program activities, both as the primary CLP user and as a key part of analytical program management. The decentralization of program responsibilities to the Regions is an effective means of directing program operations nationwide. Extended Regional participation in the program has and will continue to increase the program's responsiveness to Superfund requirements.

1. Regional Deputy Project Officers

In 1984, Regional Administrators appointed a CLP technical DPO for each Regional office. Under direction of the NPO, the Regional DPO assumes a portion of the responsibility for monitoring the laboratory contractors located in the Region. The DPO works closely with POs in responding to identified problems in laboratory operations and participating in laboratory on-site evaluations.

2. Regional Sample Control Centers

In 1984, each Region established a Regional Sample Control Center (RSCC) to centralize ordering of CLP sample analyses within the Region. The RSCC is comprised of one or more individuals designated as CLP Authorized Requestors (ARs), with one individual named as the Primary AR directing the RSCC. The RSCC is responsible for coordinating the level of Regional sampling activities to correspond with the monthly projected demand for analytical services. The Primary AR makes final determinations regarding Regional analysis priorities when conflicts occur. RSCC ARs routinely place all Regional requests for CLP analyses, coordinate with SMO during sampling and sample shipment, and resolve any problems which arise concerning the samples. The RSCC serves as the central point of contact for questions concerning Regional sampling efforts.

3. Technical Meetings

Since 1982, the NPO has utilized technical meetings as a means to consistently employ the scope of available technical resources in updating analytical program methodologies and

data reporting requirements. Technical meetings are initiated by the NPO on a periodic basis and consist of workgroups, caucuses and an annual conference. Participants of these sessions include EPA Regions, EMSL/LV, EMSL/Cincinnati, NEIC, contract laboratories, program support contractors, NPO, and other
Government agencies and EPA programs. These meetings have been instrumental in improving CLP protocols and orienting deliverables to user needs.

4. Regional/Laboratory Communication System

In 1983, the NPO established a communication system between the Regions and contract laboratories as a routine method for Regional data review staff to obtain answers from the laboratories. In this system, designated Regional communication contacts call designated laboratory communication contacts as needed to resolve technical questions concerning program data. This communication link also benefits the laboratory by providing direct feedback on its data product.

1.1.3 Clients/Users

1. EPA Regions

The ten EPA Regions are the primary clients of the CLP. As described in the previous section, each Region has established an RSCC that schedules all CLP analysis requests for the Region. The RSCC balances Regional sampling with allocated numbers of CLP sample analyses available each month and prioritizes the Region's analytical workload when conflicts occur. RSCC personnel coordinate closely with SMO throughout Regional sampling events, assisting in tracking sample shipments to the laboratory and resolving any problems that arise. In this role, the RSCC also processes analytical requests from state or other program users that are located in the Region's geographical area.

2. States

Under RCRA-CERCLA Cooperative Agreements, any state undertaking initial site investigations and entering into cooperative agreements with the Government for cleanup of local waste sites can utilize CLP services. States must access CLP analytical services through the RSCC, and data packages are distributed to states through the RSCC.

3. Non-Superfund Clients

Program services are available to support non-Superfund clients. Non-Superfund analyses and other support are

provided by the CLP through transfer of funds from the non-Superfund program to the CLP. Non-Superfund clients currently include

other Government agencies and other EPA programs, such as the Office of Research and Development, the Office of Solid Waste, and the Office of Water.

1.1.4 Analytical and Support Contractors

1. Contract Analytical Laboratories

The CLP's analysis contractors come from the nationwide community of chemical analytical laboratory facilities. To become part of the CLP, laboratories must meet stringent requirements and standards for equipment, personnel, laboratory practices, analytical operations and quality control operations. Firm, fixed price contracts are awarded competitively to the lowest responsive, responsible bidders through the Government's IFB process. Before a contract is awarded, low priced bidders must successfully analyze PE samples and pass a preaward laboratory audit. After contract award, laboratories are closely monitored to assure compliance with the terms and conditions of the contract.

2. Environmental Services Assistance Teams

In 1985, the NPO established ESAT to provide a wide range of technical, management and other related resource support for Superfund and non-Superfund Agency programs. ESAT contractors assist the NPO and the EPA Regions in the following task areas: analytical support; data review; logistical and administrative support; QA/QC support; management and reporting; and other task-related activities.

3. Shipment Management Program

The Shipment Management program was established by the NPO in 1988 in order to provide a consistent means of tracking the various shipping accounts established for CLP use. The Shipment Management contractor is responsible for establishing, maintaining and monitoring the shipping accounts for the transportation of sample bottles, sample coolers, sample data and other items as requested by the NPO.

1.2 CONTRACT AWARD DOCUMENT

The purpose of this part is to provide guidance and direction to AOB POs in procuring CLP contracts. The guidance is intended to ensure that POs understand the procurement process and their roles and responsibilities in acquiring laboratory contracts.

The contract award phase of the Acquisition Cycle involves three major stages: preparing, soliciting, and awarding CLP contracts. The first stage involves identifying needs and developing the Procurement Request (PR) package. The second and third stages require the coordinated efforts of the Contracting Officer (CO) and the PO to solicit and award the contracts.

The contract procurement process is discussed in this part in terms of the following steps:

1. Identifying needs;

2. Defining requirements;

3. Developing the procurement request package; and

4. Soliciting and awarding contracts.

This SOP provides clear guidance for each step of the contract procurement process. Each step is evaluated according to the following elements:

- Definition and objectives;
- Description of the process;
- Responsible party(ies);
- Roles and interrelationships of each party involved in the procurement process; and
- Time requirements.

2.0 IDENTIFYING NEEDS

2.1 DEFINITION AND OBJECTIVES

The first step of the procurement process is to identify a need for issuing an IFB solicitation or IFB series. Reasons for issuing IFBs include replacing existing IFB contract resources when contracts are due to expire, increasing capacity over that which is currently provided under existing contracts, or initiating a procurement for a new type of analysis.

2.2 DESCRIPTION OF PROCESS

1. Replace Existing Resources

   Approximately six months before CLP contracts are due to expire, the NPO initiates the procurement process. The first step is to look at current capacity in terms of the need for analytical services. If the need is projected to continue or exceed current capacity, then a procurement to equal or increase capacity is initiated.

2. Increase Capacity

   When an IFB series is planned to replace existing resources which will be expiring, or at any other time when a need for additional capacity is projected, the NPO must consider whether the next IFB series should be planned to achieve a net increase in existing capacity. This can be accomplished by increasing the number of bid lots offered or by increasing the numbers of samples in a bid lot. The appropriate approach is determined in the requirements definition stage of the procurement process.

3. New Analysis Type

   An IFB for a new type of analysis can be initiated at any time a particular need becomes apparent or is foreseen. Three techniques are used: defining a new IFB requirement as a result of repeated SAS requests for a particular analysis; defining a new, more focused or specific IFB by separating certain methods from existing contracts; or using different methodologies for analysis of existing target compound(s).

   - Repeated SAS Requests

     SASs are subcontracted through the SMO which supports the CLP. Upon request, SMO assists the NPO in evaluating potential IFB requirements by compiling information regarding identical or similar SAS requirements which are requested repeatedly by multiple Regions and which consist of a significant number of samples and high dollar value. Additionally, any single

SAS exceeding $100,000 must be evaluated for feasibility for an IFB solicitation. Based on this information, the NPO determines the overall benefits to the Government of issuing a new CLP IFB to provide this service.

- Separating Methods from Existing Contracts

  A certain portion or analytical method of an existing contract may be more useful and cost effective as a separate contract service. One example of this is the development of the VOA Analysis IFB that was created by separating VOA methods from the full organics contracts. Regions, data users, programs, and SMO provide information on requirements for focused IFBs to the NPO which evaluates the needs and benefits of this type of service.

- Different Methodology

  A new analysis type or different level of analysis (e.g., high resolution vs. low resolution) may be needed instead of, or in addition to, the existing contracts. Examples include different methodologies, different analytical techniques for existing target compounds, and new techniques for new compounds. These requirements are identified and evaluated by the NPO by reviewing repeated SAS-only or SAS-plus IFB requests.

2.3 KEY PERSONNEL

Responsible parties: NPM, POs

Other Parties Involved: EPA Regions

Interactions and Interrelationships:

The responsibility for identifying analytical needs rests with the NPM. The NPM must interact with POs and CLP clients to identify needs for present and future analytical services. Technical caucuses have been used as a major source for identifying Regional needs and also updating analytical program methodologies and data reporting requirements.

3.0 DEFINING REQUIREMENTS

3.1 DEFINITION AND OBJECTIVES

The CLP has developed and refined a basic IFB structure that can be applied successfully to many different types of analytical requirements. Although a similar IFB structure is used, the actual requirements (e.g., types of analyses, the numbers of samples, numbers of samples per bid lot, and number of bid lots available for award) can vary greatly and must be carefully defined for each requirement. The following tools are available to assist the NPO in defining IFB requirements.

3.2 DESCRIPTION OF METHODS USED TO DETERMINE REQUIREMENTS

1. Trend Analysis

   Trend analysis is one of the methods used by the NPO in evaluating requirements for replacing existing contract resources. If trends show that existing contracts have not been fully utilized and there is no evidence that use will increase, the NPO may decide to decrease the size of the next IFB series.

   If trends indicate that additional capacity may be required, the NPO should confirm the requirement by evaluating detailed Regional sampling projections for the next quarter and, if necessary, ordering a special Regional survey to determine long term demand projections. These efforts assist POs and the NPO in determining the proper capacity increase for the next IFB series.

2. Sampling Projections

   The NPO always considers the Regional sampling projections when determining the size and scope of an IFB requirement. SMO assists the NPO in collecting and compiling information on analytical demand projections.

3. Special Region Survey

   If the analytical requirement is new or there is a need to determine long term Regional requirements, the NPO may initiate a special Regional survey to gain more information about the users' need for the requirement. These surveys assist the NPO to more accurately define the size and technical requirements of an IFB.

4. SAS Records

   The NPO often uses SAS records and Regional surveys to identify and define new analytical requirements.

3.3 KEY PERSONNEL

Responsible Parties: PO, NPM

Other Parties Involved: EPA Regions

Interactions and Interrelationships:

The PO, working with the NPM, is responsible for defining the requirements for the new solicitation in terms of number of bid lots, size of bid lots (number of samples per bid lot), and the percentage of total sample price for each analytical fraction. The NPM is responsible for reviewing and approving these requirements.

3.4 TIME REQUIREMENTS

The time requirements for analytical IFB solicitations are highly variable, due to the complexity of the process. The times given herein are based on experience in processing recent CLP analytical IFB procurements. The time spent in this stage (Defining Requirements) will vary depending on whether the subject requirement is an update of an existing requirement or a new requirement. Estimate time: from 2 weeks to 3 months.

4.0 DEVELOPING THE PROCUREMENT REQUEST PACKAGE

4.1 DEFINITION AND OBJECTIVES

The PR package, also referred to as the "25-point document", is prepared by the PO and defines all program requirements. The PR package contains all documentation required by EPA's CMD to begin the solicitation stage of the procurement process (see Appendix A).

The PR package consists of eleven documents:

1. Procurement Request Certification;
2. Procurement Abstract;
3. Procurement Request Rationale Checklist (25-Point);
4. IFB Schedule Information;
5. Qualification Requirements;
6. Bidder Responsibility;
7. QA Review Form;
8. Information to Bidders;
9. Planning Procurement Request;
10. Statement of Work; and
11. Inspection of Deliverables.

4.2 DESCRIPTION OF DOCUMENTS

1. Procurement Request Certification

   The PR Certification contains four required statements that define the requirement's relationship to EPA's mission, define how the contract product will be used, state that the resources are not available through existing sources, and state that funding is available, committed, and appropriate for this work. The PR Certification is signed by the Office of Solid Waste and Emergency Response (OSWER) Assistant Administrator (AA) and serves as the final Program Office approval for the procurement package.

2. Procurement Abstract

   - The procurement abstract contains the information that will be published in the Commerce Business Daily (CBD) announcing the solicitation. It contains a concise description of the IFB

requirement and includes the contract's period of performance, number of samples per bid lot, and maximum number of bid lots to be awarded for each IFB, as well as any requirement for PE samples and $1000 deposit. This language has been standardized for each analytical program, and only the contract-specific parameters need to be updated.

3. Procurement Request Rationale Checklist (25-Point)

The PR 25-point Checklist is submitted with EPA Forms 1900-8 and 1900-8A, which commit funds for the procurement. The PR Checklist contains 25 items to be completed by the PO that describe the subject procurement. All other portions of the procurement package are referenced as attachments to the PR Checklist. If funding is not included with the PR package, the package should be clearly marked as a "Planning Purpose Document."

4. IFB Schedule Information

All parameters of the requirement which are not specifically addressed elsewhere in the PR Checklist are included here. (This may be done in the form of a "Draft IFB"). The following items are included: description of required supplies/services; minimum and maximum sample quantities per bid lot; maximum number of bid lots that can be awarded; monthly limitation on number of analyses; Performance/Delivery Schedule; government-furnished supplies and materials; liquidated damages; early delivery incentive; minimum bid acceptance period; and open market or small business set-aside designation. POs must give particular attention to the Delivery Schedule requirements to ensure that these requirements correlate with SOW descriptions.

5. Qualification Requirements

This document describes important technical requirements that the Government will use to determine bidders' technical qualification capabilities to satisfactorily analyze PE samples under the terms and conditions of the contract. This attachment must contain the minimum acceptable PE sample score, PE sample turnaround time, and a copy of the PE sample scoring sheets.

6. Bidder Responsibility

This document describes in detail the factors that will be used by the Government in determining the responsibility of the bidder for purposes of contract award.

7. QA Review Form

Completion of a QA Review for Extramural Reports form is required by CMD for any procurement over $20,000. The QA Review Form is routinely completed for all CLP procurements. The QA Review Form asks for a listing of the QA requirements for projects involving environmental measurements and is signed by the QA Officer and PO.

8. Information to Bidders

The Information to Bidders includes information regarding the basis for award, bidding instructions on completing the bidding section of the IFB and submitting bids, PE sample and SOP requirements, and prohibition to subcontract.

9. Planning Procurement Request

This document is a planning procurement request only and is not a commitment of funds for the total estimated amount needed for the solicitation. This request is attached to a memorandum that describes the reasons for requesting a new IFB. The memorandum describes client needs, benefits to the program, and type of solicitation required (i.e., open market, small business). This planning PR must be signed by the OSWER AA.

10. Statement of Work

The SOW is the most important attachment to the procurement request. The SOW tells the prospective contractor what work will be required and specifies facility, equipment, and personnel requirements. The SOW is a complete analytical protocol consisting of various exhibits that describe the specific analytical methodologies and the quality control criteria that are to be met. The SOW also includes chain-of-custody and sample documentation requirements and a Glossary of Terms to ensure proper understanding of the language utilized in the contract. The wording in the SOW must be very specific, clear, and easy to understand by prospective bidders. An inadequate or poorly written SOW may result in unreasonable prices; failure to obtain competition that might otherwise be achieved; failure to obtain the desired effort from the contractor; and a lengthening of the procurement process. In addition, the SOW affects the number of sources willing to submit proposals and the administration of the contract. In the preparation of the SOW, care must be taken not to duplicate the provisions set forth in other parts of a contract.

4.3 KEY PERSONNEL

Responsible Party: PO

Other Parties Involved: CO

Interactions and Interrelationships:

It is the responsibility of the PO "as a representative of the NPO" to establish the technical requirements of the IFB and to work very closely with the NPM to ensure that the client's needs are met. As directed by the PO, SMO assists the PO in compiling procurement information and working closely with the NPO, EMSL/LV, CO, and other assigned personnel to produce the procurement package for the CO. The CO reviews the PR package to ensure completeness and compliance with all EPA regulations.

4.4 TIME REQUIREMENTS

1. Development of Procurement Package (exclusive of SOW)

   The time spent in this process will vary depending on whether the subject requirement is an update of an existing requirement or a new requirement. Estimate of time: from three (for an existing requirement) to eight weeks (for a new requirement). This includes preparation of a draft PR Package, PO review(s), incorporation of PO changes, and final production of the PR Package.

2. Development of SOW

   The time required for this task will vary significantly depending on the particular requirement. SOW development can occur concurrently with PR Package development and generally continues until the IFB goes into printing.

   Numerous factors are involved in this task, all of which affect the timeline, including the following:

   - Is a written SOW already in existence? If yes, does it require major additions, revisions, reorganization and/or conversion between systems?
   - How many parties are involved in developing the technical aspects of the SOW, how clearly are their roles defined, and is SOW development at the same level of priority for all parties?
   - How many times does the SOW need to be revised?

- How many parties are involved in the review/edit/approval process? Will one or more review meetings need to be held?

- What is the CLP priority for the solicitation, and will priorities be adjusted during SOW preparation?

The estimated time for SOW preparation ranges from one to six months up to one year or more (for new SOW development).

5.0 SOLICITING AND AWARDING CONTRACTS

5.1 DEFINITION AND OBJECTIVES

The contract solicitation and award stages of the procurement process are primarily executed by the CO and are initiated upon receipt of the approved final procurement package from the Program Office. At this point, the CO prepares a detailed Acquisition Plan which is subject to CMD approval. The Acquisition Plan lays out the schedule for all IFB activities from CBD announcement through contract award. Prior to IFB issuance, the CO also must acquire legal and CMD approval of the procurement. The major steps in the solicitation and award of CLP contracts are described below.

5.2 DESCRIPTION OF CONTRACT SOLICITATION PROCESS

1. IFB Announced in CBD

   The CO submits the CBD announcement three weeks or more before the IFB will be issued. The announcement must appear in the CBD at least 15 days before the IFB is actually issued to allow prospective bidders sufficient time to submit the required written request for the IFB. The CBD announcement, as mentioned previously, is based on the procurement abstract provided by the PO in the PR package and additional contractual requirements added by the CO as a representative of CMD.

2. IFB Issued

   On the IFB issue date, the IFB is mailed by CMD to all requestors. The IFB specifies a date by which bidders must submit questions concerning the IFB, and also specifies the bid opening date and time.

3. IFB Amendments

   If bidders have submitted questions, or if other factors require modification of the IFB to clarify or correct any item(s) that could affect bidding, the CO may issue IFB Amendments prior to the specified bid opening date to correct or provide additional information. Depending on the timing of the Amendment, the CO may delay the bid opening to allow the offerors sufficient time to assimilate changes to the requirements prior to bidding. Bidders who have submitted bids prior to issuance of an Amendment may retract and resubmit those bids. Bidders also may let the bid stand by simply returning an acknowledgement that the Amendment was received.

4. Bid Opening

   The CMD hosts the IFB bid opening on the date and time

specified in the IFB. NPO representatives routinely attend each bid opening and record price information for immediate CLP management review.

5. Bidder Analysis of PE Samples and Submission of SOPs

Requirements for PE sample analyses are specified in the Qualification Requirements (Attachment B) of the IFB.

In accordance with a schedule predetermined by the PO, CO, and EMSL/LV, or any other parties involved in the preparation of PE samples, PE samples are shipped to bidders for analysis. PE sample data are evaluated and used by EPA as a primary factor in determining bidder qualification. At the time of PE data submission, the bidder is also required to submit written SOP documentation, as described in the Preaward Bid Confirmations. EPA reviews the appropriateness and use of SOPs as part of the bidder's site evaluation.

6. Bidder Site Evaluation

An EPA team consisting of the CO, PO, and representatives of EMSL/LV, NEIC, and the responsible EPA Region may conduct an on-site evaluation of the bidder's facility to determine and verify the bidder's technical and management capabilities for purposes of contract award, as described in the "Bidders Responsibility" section of the IFB.

An on-site evaluation of the bidder's facility will be conducted if the following criteria are met:

- Bidder has acceptable performance in analyzing EPA provided PE samples, as described in the "Qualification Requirements" section of the IFB;
- Bidder's sample bid price is determined to be reasonable by CMD and NPO; and
- There are no personnel or organizational conflicts of interest.

5.3 DESCRIPTION OF THE CONTRACT AWARD PROCESS

The CO may award a contract to a bidder if the following criteria are met:

1. Bidder has performed acceptably in analyzing EPA provided PE samples.
2. Bidder's sample bid price is reasonable as determined by CMD with input from NPO upon request.

3. Bidder has no conflict-of-interest.

4. Bidder has acceptable site evaluation by EPA team.

5. Bidder has acceptable performance (existing CLP labs) as determined by:

   - Quarterly PE sample analysis results; and

   - Laboratory profile reports.

6. Bidder has enough capacity to analyze additional bid lot(s) of samples (existing CLP labs) as determined by that laboratory's PO (may require an on-site evaluation).

7. Small Business Administration concurrence is required in the CO's decision regarding the responsibility of small business.

8. The PO recommends contract awards through the NPM to the CO for bidders that have met the required criteria. When the CO awards a contract to a laboratory, the laboratory must send a start-up schedule for PO approval. The laboratory then is sent a "welcome package" which is a brief summary of various CLP information and procedures which the laboratory will need to implement the CLP contract. From this point, the laboratory becomes part of the CLP community, interacting routinely with the PO, DPO, SMO, and CO as appropriate.

5.4 KEY PERSONNEL

Responsible parties: CO, PO

Other Parties Involved: EMSL/LV, NEIC, DPO

Interactions and Interrelationships:

The CO is the final responsible party for the completion and success of the IFB process.

The PO plays the key role in this process. Following are major PO roles in the procurement process:

1. Defining requirements and developing the PR package for the CO;

2. Determining bidder's acceptable level of performance on the preaward PE samples;

3. Assisting CO in determining bidder's responsiveness (e.g., meeting all IFB requirements, including acceptable performance in analyzing PE samples);

4. Assisting CO in determining bidder's responsibility (e.g., assisting in a preaward on-site laboratory evaluation to verify bidder's capability to perform in accordance with the terms and conditions of the contract, including verifying that the bidder has the required facility, equipment, and personnel);

5. Recommending to the CO the appropriate number of bid lots for contract award; and

6. Approving/disapproving the start-up schedule for new contracts.

EMSL/LV, NEIC, and the DPO are involved in the bidder's on-site evaluation for QA/QC and evidentiary audits and assist the CO in evaluating a bidder's capabilities.

5.5 TIME REQUIREMENTS

1. CBD Announcement

The CO submits the IFB announcement to the CBD approximately three weeks to one month prior to the date the IFB is scheduled to be issued. The announcement must appear in the CBD a minimum of 15 days prior to IFB issuance to allow bidders sufficient time to submit written requests for IFB copies.

2. IFB Issuance

The IFB will be issued 15-30 days following the IFB announcement in CBD, sometimes slightly longer. A minimum of four weeks is required from when the CO receives the final PR package (with AA approval) until the IFB is issued. This time is for: CO preparation of IFB Schedule (one week), CMD management and legal staff approval of the package (one week), defining and incorporating any CMD-recommended changes (one week), and IFB printing (one week).

3. Prebid Conference

If held, the Prebid Conference is generally scheduled for two to three weeks following IFB issuance and is one to two days in length.

4. IFB Amendment

IFB Amendments may be issued between IFB issuance and bid opening. If an amendment contains substantive changes, the CO may postpone bid opening to allow bidders sufficient time to assimilate changes. Otherwise, amendments do not affect the IFB timeline.

5. Bid Opening

There are generally 30 days (sometimes longer) between IFB issuance and bid opening. Bid opening, itself, takes place on a specified day and hour and generally takes one to two hours of time depending on the number of bids received.

6. PE Sample Analysis

Usually, routine analytical IFBs contain directions for purchasing PE samples. Bidders may request PE samples as soon as they receive the IFB. PE samples are generally shipped around ten days after IFB issuance. PE data (and SOPs) are then due approximately five to ten days following bid opening. It requires one to two weeks for EPA review of PE sample data.

7. Site Evaluation

Bidders in the low price range who have passed the PE sample analysis may then be visited by AOB and CMD personnel to inspect the bidder's facility, equipment, personnel, and application of SOPs. Site evaluations generally occur one month following bid opening and may require two to three weeks depending on the number of visits scheduled.

8. Contract Awards

When site evaluation reports have been reviewed and all previous steps have occurred, the CO, with PO concurrence, makes the final determination of bidder's responsibility for award. All awards are generally finished within two months following bid opening.

6.0 SPECIAL TYPES OF CONTRACTS

6.1 INTRODUCTION

It is the policy of the Government to aid, counsel, assist, and protect, as much as possible, the interests of small business concerns in order to preserve free competitive enterprise and to place with small business a fair proportion of the total Government contracts for property and services.

In accordance with the Small Business Act (15 U.S.C. 637) EPA is required to establish and conduct programs to increase small business enterprise participation in Government procurement. A major program used to accomplish these goals is the small business set-aside program.

6.2 SET-ASIDES FOR SMALL BUSINESS

A set-aside for small business is the act of reserving the entire amount (total set-aside) or a portion (partial set-aside) of a procurement for the exclusive participation of small business concerns. The PO may recommend that a requirement be met through a set-aside. Determinations to set aside EPA acquisition actions may be initiated unilaterally by the CO, or they may be made jointly by a representative of the Small Business Administration (SBA) and the CO. Where a set-aside is contemplated, the PO will be requested to advise and assist in evaluating the technical capabilities of small business in connection with acquisition of property and services.

6.3 SOCIALLY AND ECONOMICALLY DISADVANTAGED BUSINESS ENTERPRISE PROGRAM 8(a) CONTRACTS

It is the policy of EPA to enter into contracts with the SBA so as to assist in the growth of small minority business concerns as designated by the SBA. The Office of Small and Disadvantaged Business Utilization is responsible for implementing this policy and stands ready to assist all Agency personnel in furtherance of the small and disadvantaged business utilization program.

Section 8(a) of the Small Business Act, as amended, authorizes the SBA to contract with Federal agencies and then to subcontract the work to socially and economically disadvantaged small business. Any type of service may be contracted for under the 8(a) program.

SBA delegates the administration of 8(a) subcontracts to the procuring agency, which results in certain differences in contract administration. For example, Bilateral contract modifications must be accomplished by tripartite agreement; EPA, SBA, and subcontractor.

It is a special responsibility of the Government to assist an 8(a) contractor in becoming a viable business entity. PO may become particularly involved in spending extra effort in guiding and directing the firm's performance.

6.4 8(a) CONTRACT AWARD

When an 8(a) firm is interested in the CLP, the firm must have the facility, equipment, and personnel to be capable of performing the technical requirements of the EPA contract.

The only exceptions to normal contracts under CLP are cost and number of samples, which must be negotiated with the firm under the section 8(a) negotiated contracting approach.

The Government may expect to pay more for services performed by an 8(a) firm, but the price must still be reasonable. The Government should give some consideration to the number of samples, because the contractor might not be able to handle the capacity required in an IFB. Therefore, the minimum and maximum number of samples in the contract may be less and can be negotiated.

EPA (CMD) has to request and be granted authority to negotiate with an 8(a) firm by SBA. The 8(a) firm must submit a proposal (cost/sample analyses, number of samples/month, and number of instruments available) to the EPA CO through SBA.

An 8(a) firm may be awarded a contract, if the following criteria are met.

1. EPA reaches an agreement with the 8(a) firm through negotiation on cost, number of samples, and instrumentation.

2. 8(a) firm has acceptable performance evaluation sample analyses.

3. 8(a) firm has acceptable on-site laboratory evaluations.

If a contract is awarded, the EPA will contract with the SBA, and the SBA, in turn, will contract with the 8(a) firm. After award, SBA normally grants EPA the authority to administer a contract under the 8(a) program.

APPENDIX A

PR PACKAGE

Standard operating procedures, forms, letters, memoranda, reports, herein are examples only and are subject to change at any time, as directed by CLP management.

Office of Solid Waste and Emergency Response

PROCUREMENT REQUEST CERTIFICATION

Section I

Project Title/Description:

Chemical Analytical Services for Multi-Media High Concentration Organics by Gas Chromatography/Mass Spectrometry (GC/MS) and Gas Chromatography/Electron Capture (GC/EC) Techniques.

Planning Identification Number: _____

Section II

I have reviewed the subject Procurement Request and the accompanying documentation and find that:

1) The proposed scope of work conforms to OMB guidance and is central to the EPA mission in the following ways:

This request represents a funding action to provide contracts which perform high level organics analysis in aqueous and non-aqueous media by GC/MS and GC/EC analysis procedures. These contracts will provide a new capability in organic analysis for the National Contract Laboratory Program (CLP).

The need for this new analytical capability is in direct response to the sampling and analysis requirements of the ten EPA Regions, and REM, FIT, and TAT contractors in discharging their responsibilities to investigate and clean-up hazardous dump sites for CERCLA and SARA.

This solicitation for the required multi-media high concentration organics analyses shall be open-market.

2. The contract product will be delivered in time to accomplish its purpose, and the product will be used by this program in the following specific ways:

All CLP analytical contracts have contractually-stipulated deliverables requirements; that is, certain scientific parameters (such as sample extraction and volatiles analysis) must be performed in accordance with strictly defined analytical and QA/QC methodologies, and the final data package delivered within contract-dictated time frames. Negative considerations are assessed for late delivery of data.

Additionally, the Program Manager may require laboratories to validate analyses (duplicates, performance evaluation samples, etc.), may withhold samples until delinquencies are corrected, and may exact harsher contract liquidation penalties. All of these mechanisms have historically ensured the timely return of the laboratory data product.

PR Certification (Cont. -2)

The analyses provided through these contracts are critical to the program office in determining the scope and extent of contamination at potential and actual Superfund clean-up sites, and are an integral requirement in the entire hazardous waste site evaluation process. Adequate analytical capacity must be available to satisfy the demands of the authorized EPA requestors.

Technical Officers of the Analytical Operations Branch, Hazardous Site Evaluation Division, serve as the Project Officers for specific laboratory contracts awarded under this procurement.

3) The information to be developed or the resources to be provided by the contract are not available in EPA or from other sources. We have checked the following sources to determine whether the information or resources are available:

Regional and National EPA laboratories.

The existing information or resources are inadequate for the following reason:

The analyses provided by these contracts are unavailable through Agency laboratories or any other resources. The contracts provide organics analysis results needed by EPA Regions and Superfund investigative and remedial action contractors. These analyses contracts are patterned after the analytical contract format designed and used for all CLP analytical contracts and provide a legally-defensible analytical data product appropriate for use in Agency enforcement actions.

4) The funds proposed to be used are available, committed and appropriate for this work.

The appropriation number is _____.

The program element is _____.

_____ _____

Assistant Administrator
Office of Solid Waste & Emergency Response

Date

Attachment 1

Procurement Abstract

The Environmental Protection Agency has a requirement for chemical analysis services for the analysis of hazardous waste field samples for multi-media, high concentration organics by gas chromatography/mass spectrometry (GC/MS) techniques and gas chromatography/electron capture (GC/EC) techniques for aroclors and toxaphene.

Contractors will be required to utilize approved analytical methods, to follow strict quality control procedures, and to prepare and submit data within 40 days in accordance with a defined format. The analyses performed will be primarily Superfund-related, but other government programs will utilize these services as appropriate.

This procurement will result in the award of a minimum of one (1) and a maximum of three (3) bid lots. Each bid lot consists of a maximum of 1,800 single phase unit analyses with associated data packages and other deliverables.

This procurement contains a qualification requirement to analyze a Performance Evaluation (PE) sample within a thirty (30) day turnaround period. Requests for PE samples must be submitted to the following address and must be accompanied by a certified check in the amount of $1,000.00 made out to the Environmental Protection Agency by **(INSERT DATE)**:

U.S. EPA
c/o Marian Bernd
Procurement Section J (PM-214F)
401 M. Street, S.W.
Washington, DC 20460

PROCUREMENT REQUEST RATIONALE CHECKLIST
(to be submitted with EPA Forms 1900-B and 1900-BA)

Item 1: The title of this procurement is Chemical Analytical Services for Multi-Media High Concentration Organics by Gas Chromatography/ Mass Spectrometry (GC/MS) and Gas Chromatography/ Electron Capture (GC/EC) Techniques

Item 2: This procurement request package contains the following documents: (Check all applicable boxes and attach documents appropriate.)

See Attachment #	Check	Description
___	X	EPA Forms 1900-B
#1	X	Procurement Abstract*
A	X	Statement or Scope of Work*
#2 &c.	X	Concise Technical Proposal Instructions*
B	X	Competitive Technical Evaluation Criteria*
___	___	Justification for Other Than Full and Open Competition (JOFOC)
___	___	D&F to provide full and open competition after exclusion of sources (see FAR 6.7)
___	___	Justification for Management Consulting Services*
___	___	Justification of Need (Government-Furnished Property (GFP) /Equipment)*
#2	X	Quality Assurance (QA) Review Form
___	___	Recommended Sources List
#2	X	Reports Description
#2	X	Government-Furnished Property Description

* The PROJECT OFFICERS' HANDBOOK provides guidance for preparing these documents. Also, see Item 11.

Item 3: This procurement ___ requires X does not require management consulting services. (If management consulting services are required, attach a justification as prescribed in EPA Acquisition Regulation 1537.205.)

Item 4: This procurement ___ involves X does not involve legal analysis. I ___ have ___ have not discussed this procurement with the Office of Legal and Enforcement Counsel (OLEC) which ___ concurs ___ does not concur with proceeding with this procurement. This type of procurement is routi utilized and has met Agency legal concerns.

PROCUREMENT REQUEST RATIONALE CHECKLIST

Item 5: I ___/ anticipate or have knowledge of _x_/ do not anticipate or have any knowledge of organizational conflict of interests issues related to this procurement. (If affirmative, describe conflict in an attachment.)

Item 6: Listed below are special EPA employee(s) who are or will be participating in EPA's processing or managing of this procurement, together with a list of their non-Government employers. Check here if none _x_/.

EPA Special Employees	Non-Government Employer

Item 7: This procurement ___/ is _x_/ is not based on an Unsolicitated Proposal.

Item 8: To the best of my knowledge the work results of this proposed procurement ___/ are _x_/ are not available from any other source. (If the results are available from another source, describe in an attachment.) The Project Officer _x_/ has ___/ has not reviewed the Office of Pesticides and Toxic Substance extramural activity report. The PO _x_/ has ___/ has not consulted the EPA Headquarters Library for relevant reports by previous contractors.

Item 9: The proposed Project Officer is Emile Boulos, Analytical Operations Branch He/she _x_/ has ___/has not been certified as an EPA Project Officer.

Item 10: I ___/ recommend _x_/ do not recommend prospective sources for this procurement. (If sources are recommended, list in an attachment.)

Item 11: This procurement anticipates _x_/ a new contract award ___/ an additional work modification to existing contract no. _____. It also anticipates that it will be processed as a _x_/ competitive procurement ___/ other than full and open competition. (If other than full and open competition is recommended; (a) attach appropriate justification as described in Part 1506 of the EPA Acquisition Regulation. Also see sample format (Figure (4) - (b) Attach the Project Officer's Certification that the data provided in the justification is accurate and complete.

Item 12: This proposed procurement is appropriate for ___/ total small business set-aside ___/ total small business/labor surplus area (SB/LSA) set-aside; or ___/ partial SB/LSA set-aside; ___/ partial SB set-aside; ___/ 8(a)set-aside; ___/ LSA set-aside; or ___/ none of the above (check only one). Consult the Office of Small and Disadvantaged Business Utilization for advice.)

Item 13a: The estimated period of performance is 30 months after the effective date of the contract ___/ inclusive _x_/ exclusive of submission or any final report which may be required.

PROCUREMENT REQUEST RATIONALE CHECKLIST

Item 13b: The schedule of deliverable items (excluding reports) is as follows. Check here if no deliverable items are required ___/.

SEE ATTACHMENT #2, SECTION F

Item No.	Description	Quantity	Delivery Date

Item 14: This procurement anticipates that the following options will be needed. Check here if no options are anticipated x /.

Description of Option (Description may be indicated in a separate attachment)	Term of Option

Item 15: The following reports are required (describe in an attachment). Check here if no reports are required ___/. For each separate report required, describe the following: SEE ATTACHMENT #2, SECTION F & SOW (ATTACHMENT A, EXHIBIT B)

(a) Type of report (e.g., draft, final, interim, special, etc.)
(b) Descriptive title (e.g., monthly progress report)
(c) Minimum content requirements
(d) Number of copies required
(e) Distribution (with complete addresses of all recipients)
(f) Delivery schedule
(g) Number of days the government will have to review, comment, approve (disapprove) and return (as appropriate)

Here specific report formats, containing the information above, are used repetitively, "standard" formats are established or may be established with the servicing CO. Maximum use of such standard formats is encouraged. Samples include monthly or other periodic progress reports, financial and final reports.

Item 16: Peer review of Contractor-generated documents ___/ will be ___/ will not be required.

Item 17: Government property, data, or services _x/ will be furnished ___/ will not be furnished under this procurement. (If furnished, describe in attachment including quantity and date available.) SEE ATTACHMENT #2, SECTION G.5

PROCUREMENT REQUEST RATIONALE CHECKLIST

Item 18: Budget. (An attachment may be used.)

(a) The total estimated budget for the basic effort and all options is $ 10,530,000.00 (maximum funding if all bid lots are awarded)

(b) The estimated funding for the current fiscal year is $_____

(c) The estimated total cost of Other Direct Costs is $ None
(If possible, indicate estimate of significant subitems such as travel, computer time, consultants, equipment and material.)

(d) For level of effort actions and other actions where hours, rather than an end product, are to be purchased, indicate for the basic and all option periods the number of hours required, by category, with definitions for each category.

Item 19: This procurement ___/ is _X/ is not subject to the requirements of OMB Circular A-76. (If A-76 applies, required documentation must be provided with the PR.)

Item 20: This procurement ___/ requires _X/ does not require priority processing (a brief priority justification may be attached).

(To be completed by procurement office:)

___/ Approved ___/ Disapproved

_____ _____
Date Chief, Contracting Office

Item 21: This procurement ___/ will _X/will not involve the testing of human subjects in accordance with EPA Order 1000.17.

Item 22: This procurement ___/ does _X/ does not include acquisition of membership in an association. (If membership in an association is included, attach a certification indicating that the primary purpose of membership is to obtain direct benefits for EPA necessary to the accomplishment of its functions or activities.)

Item 23: This procurement ___/ is _X/ is not for leasing of motor vehicles. If affirmative, attach certification per FAR 8-1102.)

Item 24: This procurement _X/ is ___/ is not to be funded from more than one appropriation. (If affirmative, see Chapter 9 of this manual and memorandum from the Comptroller and the Director, Office of Administration on "Contracts Funded from Multiple Accounts--Procedures for Identifying Contract Costs," May 15, 1985.

Item 25: This procurement ___/ will _x/ will not involve statistical surveys, data collection using questionnaires, or statistical analysis of survey data.

IFB Schedule Information for High Concentration Organics

SECTION B - SUPPLIES OR SERVICES AND PRICE/COSTS

B.1 REQUIRED SUPPLIES/SERVICES

The requirement of this contract is for the analysis of samples to determine the presence and concentration of specified organic compounds. To support this requirement, the Contractor must maintain the technical capability to perform the contracted analytical services and maintain an acceptable level of personnel, equipment and systems, as delineated in the Statement of Work (Attachment A) and Preaward Bid Confirmations (Attachment B), throughout the period of contract performance. The Contractor shall analyze samples for high concentration organics in aqueous and non-aqueous media. Sample analysis shall include preparation and extraction of samples, followed by GC, GC/MS and GC/EC analysis to identify and quantify analytes present in the sample.

Contractor(s) shall be required to follow approved analytical methods, to follow strict quality control procedures, and to submit analytical data in a standardized format, as defined in the Statement of Work (Attachment A).

The majority of samples analyzed under this contract will be collected from hazardous waste sites nationwide for the purposes of enforcement and remedial action. In enforcement cases, which are both civil and criminal in nature, the Government bears the burden of proof. Analytical data provided under this contract may be utilized to support such litigation and therefore, to be in compliance with this contract, the Contractor's performance must be consistent with the general purpose of this contract and the Contractor must adhere strictly to all methods and procedures specified herein, so that resultant analytical data will be usable for such purposes.

B.2 SOLICITATION BID/CONTRACT PRICE (Bidder Complete)

NOTE: Bidder must not submit a bid for quantities less than the maximum quantity for any bid lot specified below. For each bid lot, bidder must submit a bid for 1,800 phase unit analyses.

DESCRIPTION OF SAMPLE UNIT	UNIT PRICE	MIN. PHASE UNIT QUANTITY	MAX. PHASE UNIT QUANTITY	TOTAL BID PRICE
		Bid Lot 1		
Phase Unit Analysis	$_____	180	1,800	$_____
		Bid Lot 2		
Phase Unit Analysis	$_____	180	1,800	$_____
		Bid Lot 3		
Phase Unit Analysis	$_____	180	1,800	$_____

NOTE: Bids shall be evaluated on the basis of the Total Bid Price for the maximum phase unit quantity.

B.3 SUBUNITS

For a sample unit (single phase unit analysis), sample subunits are:

1)	Phase Separation	5%
2)	VOA Extraction & Screening	10%
3)	VOA Analysis By GC/MS	15%
4)	Extractable Extraction and Screening (BNA & Pesticide/PCB)	20%
5)	Extractable Analysis By GC/MS	40%
6)	Aroclors/Toxaphene Analysis By GC/EC Only	10%

The Contractor will not always receive or be required to analyze full samples. In this event, for billing purposes the above subunit percentages of the full sample analysis unit price shown in Clause B.2 - SOLICITATION BID/CONTRACT PRICE(S) will be used.

Depending on the requirements of the Government, the minimum sample quantity will be determined by any combination of the above subunits for a total of 180 sample units. Each subunit will count 1/6 of a sample unit (full sample analysis).

In the event that only pesticides/PCB analysis is required (i.e., no BNA analysis is required) for a sample, pesticides/PCB analysis (including extract preparation) shall be billable at 50% of the full sample analysis price.

In the event that only aroclors/toxaphene analysis is required for a sample (by GC/EC techniques),aroclors/toxaphene analysis (including phase separation, extract preparation and screening) shall be billable at 35% of the full sample analysis price.

B.4 LIMITATION OF NUMBER OF ANALYSES

The maximum number of analyses per bid lot that the Government may require the Contractor to perform during any calendar month is:

- 60 Single Phase Unit Analyses

- Data Package(s) and other deliverables associated with analyses performed in the calendar month period.

B.5 INDEFINITE QUANTITY AND FUNDING

1. This is a Firm Fixed Rate, Indefinite Quantity, Delivery Incentive contract for the supplies or services specified in B.1 REQUIRED SUPPLIES/SERVICES.

   The dollar value of the minimum services (quantity of phase unit analyses) the Government will be obligated to purchase under this contract is $_____.

   The dollar value of the maximum services (quantity of phase unit analyses) the Government will be entitled to purchase under this contract is $_____.

2. The Sample Management Office (SMO) may schedule samples for analysis up to the minimum services of the contract as set forth in Paragraph 1. of this clause. The SMO is NOT authorized to schedule any sample(s) for analysis nor is the Contractor authorized or required to accept samples for analysis which would exceed the minimum

services set forth in Paragraph 1. of this clause, except when the minimum is increased in accordance with Paragraph 3. of this clause. All samples scheduled for analysis by the SMO are subject to the terms and conditions of the contract and SMO may NOT make any change to the price, time of delivery, or any other terms and conditions of the contract.

3. From time to time the Contracting Officer may unilaterally increase the minimum services set forth in Paragraph 1. of this clause. No increase in the minimum quantity of single phase unit analyses nor the sum of such increases shall exceed the maximum (quantity of single phase unit analyses) specified in Paragraph 1. of this clause. The Contractor shall not accept samples for analysis from SMO which, when added to all other samples previously scheduled for analysis, would exceed the minimum services (quantity of single phase unit analyses) unless an increase in the minimum services is authorized by the Contracting Officer. All such increases in the minimum services will be made by the Contracting Officer in a written modification to the contract.

SECTION E - INSPECTION AND ACCEPTANCE

E.1 INSPECTION OF SERVICES--FIXED-PRICE
(FAR 52.246-4) (APR 1984)

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

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

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

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

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

E.2 INSPECTION AND ACCEPTANCE

1. The Contracting Officer, or the duly authorized representative as provided below are the only persons authorized to perform inspection of items specified for delivery under Clause F.1 - REPORTING REQUIREMENTS AND DELIVERABLES.

2. For the purpose of this Clause, the Project Officer named in the administrative recitals of this contract is the authorized representative of the Contracting Officer.

3. For purpose of inspection and acceptance of items called for by this contract, the Project Officer directs and is assisted by the Sample Management Office (SMO) for Contract Compliance Screening (as shown below) and Headquarters or Regional data users for final determination of data compliance.

Contract Compliance Screening (CCS)

CCS is a specific feature of the inspection process, and is performed on hardcopy deliverables as outlined below. CCS examines the data in order to determine if the data are complete and if they are in compliance with the contractual requirements.

ANALYTICAL FRACTION	CCS CRITERIA	FORM/ DELIVERABLE	COMPLETE	COMPLIANT
VOA	Tuning	5HA	X	
	Method Blank	4HA	X	
	Initial Calibration	6HA	X	
	Continuing Calibration	7HA	X	X
	Surrogate Recovery	2HA	X	
	Control Matrix Spike Recovery	3HA	X	
	Internal Std. Areas	8HA	X	X
	Spectra. Quant. Reports	Raw Data	X	
	Analy. Results	1HA, 1HE	X	
	Traffic Reports	TR copies	X	
EXT	Tuning	5HB	X	X
	Method Blank	4HB	X	X
	Initial Calib.	6HB, 6HC, 6HD	X	X
	Contin. Calib.	7HB, 7HC, 7HD	X	X
	Surrog. Recov.	2HB	X	
	Control Matrix Spike Recov.	3HB	X	
	Internal Std. Areas	8HB, 8HC	X	X
	GPC Calib.	9HA	X	X
	Spectra. Quant. Reports	Raw Data	X	
	Analytical Results	1HB, 1HC 1HD, 1HF	X	
	Traffic Reports	TR copies	X	
ARO	Initial Calib.	6HE, 6HF	X	X
	Contin. Calib.	7HE	X	X
	Method Blank	4HC	X	X
	Instrument Blk.	4HD	X	X
	Surrog. Recov.	2HC	X	
	Control Matrix Spike Recov.	3HC	X	
	Analy. Sequen.	8HD	X	X
	Pest. Retent. Times	9HB	X	

Aroclor Ident.	10H	X	X
Diol Cartridge Check	11H	X	X
Analytical Results	1HG	X	
Chromatograms, Quant. Reports	Raw Data	X	
Traffic Reports	TR copies	X	

The hardcopy data reporting forms will be examined for the presence and consistency of all required information. Where contractual limits or performance requirements apply, the data on the reporting forms will be examined for compliance to those requirements. The form codes in the table above refer to the number at the top of the reporting form, i.e. 3HA is the form code for Form V HCV, the high concentration volatiles tuning and mass calibration form.

Mass Spectra and Chromatograms (including RICs). The presence of all applicable mass spectra and chromatograms is examined for every phase unit, blank, calibration, tune, etc., as required in Statement of Work Exhibit B. All header information (laboratory code, instrument ID, injection date, injection time, EPA Sample ID) and compound labeling are examined for presence and consistency.

Quantitation Reports The presence of all applicable quantitation reports (GC/MS and GC) is examined for every phase unit, blank, calibration, tune, etc., as required in Statement of Work Exhibit B. All header information (laboratory code, instrument ID, injection date, injection time, EPA Sample ID) and compound labeling are examined for presence and consistency.

Traffic Reports Required copies of Traffic Reports are examined for legibility of laboratory name, EPA Sample ID, SDG number, SSG receipt date, and signature verifying sample receipt at laboratory.

4. Initial delivery to the Government of the Items specified in "F.1 REPORTING REQUIREMENTS AND DELIVERABLES" shall be in accordance with the delivery schedule in that clause (F.1).

5. (a) For the purposes of the following paragraphs, the term "day" when modified by a specific number (such as "35th") refers to the specified number of days after VTSR of the last sample of an SDG. ("VTSR" and "SDG" are defined in Clause F.1.).

(b) For any sample, the Government will assess Liquidated Damages at the rates set forth in Clause I.6 against the sample unit price if the Contractor fails to deliver Schedule Delivery Items nos. 5, 6, and 7 by the 35th day. For purposes of this paragraph the inspection period is deemed to run from the day after the Government's receipt of data until the day the Contractor receives notification of the nonconformities.

(i) For example, if the Contractor delivers fully conforming data for a sample on the 39th day, then Liquidated Damages would run from the 36th day to the 39th day at the rate shown in Clause I.6, Note 1.

(ii) If the Contractor has initially delivered non-conforming data on the 39th day and the Government notified the Contractor for the nonconformities on the 44th day, then liquidated damages will be assessed from the 36th day through the 39th day at the rate shown in Clause I.6, Note 1. Liquidated damages are suspended during Government inspection from the 40th day through the 44th day. If data is brought into conformance within the ten-day correction period (See paragraph 6 below) an additional one time Liquidated Damages charge will be assessed as shown in Clause I.6, Note 2.

(iii) If the Contractor has initially delivered non-conforming data on the 39th day and the Government notified the Contractor of the nonconformities on the 44th day, then liquidated damages will be assessed from the 36th day through the 39th day at the rate shown in Clause I.6, Note 1. Liquidated damages are suspended from the 40th day through the 44th day. If data is not brought into compliance during the ten day correction period, and the Government elects to accept that data, an additional one-time liquidated damages charge will be assessed as shown in Clause I.6, Note 3.

(c) If the Contractor has initially delivered nonconforming data on time, Liquidated Damages is suspended during the Government's inspection period. For purposes of this paragraph, the inspection period is deemed to run from the day after the Government's receipt of the nonconforming data through the day the Contractor receives notification for the nonconformities.

(i) For example, if the Contractor initially delivers nonconforming data on the 35th day and the Government notified the Contractor of the nonconformities on the 39th day, then Liquidated Damages are suspended from the 36th day through the 39th day. If data is brought into conformance within the 10 day correction period liquidated damages will be assessed at the one-time rate shown in Article I.6, Note 2.

(ii) If the Contractor initially delivers nonconforming data on the 35th day and the Government notifies the Contractor of the nonconformities on the 39th day, then Liquidated Damages are suspended from the 36th through the 39th day. If data is not brought into conformance within the 10 day correction period, and the Government elects to accept that data, liquidated damages will be assessed at the one-time rate shown in Article I.6, Note 3.

6. If data deliverables are determined by the Government to be non-compliant upon initial delivery the Contractor will have 10 calendar days from date of notification of non-compliance to make the data comply with contract requirements. The Government reserves the right to reject any deliverable that (1) the Contractor has not resubmitted within the 10 day correction period, or (2) is not substantially compliant after the contractor has resubmitted the deliverable provided the Government makes a good faith determination that the deliverable is not substantially compliant.

7. Final acceptance or rejection will occur either within 30 days after initial delivery of fully compliant data, or within 30 days after the end of the ten day period the Government has allowed the Contractor for correction of nonconformities.

8. During the contract period of performance, the Government may audit the Contractor's operation, in order to determine the extent to which the contractor is maintaining its ability to meet the terms and conditions of this contract. These audits may or may not be preplanned so that the government auditors have the opportunity to observe how work in process is normally being performed. The Government will perform no more than ten (10) audits during the contract period of performance.

SECTION F - DELIVERIES OR PERFORMANCE

F.1 REPORTING REQUIREMENTS AND DELIVERABLES

Performance and delivery are required to be made in accordance with the following schedule. (Statement of Work, Exhibit B, specifies detailed item descriptions and delivery points).

PERFORMANCE/DELIVERY SCHEDULE

Item No.	Description	Quantity	Time Required for Performance Completion and/or Delivery*
1	Sample Preparation, Extraction, Screening and Analysis per SOW Requirements	N/A	As specified in SOW
2	Sample Traffic Report	1 per Sample	3 days after VTSR** of last sample in Sample Delivery Group (SDG)***
3	Sample Data Summary Package	1 copy	40 days after VTSR** of last sample in SDG***
4	Sample Data Package	3 copies	40 days after VTSR** of last sample in SDG***
5	GC/MS Tapes	Lot	Retain for 365 days after data submission; or submit within 7 days after receipt of written request by PO or SMO during that time
6	Extracts	Lot	Retain for 365 days after data submission; or submit within 7 days after receipt of written request by PO or SMO during that time
7	Complete Case File Purge	1 Package	Submit 180 days after data submission or 7 days after receipt of written request by PO or SMO during that time

NOTE: ALL RESULTS ARE TO BE REPORTED TOTAL AND COMPLETE (including concurrent delivery of Items 3 and 4). Delivery shall be made such that all designated recipients receive the items on the same calendar day

*Time is cited in calendar days.

**VTSR (Validated time of sample receipt) is the date of sample receipt at the Contractor's facility, as recorded on the shipper's delivery receipt and Sample Traffic Report.

***Sample Delivery Group (SDG) is a group of samples within a Case (See SOW Exhibit A for a detailed description of the SDG). Data for all samples in the SDG are due concurrently.

F.2 PERIOD OF PERFORMANCE

The period of performance of this contract is thirty (30) months from the effective date of the contract.

SECTION G - CONTRACT ADMINISTRATION DATA

G.5 GOVERNMENT FURNISHED SUPPLIES AND MATERIALS

The following items will be furnished to the Contractor by the Government for use in performance of contract requirements:

Samples for Analysis - A sample consists of collection container(s) containing solid or liquid material, or a mixture. When subdivided according to the protocol (Statement of Work, Exhibit D), a sample can result in one or more of the following fractions:

Volatiles Fraction
Extractables (including BNA & Pesticide/PCB) Fraction

Field sample blank(s) shall constitute separate distinct sample(s). When the contents of container(s) are divided to yield duplicate matrix spike sample(s), the resulting set(s) of fractions are considered to be separate distinct sample(s).

All sample shipments to the Contractor will be scheduled through the CLP Sample Management Office acting on behalf of the Project Officer.

Unless otherwise instructed by the CLP Sample Management Office, the Contractor shall dispose of unused sample volume and used sample bottles/containers no earlier than sixty (60) days following submission of analytical data. Sample disposal and disposal of unused sample bottles/containers is the responsibility of the Contractor and should be done in accordance with all applicable laws and regulations governing disposal of such materials

The Contractor shall be required to routinely return sample shipping containers (e.g., coolers) to the appropriate sampling office within fourteen (14) days following shipment receipt. The Government will pay reasonable costs for the return of shipping containers. Contractor will be provided an account number with a carrier.

Standards The Government will supply primary standards (calibration standards, surrogate standards, matrix standards and internal standards), contingent upon their availability, only for traceability and quantitative verification of Contractor standards. Procedures for obtaining Government provided standards are included in Exhibit E of the Statement of Work (Attachment A).

G.7 SPECIAL INVOICE INSTRUCTIONS

(a) Concurrently with submission of invoices required by Clause G.1, the Contractor shall provide a fifth copy of each invoice to the USEPA CLP Sample Management Office at the following address:

USEPA CLP SMO
P.O. Box 818
Alexandria, Virginia 22313

(b) The contractor shall separately invoice for the following items:

(1) Initial Phase Unit Analyses (including Control Matrix Spike, Spike and Duplicate Sample Analyses and Reanalyses)

(2) Quarterly Reconciliations

(3) Miscellaneous (other than initial sample analyses or quarterly reconciliations)

(c) When preparing invoices, the contractor shall include the following:

(1) For Initial Sample Analyses Invoices:

(i) Invoice Date

(ii) Contractor Name

(iii) Contract Number

(iv) Case Number(s)

(v) Sample Delivery Group (SDG) Number(s)

(vi) The following information for each sample being invoiced, sorted and identified by Case Number, SDG Number and Sample Number:

EPA Sample Number

Sample Subunit(s) Analyzed (see Contract Clause B.3-SUBUNITS)

- Phase Unit Matrix (water or soil)
- Sample Unit (and/or Subunit, as applicable) Price(s)

(vii) Extended Total Price of Invoice

(2) For Quarterly Reconciliation Invoices:

(i) Invoice Date

(ii) Contractor Name

(iii) Contract Number

(iv) Case Number(s)

(v) Sample Delivery Group (SDG) Number(s)

(vi) Reconciliation Report Number

(vii) Total Price of Invoice

(viii) Attach copy of cited Reconciliation Report to invoice.

(2) For Miscellaneous Invoices:

(i) Invoice Date

(ii) Contractor Name

(iii) Contract Number

(iv) Case Number(s)

(v) Sample Delivery Group (SDG) Number(s)

(vi) Reason for submission of miscellaneous invoice

(vii) Description of item(s) being invoiced, with full explanation

(viii) Total Price of Invoice

I.3 POSITIVE INCENTIVE

Early delivery considerations shall be based on Contractor delivery of required sample data (Delivery Schedule Items 3 and 4) prior to the contract required delivery date. The incentive limitation is expressed as a percentage of the phase unit analysis price. Early delivery considerations apply to full sample analysis (five contract specified subunits) only.

EARLY DELIVERY CONSIDERATION SCHEDULE

No. of Days Before Data Delivery Due Date of Last Sample in SDG*	Positive Incentive	Total Incentive Limit
1-10	1% per day	10% of full sample analysis

*Sample Delivery Group (SDG) is a group of samples within a Case (See SOW Exhibit A for a detailed description of the SDG). Data for all samples in the SDG are due concurrently.

I.4 LIQUIDATED DAMAGES - SUPPLIES, SERVICES, OR RESEARCH AND DEVELOPMENT (APR 1984)

(a) If the Contractor fails to deliver the supplies or perform the services (sample analysis) within the time specified in this contract, or any extension, the Contractor shall, in place of actual damages, pay to the Government as fixed, agreed, and liquidated damages, for each calendar day of delay the sum of $100.00 per sample.

(b) Alternatively, if delivery or performance is so delayed, the Government may terminate this contract in whole or in part under the Termination for Default-Supplies and Services clause in this contract and in that event, the Contractor shall be liable for fixed, agreed, and liquidated damages accruing until the time the Government may reasonably obtain delivery or performance of similar supplies or services. The liquidated damages shall be in addition to excess costs under the Termination clause.

(c) The Contractor shall not be charged with liquidated damages when the delay in delivery or performance arises out of causes beyond the control and without the fault or negligence of the Contractor as defined in the Termination for Default-Supplies and Services clause in this contract.

NOTE 1: When sample data (Delivery Schedule Items 5, 6 and 7) packages are delivered after the required delivery date set forth in the Delivery Schedule the Government will assess liquidated damages in accordance with the following schedule up to a total of $524.00.

Day 1	$98.00 per sample
Days 2-7	$27.00 per day per sample
Day 8	$75.00 per sample
Days 9-15	$27.00 per day per sample

Note 2: The Government will assess a one-time liquidated damages charge of $49.00 per sample for data (Delivery Schedule Items 5, 6 and 7) that were late because of initial noncompliance, but were corrected by the Contractor within the allowed period.

Note 3: A one-time liquidated damages charge of $148.00 per sample will be assessed for data (Delivery Schedule Items 5, 6 and 7) which were late because of initial noncompliance, and which data were never corrected, but the Government has elected to accept in its noncompliant state.

Note 4: If partial samples are ordered the liquidated damages will be assessed at the percentage shown under Clause B.3 Subunits. For example if Volatiles (VOA) Preparation and Analysis is ordered the liquidated damages for three days would be $39.54 (26% of $98.00 for day one and 26% of $54.00 for days two and three).

Note 5: The Government will not assess liquidated damages that are greater than the value of a sample.

PART III - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS

SECTION J -- LIST OF ATTACHMENTS

J.1 LIST OF ATTACHMENTS (EP 52. 252-100) (APR 1984)

Statement of Work -- Attachment A

Preaward Bid Confirmations -- Attachment B

Information to Bidders -- Attachment C

PART IV - REPRESENTATIONS AND INSTRUCTIONS
SECTION K - REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS OF OFFERORS

K.6 PLACE OF PERFORMANCE

In the event that a bidder performs the contract analyses at more than one physical facility/location the number of bid lots must, at the minimum, match the number of facilities/locations performing the contract analyses. Each facility/location shall be required, separately and independently, to meet all QA/QC requirements of this contract, as specified in Exhibit E of the Statement of Work and to submit separate QA/QC documentation.

K.7 MINIMUM BID ACCEPTANCE PERIOD (FAR 52. 214-16) (APR 1984)

(c) The Government requires a minimum acceptance period of 120 calendar days.

SECTION L - INSTRUCTIONS, CONDITIONS AND NOTICES TO OFFERORS

L.5 SET-ASIDE/SIZE-STANDARD INFORMATION (EP 52. 219-100) (APR 1984)

This solicitation includes the following set-aside and/or size standard criteria:

(a) Percent of the set-aside: 0%

(b) Type of set-aside: None

(c) Size standard or other criteria: less than 3.5 million dollars average annual receipts for an offeror's preceding 3 fiscal years.

SECTION M - EVALUATION FACTORS FOR AWARD

M.1 CONTRACT AWARD--OTHER FACTORS--SEALED BIDDING (EPAAR 1552. 214-71) (APR 1984)

The Government will award a contract resulting from this solicitation as stated in the "Contract Award" provision. The other factors that will be considered are:

Preaward Bid Confirmations - Attachment B

ATTACHMENT C

QUALIFICATION REQUIREMENTS

The purpose of this attachment is to advise the bidder on the procedures that the government will use to determine bidder's qualification capabilities to perform sample analysis under the terms and conditions of this contract.

In order to determine, before award, the technical qualifications for performing the tasks outlined in this contract, bidder laboratories will be required to satisfactorily analyze preaward PE samples which constitute the government's qualification requirement (see FAR 9.200). Acceptable performance in analyzing PE samples is required for bidder laboratories to be considered capable of meeting the operational and quality standards required by this contract. FOR THIS SOLICITATION, ACCEPTABLE PERFORMANCE OF THE PE SAMPLE HAS BEEN DEFINED AS A SCORE OF AT LEAST 75%.

PE sample data will be evaluated according to a full set of contract requirements which include, but are not limited to:

(a) Identification of target compounds.

(b) Quantitation of identified target compounds.

(c) Reproducibility of analytical data.

(d) Accuracy of analytical data (percent recovery).

(e) Ability to maintain a contamination-free environment.

(f) Ability to perform mass spectral library searches.

(g) Understanding of documentation requirements.

(h) Understanding of reporting requirements.

Bidders will be given one to three sets of qualification PE samples during the evaluation, upon request by the Project Officer and concurrence of the Contracting Officer. Each sample will be evaluated <u>separately</u>, and <u>each</u> sample must receive a passing score in order for the laboratory to pass the Preaward Evaluation.

The Contracting Officer or his designee will provide instructions with the PE samples for:

- o 30 day turnaround time for PE samples data.
- o Analysis and reporting requirements.

EPA will evaluate the data and reports for compliance with the acceptance criteria set by EPA using the elements and weighting in Appendix A, Sample Data Scoring.

PREAWARD PERFORMANCE EVALUATION (PE)
DATA SCORING

EVALUATION CRITERIA		MAXIMUM POINTS POSSIBLE (50% 1st phase unit; 50% 2nd phase unit)
I.	IDENTIFICATION	800
II.	QUANTIFICATION	400
III.	QUALITY CONTROL	600
IV.	REPORTING/DELIVERABLES	200
TOTAL POINTS		2,000

HIGH CONCENTRATION PREAWARD PERFORMANCE EVALUATION SAMPLE DATA SCORE SHEET

Laboratory _____

IFB _____ Date _____

SUMMARY:

I.	IDENTIFICATION	400 points 1st Phase Unit	400 points 2nd Phase Unit		
a.	Total number of I pts. deducted	_____	_____		
				1st Phase Unit	2nd Phase Unit
b.	pts. awarded for I			_____	_____
II.	QUANTIFICATION	200 points 1st Phase Unit	200 points 2nd Phase Unit		
a.	Total number of II pts. deducted	_____	_____		
b.	pts. awarded for II			_____	_____
	Total points awarded for I and II, 1st and 2nd Phase Units			_____	out of 1200 pts
III.	QUALITY CONTROL	600 pts.			
a.	Total number of III pts. deducted	_____			
b.	pts. awarded for III				
				_____	out of 600 pts
IV.	REPORTING AND DELIVERABLES	200 pts.			
a.	Total number of IV pts. deducted	_____			
b.	pts. awarded for IV				
				_____	out of 200 pts
V.	SCORE				
a.	Total number of I, II, II, and IV pts. awarded			_____	out of 2000 pts
VI.	NUMBER OF DAYS LATE			_____	

IMPORTANT: **Points deducted will not exceed the maximum possible number of points.**

I. IDENTIFICATION (400 points for 1st Phase Unit;
400 points for 2nd Phase Unit)

		1st Phase Unit	2nd Phase Unit
A.	Target Compound List (TCL) identification [1st Phase Unit Sample = 250 pts. max.; 2nd Phase Unit Sample = 250 pts. max.].		
	Number of TCL compounds not identified (____) x 250 pts. / (Number of TCL compounds in study ( )/10 = (_____) points deducted.	_____	_____
B.	TCL false positives [1st Phase Unit = 100 pts. max.; 2nd Phase Unit = 100 pts. max.].		
	Number of TCL false positives ( ) x 25 points = (_____) points deducted	_____	_____
C.	Tentatively Identified Compounds (TIC) identification [1st Phase Unit = 30 pts. max.; 2nd Phase Unit = 30 pts. max.].		
	Number of TIC compounds not identified (____) x 30 pts. / Number of TIC compounds in study (_____) = (_____) points deducted	_____	_____
D.	TIC false positives [1st Phase Unit = 20 pts. max; 2nd Phase Unit = 20 pts. max.].		
	Number of false positives (_____) x 2 points = (_____) points deducted	_____	_____
	Total Number of I points deducted	_____	_____

II. TCL QUANTIFICATION (200 points for 1st Phase Unit;
200 points for 2nd Phase Unit)

A.	TCL quantification including VOA, Extractables and Aroclor/Toxaphene fractions [1st Phase Unit = 200 pts. max.; 2nd Phase Unit = 200 pts. max.].		
	Number of correctly identified TCL compounds not within criteria (____) x 200 pts. / Number of correctly identified TCL compounds ( )/5 = (_____) points deducted.	_____	_____
	Total Number of II points deducted	_____	_____

Number of
pts. deducted

III. QUALITY CONTROL (600 points)

A. Instrument Quality Control (230 points for VOA and Extractable fractions)

1. Tuning (50 points)

a. DFTPP [25 pts. max.]

1. For any DFTPP performance tune; analyzed separately or as part of the calibration standard, with any ion abundance ratios outside criteria, deduct 25 points. _____

2. Failure to perform a DFTPP tune at the required frequency, deduct 25 points.

b. BFB [25 pts. max.]

1. For any BFB performance tune; analyzed separately or added to reagent water, with any ion abundance ratios outside criteria, deduct 25 points. _____

2. Failure to perform a BFB tune at the required frequency, deduct 25 points. _____

III.A.1. Subtotal _____

2. Initial Calibration (75 points)

a. For initial calibration data for VOA or Extractables fraction, with System Performance Check Compound (SPCC) average relative response factor (RRF) less than 0.300 for VOA fraction (less than 0.250 for Bromoform) or less than 0.050 for Extractable fraction, or, with Calibration Check Compound (CCC) percent relative standard deviation greater than 30.0%;

For each compound that is not within criteria, deduct 25 points (75 points max.). _____

b. Failure to perform initial calibration at the required frequency for any fraction is so severe as to result in the deduction of 250 points. _____

III.A.2. Subtotal _____

3. Continuing Calibration (50 points)

Number of pts. deducted

a. For continuing calibration data for the VOA or Extractables fraction, with System Performance Check Compound (SPCC) average relative response factor (RRF) less than 0.300 for VOA fraction (less than 0.250 for Bromoform) or less than 0.050 for Extractables fraction, or, with Calibration Check Compound (CCC) percent difference greater than 25.0%;

For each compound that is not within criteria, deduct 25 points (50 pts. max.). _____

b. Failure to perform continuing calibrations for any fraction at the required frequency will result in the deduction of 25 points per fraction, not to exceed a total of 50 points. _____

III.A.3. Subtotal _____

4. GPC Calibration (55 points)

a. If retention time (RT) of bis(2-ethylhexyl) phthalate and perylene in the calibration standard (verification-loop 23) exceeds ±5% of the initial calibration (loop 1) deduct 20 points. _____

b. If UV trace of the calibration standard solutions (initial and/or verification) does not yield a distinct peak for each of the calibration components (six(6) peaks, if optional polystyrene is used), deduct 20 points. _____

c. If one or more compounds are detected other than the calibration components above 5% of the bis(2-ethylhexyl) phthalate and perylene, deduct 15 points. _____

III.A.4. Subtotal _____

III.A. Subtotal _____

B. Instrument Quality Control (125 points for Aroclor/Toxaphene fraction).

NOTE: A compound meets the requirements only when all (4-5) peaks designated in the SOW meet the requirements.

Number of pts. deducted

1. Initial Calibration (75 points)

a. If the linearity requirements for the Aroclors and Toxaphene are not met, one of three ways, on either column, (50 pts. max.)

If any compound is not within criteria on <u>either</u> columns, deduct 25 points per compound (50 points max.). _____

b. If the retention time relative mean deviation (RMD) for any standard exceeds 0.5%, on either column, (15 pts. max.)

If any compound is not within criteria on <u>either</u> column, deduct 5 points per compound (15 points max.) _____

c. If the instrument blanks and standards were not analyzed in the proper sequence, deduct 10 points. _____

d. Failure to perform an initial calibration, on either column, when required will result in the deduction of 125 points. _____

III.B.1. Subtotal _____

2. Continuing Calibration (50 points)

NOTE: The laboratory is allowed to immediately reanalyze a failed performance evaluation standard and use results from the second analysis.

a. If the calibration factor (CF) of each peak in the 12 hour performance evaluation standard exceeds 20% difference relative to the mean CF of that peak in the initial standards, on either column, (25 pts. max.)

If any compound is not within criteria on <u>either</u> columns, deduct 12.5 points per compound (25 points max.) _____

b. If the retention time (RT) of each peak in the performance evaluation standard is not within ±1% of the mean RT of that peak in the initial standards, either column, (25 pts. max.)

If any compound is not within criteria on <u>either</u> column, deduct 12.5 points per compound, (25 pints max.). _____

Number of pts. deducted

c. Failure to perform a continuing calibration at the required frequency (once per 12 hours and at end of the analysis) on either column will result in the deduction of 50 points. _____

III.B.2. Subtotal _____

III.B. Subtotal _____

Sample/Method Quality Control (120 points for VOA and Extractable fractions)

Method Blank Analyses (40 points)

Failure to perform the method blank analysis for any of the fractions will result in the deduction of 40 points. _____

a. VOA method blank contamination [20 pts. max.].

If one or more TCL compounds are detected in the method blank above the contract required quantitation limit (5x the CRQL for methylene chloride, acetone, toluene, and 2-butanone) deduct the 20 points. _____

b. Extractables method blank contamination [20 pts. max.].

If one or more TCL compounds are detected in the method blank above the contract required quantitation limit (5x the CRQL for phthalate esters) deduct 20 points. _____

III.C.1. Subtotal _____

Surrogate Recovery (40 points)

a. VOA surrogate recovery [20 points max.]

Failure to meet spike recovery criteria for any surrogate will result in loss of 20 points. _____

b. Extractables surrogate recovery [20 points max]

Failure to meet spike recovery criteria for any surrogate will result in the loss of 20 points. _____

III.C.2. Subtotal _____

Control Matrix Spike (40 points for VOA and Extractable fractions)

a. VOA a failure to perform CMS for volatiles at proper frequency (once per 20 single phase units) will result in the deduction of 20 points. _____

Number of pts. deducted

b. Extractables a failure to perform CMS for extractables at proper frequency (once per 20 single phase units) will result in the deduction of 20 points. _____

III.C.3. Subtotal _____

III.C. Subtotal _____

D. Sample Method Quality Control (125 points for Aroclor/Toxaphene Fraction)

1. Surrogate Recovery (10 points)

Failure to meet spike recovery criteria for any sample, blank, or control matrix spike will result in the deduction of 2.5 points/occurrence (10 points max.) _____

III.D.1. Subtotal _____

2. Instrument Blank Analyses (50 points)

a. If one or more of the Aroclors or Toxaphene is detected in an instrument blank at greater than 0.5 times the CRQL, deduct 25 points for each column, (50 pts. max.) _____

b. Failure to perform instrument blank analysis at the required frequency (once per 12 hours and at the end of the analytical sequence) will result in the deduction of 25 points for each column, (50 pts. max.) _____

III.D.2. Subtotal _____

3. Method Blank Analyses (50 points)

a. If one or more of the Aroclors or Toxaphene is detected in a method blank at > CRQL, deduct 25 points. _____

b. Failure to perform method blank analyses at the required frequency (once per 20 samples) will result in the deduction of 25 points. _____

III.D.3. Subtotal _____

4. Control Matrix Spike, (15 points)

a. Failure to perform CMS analyses at the proper frequency (once per 20 single phase units) will result in the deduction of 7.5 points for each matrix, (15 pts. max.). _____

III.D.4. Subtotal _____

III.D. Subtotal _____

Total number of III points deducted _____

Number of
pts. deducted

IV. REPORTING AND DELIVERABLES (200 points)

A. BFB and DFTPP [15 points max. for BFB and 15 points max. for DFTPP]

1. Mass listing and bar graph output submitted for each instrument and for every 12-hour period samples were analyzed. Deduct 15 points for any BFB violation and 15 pts. for any DFTPP violation. _____

B. RICs and quantitation reports [40 pts. max. for VOA and Extractable fractions].

1. Deduct 40 points maximum if any of the required deliverables are not submitted in accordance with the Statement of Work. [RICs Maximum 20 points] [Quant. Reports Maximum 20 points] _____

C. Mass spectra [30 pts. max.]

1. Deduct 30 points maximum if any of the required deliverables are not submitted in accordance with the Statement of Work. [15 points-VOA, 15 points-Extractables.] _____

D. Contractual Forms I-VIII [30 pts. max. for VOA and Extractable fractions]

1. Deduct 30 points if any of the required deliverables are not submitted in accordance with the Statement of Work. _____

E. Chromatograms and Quantitation Reports (40 points for Aroclor/Toxaphene fraction).

1. Failure to submit any chromatogram or quantitation report, for all columns, as required by the Statement of Work will result in the deduction of 5 points per occurrence, (20 pts. max.) _____

2. For each chromatogram failing to meet the specifications of Exhibits D and E regarding baseline, peak response and on-scale peaks, deduct 10 points, (20 pts. max.) _____

F. Contractual Forms I-X (30 points for Aroclor/Toxaphene fraction)

For each of the required deliverables forms not submitted in accordance with the Statement of Work, deduct 10 points, (30 pts. max.) _____

G. Failure to submit any of the required deliverables in accordance with the Statement of Work, Exhibit B, will result in the deduction of 100 points per day late. _____

Total number of IV. points deducted _____

NOTE: This is a preliminary score sheet which may be subject to minor modification when implemented.

COMMENTS

ATTACHMENT D

BIDDER RESPONSIBILITY

A. Consideration in Determination of Bidder Responsibility

The following factors may be considered by the government in determining the responsibility of the bidder for purposes of contract award under this solicitation.

1. Bidder's submission of written:

   (a) standard operating procedures (SOPs).

   (b) facility and equipment inventories, and

   (c) position descriptions and staff resumes.

2. Site evaluation of bidder's laboratory facility by Agency officials and/or Agency representatives.

3. Demonstrated experience of bidder in analyzing target compounds by contract-stipulated GC/MS methodology.

4. Performance of bidder on other Contract Laboratory Program analytical contracts (current).

5. Demonstrated ability of bidder to consistently perform volume analysis at the contract-stipulated monthly sample capacity.

6. Current laboratory loading's impact on ability to perform (in terms of attaining optimum distribution of program workload).

7. Effect on potential laboratory performance of overall laboratory organization and management structure, adherence to Good Laboratory Practices and organization of workflow.

B. Description of Factors for Determining Bidder Responsibility

1. Evaluation of Bidder-Supplied Documentation

   At the time of submission of PE sample data results, the bidder shall submit documented evidence that it has the personnel, equipment and internal procedures in place for successful performance of contract requirements. Documentation shall include at a minimum:

   (a) Functional descriptions of key personnel.

   (b) Detailed resumes of key personnel, including previous work experience and publications.

(c) Inventory of laboratory capital equipment, indicating which items of equipment will be assigned for use in this contract.

(d) Description of laboratory space allocated for this contract, including dimensions and relative proximities of each area.

(e) Standard Operating Procedures (SOPs) for:

1. Sample receipt and logging.

2. Sample and extract storage.

3. Preventing sample contamination.

4. Security for laboratory and samples.

5. Traceability of standards.

6. Maintaining instrument records and logbooks.

7. Sample analysis and data control systems.

8. Glassware cleaning.

9. Technical and managerial review of laboratory operation and data package preparation.

10. Sample analysis, data handling and reporting.

11. Chain-of-custody and document control, including Case file preparation.

The bidder shall note that such documentation is <u>not required to conform specifically (i.e., in every detail) to this contract's requirements</u>, but shall be representative of standard laboratory operations, and shall give clear evidence of the bidder's ability to successfully fulfill all contract requirements.

Submitted documentation will be reviewed by EPA, and verification of the use of documented procedures in the laboratory will be part of the laboratory site evaluation.

2. Laboratory Site Evaluation

The bidder may be subjected to a preaward laboratory site evaluation. The purpose of this evaluation is to:

(a) Verify the technical and management capabilities of the laboratory as described in "Demonstration of Bidder's Capability" (Appendix B).

(b) Discuss Performance Evaluation sample results.

(c) Provide guidance to correct weakness in the laboratory

operations.

Appendix B, Event Sequence for PreAward Site Evaluation, describes the protocol which will generally be employed by the government during a site evaluation. The government reserves the right to deviate from the sequence of events described herein should circumstances warrant such deviation. Any such determination to deviate will be made by the Contracting Officer.

Following the Event Sequence is the Laboratory Evaluation Checksheet (Appendix C), which will be completed by the government as part of the laboratory site evaluation.

DEMONSTRATION OF BIDDER'S CAPABILITY

I. TECHNICAL CAPABILITY

A. Technical Functions

1. GC/MS Laboratory Supervisor

   a. Responsible for all technical efforts of the GC/MS laboratory to meet all terms and conditions of the EPA contract.

   b. Qualifications

      (1) Education:

      Minimum of Bachelor's degree in chemistry or any physical science.

      (2) Experience:

      Minimum of three years of laboratory experience, including at least one year of supervisory experience.

2. GC/MS Operator Qualifications

   a. Education:

      Minimum of Bachelor's degree in chemistry or any physical science.

   b. Experience:

      One year of experience in operating and maintaining GC/MS/DS with degree in chemistry or a physical science, or three years of experience in operating and maintaining GC/MS/DS.

3. Mass Spectral Interpretation Specialist Qualifications

   a. Education:

      - Minimum of Bachelor's degree in chemistry or any physical science.
      - Training course(s) in mass spectral interpretation.

   b. Experience:

      Minimum of two years of experience.

4. GC Laboratory Supervisor

   a. Responsible for all technical efforts of the GC laboratory.

   b. Qualifications

      (1) Education:

      Minimum of Bachelor's degree in chemistry or any physical science.

      (2) Experience:

      Minimum of three years of laboratory experience, including at least one year of supervisory experience.

5. Pesticide Residue Analysis Expert Qualifications

   a. Education:

      Minimum of Bachelor's degree in chemistry or any physical science.

   b. Experience:

      Minimum of two years of experience in operating and maintaining GC and interpreting GC chromatograms.

6. Sample Preparation Laboratory Supervisor

   a. Responsible for all technical efforts of sample preparations to meet all terms and conditions of the EPA contract.

   b. Qualifications:

      (1) Education:

      Minimum of Bachelor's degree in chemistry or any physical science.

      (2) Experience:

      Minimum of three years of laboratory experience, including at least one year of supervisory experience.

7. Extraction/Concentration Expert Qualifications

a. Education:

Minimum of High school diploma and knowledge of general chemistry.

b. Experience:

Minimum of one year of experience.

8. Technical Staff Redundancy

The bidder shall have a minimum of one (1) chemist available at any one time as a back-up technical person with the following qualifications, to ensure continuous operations to accomplish the required work as specified by EPA contract.

a. Education:

Minimum of Bachelor's degree in chemistry or any physical science.

b. Experience: Minimum of one year in each of the following areas -

- o GC/MS operation and maintenance for volatiles and semivolatiles analyses.
- o Mass spectral interpretation.
- o Extraction.
- o Pesticide analysis.

B. Facilities

The adequacy of the facilities and equipment is of equal importance as the technical staff to accomplish the required work as specified by the EPA contract.

1. Sample Receipt Area

Adequate, contamination-free, well ventilated work space provided with chemical resistant bench top for receipt and safe handling of EPA samples.

2. Storage Area

Sufficient refrigerator space to maintain unused EPA sample volume for 60 days after data submission and sample extracts for 365 days after data submission. NOTE: Volatile samples, Extractable samples, sample extracts, and standards must each be stored separately.

3. Sample Preparation Area

Adequate, contamination-free, well-ventilated work space provided with:

a. Benches with chemical resistant tops, exhaust hoods. Note: Standards must be prepared in a glove box or isolated area.

b. Source of distilled or demineralized organic-free water.

c. Analytical balance(s) located away from draft and rapid change in temperature.

C. Instrumentation

At a minimum, the Contractor shall have the following instruments operative and committed for the full duration of the contract.

1. 60 Phase Units/Month Capacity Requirements

Purpose	Fraction	No. of Instrument(s)	Type of Instrument
Analysis	Volatiles	1	GC/MS/DS with purge and trap device
	Extractables	1	GC/MS/DS
	Aroclors/ Toxaphene	1	GC/EC with dual column
GPC Cleanup	Extractables	1	GPC with UV detector
Screening		1	GC/FID

Note: For bidding on two (2) bid lots or more:

- o Minimum of three (3) GC/MS/DS and three (3) GC systems are required at the time of on-site laboratory evaluation.
- o An additional one (1) GC/MS/DS and one (1) GC system with dual detectors are required as a back-up system at the time of on-site laboratory evaluation.

2. Instrument Redundancy Requirements for 60 Phase units/Month Capacity

The Contractor shall have the following instruments available (operational) at any one time as a back-up system at the time of on-site laboratory evaluation;

Quantity	Instruments
One	GC/MS/DS
One	Purge and Trap Device
One	GC with dual detectors (FID an EC)

In addition, the Contractor shall have an in-house stock of instrument parts and circuit boards to ensure continuous operation to meet contract-specified holding and turnaround times.

3. Instrument Specifications

Instrument specifications are described in detail in the Statement of Work (SOW) in the following Exhibits.

o	Purge and trap device	Exhibit D
o	GC/MS/DS	Exhibits A and D
o	GC	Exhibit D

D. Data Handling and Packaging

The Contractor shall be able to submit reports and data packages as specified in the Statement of Work Exhibit B. To complete this task, the Contractor shall be required to:

1. Provide space, tables and copy machines to meet the contract requirements.

2. Designate personnel.

II. LABORATORY MANAGEMENT CAPABILITY

The Contractor must have an organization with well-defined responsibilities for each individual in the management system to ensure sufficient resources for EPA contract(s)and to maintain a successful operation. To establish this capability, the Contractor shall designate personnel to carry out the following responsibilities for the EPA contract. Functions include, but are not limited to, the following:

A. Technical Staff

Responsible for all technical efforts for the EPA contract.

B. Project Manager

Responsible for overall aspects of EPA contract(s) (from sample receipt through data delivery) and shall be the primary contact for EPA Headquarters Project Officer and Regional Deputy Project Officers.

C. Sample Custodian

Responsible for receiving the EPA samples (logging, handling and storage).

D. Quality Assurance Officer

Responsible for overseeing the quality assurance aspects of the data and reporting directly to upper management.

E. Data Reporting and Delivery Officer

Responsible for all aspects of data deliverables: organization, packaging, copying, and delivery.

EVENT SEQUENCE FOR PRE-AWARD SITE EVALUATION

A. Meeting with Laboratory Manager and Project Manager

General discussion of purpose of site visit, purpose of analysis and current contract award status.

B. Verification of Personnel

Review qualifications of bidder personnel in place and committed to project.

C. Verification of Instrumentation

Review equipment in place and committed to project. The bidder must demonstrate adequate equipment redundancy, as defined in Appendix C, to ensure capability to perform the required analyses in the required time.

D. Quality Control Procedures

Walk through laboratory to review conformance to written SOP's for the following:

1. Sample receipt and logging.
2. Sample storage.
3. Preventing sample contamination.
4. Security for laboratory and samples.
5. Traceability of standards.
6. Instrument records and logbooks.
7. Sample analysis and data control systems.
8. Glassware cleaning.
9. Technical and managerial review of laboratory operation and data package preparation.
10. Sample analysis, data handling and reporting.
11. Chain-of-custody and document control, including Case file preparation.

E. Review of Standard Operating Procedures (SOPs)

Review SOPs with Project Manager to ensure that the laboratory understands the scope and requirements of the program and adaption of SOP's to meet the requirements of the contract.

F. Identification of Needed Corrective Actions

Discuss with Project Manager the actions needed to correct weaknesses identified during site inspection, PE sample analysis or production of reports (hard copy floppy diskette and magnetic tapes) and documentation. Determine how and when corrective actions will be documented, how and when improvements will be demonstrated, and the bidder employee responsible for corrective actions.

LABORATORY EVALUATION CHECKSHEET EXAMPLE*

Laboratory: _____

Date: _____

Type of Evaluation: _____

Contract Number: N/A

Contract Title: _____

Personnel Contacted:

Name	Title

Laboratory Evaluation Team:

Name	Title

*Some items may not be applicable for preaward lab evaluation.

I. ORGANIZATION AND PERSONNEL

ITEM	YES	NO	COMMENT
Laboratory or Project Manager (individual responsible for overall technical effort): Name: _____			
GC/MS Laboratory Supervisor: Name: _____ Experience: 3 years minimum requirement			
Sample Preparation Laboratory Supervisor: Name: _____ Experience: 3 years minimum requirement			
GC/MS Operator: Name: _____ Experience: 1 year minimum requirement (3 years if no degree in physical science)			
GC/MS Spectral Intrepretation Expert: Name: _____ Experience: 2 years minimum requirement			
Extraction Concentration Expert: Name: _____ Experience: 1 year minimum requirement			
Pesticide Residue Analysis Expert: Name: _____ Experience: 2 years minimum requirement			

I. ORGANIZATION AND PERSONNEL (Continued)

ITEM	YES	NO	COMMENT
Do personnel assigned to this project have the appropriate <u>educational</u> background to successfully accomplish the objectives of the program?			
Is the organization adequately staffed to meet project commitments in a timely manner?			
Was the Quality Assurance officer available during the evaluation? Name: _____			
Does the Laboratory Quality Assurance Officer report to senior management levels?			
Was the Project Manager available during the evaluation?			

<u>Additional Comments</u>

II. SAMPLE RECEIPT AND STORAGE AREA

ITEM	YES	NO	COMMENT
Is a sample custodian designated? If yes, name of sample custodian. Name: _____			
Are written Standard Operating Procedures (SOPs) developed for receipt and storage of samples?			
Is the appropriate portion of the SOP available to the analyst at the sample receipt/storage area?			
Are the sample shipping containers opened in a manner which prevents possible laboratory contamination?			
Are samples that require preservation stored in such a way as to maintain their preservation?			
Are volatile samples stored separately from semivolatile samples?			
Are adequate facilities provided for storage of samples, including cold storage?			
Is the temperature of the cold storage recorded daily in a logbook?			
Are temperature excursions noted and are appropriate actions taken when required?			

II. SAMPLE RECEIPT AND STORAGE AREA (Continued)

ITEM	YES	NO	COMMENT
Are the sample receipt/storage and temperature logbooks maintained in a manner consistent with GLP?			
Has the supervisor of the individual maintaining the notebook/bench sheet personally examined and reviewed the notebook/bench sheet periodically, and signed his/her name therein, together with the date and appropriate comments as to whether or not the notebook/bench sheet is being maintained in an appropriate manner?			

Additional Comments

III. SAMPLE PREPARATION AREA

When touring the facilities, give special attention to: (a) the overall appearance of organization and neatness, (b) the proper maintenance of facilities and instrumentation, (c) the general adequacy of the facilities to accomplish the required work.

ITEM	YES	NO	COMMENT
Is the laboratory maintained in a clean and organized manner?			
Does the laboratory appear to have adequate workspace (120 sq. feet, 6 linear feet of unencumbered bench space per analyst)?			
Are the toxic chemical handling areas either a stainless steel bench or an impervious material covered with absorbent material?			
Are contamination-free areas provided for trace level analytical work?			
Are contamination-free work areas provided for the handling of toxic material (e.g., glove box)?			
Are exhaust hoods provided to allow contamination-free work with volatile materials?			
Is the air flow of the hoods periodically checked and recorded (i.e., once per quarter?)			
Are chemical waste disposal policies/procedures well-defined and followed by the laboratory?			

III. SAMPLE PREPARATION AREA (Continued)

ITEM	YES	NO	COMMENT
Can the laboratory supervisor document that trace-free water is available for preparation of standards and blanks?			
Is the analytical balance located away from drafts and areas subject to rapid temperature changes?			
Has the balance been calibrated and checked within one year by a certified technician?			
Is the balance routinely checked with the appropriate range of class S weights before each use and are the results recorded in a logbook?			
Are the solvent storage cabinets properly vented as appropriate for the prevention of possible laboratory contamination?			
Are reagent grade or higher purity chemicals used to prepare standards?			
Are analytical reagents dated upon receipt?			
Are reagent inventories maintained on a first-in, first-out basis?			
Are analytical reagents checked out before use?			
Are fresh analytical standards prepared at a frequency consistent with the IFB requirement?			
Are reference materials properly labeled with concentrations, date of preparation, and the identity of the person preparing the sample?			

III. SAMPLE PREPARATION AREA (Continued)

ITEM	YES	NO	COMMENT
Is a spiking/calibration standards preparation and tracking logbook(s) maintained?			
Are the primary standards traceable to EPA standards?			
Do the analysts record bench data in a neat and accurate manner.			
Are the sample receipt/storage and temperature logbooks maintained in a manner consistent with GLP?			
Has the supervisor of the individual maintaining the notebook/bench sheet personally examined and reviewed the notebook/bench sheet periodically, and signed his/her name therein, together with the date and appropriate comments as to whether or not the notebook/bench sheet is being maintained in an appropriate manner?			
Are standards stored separately from sample extracts?			
Are volatile and semivolatile solutions properly segregated?			
Is the appropriate portion of the SOP available to the analyst at the sample preparation area?			
Is the SOP for glassware washing posted at the cleaning station?			
Is the temperature of the refrigerator/freezers recorded daily?			
Are temperature excursions noted and appropriate actions taken when required?			

III. SAMPLE PREPARATION AREA (Continued)

Additional Comments

IV. SAMPLE ANALYSIS INSTRUMENTATION

A. GC/MS/DS Instrumentation

	Manufacturer	Model / Revision	Installation Date
GC/MS ID #			
GC/MS ID #			
GC/MS ID #			
Data System ID #			
NBS Mass Spectral Library			
Data System ID #			
NBS Mass Spectral Library			
Purge and Trap ID #			
Purge and Trap ID #			

A. GC/MS/DS Instrumentation (Continued)

ITEM	YES	NO	COMMENT
Are manufacturer's operating manuals readily available to the operator?			
Is service maintenance by contract?			
Are extensive in-house replacement parts available?			
Is preventative maintenance applied?			
Is a permanent service record maintained in a logbook?			
Has the instrument been modified in any way?			
Is the instrument properly vented or are appropriate traps in place?			
Is a glass jet separator in place and operational?			
Is raw data being archived and documented properly (i.e., magnetic tape)?			
Are in-house quality control charts maintained and available for on-site inspection?			
Is a split/splitless capillary injector in place?			

A. GC/MS/DS Instrumentation (Continued)

Additional Comments

B. GC Instrumentation

	Manufacturer	Model	Installation Date	Column(s)
GC ID #				
GC ID #				
GC ID #				
GC ID #				
Data System ID #				
Data System ID #				
Data System ID #				
Data System ID #				

ITEM	YES	NO	COMMENT
Are manufacturer's operating manuals readily available to the operator?			
Is service maintenance by contract?			
Are in-house replacement parts available?			
Is preventative maintenance applied?			

B. GC Instrumentation (Continued)

ITEM	YES	NO	COMMENT
Is a permanent service record maintained in a logbook?			
Has the instrument been modified in any way?			
Is the instrument properly vented or are appropriate traps in place?			

Additional Comments

V. DATA HANDLING AND REVIEW

ITEM	YES	NO	COMMENT
Are data calculations spot-checked by a second person?			
Do records indicate that appropriate corrective action has been taken when analytical results fail to meet QC criteria?			
Are computer programs validated before use?			
Do supervisory personnel review the data and QC results?			

Additional Comments

VI. QUALITY CONTROL MANUAL CHECKLIST

ITEM	YES	NO	COMMENT
Does the laboratory maintain a project specific Quality Control Manual?			
Does the manual address the important elements of a QC program, including the following:			
Personnel?			
Facilities and equipment?			
Operation of instruments?			
Documentation of procedures?			
Preventive maintenance?			
Reliability of data?			
Data validation?			
Feedback and corrective action?			

Additional Comments

VII. SUMMARY CHECKSHEET

ITEM	YES	NO	COMMENT
Do responses to the evaluation indicate that project and supervisory personnel are aware of QA/QC and its application to the project?			
Do project and supervisory personnel place positive emphasis on QA/QC?			
Have responses with respect to QA/QC aspects of the project been open and direct?			
Has a cooperative attitude been displayed by all project and supervisory personnel?			
Does the organization place the proper emphasis on quality assurance?			
Have any QA/QC deficiencies been discussed before leaving?			
Is the overall quality assurance adequate to accomplish the objectives of the project?			
Has corrective action(s), recommended during previous evaluations, been implemented? If not, provide details in Section VII.B.			

VII. SUMMARY CHECKSHEET (Continued)

Additional Comments

QUALITY ASSURANCE REVIEW FOR EXTRAMURAL PROJECTS

(CONTRACTS)

I. GENERAL INFORMATION

Descriptive Title: Chemical Analytical Services for Multi-Media High Concentration Organics by GC/MS and GC/EC Techniques

Sponsoring Program Office: Office of Emergency & Remedial Response

Approximate Dollar Amount: $10,530,000.00

Duration: 30 months

II. THIS CONTRACT REQUIRES ENVIRONMENTAL MEASUREMENTS (If yes, complete form; if no, sign and submit with procurement request)	Yes	No
	X	

III. QUALITY ASSURANCE REQUIREMENTS (Projects involving environmental measurements)	Yes	No
a. Submission of a written quality assurance (QA) program plan (commitment of the offeror's management to meet the QA requirements of the scope of work) is to be included in the contract proposal.		X
b. Submission of a written QA project plan is to be included in the contract proposal.		X
c. A written QA project plan is required as a part of the contract.		X
d. Performance on available audit samples or devices shall be required as part of the evaluation criteria (see list on reverse side).	X	
e. An on-site evaluation of proposer's facilities will be made to ensure that a QA system is operational and exhibits the capability for successful completion of this project (see schedule on reverse side).	X	
f. QA reports will be required (see schedule on reverse side).		

IV. DETERMINATION (Projects involving environmental measurements)

Percentage of technical evaluation points assigned to QA: 60%

Project Officer estimate of percentage of cost allocated to environmental measurements: 100%

Parameter Measured	QC Reference Sampling or Device Available (Yes or No)	Split Samples for Cross-Comparison (Yes or No)	Required for Preaward (Yes or No)	FREQUENCY During Contract
SEE PREAWARD BID CONFIRMATIONS AND SOW, EXHIBIT E QA/QC REQUIREMENTS				

QA System Audits are required: Preaward X : during contract: X

QA Reports are required: With Data Reports X : with Final Report N/A

The signatures below verify that the QA requirements have been established.

QA Officer:		Project Officer:	
Signature	Date	Signature	Date

After signatures, a copy of this form must be included with the Request for Proposal and sent to the Contracts Office and a copy placed on file with the QA Officer.

INFORMATION TO BIDDERS

1. Basic Requirement

This procurement, Chemical Analytical Services for Multi-Media High-Concentration Organics, calls for the award of a minimum of one (1) bid lot and a maximum of three (3) bid lots. One bid lot consists of a minimum of 180 and a maximum of 1,800 phase unit analyses and submission of data packages and other deliverables associated with the sample analysis.

Requirement	Maximum	Minimum
Phase Unit Analysis	1,800	180

Bidders are instructed, for each bid lot, to base their bids on the maximum quantity of phase unit analyses specified above. Bidders must not submit a bid for quantities less than the maximum quantity for any bid lot. Bids submitted for less than the maximum quantity in a bid lot will render the bid non-responsive.

2. Basis for Award

The Government's total requirement is for a maximum of 5,400 phase unit analyses. Separation of the requirements into bid lots is for the convenience of the bidders. Award(s) will be made to the responsive, responsible bidder(s) submitting the lowest price(s) of all prices bid by all vendors regardless of bid lot number. (See Bidder Responsibility, Attachment C).

The minimum and maximum quantities shown above are for determining the Government's minimum and maximum obligation.

3. Multiple Award

The Government reserves the right to make multiple awards until every bid lot has been awarded. The determination of whether to award more than one bid lot up to the maximum of three bid lots will depend on the number of bids received and the responsibility of those bidders responding to the solicitation. This determination will be made at time of award.

Bidders must submit one unit price per bid lot. Bids shall be submitted in 5 copies (each with original signatures). The package submitted shall include pages 1 through ___.

Unit bid prices and the total bid price(s) shall be entered by the bidder in Contract Schedule Clause B.2, SOLICITATION BID/CONTRACT PRICE. Should the bidder be awarded contract(s) based on these bid prices, such bid prices shall be considered contract prices.

Bidders are cautioned regarding submitting bids for more than one bid lot and should consider that one bid lot requires analysis of up to 60 phase units per calendar month. In cases where the bidder's ability to provide this increased level of service is not clear-cut, the determination of responsibility (See Bidder Responsibility, Attachment C), may delay ultimate award or cause the bidder to be deemed non-responsible if it is

determined that the bidder is not capable of providing that level of service. Therefore bidders shall only bid on the number of bid lots that they have the capability to perform.

4. Performance Evaluation (PE) Samples - Qualification Requirement

As a qualification requirement and in order to determine a bidder's technical qualifications for performing the tasks outlined in this Solicitation, bidder laboratories will be required to analyze PE Samples. Bidders will be given one to three sets of PE Samples which must be satisfactorily analyzed in order for the bidder to be considered for award. (See Qualification Requirements, Attachment B).

5. Standard Operating Procedures, Facility/Equipment Inventories & Position Descriptions/Staff Resumes

Bidder(s) will be required to submit written documentation which must demonstrate that the bidder is capable of providing analytical services required by this contract (See Bidder Responsibility, Attachment C).

Two copies of the Bidder's Standard Operating Procedures must be delivered concurrently with submission of PE Sample data.

6. Subcontracting or Joint Venture

No subcontracting or joint ventures are allowable under the proposed contract.

7. Technical Questions

The bidder may submit specific questions in writing to the Contracting Officer regarding this solicitation within ten (10) calendar days following IFB issuance. The EPA will respond to those questions which may affect bidding. The questions and responses will be sent to all IFB recipients without referencing the source of the questions.

UNITED STATES ENVIRONMENTAL PROTECTION AGENCY
WASHINGTON, D.C. 20460

OFFICE OF
SOLID WASTE AND EMERGENCY RESPONSE

MEMORANDUM

SUBJECT: High Concentration Organics IFB

FROM: Emile I. Boulos, Project Officer
Analytical Operations Branch
Hazardous Site Evaluation Division

TO: Joan F. Fisk, Chief
Organics Section
Analytical Operations Branch
Hazardous Site Evaluation Division

Attached planning procurement request is for the new high concentration organics IFB. This new analytical capability is in direct response to the ten (10) EPA Regions' needs in discharging their responsibilities to investigate and clean-up hazardous dump sites for CERCLA and SARA. Award of contracts will provide the capability to analyze samples for organic constituents which cannot be presently analyzed through Routine Analytical Services because of the complexity (multi-phases) of samples and concentrations of constituents beyond the analyzable range of the methods. Large demands for these analyses are presently being made through the Special Analytical Services (SAS) process.

This IFB for the required multi-media high concentration organic analyses shall be an open market solicitation.

(Shaded areas are for use of procurement office only)

Page

US Environmental Protection Agency
Washington DC 20460

EPA Procurement Request/Order

1. Name of Originator	2. Date of Request
Emile I. Boulos	9/14/87
3. Mail Code	**4. Telephone Number**	**5. Date Item Required**
WH-548A	(202) 382-7942	A.S.A.P.

6. Signature of Originator

7. Recommended Procurement Method
☐ Competitive ☐ Other than full and open competition ☐ Sole source small purchase

8. Deliver To (Project Manager)	9. Address	10. Mail Code	11. Telephone Number
Emile I. Boulos	U.S. EPA, 401 M St., SW Washington, DC 20460	WH-548A	(202) 382-7942

12. Financial Data — a. Appropriation — b. Servicing Finance Office Number — NOTE. Item 12(d) Document Type = Contract, Purchase Order = 'P'

FMO Use (c) (13 digits)	DI TI (d)	Document Control Number (e) (6 digits)	Account Number (f) (10 digits)	Object Class (g) (4 digits)	Amount Dollars	Cents
					$7,500.00	

13. Suggested Source (Name, Address, ZIP Code, Phone, Contact)

14. Amount of money committed is
☐ Original
☐ Increase
☐ Decrease

15. For Small Purchases Only. Contracting Office is authorized to exceed the amount shown in Block 12(h) by 10% or $100, whichever is less
☐ Yes ☐ No

16. Approvals

a. Branch/Office	Date	d. Property Management Officer/Designee	Date
James S. Vickery, Chief, AOB			
b. Division/Office	**Date**	**e. Other (Specify)**	**Date**
Stephen A. Lingle, Dir., HSED		Henry L. Longest, II, Dir., OEPR	
c. Funds listed in Block 12 and Block 15 (if any) are available and reserved (Signature of Certifying Official)	**Date**	**f. Other (Specify)**	**Date**
		Jack W. McGraw, DAA, OSWER	

17. Date of Order	18. Order Number	19. Contract Number (if any)	20. Discount Terms

21. FOB Point	22. Delivery to FOB Point by On or before (Date)	23. Person Taking Order/Quote and Phone No.

24. Contractor (Name, address, ZIP Code)

25. Type of Order
☐ a. Purchase

Reference your quote (See block 23)

Please furnish the above on the terms specified on both sides of this order and on the attached sheets, if any, including delivery as indicated

☐ b. Delivery provisions on the reverse are deleted. The delivery order is subject to the terms and conditions of the contract (See Block 19)

☐ c. ☐ Oral ☐ Written ☐ Confirming

26. Schedule

Item Number (a)	Supplies or Services (b)	Quantity Ordered (c)	Unit (d)	Estimated Unit Price (e)	Unit Price (f)	Amount (g)	Quantity Accepted (h)
	PLANNING PR ONLY FOR FY '88. NOT FOR COMMITMENT OF FUNDS. For high concentration organic analyses. Open market solicitation of 3 bid lots, 1800 phase units each (over 30 months).						
					Total $		

A-69

27. United States of America By (Signature)	28. Typed Name and Title of Contracting Officer

APPENDIX B

PROCUREMENT SCHEDULE

Contents | Page

Standard operating procedures, forms, letters, memoranda, reports, herein are examples only and are subject to change at any time, as directed by CLP management.

"EXAMPLE"

PROCUREMENT SCHEDULE
HIGH-CONCENTRATION ORGANICS IFB

1.	Draft PR package to PO (w/0 Preaward and SOW)	Aug. 13
2.	Request to EMSL/LV for the prepartaion of pre-award PE samples	Aug 19
3.	Planning PR	Aug. 26
4.	Draft PR package to CMD (w/o Preaward and SOW)	Aug. 27
5.	Draft SOW (VOA methods only to PO	Sept. 18
6.	Final PR package to CMD (w/o Preaward and SOW)	Sept. 22
7.	Draft SOW (Extractables methods only) received form metaTrace	Oct. 1
8.	Draft SOW (Extractables only) sent for peer reivew	Oct. 8 Oct. 28
9.	Final PO review of SOW	Nov. 30 Dec. 7
10.	Final SOW to PO	Dec. 18
11.	Final PR package (including Preward and SOW) to CMD	Dec. 21
12.	CMD review of PR documentation	Dec. 23 - Dec. 28
13.	Solicitation announced in CBD	Dec. 28
14.	Solicitation in printing	Dec. 30 - Jan. 13
15.	IFB issued	Feb. 1
16.	PE samples shipped	Feb. 10
17.	PE sample data due	March 10
18.	EPA review & score PE data	Mar. 14 - Mar. 25
19.	IFB bid opening	Mar. 1
20.	EPA reviews bids	Mar. 1 Mar. 3

21.	Perform site evaluations	Apr. 1 - Apr. 8
22.	Prepare/review site evaluation reports	Apr. 13 Apr. 19
23.	Contracts awarded	Apr. 26 May 2

APPENDIX C

COMMERCE BUSINESS DAILY

Contents

Standard operating procedures, forms, letters, memoranda, reports, herein are examples only and are subject to change at any time, as directed by CLP management.

TUESDAY
June 27, 1989

COMMERCE

Issue No. PSA-9871

A daily list of government procurement invitations, contract awards, and sales of surplus property.

BUSINESS DAILY

U.S. GOVERNMENT PROCUREMENTS

The Commerce Business Daily publishes, for Federal agencies, synopses of proposed contract actions that exceed $25,000 in value.

Services

A Experimental, Developmental, Test and Research Work (research includes both basic and applied research)

National Institute of Environmental Health Sciences, Contracts and Procurement Management Branch, OM, Attn: Mary B. Armstead, Contracting Officer, 79 T. W. Alexander Drive, 4401 Bldg, POB 12874, Research Triangle Park, NC 27709.

A - SPECIAL MUTAGENICITY STUDIES WITH SALMONELLA Sol NIH ES 89 17. Due: 11 Aug 89. Contact James Patteron, Contract Specialist 919/5411-7893. Mary B Armstead, Contracting Officer. This project wil be divided into two phases. In Phase I, the Contractor shall demonstrate its ability to perform the protocols required by the statement of work. In Phase II the contractor shall test chemicals for mutagenicity. The mutagenicity testing protocols may include, but shall not be limited to the following: they will be tailored to the individual chemicals by the project officer in consultation with the ContractorThe plate test (Maron and Ams, 1983), th preincubation test (Miron and Ames, 1983; Zeiger, et. al., 1988) Reductive metabolism (prival and Mitchell 1982. Reid, et al., 1983) A suspension assay (Zeiger and Sheldon, 1978). Testing of gases and volatiles (Bartsch, et. al. 1979 McGregor, et al., 1989). Extracting and testing of mixtures or complex substances, and preliminary characterization of the mutagenic fractions (Mohtashamipor, et al., 1986; Schuetzle and Lewtas, 1986). Preparation and enzymatic analysis of S-9 for various species and organs. The Salmonella strains to be used shall be selected from Salmonella strains G46, TA97, TA100, TA102, TA104, TA1535, TA1537, TA1538, E. coli WP2 strains, and other Salmonella or E. coli strains that are deemed necessary by the Project officer or the Contractor. The number of strains and the sequence (if any) in which they are to be used will be specified by the Project Officer for each chemical or chemical class. Various exogenous metabolic activation systems (S9s) may be used. These may include, but will not be limited to, unninduced S9 or Aroclor induced S9 from rats, mice and hamsters. In most cases the S9 preparation shall be provided by the Contractor, and shall be characterized as to enzymatic and metabolic capabilities. Phase I is designed to assure that the contractor meets the required high standards of reliability and reproducibility with the various Salmonella tester strains and protocols. In this Phase, the Contractor shall demonstrate its ability to utilize the required test systems in an efficient, effective, and reproducible manner, and to evaluate the data derived therefrom. During the first three months of the first year of the contract, the Contractor shall test up to five coded samples, which have previously been tested by the NTP, using Salmonella strains and test protocols to be specified by the Project Officer. The Project Officer will analyze the results of these tests, which shall be documented in reports submitted by the Contractor, to determine the ability of the Contractor to use the test protocols, obtain reproducible and anticipated results, demonstrate appropriate record keeping procedures, diagnose problems, and evaluate results. The Contractor shall be notified in writing of the Project Officer's determination within 30 days of completing Phase I. If the submitted data or analyses, on laboratory record keeping procedures, are not deemed acceptable, the contract will terminate at this point. Otherwise, the Contractor will be notified to proceed to Phase II. Phase II, the testing of chemicals, shall not begin until and unless the Project Officer approves the results of Phase I. The Contractor shall then test up to 15 chemical equivalents during the remainder of Year One. The Project Officer has the option of waiving the requirement for Phase I, but would then require that up to 20 chemicals be tested in Year One. In both cases, the contractor shall test approximately 20 chemical equivalents per year during the remainder of the contract. Data shall be transmitted to the Project Officer on floppy discs using a computer program that will be supplied by the Project Officer. The program will require an IBM compatible personal computer with at least 512K of memory, a 2MB or larger hard disc, and 1 floppy disc drive. A four-year contract is anticipated. The government estimates that the project wil require approx 0.2 professional person years and 0.8 technical person years per contract year. All responsible sources may submit a proposal which shall be considered by the Agency. (174)

NASA/GSFC, Code 286, Greenbelt, MD 20771

A - ER-2 AIRCRAFT DOPPLER RADAR ANTENNA SYSTEM SOL RFP5-33151/211 POC Lources F. Carson, Contract Specialist, (301) 286-6993 Valorie A. Burr, Contracting Officer, (301) 286-3318. NASA/Goddard Space Flight Center will issue Request for Proposal (RFP)5-33151/211 on a competitive basis for acquisition of two complete antenna systems to be used in an experimental coherent pulse Doppler radar aboard a Lockheed ER-2 high-altitude aircraft. The two antenna systems are to be mounted in a nose-radome of the aircraft. The radar is to acquire reflectivity and velocity information about atmospheric hydrometors for meteorological research. The antenna system for the radar will consist of two offset parabpolic reflectors, each with a projected circular aperture of a nominal 30 inch diameter. One antenna will be forward pointing at an angle of 40 degrees from nadir. The second antenna will be nadir pointing and will be stabilized for nadir pointing. The stabilization system is not a part of this contract. The forward pointing antenna will transmit vertical polarization and receive the copolar vertical and crosspolar horizontal components for measurement of linear depolarization ration (LDR). Since low crosspolarization is essential for the measurement, focal region matching techniques will be required for the antenna feed horn. A demonstrated hardware capability using focal region matching techniques will be required in the proposal. The RFP will be issued in late July with proposals due six weeks thereafter. All requests for the RFP must be submitted in writing to Lourdes Carson at the above address. All responsible sources may submit a proposal which shall be considered by NASA/GSFC.

NASA/GSFC, Code 286, Greenbelt, MD 20771

A - MECHANICAL AND ELECTRICAL SUPPORT SOL RFP5-31669/219 POC Adnan R. Jefferson, Contract Specialist, (301) 286-5044 Bradley J. Poston, Contracting Officer, (301) 286-5526. NASA/GSFC intends to issue Request for Proposal (RFP)5-31669/219 on a competitive basis for mechanical and electrical support to the Laboratory for High Energy Astrophysics. The Contractor shall provide design, fabrication and assembly support for general scientific instrument development. In addition, the Contractor will be required to incorporate systems and sub-assemblies such as printed circuit board (PCB) technology, wire wrap modules, power systems, data storage, and all related ground support equipment (GSE). To perform this effort, the Contractor must be able to complete a standard task assignment within 30 working days. In some instances, the Contractor will be required to provide quick reaction support for an urgent task within 4 hours. A cost-plus-fixed (CPFF) level-of-effort (LOE) contract is contemplated with a 2-year basic period and three 1 year priced options. The anticipated LOE (+ 10%) is as follows: Basic period - 4,447; Option 1 - 2,990; Option 2 - 625 and Option 3 - 198. Any interested firms shall submit a written request for a copy of the RFP to Ms. Adnan Jefferson at the address listed above. All responsible sources may submit a proposal which shall be considered by NASA/GSFC. The RFP will be issued in late July.

Bureau of Reclamation, Acquisition Operations Br, Code D7814, Den Fed Ctr, POB 25007, Denver CO 80225

A - EL PASO SOLAR POND TEST PROJECT Due 7/5/89. R Jackson, Contr Spec, 303/236-4431, Vicki Cook, Contr Officer, 303/236-8045. Renewal of svcs for El Paso Solar Pond Test Project. This is an on going cooperative effort between the Bureau of Reclamation and private industry to evaluate the tech and economic feasibility of using solar salt gradient ponds to furnish process heat to generate elec power, and to produce freshwater. Svcs provided include the facility, labor and matls for the second phase of the project for the period beginning 5 Jul 89 through 30 Sep 89. It is the Bureau of Reclamations belief that the University of Texas at El Paso, Office of Research, El Paso TX 79968-05121 is only firm capable of providing the svc. This is not a formal sol; however, firms responding to this notice should furnish detailed data concerning their capabilities and, if desired, req a copy of sol, if and when it becomes avail. Interested parties must respond to this announcement within 15 days of publication. This notice may be only official notice of the subject sol. Small purchase procedures apply. (174)

FDA, Headquarters Contrs Branch, Div of Contrs & Grants Management, HFA-512, 5600 Fishers Lane, Park Building, Rm 3-30, Rockville, MD 20857

A - CLINICAL CHARACTERIZATION OF A NEW STANDARD TUBERCULIN, PURIFIED PROTEIN DERIVATIVE-S2 Sol 223-89-1200 Due 09 Aug 89. Contact, Doris Casebolt, 301/443-4420. Contr Officer Deborah Shevock, 301/443-4420. The Food and Drug Admin, Center for Biologics Evaluation and Research has prepared a new tuberculin material (PPD-S2) and proposes to use it as a replacement for the current reference standard material(s). The standard is essential to assure proper performance of commercial tuberculin. Clinical skin test studies will need to be conducted in human beings. A 3-point assay to determine the dose of proposed new Standard Tuberculin PPD-S2 which is bioequivalent to the current Standard Tuberculin PPD-S (5 tuberculin units (TU). Bioequivalence will be confirmed by comparison skin test reactions to PPD-S and PPD-S2. (172)

Defense Nuclear Agency, 6801 Telegraph Rd, Alexandria VA 22310-3398

A - ENGINEERING SERVICES TO SUPPORT UNDERGROUND NUCLEAR TESTING POC Edward Archer, Negotiator 202/325-7198, Thomas McCabe Contr Officer, 202/325-7200. DNA plans to award a sole source modification P00011 to contr DNA001-88-C-0002 with Lockheed Missiles and Space Co. Proposed modification will provide 16,100 hrs addtl effort for engineering services and time-frame-limited hardware on UGT events disko elm, mineral quarry, and distant zenith. Contemplated period of performance is from 10 Aug 89 thru 30 Sep 90. DNA believes that Lockheed is the only source able to fill this highly specialized requirement. Any other firm desiring consideration must fully identify its capability to perform the requirement. See Note 22. Ref synopsis no. 89-0102. (174)

Reader's Guide

The Reader's Guide is published, on the last two pages, in every Monday edition of the Commerce Business Daily (CBD). The Reader's Guide includes the CBD's Numbered Notes, an index of the Classification Codes and other information. If the Monday edition of the CBD is not printed because of a holiday, the Reader's Guide will appear in the next day's issue.

Content

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FAA, Contrs Div, 800 Independence Ave, SW, Rm 408, ALG-320A, Attn: D Farris, Washington DC 20591

A - **WINDSHEAR TRAINING APPLICATION** Sol DTFA01-88-R-06111. Due Aug 3 89 POC Delynn Farris, 202/267-3637 Develop test profile scenarios, briefing outlines, TNG lesson plans, models, train staff and process flight crew for windshear application Develop draft of ground schools, simulator advisory circular video 35MM sfides, 16MM film package Project previously published Jul 88 Previous requests will be honored. Do not resubmit. Interested organizations should indicate in their inquiries whether they are interested in the acquisition for the purpose of submitting a competitive offer For subcontracting purposes, or for informational purposes Requests for copies of the RFP package should be in writing and should cite the RFP Number (174)

Commander, Naval Air Sys Command, Code AIR-21522R, Washington, DC 20361-2150

A - **INTERFACE INTEGRATION FOR AN/ALQ-165(V) W/ASPJ EQUIP RACKS PRODUCTION** Synopsis 50163-89 R Kluth, 202 746-2799 The Naval Air Sys Command (NAVAIR) intends to procure thru sole source negotiations, contractor engineering tech svcs to integrate the AN/ALQ-165(V) with ASPJ equip racks production. The effort to include complete interface definition and development of an Associate Contractor Agreement will be placed on BOA N00019-87-G-0317 with the sole developers of AN/ALQ-165 Consolidated Electronic Countermeasures, a joint venture between Westinghouse Electronic Corp and ITT Avionics. The POC at NAVAIR is AIR 21522R, R Kluth, 202 746-2799 (174)

Hq Space Sys Div, Attn: PMTC, Box 92960, Los Angeles CA 90009-2960

A - **COMMAND AND CONTROL SUSTAINING ENGINEERING (CCSE) CONTRACT** Contact Contr Negotiator, Mrya JB Strosnider, 213/643-3703; Contr Officer Joseph Samonds, 213/643-3703. USAF Space Sys Div intends to modify the command and control sustaining engineering contr F04690-86-C-0004 on a sol source basis with IBM by extending the basic period of performance one yr and adding three six-month options This is not a request for competitive proposals. However, all proposals submitted within 45 days of this synopsis will be considered by the govt. See Note 22. (173)

Commander, Naval Air Sys Command, Code AIR-21523W, Washington DC 20361-2150

A - **ECP TO AN/ARN-138** Synopsis 50176-89. Contact R Walker, 202/746-2612. Engineering change to the AN/ARN 138 in order to be compatible with the TCN-500 TACAN. The mod will provide for the development and retrofit of 12 of the 20 pre production units. A sole source award is intended for Plessey Electronics Sys Corp, Wayne, NJ 07474 under existing contr N00019-85-C-0532 Plessey is the designer, developer and sole mfr of the AN, ARN-138. See Note 22. (174)

Directorate of R&D Contracting, WPAFB OH 45433-6503

A - **MANUFACTURING TECHNOLOGY SPECIAL STUDIES** SOL F33615-89-R-5708 DUE 071089 POC Directorate of R&D Contracting, Attn ASD/PMRRC, Chris Wilson, Wright-Patterson AFB OH 45433, Telephone - Commercial (513) 255-7143 or Autovon 785-7143. This is a modification of the synopsis transmitted on 06 12 89 RFP No F33615-89-R-5708 Manufacturing Technology Special Studies. This modification is changing the RFP release date from 89 June 26 to on or about 89 July 10

DHHS/PHS/FDA/DCGM, Div of Contr and Grants Mgmt, HFA-531, 5600 Fishers Ln, Park Bldg, rm 3-30, Rockville, MD 20857

A - **CORRECTION: DOCUMENT DEL SVC** Sol 223-89-2208. Contr Spec, Rita Bowen, 301/443-0424 Contr Officer, M Deborah Smith-Castle. The proposed contr is 100% SASB concerns. (174)

A Experimental, Developmental, Test and Research Work (research includes both basic and applied research) - Potential Sources Sought

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Directorate for Control Systems Contracts (SSD/PMTD), PO Box 92960, Los Angeles AFB CA 90009-2960

A - **ENGINEERING SERVICES AND MODIFICATION CONTRACT IN SUPPORT OF THE AIR FORCE SATELLITE CONTROL NETWORK (AFSCN)** Sol F04701-89-R-0033. Jeanne Braddock, contract negotiator 213/643-3717 or Anna Saunders, contracting officer 213/643-3715. Follow-on of the engineering services and modification effort for a period of three yrs (01 Dec 90 - 30 Nov 93) w/two one-yr options (01 Dec 93 - 30 Nov 95). The AFSCN currentlysupports over fifty on-orbit DOD satellites by means of the Consolidated Space Test Center (CSTC), the Consolidated Space Operations Center (CSOC), 16 tracking, telemetry and commanding UHF (S-band) radar antennas at nine remote tracking station locations throughout the world, a remote vehicle checkout facility (RVCF), and a communications annedior on-orbit test, calibrationand evluation of communications satellites. The systems to be supported include wideband and narrowband communications, enterrange timing, tracking, telemetry, and commanding; and other supporting systems This follow-onn competitive acquisition will continue current technical support to the AFSCNwhich has been provided since 1966 by Ford Aerospace Corp and will incorporate new efforts in support of the exanding AFSCN During the last several yrs, significant improvements have been made to the communications, satellite support and data processing systems under the Engineering Services and Modificationn Contract) The network is also transitioning into a new era of hardware, software and operational concepts and capabilities, which makes the engineering services and modification effort very complex Thecontractor must be able to manage several concurrent engineering changes to the AFSCN The efforts to be provided by the contractor include a broad range o system engineeringand integration services geared to sustainingthe technical effectiveness and integrity of the AFSCN as well as defining and controlling its interfaces to other space ground systems The contractor must be capable of performing increased levels of engineering services and data systems hrdware andsoftware engineering and integration effort. The contractor will also be responsible for proposing changes defining tasks and implementing new capabilities These changes will range from sole-peculiar single function tasks to large comrehensive network wide capabilities Interested contractors must submit an unclassified Statement of Capability (SOC) on the contemplated acquisition within 30 calendar days of publication of this announcement The SOC must demonstrate the resident capability and relevant experience 1) as a successful prime contractor or manager of a large complex and dynamic systems or ranges 2) as a system engineer with in-depth knowledge of satellite control ground station equipment and operations, wideband and narrowband communications, data handling storage and transfer and secure data distribution and display; 3) to study and develop capabilities required to support future operations 4) to work in a military operational environment In addition the SOC must demonstrate the capability to provide 1) personnel possessing appropriate clearances and experience to support DOD space programs of the highest national priority and a top secret facility clearance; 2) both technical and managerial expertise in the areas of systems analysis, systems engineering, systems project site integration and activation configuration and data management software development and maintenance systems effectiveness (i.e. rehability maintainabilit safety andhuman engineering), training, integrated publications management preliminary design w/life cycle cost and designto cost criteria data systems test support, integrated logistics support, and other support as required TheSOC should include the contract nos., if any, under which similar work has been accomplished as well as the name, address and tel nos. of the associated contracting officer The synopsis is for info and planning purposes only itdoes not constitute a RFP Info herein is based on the best infor avail at the time of pubhcation is subject to revision, and is not binding to the government. The government will not recognize any costs associated with the submission of the SOC It is anticipated that a draft RFP will be relased in the Nov, Dec 89 timeframe. A subsequent announcemen in the CBD will be printedprior to the issuance of any RFP. At that time, all responsible sources may submit a proposal which shall be considered by the agency. Submit your response to attnBC (174)

National Institutes of Health, Research Contracts Branch, 9000 Rockville Pike, Bldg 31, Room 1B44, Bethesda MD 20892

A - **ECONOMIC EVALUATION OF RESULTS OF NIH-SPONSORED APPLIED RESEARCH AND CLINICAL TRIALS:** The Potential Impact of New Helfth Care Technology on Treatment Costs and Health Status. POC Janice Brunson 301/496-4487. The intent of the evaluation is to develop the following information for a selected sample of clinical trials and applied research studies supported by NIH which introduce a new health care technology or otherwise potentially change the practice of prevention diagnosis or treatment of disease: a) A description of the technology assessed in the clinical trial, the health problem it addresses, the size and characteristics of the population which will be served, and the expected effect on the health status of those who are treated; b) the identifiableNIH annual financial support for the clinical trial and prerequisite research which can be identified as contributing directly and exclusively to the development of the technology evaluated on the clinical trial; and c) the potential impact on medical treatment costs and related indirect costs such as time away from work or other activities, cost of travel, custodial care, spcial rehabilitation, training and education costs due to morbidity or premature mortality. The contractor will be required to prepare an inventory of NIH funded applied research, clinical trials and major clinical studies completed over the last several yrs or expected to end over the next five yrs and which might directly influence health care practice. In addition, for a sample of sven to fifteen examples from the inventory, the contractor will be required to suggest improvements in methodology and data to enhance analysis of future NIH contributions to health care technology (the knowledgeof prevention, diagnosis and treatment of disease and injury); Small businesses which believe they have the capability to perform this requirement are invited to submit capability statements in an original and five copies NLT 15 days from the date of this announcement. Information furnished must establish 1) the firm's status as a small business (SIC 8741), or gross annual sale receiptsof not more than $3.5 million dollars over the three previous fiscal yrs; 2) the firm's organizational experience and qualifications to perform the required work, 3) at least one member of the staff must have demonstrable expertisew/the theory and methods of cost-benefit andcost-effectiveness analysis. The experience may be demonstrated w/a Ph.D. in economics or w/formal coursework ineconomics at the Ph.D. level or published articles or reports which apply cost-benefit orcost-effectiveness analysis; 4) at least one member of the staff must have demonstrabe expertise w/biomedical researh and technology both through education and experience, 5) demonstrate the qualifications and experience of proposed personnel through resumes, curriculum vitae, and publication listings; 6) evidence of having sufficient facilities to conduct the study such as access to personal computer hardware and software. This is not a RFP. No RFP is currently available. (174)

NASA Headquarters, Contracts and Grants Division, Washington DC 20546, attn HWE/John Warner

A - **ADVANCED TELEVISION: R&D IN ELE SYS'S BASED ON VISUAL PSYCHOPHYSICS** POC John Warner 202 453-1859. Ref 10-55555. NASA is interested in seeking qualified sources. The proposed requirement will involve a program of research and development into advanced television systems for space and earth based applications. Special emphasis will be placed on digital methods for processing and transmitting the television signal based on the latest research invesual psychophysics. The program will be system oriented. Major technical issues will be addressed, from scene selection of the camera to the performance of the human visual systems observing the displayed signal. The ultimate objective of all work under this contract is the fabrication of a prototype digital television system for NASA that delivers a high definition signal that faithfully renders color and motion free of apparent impairments or artifacts at a min transmission bit rate The anticipated period of performance will be five years Parties interested incompeting for this contract are encouraged to inform NASAof their interest and capabilities for performingthe work summarized above In order to be considered responsive, a party submitting a detailed statement which demonstrates capabilities, accomplishments, and knowledge of HDTV The statement must describe an awareness of research in visual psychophysics for application in television systems, and experience in terrestrial broadcasting and/or cable distribution systems. Specific achievements must be cited in 1) development of compatible high-definitionn television transmission systems 2) real-time processing of the quantized television signal 3) development of high-definition displays and 4) reducing television signal bandwidthand/or data rate withoutperceptable degradation of signal quality Also required are detailed biographies of the personnel who will be utilized in the performance of this work anddescriptions of laboratory facilities and equipment Responses are due no later than 15 days after publication of this announcement at the address shown above. Note 25 (174)

NAVFACCO, Building 90, Code 271, Naval Construction Battalion Center, Port Hueneme, CA 93043-5000

A - **DATA MONITORING/INFORMATION SYSTEM** Ref 89-9011. Due 26 Jul 89 Contact, Dominga Bain, 805 985-6065 The Government is seeking information which may or may not lead to procurement of a data monitoring inventory control information network system for use in the USMC Amphibious Tactical Fuel System The system shall be capable of collecting and sending information data up to twenty statute miles in all terrain The system shall be operable in all climatic conditions from 25 to 125 Fahrenheit. The system shall operate in an automatic mode and also allow for free text message input by operators. The system shall interface with the AN/UYK-83 field computer and utilize existing Marine Corps Communication Equipment as much as possible. Prospective interested sources capable of manufacturing such system are requested to submit a letter of interest and capability, along with brochures and other descriptive literature to (Ann D Bain), by cob 26 July 1989 Promising potential sources may be contacted for the request of furnishing additional information to the Navy This is NOT a RFP No contract will be awarded solely on the basis of responses hereto or any follow-up information subsequently solicited. No reimbursement for any costs connected with providing to the Navy this information will be made. (174)

Paul Brechbiel, Technology Assessment Program Information Center, Box 6000, Rockville MD 20850

A - **LABORATORY TESTING OF LAW ENFORCEMENT EQUIPMENT.** National Institute of Justice (NIJ), Technology Assessmen Program Information Center (TAPIC) TAPIC is soliciting letters of interest from independent laboratories capable of testing miniature surveillance recorders IAW NIJ Standard-0226 00. A copy of the RFP will be available o/a 1 Aug 89 For a copy of the RFP write above. (174)

H Expert and Consultant Services

USAID/Manila, Philippines, Ramon Magsaysay Center, 1680 Roxas Blvd, Malate, Manila, Philippines 1004, Attn: William Reynolds

H - **EXPERT AND CONSULTANT SERVICES IN AVIATION,** CBD Notice Phils. 89-13. POC William Reynolds. Tel No 521-7116, Ext 2430/2491 Notice for prequalification of consultants The required technical services will involve a comprehensive review of the Philippines Aviation Sector, particularly in the following areas: policy formulation, organizational structure, aviation laws, and existing procedural requirements. The consultant will generally advise the Secretary of Transportation and Communications on aviation matters at the executive level for the Govt of the Philippines A discussion of the consultant's tasks follows in the area of policy formulation, the consultant will review and provide recommendations on the mandate for the aviation sector This will cover polices regarding, among others, the possible privatization of selected airports and the possible deregulation of the airline industry The review of the sector's organizational structure will be geared towards the improvement of the managerial and executive control and coordination of the aviation sector The sector's regulatory agencyies currently include the Civil Aeronautics Board (CAB), Air Transportation Office (ATO), and the Ninoy Aquino International Airport (NAIA). ATO is the DOTC Agency which ensures air safety and handles air port maintenance. In the area of Aviation Laws, the consultant will recommend revisions for updating Republic Act 776 and review the Draft Aviation Code. In addition, he will review and recommend revisions to update cab economic regulations and the Civil Aviation Administrative orders. The fourth major area involves the review and recommendations of revisions in the procedures for (A) acquiring operating permits and certificates for public convenience, (B) fare, rate determination, and (C) licensing pilots and issuance of certificates for public convenience. The consulting services will be for a minimum of 12 months and shall inlcude an option to extend the services for another 12 months for a max contract period of 12 months. Interested individuals should submit a copy of Curriculum Vitae, Statement of previous work experience, salary history and proposed compensation technical writing samples and professional references The consultant should be a mature, experienced senior executive who has dealt with th Aviation Industry for many yrs at the executive level preferably with a US Govt Aviation Agency; has a clear understanding the the institutional requirements of an Air Transport Agency; and has had experience with deregulation/privatization of Govt-owned entities Background experience in legal or economic analysis would be helpful. Data should be submitted in one original and two copies by noon local time of 21 Jul 89 An info copy of the proposal should be sent to USAID Manila, Philippines, Attn Michael C Demetre (174)

US Dept of Housing and Urban Development 15 S 20th St, Daniel Bldg, Property Disposition Branch, Birmingham AL 35233

H - **MANAGEMENT AND CUSTODIAL SERVICES** Sol 17-89-062 due 8 3 89 con

The Commerce Business Daily (USPS 966-360) is published daily, except Saturdays, Sundays and holidays, for $261 a year (1st Class mailing) or $208 a year (2nd Class mailing) by the U.S. Government Printing Office, Washington, DC 20402. Second Class postage paid at Washington, DC and additional mailing offices. POSTMASTER Send address changes to Superintendent of Documents, U.S. Government Printing Office, Washington, DC 20402-9373, with entire mailing label from last issue received.

APPENDIX D

DETERMINATION OF PRICE REASONABLENESS

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Standard operating procedures, forms, letters, memoranda, reports, herein are examples only and are subject to change at any time, as directed by CLP management.

DETERMINATION OF THE PRICE REASONABLENESS

This determination is based on the judgment of the Contracting Officer, with essential input from the NPO. This determination must be based on the lowest responsive and responsible bid. There are no stringent rules that can be applied in determining reasonableness, nor can mathematical formula be devised for this purpose. Reasonableness is based on prior experience, competition and the Government estimate.

APPENDIX E

ORGANIZATIONAL CONFLICTS OF INTEREST

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Standard operating procedures, forms, letters, memoranda, reports, herein are examples only and are subject to change at any time, as directed by CLP management.

Reference:
Contract Administration Handbook,
1987

CHAPTER 6

ORGANIZATIONAL CONFLICTS OF INTEREST

Organizational conflicts of interest are situations that occur from time to time with respect to EPA contracts. It is always preferable to prevent such conflicts from arising during contract performance by identifying the possibilities during the pre-award phase and taking steps at that time to avoid them. However, sometimes, conflicts of interest cannot be foreseen nor completely avoided prior to award and Project Officers need to be aware of what they are and what to do about them if such situations do arise during the performance of a contract.

6.1 Definition

The FAR defines an organizational conflict of interest as a situation that exists "when the nature of the work to be performed under a proposed Government contract may, without some restriction on future activities, (a) result in an unfair competitive advantage to the contractor or (b) impair the contractor's objectivity in performing the contract work." It is the latter situation which is of the most concern during contract performance.

Any of a contractor's outside interests, be they organizational, financial, contractual, or of some other type, could affect its objectivity in performing work for EPA. This is more likely to occur in contracts involving consultant or management support services, but the possibility exists in all contracts. Regulations require that the Contracting Officer take immediate steps to avoid, neutralize, or

mitigate any actual, potential, or apparent conflict of interest once notified of its existence. Project Officers are required to notify their Contracting Officer immediately if they see or suspect a situation where a contractor's outside interests are affecting its independent judgement in performing work on an EPA contract, or if the appearance of such a conflict exists, even if the work performed by a contractor is not in fact, biased or lacking in impartial judgement.

6.2 What to Look for

All EPA contracts over $10,000 contain a clause requiring the contractor to disclose in writing to the Contracting Officer any actual or potential conflict of interest discovered after award of a contract. Ideally, this would take care of all such situations and the Project Officer need not be further concerned. However, many times, what may not be a conflict in the mind of the contractor could be a very significant problem in the opinion of the Agency, but if the contractor does not notify us, the Contracting Officer is not aware of its existence. If the contractor is aware of such a situation and fails to notify the Contracting Officer, the contract may be terminated for default (see Chapter 18). For these reasons, Project Officers must be "on the lookout" at all times during contract performance for situations which might be classified as organizational conflicts of interest, and must notify the Contracting Officer if a potential one is discovered. If any doubt exists, the Contracting

Officer should be notified anyway, and he or she will obtain the opinion of legal counsel before making a determination as to whether or not an organizational conflict of interest exists.

Project Officers should subject all such situations to the following tests:

(1) Is the contractor being asked to perform work which will affect an industry of which it is a part, or from which it derives a substantial portion of its income?

(2) Is the contractor performing an analysis for EPA that it is also performing for a firm which will be affected by the results of that analysis?

(3) Is the contractor performing consulting services for an industry regulated by EPA at the same time as it under contract to EPA for any work on the same subject?

(4) Do the work results provided by a contractor appear to be lacking in complete objectivity from any aspect?

(5) On any Superfund contracts, can the contractor potentially be found liable as a responsible party on any site for which it is being asked to perform work for EPA?

(6) Is there any possibility that even the <u>appearance</u> of one of these situations might undermine the credibility of the work results in the eyes of the general public?

If the answers to any of these questions is in the affirmative, an actual or potential conflict of interest probably does exist, and the Contracting Officer must be notified immediately.

6.3 Procedures in the Event of the Existence of an Organizational Conflict of Interest

As stated above, if a determination is made that an actual, potential, or apparent conflict of interest does exist, the Contracting Officer must take immediate steps to avoid, neutralize, or mitigate the situation. This may take the form of a bilateral contract modification, under which the contractor agrees to refrain from performing any specific outside work for a certain period of time, or is barred from specific future EPA work for a specified period. Or, the Contracting Officer may direct the Project OFficer not to assign a specific Work Assignment of Delivery Order to the contractor. If the conflict is significant and the Contracting Officer is unable to resolve or avoid it, the contract may have to be terminated for the convenience of the Government, either in whole or in part, depending on the nature of the conflict. Since all of these possibilities are less than desirable, it is far preferable to identify potential conflicts before award of the contract, and take steps at that time to prevent all conflict of interest from occurring during performance of the work.

APPENDIX F

ACQUISITION REGULATION AND CONTRACT TYPES

Contents

Standard operating procedures, forms, letters, memoranda, reports, herein are examples only and are subject to change at any time, as directed by CLP management.

ACQUISITION REGULATION & CONTRACT TYPES

Reference :

Project Officers Handbook

April 1984

A. Background

1. Contract Definition:

The Federal Acquisition Regulations define a contract as "a mutually binding legal relationship obligating the seller to furnish supplies or services (including construction) and the buyer to pay for them." This basic definition is applicable to all types of contracts. For a contract to be legally enforceable, it must contain the following essential elements. It must be: (1) An agreement (2) between competent parties (3) for a valid consideration (4) to accomplish a lawful purpose (5) with terms clearly set forth (6) in the form required by law. If a contract does not meet these six tests, the relationship is not a legal one.

2. Contracting Officers:

Contracting Officers are agents[1] for the United States Government and the Environmental Protection Agency, while Project Officers are technical representatives of the Contracting Officers - not agents - who assist them in administering contracts.

Contracting Officers have to enter into, administer, or terminate contracts, and may bind the Government only to the extent of the authority delegated to them. Contracting Officers are the only persons with the authority to enter into and sign contracts on behalf of the Government. As agents of the Government, their acts bind the Government to third parties (contractors) and also give the Government rights against the third parties. Contractors also use agents to carry out the

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[1] An agent is a person authorized to act for another.

contract and deal with the Government regarding its administration and modification.

The other party with which a Government contract is made may be any legal entity with the capacity to contract. The various types are:

- o An individual
- o A partnership
- o A nonprofit organization
- o A private corporation
- o A State or local Government
- o A joint venture (two or more legal entities jointly and severally responsible for fulfilling the contract obligations)

Any one of these entities could be an EPA contractor. The majority of EPA contracts are held with private corporations.

3. Duties of the Parties

One party to any EPA contract will be the United States of America, the other will be the contractor. The parties to a contract bind themselves to the provisions of that contract. Besides the specific written provisions, however, each party has one fundamental underlying duty common to all contracts.

> The Government has the basic duty not to unreasonably interfere with or delay the contractor in his performance of the contract. The Project Officer is responsible for ensuring that his or her actions do not violate this basic duty. Any violation thereof constitutes a "breach of contract" for which the contractor is legally entitled to recover the amount of any damage caused him by the breach. Generally, this is done through contract modification adjusting the cost or price.

The following actions are examples of those which might unreasonably interfere with or delay contract performance:

a. Failure to provide, within the time required or in a condition suitable for use, any Government property which the Government agreed to furnish;

b. Failure to provide access to Government premises on which work must be performed;

c. Issuing faulty specifications or Statements of Work that result in delaying the contractor; and

d. Unreasonably delaying Government approvals or consents that the contractor must obtain in order to commence or continue performance under the contract.

Project Officers, Work Assignment Managers, and Delivery Order Officers must be certain that they are not delaying contract performance by such action or inaction.

The basic duty of the contractor is to proceed diligently with performance of the contract. This basic duty comes to an end only when the contract is completed or terminated. (If termination is only partial, the contractor must diligently proceed with the portion not terminated.) Disagreements or disputes do not relieve the contractor of the duty to proceed during the appeal process.

The contractor's basic duty to proceed may only be excused by sufficiently gross and material breach of contract by the Government, or by impossibility of performance. Their duty to proceed may also be stopped or suspended by the Contracting Officer's issuance of a Stop Work Order or, under a cost reimbursement contract, by the Limitation of Cost or Limitation of Funds clauses when contract funds are depleted.

3. Role of the Contracting Officer

The contracting officer is the only person who has the authority to:

a. sign a contract

b. obligate funds[2]

c. issue work assignments[3]

d. modify any contract terms or conditions

e. terminate a contract

In the contract administration phase, the role of the Contracting Officer is to monitor the contractor's progress (with the assistance of the Project Officer), ensure that the contract's terms and conditions are being adhered to, and make any necessary contract modifications. He or she must also resolve all disputes that arise, request any necessary audits, negotiate equitable adjustments, and, if necessary, terminate the contract. Project Officers should use the Contracting Officer's knowledge and expertise whenever questions arise, and involve him or her to the fullest extent necessary.

Contract Specialist

This individual works for a Contracting Officer, processes all contract documents, and generally performs the same functions without signatory authority. Contract Specialists often work more closely on day to day, routine issues with Project Officers than does the Contracting Officer, who has the ultimate responsibility for the contracting process and performance on many contracts.

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[2] except Delivery Order Officers who have been issued a Contracting Officer's Warrant.

[3] unless such authority has been delegated to the Project Officer (or designee)

4. Contract Interpretation

The written terms of a contract govern, no matter what each party personally understands the agreement to be. The Contracting Officer is the only person, outside the courts or the Boards of Contract Appeals, who can or should interpret a contract on behalf of the Government. Project Officers should always defer to the Contracting Officer when called upon to interpret the meaning of any contract provision.

5. Acquisition Regulations

Contracting personnel have a wide variety of regulations and policies to follow. EPA contracting personnel and others who deal with contracts are governed by all of the following:

a. The Federal Acquisition Regulation (FAR) is a single common regulation for use by all executive agencies in their acquisition of supplies and services with appropriated funds.

The FAR System was developed in accordance with the requirements of the Office of Federal Procurement Policy Act of 1974, as amended by Public Law 96-83. The FAR was issued within applicable laws under the joint authorities of the Administrator of General Services, the Secretary of Defense, and the Administrator for the National Aeronautics and Space Administration, under the broad policy guidance of the Administrator for Federal Procurement Policy. The FAR is codified as Chapter 1 of Title 48 of the Code of Federal Regulations with an effective date of April 1, 1984.

b. The Environmental Protection Agency Acquisition Regulation (EPAAR) implements the FAR where further implementation is needed for EPA and supplements the FAR when coverage is needed for subject matter not covered in the FAR. The EPAAR is codified as Chapter 15 within Title 48 of the Federal Acquisition Regulations System. In addition, EPA has established acquisition policies and procedures that are disseminated through the EPA Contracts Management Manual and the Acquisition Handbook. The EPAAR generally is reserved for those items implementing and supplementing the FAR and for items of significant general interest which are pertinent to Government contractual relationships. The Acquisition Handbook is used for subjects of primary interest to acquisition personnel in addition to those items already contained in the FAR and EPAAR. The Contracts Management is reserved for subjects of particular interest to Project Officers and other program personnel involved in the acquisition process as well as acquisition personnel. It generally does not address contractual relationships.

B. Contract Types

Although the determination of contract type is the responsibility of the Contracting Officer, it is important that the drafter of the requirement understand the basic differences between the two contracts families (fixed-price and cost-reimbursement) and their relationships to the Statement of Work. The primary difference between these two families of contracts is that in the fixed-price arrangement the contractor is assuming the cost risk of performance, whereas in the cost-reimbursement contract the Government assumes the risk. Another important observation is that the fixed-price contract is utilized only when a definitive design or performance specification exists. However, cost-reimbursement contracts are to be utilized when definitive requirements do not exist, as in R&D, and the cost uncertainties of performance are high. Thus, if the drafter of the SOW desires to ensure performance within available dollars through the use of a fixed-price contract, a definitive Statement of Work would have to be developed. Remaining paragraphs describe contract types frequently utilized within EPA.

C. Firm Fixed-Price Contract (CLP type Contract)

1. The firm fixed-price contract provides for a price which is not subject to any adjustment by reason of the cost experience of the contractor in the performance of the contract. This type of contract, when appropriately utilized, places the maximum risk upon the contractor. Because the contractor assumes full responsibility, in the form of profits or losses, for all the costs under or over the firm fixed price, it has a maximum profit incentive for effective cost control in contract performance. Use of the firm fixed-price contract imposes a minimum administrative burden on the contracting parties.

2. The firm fixed-price contract is suitable for use in procurements when reasonably definite design or performance specifications are available and whenever fair and reasonable prices can be established at the outset.

APPENDIX G

SMALL BUSINESS SET-ASIDES AND 8(a) PROGRAM MEMORANDA

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Standard operating procedures, forms, letters, memoranda, reports, herein are examples only and are subject to change at any time, as directed by CLP management.

UNITED STATES ENVIRONMENTAL PROTECTION AGENCY
WASHINGTON, D.C. 20460

OFFICE OF
SOLID WASTE AND EMERGENCY RESPONSE

MEMORANDUM

SUBJECT: Initiation of Negotiation Activities for

FROM: Joan F. Fisk, National Organics Program Manager
Analytical Operations Branch
Hazardous Response Support Division

TO: Marian Bernd, Contracting Officer
Procurement and Contracts Management Division

is an 8(a) firm which has performed acceptably on the pre-award Performance Evaluation sample for

Please initiate the process with SBA through which EPA will be allowed to negotiate an 8(a) contract with

A PR will follow immediately for minimum funding plus 10% possible positive incentive at a sample price equivalent to the highest price expected to be paid to an awardee under ($1,059/sample).

cc: Gary Ward, AOB
Emile Boulos, AOB

UNITED STATES ENVIRONMENTAL PROTECTION AGENCY
WASHINGTON, D.C. 20460

OFFICE OF
SOLID WASTE AND EMERGENCY RESPONSE

MEMORANDUM

SUBJECT: Response to Cost Proposal on Solicitation No.
Organic Analysis

FROM: Emile I. Boulos, Project Officer
Analytical Operations Branch
Hazardous Site Evaluation Division

TO: Marian Bernd, Contracting Officer
Procurement and Contracts Management Division

an 8(a) firm, has performed acceptably on the pre-award performance evaluation samples for solicitation No. I have evaluated the data supporting costs (attached) and I believe that the proposed bid price per organics sample analysis of $1,050.00 is reasonable and acceptable. This price is equivalent to the highest price that EPA paid for small business IFB No.

cc: Joan Fisk

Data Supporting Costs

Basis 2400 Samples - 30 Month Duration

Direct Labor

Person	Rate $/Month	Person-Months	$
MGR	4,166.67	30	125,000
QA/QC Director	4,166.67	24	100,000
Organics Manager	3,500.00	30	105,000
Inorganics Manager	3,166.67	30	95,000
QA/QC	1,666.67	17	28,333
Document Control	1,666.67	47	78,334
Sample Control	1,666.67	47	78,334
GC Operators	2,166.67	93	201,500
GC/MS Operators	2,916.67	146	425,834
Sample Prep	1,375.00	140	192,500
TOTAL	2,367.28	604	1,429,835
Overhead %		Direct Labor	2,144,753

Other Direct Costs

Equipment Leasing	222,525
Supplies	523,513
Bank Debt Repayment/Equipment Purchases	239,500
TOTAL COST	4,560,126
Fee 10%	456,012
Cost + Fee	$5,016,138

% of Cost attributed to Laboratory Program - 50.4%

per Sample Cost = .504 x 5,016,138/2,400 = $1,053/Sample

Bid Price $1,050/Sample

Proposed Operating Level and Facilities
for
Solicitation No.

Month of Operation	Maximum Samples Delivered Per Month	Total	Facilities Number of GC	Facilities Number of GC/MS	Instrument Redundancy Requirements for:
					30 Samples per Month
1	15		2	2	Reliable service contract
2	25	100	2	2	is required to provide
3	30		2	2	immediate services as
4	30		2	2	needed at the time of contract award.
5	50		2	2	50-60 Samples per Month
6	50	180	2	2	.One (1) GC/MS/DS with
7	50		2	2	purge and trap device
8	50		2	2	.One (1) GC system are
9	60		2	2	required as a back up
10	60		2	2	systems to be in place
11	60	240	2	2	and operational within
12	60		2	2	(6) months from the date of contract award.
13	90		2	3	90-110 Samples per month
14	90	360	2	3	The contractor shall have
15	90		2	3	.One (1) GC/MS/DS with
16	90		2	3	purge and trap device.
17	90		2	3	.One GC available and
18	90	400	2	3	operational at any one
19	90		2	3	time as a back systems
20	90		2	3	within twelve (12) months
21	90		2	3	from the date of Contract
22	90	440	2	3	Award.
23	110		2	3	
24	110		2	3	
25	110		2	3	
26	110		2	3	
27	110		2	3	
28	110		2	3	
29	110	330	2	3	
30	110		2	3	

Emile Boulos, PO
Analytical Operations Branch

APPENDIX H

PRE-AWARD AUDIT REPORT/RECOMMENDATIONS

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Standard operating procedures, forms, letters, memoranda, reports, herein are examples only and are subject to change at any time, as directed by CLP management.

PRE-AWARD AUDIT REPORT/RECOMMENDATIONS

Project Officer _____

Solitation Number(s) _____

Laboratory Name _____
Address _____
_____
Contact _____
Phone Number _____

Date of Laboratory Audit 2/04/88

Results of Performance Evaluation Sample Analysis:
Score 742 out of 1000points
Discussion:

SEE EMSL/LV Sample Data Report

Discussion of Laboratory audit:

SEE EMSL/LV Lockheed Audit Report

Discussion of Security Audit:

SEE NEIC/Techlaw Audit Report

Recommendations of Project Officer concerning contract award:

Number of bid lots: None
Discussion:
SEE ATTACHMENT

Additional Comments: (use additional sheet if necessary)

ATTACHMENT I

I recommend no contract award be made to laboratories because they do not meet the technical requirements as specified in IFB No. has deficiency in two areas.

1. Instrumentation:

IFB states that, the contractor shall be required to have two (2) operational GC/MS/DS as a minimum instruments committed to the contract and one (1) GC/MS/DS as a back-up instrument within six (6) months from the date of contract award. had only one (1) GC/MS/DS instrument at the time of the pre-award on-site laboratory evaluation.

Despite the fact that the Division Director Mr. has provided the contracting specialist with a purchase order for two more instruments that will be in place when contract is awarded. I have evaluated on the existing technical capability of the laboratories at the time of evaluation not on future planning which conforms with the IFB requirements.

2. Technical Staff:

IFB states that the contractor must have an organization with well-defined responsibilities for each individual in the management system to ensure sufficient resources for EPA Contract (s) and to maintain a successful operation. To establish this capability, the contractor shall designate personnel to carry out the following responsibilities for the EPA contract.

1. had personnel deficiencies in two laboratories

A. Sample preparation's laboratory: No personnel assigned to this area according to the organization chart.

B. GC/MS laboratory: Only one (1) person assigned to this area who has a number of other responsibilities, (lab supervisor, GC/MS operator, GC/MS mass spectral interpretation and Project Manager for EPA contract).

Conclusion:

According to the contract specifications and as I have discussed with the laboratories management, did not demonstrate the technical capability to carry out the responsibility for EPA contract at this time for two specific reasons:

1. Insufficient number of instruments: needs (2) more GC/MS/DS

2. Insufficient number of technical personnel: needs one (1) person as a sample preparation supervisor.

   Two (2) persons as GC/MS operators.

Project Officer
Analytical Operations Branch
Hazardous Site Evaluation Division

PREAWARD PERFORMANCE EVALUATION SAMPLE DATA SCORING

Laboratory #15

IFB Full Organics Date 5-12-87

SUMMARY:

I.	Identification	150 points for water	150 points for soil		
a.	Total number of I pts. deducted	78.5	67.9		
				Water	Soil
b.	pts. awarded for I			71.5	82.1
II.	Quantification				
a.	Total number of II pts deducted	0	70.3		
b.	pts. awarded for II			150	79.7
	Total points awarded for I and II, water and soil			383	out of 600 pts.
III.	Quality Control	300 pts.			
a.	Total number of III-pts. deducted	16.0			
b.	pts. awarded for III			284	out of 300 pts
IV.	Reporting/Deliverables	100 pts.			
a.	Total number of IV pts. deducted	25			
b.	pts. awarded for IV			75	out of 100 pts
V.	Score				
a.	Total number of I, II, III, and IV pts. awarded			742	out of 1000 pts.
b.	Total pts. awarded			742	out of 1000 pts
VI.	Number of days late			0	

IMPORTANT: 1) Points deducted will not exceed the maximum possible number of points.

I. Identification (150 points for water sample; 150 points for soil samples.

NOTE: If a Pest/PCBs compound is detected and not confirmed, the compound will be considered not identified and points will be deducted.

	Water	Soil
A. Target Compound List (TCL) identification (Water Sample = 100 pts. max.; Soil Sample = 100 pts. max.).		
Number of compounds not identified (2/2) X 100 pts. (Number of compounds in study (32/32)/10 = (62.5/62.5) pts. ded.	62.5	62.5
B. TCL false positives (Water Sample = 30 pts. max.; Soil Sample = 30 pts. max.)		
Number of TCL false positives (4/0) X 3 points = (12/0) points deducted	12	0
C. Tentatively Identified Compounds (TIC) identification (Water Sample = 10 pts. max.; Soil Sample = 10 pts. max.)		
Number of compounds not identified (4/2) X 10 pts. Number of compounds in study (20/14) = (2/1.4) pts. ded.	2	1.4
D. TIC false positives (Water Sample = 10 pts. max.; Soil Sample = 10 pts. max.)		
Number of TIC false positives (2/4) X 1 point = (2/4) points deducted	2	4
Total number of I pts. deducted	78.5	67.9

II. Quantification of the TCL (150 points for water sample; 150 points for soil sample)

	Water	Soil
A. TCL quantification include VOA, Semi-VOA, and Pesticides (Water Sample = 150 pts. max.; Soil Sample = 150 pts. max.)		
Number of compounds not within criteria (0/3) x 150 pts Number of compounds in study (32/32)/5 = (0/70.3) pts. ded.	0	70.3
Total number of II pts deducted	0	70.3

III. Quality Control (300 points)

A. Instrument Quality Control (150 points)

Number of pts deducted

1. Tuning (50 points)

a. DFTPP (25 pts. max.)

1. For any DFTPP performance tune analyzed separately or as part of the calibration standard with any critical ions abundance ratios outside criteria deduct a maximum of 25 points. (Critical key ions are: 68, 70, 197, 198, 199, 441, 442, 443, and 365). 0

2. For any DFTPP performance tune analyzed separately or as part of the calibration standard with any non-critical ions abundance ratios outside criteria deduct 2 pts. for each to a maximum of 25 pts. (Non-critical key ions are: 51, 127, and 275.) 0

3. Failure to perform a DFTPP tune at the required 12-hour frequency, deduct a maximum of 25 points. 0

b. BFB (25 pts. max.)

1. For any BFB performance tune analyzed separately or added to reagent water with any critical ions abundance ratios outside criteria deduct a maximum of 25 points. (Critical key ions are: 95, 96, 174, 175 176, 177.) 0

2. For any BFB performance tune analyzed separately or added to reagent water with any non-critical ions abundance ratios outside criteria deduct 2 points for each to a maximum of 25 points. (Non-critical key ions are: 50, 75, 173.) 0

3. Failure to perform a BFB tune at the 12-hour frequency, deduct a maximum of 25 pts. 0

Initial Calibration (50 points)

a. For initial calibration data for VOA or Semi-VOA with System Performance Check Compound (SPCC) average relative response factor (RRF) less than 0.300 for VOA fraction (less than 0.250 for Bromoform) or less than 0.050 for Semi-VOA fraction, (15 pts. max.)

compounds not within criteria, both fractions (0)
Total number of compounds, include both fractions (14)
X 15 pts = (0) pts. ded. 0

Number of
pts deducted

b. For initial calibration data for VOA or Semi-VOA with Calibration Check Compound (CCC) percent relative standard deviation greater than 30%, (20 pts. max.)

compounds not within criteria, both fractions (0)
Total number of compounds, include both fractions (25)
X 20 pts. = (0) pts. ded. 0

c. 72-hour Calibration Requirements for GC/EC (15 pts. max.)

1. If the retention time of 4,4'-DDT is not ≥ 12 minutes on packed GC columns

Number of items not within criteria (0) x 15 pts.
Total number of items required (9)
= (0) pts ded. 0

2. If the linearity of Aldrin, Endrin, or Dibutylchlorendate in Evaluation Mixtures A, B, and C exceeds a 10% relative standard deviation (% RSD).

Number of items not within criteria (0) x 15 pts.
Total number of items required (3)
= (0) pts ded. 0

3. If the percent breakdown for Endrin,4,4'-DDT or the combined peaks % breakdown exceeds 20% in Evaluation Mix B.

Number of items not within criteria (0) x 15 pts.
Total number of items required (1)
= (0) pts ded. 0

4. If the retention time shift for Dibutylchlorendate exceeds a 2% difference for packed GC columns (0.3% difference for capillary column) between the initial standard (Evaluation Mix A) and Evaluation Mixtures B and C, individual standards Mixtures A and B and all multiresponse pesticide/PCBs analyzed during the 72-hour period.

Number of items not within criteria (0) x 15 pts.
Total number of items required (9)
= (0) pts ded. 0

	Number of Pts. Deducted
5. If the pesticide standards are not analyzed in the proper sequence, deduct 15 points.	0
d. Failure to perform initial calibration will result in the deduction of all the Quality Control points, which equals 300.	0

3. Continuing Calibration (50 points)

a. For continuing calibration data for VOA or Semi-VOA with System Performance Check Compound (SPCC) average relative response factor (RRF) less than 0.300 for VOA fraction (less than 0.250 for Bromoform) or less than 0.050 for Semi-VOA fraction, (15 pts. max.)

compounds not within criteria, both fractions (1)
Total number of compounds, include both fractions (14)
X 15 pts. = (1.0) pts. ded. — 1.0

b. For continuing calibration data for VOA or Semi-VOA with Calibration Check Compound (CCC) percent relative standard deviation greater than 25% (20 pts. max.)

compounds not within criteria, both fractions (0)
Total number of compounds, include both fractions (25)
X 20 pts. = (0) pts. ded. — 0

c. 72-hour Calibration Requirements for GC/EC (15 pts. max.)

1. If the retention time of 4,4'-DDT is not $\geq$ 12 minutes on packed GC columns

Number of items not within criteria (0)
Total number of items required (6)
X 15 pts. = (0) pts. deducted. — 0

	Number of Pts. Deducted
2. If the percent breakdown for Endrin, 4,4'-DDT or the combined peaks % breakdown exceeds 20% in Evaluation Mix B. Number of items not within criteria (0) X 15 pts. Total number of items required (2) = (0) pts. ded.	0
d. Failure to perform continuing calibration will result in the deduction of all the continuing calibration points, which equals 50 points.	0

B. Sample/Method Quality Control (150 points)

1. Surrogate Spike recovery (60 points) NOTE: Do not include Method Blanks.

a. VOA (30 pts. max.) Number of surrogate compounds not within criteria (0) Total number of VOA surrogate compounds (12). X 30 pts. = (0) pts. deducted	0
b. Semi-VOA (30 pts. max.) Number of surrogate compounds not within criteria (0) Total number of Semi-VOA surrogate compounds (24). X 30 pts = (0) pts. deducted.	0
c. Points will not be evaluated for Pesticide/PCBs surrogate compound.	0

2. Method Blank Analyses (75 points)

Failure to perform the method blank analysis for any of the fractions will result in the deduction of 75 points.

a. VOA surrogate recovery (15 pts. max.) Number of surrogate compounds not within criteria (0) Total number of VOA surrogate compounds (6) X 15 pts. = (0) pts. deducted.	0
b. VOA method blank contamination (15 pts. max.). If one or more TCL compounds are detected in the method blank above the contract required quantitation limit (5X the CRQL for methylene chloride, acetone, toluene, and 2-butanone) deduct the maximum points, 15.	0

	Number of Pts. Deducted
c. Semi-VOA surrogate recovery (15 pts. max.)	
Number of surrogate compounds not within criteria (0) / Total number of Semi-VOA surrogate compounds (12) X 15 pts. = (0) pts. deducted	0
d. Semi-VOA method blank contamination (15 pts. max.) If one or more TCL compounds are detected in the method blank above the contract quantitation limit (5 X the CRQL for phthalate esters) deduct the maximum points, 15.	0
e. Pesticide/PCBs method blank contamination (15 pts. max.)	
If one or more TCL compounds are detected in the method blank above the contract required quantitation limit deduct the maximum points, 15.	15
3. Matrix Spike/Matrix Spike Duplicate (15 points)	
a. Utilization of the wrong spiking concentration in one or more of the fractions will result in the deduction of 15 points.	NA
b. Failure to perform matrix spike or matrix spike duplicate analysis will result in the deduction of 15 points.	NA
Total number of III pts. deducted	16.0
IV. Reporting and Deliverables (100 points)	
A. BFB and DFTPP (12.5 points max for BFB and 12.5 points max for DFTPP)	
1. Mass listing and bar graph output submitted for each instrument and for every 12-hour period samples were analyzed. Deduct 12.5 points for any BFB violation and 12.5 pts for any DFTPP violation	0
B. RICs, Chromatograms, quantitation reports, and system print-outs (25 pts. max.)	
1. Deduct 25 points if any of the required deliverables are not submitted in accordance with the statement of work.	0
C. Mass spectra (25 pts. max.)	
1. Deduct 25 points if any of the required deliverables are not submitted in accordance with the Statement of Work.	0

	Number of Pts. Deducted
D. Contractual Forms (25 pts. max.)	
1. Deduct 25 points if any of the required deliverables are not submitted in accordance with the Statement of Work.	25
Total number of IV pts. deducted	25

UNITED STATES ENVIRONMENTAL PROTECTION AGENCY
WASHINGTON, D.C. 20460

OFFICE OF
SOLID WASTE AND EMERGENCY RESPONSE

SUBJECT: On-Site Laboratory Evaluation Report

FROM: Jimmie D. Petty
Chief, Quality Assurance Research Branch
Quality Assurance and Methods
Development Division

TO: Joan Fisk
OERR, WH-548A

Attached is the preaward organic analysis on-site laboratory evaluation report for
The evaluation was conducted on December 9, 1987.

Please contact me at FTS 545-2381 if additional information is needed.

Attachment

cc: w/attachment
John Tilstra, DPO, Region 8

Lockheed Engineering and Management Services Company

Environmental Programs Office
1050 E. Flamingo Road, Suite 120, Las Vegas, Nevada 89119

June 15, 1988

United States Environmental
Protection Agency
P.O. Box 93478
Las Vegas, NV 89193-3478

ATTENTION: DR. J. D. PETTY

SUBJECT: ROUTINE ORGANIC ON-SITE LABORATORY EVALUATION REPORT OF ON MAY 25, 1988.

Dear Dr. Petty:

The routine Organic On-Site Evaluation of has been completed. The following items must be given attention in order to improve data integrity:

CONTRACTUAL ITEMS

1) Some of the laboratory personnel lack the appropriate education background for this project.

2) The laboratory dose not generate alumina equivalency data. The equivalency data will need to be generated and available for on-site inspection according to exhibit D, pg15, section 1.5.8.

3) The laboratory needs to finalize all SOPs and add all items that are outlined in exhibit E, section II, QA/QC Standard Operating Procedures.

NONCONTRACTUAL ITEMS

1) The supervisors need to consistently examine and review all documentation. They must sign and date these reviews and make appppropriate comments on the maintenance of the documents.

2) The benches used by the laboratory are made of wood. These benches are temporary and will be replaced during their present construction phase. This could cause contamination of samples.

3) The flow in the laboratory hoods need to be checked periodically and recorded.

4) a. The laboratory needs to insure that all balances are checked each year by a certified technician and that the certification tags are on these balances.
   b. Daily or before each weighing session the laboratory needs to use routine weights (calibrated against class S weights) to check the balances operations.

5) The laboratory should maintain a logbook of lot numbers of solvents. This would be helpful if contamination of a lot was detected.

6) The laboratory needs to insure that all instruments are properly vented or appropriately traped.

The Project Officer/Deputy Project Officer need to determine if the laboratory has properly identified all posible problems with their analysis of the QB samples. It appears as if all semivolatiles concentrations are 1/2 of what they should be. If the laboratory has identified all their problems then their QB 3 values should be in the Confidence Intervals.

Details of the above items may be found in the text of this report.

An evidentiary audit was conducted simultaneously by the Contract Evidence Audit Team (CEAT) Techlaw. Their findings will be provided in a separate report.

Very truly yours,

David C. Pudvah

David C. Pudvah
Scientific Supervisor
Organic Laboratory Performance
Monitoring Section

cc: QA 6-147
J.O. 70.02

Laboratory:

Address:

City: State: Telephone:

Type of Evaluation: Routine On-Site Evaluation for Organic Analysis

Date of Evaluation: May 25, 1988

Contract Number: Solicitation #

Contract Title: Chemical Analytical Services for Organics

Personnel Contacted:

Name	Title:

Laboratory Evaluation Team:

Name	Title:
David C. Pudvah	Scientific Supervisor, LEMSCO
Carol Wood	Deputy Project Officer, USEPA Region 1
Elio Goffi	Chemist, USEPA Region 1
Keith Wegner	Staff Consultant, TECHLAW
Chris Flanagan	Staff Associate, TECHLAW

Summary of Laboratory Evaluation

Procedural Changes the Laboratory Should Implement

The following comments refer to the deficiencies noted in the Laboratory Evaluation Checklist (Attachment 1)

CONTRACTUAL ITEMS

1) Some of the laboratory personnel lack the appropriate education background for this project.

2) The laboratory dose not generate alumina equivalency data. The equivalency data will need to be generated and available for on-site inspection according to exhibit D, pg15, section 1.5.8.

3) The laboratory needs to finalize all SOPs and add all items that are outlined in exhibit E, section II, QA/QC Standard Operating Procedures.

NONCONTRACTUAL ITEMS

1) The supervisors need to consistently examine and review all documentation. They must sign and date these reviews and make apppropriate comments on the maintenance of the documents.

2) The benches used by the laboratory are made of wood. These benches are temporary and will be replaced during their present construction phase. This could cause contamination of samples.

3) The flow in the laboratory hoods need to be checked periodically and recorded.

4) a. The laboratory needs to insure that all balances are checked each year by a certified technician and that the certification tags are on these balances.
   b. Daily or before each weighing session the laboratory needs to use routine weights (calibrated against class S weights) to check the balances operations.

5) The laboratory should maintain a logbook of lot numbers of solvents. This would be helpful if contamination of a lot was detected.

6) The laboratory needs to insure that all instruments are properly vented or appropriately traped.

B. Review of Quarterly Blind Performance Evaluation Samples (QB)

The Results of QB 1, QB 2, and QB 2 remedial were discussed with the laboratory personnel:

QB 1 FY88: The final score was 65.9 percent. The majority of points lost were due to analytical problems in the semivolatile analysis. The laboratory had 1 TCL not identified, 1 TCL misquantified, and 3 TIC contaminants. It apppears as though the lab had identification problems (incorrect RTs) and mass spectral interpretation problems.

QB 2 FY88: The final score was 39.5 percent. The majority of points lost were due to misquantification (all values were on the low side) for the semivolatile analysis. The laboratory had zero TCL not identified, 13 TCL misquantified and 1 TCL contaminant. It also had zero non-TCL not identified and 1 non-TCL contaminant. It appears that the lab had problems with quantification. All the "hits" are below the CI.

QB 2 FY88 REMEDIAL| The final score was 83.4 percent. The cofidence intervals for the remedial QB are set at -50 and +100 percent of the target value. The majority of points were lost on the low quantification of the semivolatile "hits". The laboratory had 1 TCL not identified, 5 TCL misquantdified, and 1 TCL contaminant. It also had zero TIC misidentified and zero TIC contaminants.

C. Review of Magnetic Tape(s):

A magnetic tape review was not available at the time of this on-site labortory evaluation.

D. Review of Data Audit Report

The following comments refer to the Summary/Conclusion section of the data audit report for Case 8447 (Attachment 2).

Report Item No.	Comments	Action*
Minor defects:		
m1 - m6	These comments outline reporting errors in the laboratory's data. These were all minor in nature. The laboratory was refered to the contract references for the corrections to these defects.	1

Report Item No.	Comments	Action*
Major defects		
M1	Samples analyzed outside the holding times need to be identified to EPA. The Project Officer, Region, and SMO should be contacted when samples will exceed holding times.	3
M2	Samples should be reanalyzed when internal standards are outside the limits for EICP area counts.	3
M3	The RT shift for DBC could not be determined by the laboratory. The DBC was diluted out.	1
M4	The %D for pesticide calibration factors on quantitation and confirmation column were above contract criteria. This would effect the quantification of the pesticides if "hits" were present	3
M5	Incorrect quantification ion were used. The laboratory should use the contract required or document why different ions were used in the narrative.	1
M6	Response factor for Bromoform did not meet criteria. Analysis should have stopped and the instruments recalibrated.	3
M7	The % breakdown for endrin exceeded the 20% criteria. Analysis should have stopped and the instruments recalibrated.	3
M8	The matrix spike compounds were not utilized at the correct concentration.	3
M9	Sample EQ928 should have been reanalyzed because two surrogates were out side criteria.	3
Major (usability)		
M**1 - M**6	All of these defects address the linearity and stability of their analytical systems. There are many compounds for VOA and Semi-VOA That appear to be out of control.	3

E. Review of Regional Data Audit Report

A regional data audit was not discussed during this on-site due to the lengthy discussion on the QB scores.

F. Review of Contract Compliance Screening (CCS)

The results of the CCS for Case 8447 were reviewed with the laboratory management.

G. Contractual Issues to be Resolved by the Project Officer/Deputy Project Officer (PO/DPO):

The Project Officer/Deputy Project Officer need to determine if the laboratory has properly identified all posible problems with their analysis of the QB samples. It appears as if all semivolatiles concentrations are 1/2 of what they should be. If the laboratory has identified all their problems then their QB 3 values should be in the Confidence Intervals.

* = 1. No action required
2. Resubmission Required
3. Action Required by Project Officer

Attachment 1

Laboratory Evaluation Checklist

I. Organization and Personnel (page 1 of 2)

ITEM	Q*	UNQ	COMMENT
Laboratory or Project Manager (individual) responsible for overall technical effort) Name: Requires BS chemistry/physical science + 3 yrs lab experience including 1 year as a supervisor. (Preaward Appendix B-12)	X		
GC/MS Operator Name: Name: Requires BS chemistry/physical science + 1 yr GC/MS/DS experience OR 3 yrs GC/MS/DS experience. (Preaward Appendix B-12)	X	X	VOA_X_ SVOA___ VOA___ SVOA_X_ posses a BA in Chemistry /Biology.
GC/MS Spectral Interpretation Specialist Name: Name: Requires BS in chemistry/physical science + a training course in mass spectral interpretation + 2 yrs experience (Preaward Appendix B-12)		X X	Both lack a mass spectral training interperation course. posses a BS in Animal Science.
GC Laboratory Supervisor Name: Requires BS chemistry/physical science + 3 yrs lab experience, including 1 year as a supervisor. (Preaward Appendix B-13)	X		
Pesticide Residue Analyst Specialist Name: Requires BS in chemistry/physical science + 2 years experience in operating/maintaining GC and interpreting chromatograms. (Appendix B-13)			No resume Provided

Q - indicates the individual is qualified for this position.
UNQ - indicates the individual lacks the minimum qualifications for the position.

I. Organization and Personnel (page 2 of 2)

ITEM	Q	UNQ	COMMENT
Sample Preparation Laboratory Supervisor Name: Requires BS chemistry/physical science + 3 yrs lab experience, including 1 year as a supervisor. (Preaward Appendix B-13)		X	Lacks 1 year of supervisor experience
Extraction Concentration Specialist Name: Requires High School diploma and a knowledge of general chemistry.(Preaward Appendix B-14)	X		
	YES	NO	
Is the sample custodian designated? If yes, name of sample custodian. Name:	X		
Was the Quality Assurance Officer Available during the evaluation? Name:	X		
Does the Laboratory Quality Assurance Officer report to senior management levels?	X		
Do personnel assigned to this project have the appropriate educational background to successfully accomplish the objectives of the program?		X	See comment 1
Is the organization adequately staffed to meet project commitments in a timely manner?	X		
Were all key personnel available? If not, list those not available. _____	X		

ditional Comments:

1) Some of the laboratory personnel lack the appropriate education background for this project.

II. Sample Receipt and Storage Area (page 1 of 2)

ITEM	YES	NO	COMMENT
Are written Standard Operating Procedures (SOPs) developed for receipt and storage of samples?	X		
Is the appropriate portion of the SOP available to the sample custodian at the sample receipt/storage area?	X		
Are the sample shipping containers opened in a manner which prevents possible laboratory contamination?	X		
Are samples that require preservation stored in such a way as to maintain their preservation? VOA-Exhibit D, Pg. VOA D-4, Part A, Sec. 1.1 SVOA-Exhibit D, Pg. SV D-4, Part A, Sec. 1.1 Pest-Exhibit D, Pg. Pest D-4, Part A, Sec. 1.1	 X X X		
Are volatile samples stored separately from semivolatile samples?	X		
Are VOA holding blanks utilized at a frequency consistent with IFB requirements and is the data maintained for on-site inspection? VOA-Exhibit D, Pg. VOA D-14, Sec. 2.2 Attach a copy of the VOA holding blank results to this report.	X		
Are adequate facilities provided for storage of samples, including cold storage?	X		
Is the temperature of the cold storage recorded daily in a logbook?	X		
Are temperature excursions noted and appropriate actions taken when required?	X		
Are corrective action SOP's posted on the cold storage units?		X	See comment 2

II. Sample Receipt and Storage Area (page 2 of 2)

ITEM	YES	NO	COMMENT
Are the sample receipt/storage and temperature logbooks completed in a manner consistent with the laboratory's SOP?	X		
Has the supervisor of the individual maintaining the document(s) personally examined and reviewed the document(s) periodically, and signed his/her name therein, together with the date and appropriate comments as to whether or not document(s) are being maintained in an appropriate manner?		X	See comment 3

Additional Comments:

2) The laboratory needs to add a section to their SOPs stating the appropriate actions to be taken when temperature excursions occure in the cold storage units.

3) The supervisors need to consistently examine and review all documentation. They must sign and date these reviews and make apppropriate comments on the maintenance of the documents.

III. Sample Preparation Area (page 1 of 5)

When touring the facilities, give special attention to: (a) the overall appearance of organization and neatness, (b) the proper maintenance of facilities and instrumentation, (c) the general adequacy of the facilities to accomplish the required work.

ITEM	YES	NO	COMMENT
Is the laboratory maintained in a clean and organized manner?	X		
Does the laboratory appear to have adequate workspace (6 linear feet of unencumbered bench space per analyst?)	X		
Are laboratory benches made of suitable impervious materials or are they covered with absorbent materials?		X	See comment 4
Are contamination-free areas provided for trace level analytical work? (Confirm by blank data)	X		
Are contamination-free work areas provided for the handling of toxic materials (eg. glove box)? (Confirm by blank data.)	X		
Are exhaust hoods provided to allow contamination-free work with volatile materials? (Confirm by blank data)	X		
Is the flow of the hoods periodically checked and recorded in accordance with GLP? (i.e., once per quarter)			The laboratory was informed that the hoods need to be checked periodically.
Does the laboratory have a back up sonicator?	X		
Are appropriate tips or horns available and free of erosion? (Reference: SV D-13,15 PEST D-16,18)	X		
Manufacturer and Model Number of sonicator: Tekmar			

III. Sample Preparation Area (page 2 of 5)

ITEM	YES	NO	COMMENT
Can the laboratory supervisor document that organic-free water is available for preparation of standards and blanks? (Method blank data must be available for confirmation of this.)	X		
Is the analytical balance located away from draft and areas subject to rapid temperature changes?	X		
Has the balance been calibrated and checked within one year by a certified technician?		X	See comment 5
Are the balance(s) checked daily or before each weighing session with the appropriate range of weights and the results recorded? Are the routine weights calibrated against class S weights at least once per month and the results recorded in a permanent notebook?		X	See comment 5
Are solvent storage cabinets vented or located in such a way as to prevent possible laboratory contamination? (Confirm by method blank data.)	X		
Are reagent grade or higher purity chemicals used to prepare standards?	X		
Are analytical reagents dated upon receipt? (Reference:Exhibit E, page E-6)		X	See comment 6
Are reagent inventories maintained on a first-in, first-out basis? (Reference:Exhibit E, page E-6)		X	See comment 6
Is the purity of the analytical reagents verified before use? (Confirm by reagent blank data)	X		

III. Sample Preparation Area (page 3 of 5)

ITEM	YES	NO	COMMENT
Are spiking /calibration standards preparation and tracking logbook(s) maintained for:			
Base-neutral/acids (Exhibit E, Pg 8, Sec. 8) (Exhibit D, Pg SV D-6, Sec. 4.7)	X		
Pesticides (Exhibit E, Pg 8, Sec. 8) (Exhibit D, Pg Pest D-8, Sec. 4.7)	X		
Volatiles (Exhibit E, Pg 8, Sec. 8) (Exhibit D, Pg VOA D-18, Sec. 4.6)	X		
Are the primary standards traceable to EPA reference standards for: (Exhibit E, Pg 6, Sec. 5.1.3)			
Base-neutral/acids (Exhibit D, Pg SV D-26, Sec. 3.2)	X		
Pesticides (Exhibit D, Pg Pest D-32, Sec. 4.2.1)	X		
Volatiles (Exhibit D, Pg VOA D-17, Sec. 4.4)	X		
Does the laboratory have an SOP for standards traceability?		X	See comment 7
Are fresh analytical standards prepared at a frequency consistent with IFB requirements for:			
Base-neutral/acids (stock solutions - 12 months) (Exhibit D, Pg SV D-31, Sec. 3.2)	X		
Pesticides (stock solutions - 12 months) (Exhibit D, Pg Pest D-32, Sec. 4.2.2)	X		
Volatiles (gasses - 2 mo., others 6 mo.) (Exhibit D, Pg VOA D-18, Sec. 4.4.5)	X		
Are reference materials properly labeled with concentrations, date of preparation, and the identity of the person preparing the sample and/or is a traceable reference code number used?	X		

III. Sample Preparation Area (page 4 of 5)

ITEM	YES	NO	COMMENT
Do the analysts record bench data in a neat and accurate manner?	X		
Are the sample preparation and temperature logbooks completed in a manner consistent with GLP?	X		
Has the supervisor of the individual maintaining the document(s) personally examined and reviewed the document(s) periodically, and signed his/her name therein, together with the date and appropriate comments as to whether or not document(s) are being maintained in an appropriate manner?		X	See comment 3
Are standards stored separately from sample extracts?	X		
Are volatile and semi-volatile solutions properly segregated?	X		
Is the appropriate portion of the SOP available to the analyst at the sample preparation area?		X	See comment 7
Is the SOP for glassware posted at the cleaning station?	X		
Is the temperature of the refrigerator/freezers recorded daily?	X		
Are temperature excursions noted and appropriate actions taken when required?	X		
Are corrective action SOP's posted on the cold storage units?		X	See comment 2

III. Sample Preparation Area (page 5 of 5)

ITEM	YES	NO	COMMENT
Does the laboratory utilize Gel Permeation Chromatography (GPC) for sample extract cleanup?	X		
If so, are injection and preventative maintenance logs maintained in a manner consistent with GLP?			
Manufacturer/ Model / Calibration Method			
Waters /712WISP/ UV fixed 254			

Additional Comments:

4) The benches used by the laboratory are made of wood. These benches are temporary and will be replaced during their present construction phase.

) a. The laboratory needs to insure that all balances are checked each year by a certified technician and that the certification tags are on these balances.
b. Daily or before each weighing session the laboratory needs to use routine weights (calibrated against class S weights) to check the balances operations.

6) The laboratory receives a weekly supply of solvents and does not keep an inventory. The laboratory does not maintain a record of lot numbers.

7) The laboratory needs to develop a SOP that documents their analytical standards traceability procedures and outline the methods used to prepare these standards.

IV. Sample Analysis Instrumentation (Page 1 of 6)

A. GC/MS Instrumentation

Lab ID #	Manufacturer	Model	Software/ Revision	Date Installed	Purge_and_Trap Manuf.	Purge_and_Trap Lab ID #	Purge_and_Trap Date Installed
D	Hewlett-Packard	5970	RTE-6 E.02	-	Tekmar	D	10-86
Extr 1	Extrel	EQL400	REV 7.5	5/84			

IV. Sample Analysis Instrumentation (Page 2 of 6) GC/MS area

ITEM	YES	NO	COMMENT
Are manufacturer's operating manuals readily available to the operator?	X		
Does the laboratory purchase a service contract for instruments used for the CLP?	X		The HP is on service contract. Extrel is serviced in house.
Are extensive in-house replacement parts available?	X		
Does the laboratory perform regular preventive maintenance on the instruments used for the CLP? Is a prepared schedule for maintenance of the instruments available for inspection?	X		
Is a permanent service record maintained in a logbook?	X		
Is the instrument properly vented or are appropriate traps in place?		X	The Extrel is not properly traped.
Is raw data being archived properly (i.e. magnetic tape storage)?	X		
Is a log of the contents of the raw data magnetic tapes available?	X		
Does the laboratory have the necessary equipment to perform heated purge and trap analysis on low level soil samples?	X		
Can the laboratory document the use of three separate calibration curves for volatile sample analysis? (water, low soil, medium soil) Exhibit D, Pg. VOA D-19, sec. 5.3	X		

IV. Sample Analysis Instrumentation (Page 3 of 6) GC/MS Area

ITEM	YES	NO	COMMENT
Does the laboratory maintain quality control charts, available to the instrument operator, to monitor long term performance of the GC/MS? EICP areas of VOA internal standards Retention time of VOA internal standards EICP areas of SVOA internal standards Retention time of SVOA internal standards Note, while this is no longer contractually required, it is part of GLP.	X		See comment 8
Can the instrument operator demonstrate, using the instrument run log, that corrective actions have been taken when required (e.g., reruns)?	X		

Additional Comments:

8) The laboratory retains all the QA/QC information in logbooks but does not utilize this informatiion to monitor longterm performance.

IV. Sample Analysis Instrumentation (page 4 of 6)

B. GC Instrumentation

Lab ID #	Manufacturer Model	Detector Types	Date Installed	Data System Manuf. Model	Data System Date Installed
GC01	HP 5890A	ECD	1987	HP-LAS	2/88
GC03	HP 5880A	duel ECD	1986	HP-LAS	2/88
GC06	HP 5890	Hall	1988	HP-LAS	2/88
GC10	HP 5890	Hall	1987	HP-LAS	2/88
GC12	HP 5840	ECD	1983	HP-LAS	2/88

IV. Sample Analysis Instrumentation (Page 5 of 6) GC Area

ITEM	YES	NO	COMMENT
Are manufacturer's operating manuals readily available to the operator?	X		
Does the laboratory purchase a service contract for instruments used for the CLP?		X	In-house service is used for the instruments.
Are extensive in-house replacement parts available?	X		
Does the laboratory perform regular preventive maintenance on the instruments used for the CLP? Is a prepared schedule available for inspection?	X		
Is a permanent service record maintained in a logbook?	X		
Is the instrument properly vented or are appropriate traps in place?	X		
Are Aroclor 1221 and 1232 standards run at least once per month and the data maintained for on site inspection? (Exhibit E, Pg 55, Section 4.4.4.2)	X		
Are data generated by the Alumina Equivalency Check available for on-site inspection? If yes, following criteria must be met: (Exhibit D, Pg15, Section 1.5.8) Has the laboratory analyzed a diluted tribromophenol standard to verify its retention time and noted its absence on the alumina equivalency GC chromatograms? Is the percent recovery of all single component pesticides greater or equal to 80% except for endosulfan sulfate which must be greater than or equal to 60% and endrin aldehyde which should not be recovered?		X	See comment 9

IV. Sample Analysis Instrumentation (Page 6 of 6) GC Area

c. Additional Comments

9) The laboratory dose not generate alumina equivalency data. The equivalency data will need to be generated and available for on-site inspection according to exhibit D, pg15, section 1.5.8.

V. Data Handling and Review

ITEM	YES	NO	COMMENT
Are data calculations spot-checked by a second person?	X		
Do records indicate that appropriate corrective action has been taken when analytical results fail to meet QC criteria?	X		
Are computer programs validated before use?		X	
Do supervisory personnel review the data and QC results?	X		

c. Additional Comments

10) Presently the laboratory does not use in house writen computer programs. However, the public domain disc deliverable software is used to report the laboratory's data.

VI. Quality Control Manual Checklist

ITEM	YES	NO	COMMENT
Can the Quality Assurance Officer document the analysis of blind laboratory QA samples?		X	See comment 11
Does the laboratory maintain a project specific Quality Control Manual?	X		
Are outdated portions of the QC Manual properly archived?	X		
Does the manual address the important elements of a QC program, including the following?			
a. Personnel?	X		
b. Facilities and equipment?		X	See comment 12
c. Operation of Instruments?	X		
d. Documentation of procedures?	X		
e. Preventive Maintenance?		X	See comment 12
f. Reliability of Data?	X		
g. Data validation?	X		
h. Feedback and corrective action?		X	See comment 12

i. Additional Comments

11) The laboratory has documentation on QA samples, but not on blind QA samples.

12) The laboratory needs to finalize all SOPs and add all items that are outlined in exhibit E, section II, QA/QC Standard Operating Procedures.

VII. Summary

B. Summary Checklist

ITEM	YES	NO	COMMENT
Do responses to the evaluator indicate that project and supervisory personnel are aware of QA/QC and its applications to the project?	X		
Do project and supervisory personnel place positive emphasis on QA/QC?	X		
Have responses with respect to QA/QC aspects of the project been open and direct?	X		
Has a cooperative attitude been displayed by all project and supervisory personnel?	X		
Have any QA/QC deficiencies been discussed before leaving?	X		
Have corrective actions recommended during previous evaluations been implemented? If not, provide details in Section VII.B		X	N/A The previous evaluation was a preaward.

B. Additional Comments

UNITED STATES ENVIRONMENTAL PROTECTION AGENCY
WASHINGTON, D.C. 20460

OFFICE OF
SOLID WASTE AND EMERGENCY RESPONSE

August 7, 1987

Mr. Howard Fribush
Project Officer (WH-548A)
USEPA Headquarters
Office of Solid Waste and
Emergency Response
Support Services Branch (HRSD)
401 M Street SW
Washington, DC 20460

RE: Transmittal of CEAT Pre-Award Evidence Audit Report for

Dear Howard:

Enclosed is a copy of the Contract Evidence Audit Team (CEAT-TechLaw) evidence audit report for the pre-award audit conducted at on May 29, 1987.

Based on the results of the audit and examination of the audit documentation and procedures used, the chain-of-custody, document control and evidence security procedures followed by meet or exceed Evidence Audit Requirements. Exceptions to this statement are expressed as findings in the attached report.

CEAT-TechLaw has conducted a management review of the audit report and audit workpapers. The review was made in accordance with generally accepted evidence auditing standards and included such tests of the documentation and other such auditing procedures as were considered necessary in the circumstances.

The subject evidence audit report has been received and approved by NEIC, and copies have been transmitted to the Regional Deputy Project Officer and to the laboratory.

If you have any questions, please contact the Project Officer, Rob Laidlaw, or Don Roche at (303) 236-5122, FTS 776-5122.

Yours sincerely,

_____

Contract Evidence Audit Team

Concurrence:

_____

National Enforcement Investigations Center

rls

Enclosure

cc: Mr. David Stockton, Region VI DPO

IF: 111-001-

LABORATORY PRE-AWARD EVIDENCE AUDIT REPORT

Lawrence Reitsema - Manager of Environmental Services [1,2,3]
Dan DiFeo - Manager - GC and GC/MS [1,2,3]
Daniel Pastalaniec - Laboratory Supervisor [1,2,3]
Kim Towler - Sample Custodian [2]

USEPA/Contracts Division - Washington D.C.
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Cecilia Parnell - Quality Assurance Investigator

NEIC-CEAT (TechLaw) - Denver, CO
(303) 233-1248

P. William Rhyne - Staff Consultant,
Contract Evidence Audit Team

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1 Present at pre-audit briefing
2 Contacted during audit
3 Present at post-audit debriefing

This work was conducted on behalf of the Environmental Protection Agency's (EPA) National Enforcement Investigations Center (NEIC) under EPA Contract 68-01-7369.

INTRODUCTION

The purpose of this pre-award audit was to determine if laboratory policies and procedures are in place to satisfy evidence handling requirements. The report specifies the corrective action needed to meet Agency Evidence Audit Requirements.

The pre-award audit of laboratory operations pertaining to chain-of-custody and document control procedures was conducted at The following operations, accompanying documentation and written standard operating procedures (SOPs) were reviewed: sample receiving, sample storage and security, sample tracking (from receipt to completion of analysis), and case file organization and assembly.

EXECUTIVE SUMMARY

was audited by NEIC's Contract Evidence Audit Team (CEAT-TechLaw) on May 29, 1987. The scope of the audit included review and examination of proposed chain-of-custody and document control procedures and accompanying documentation related to EPA Contract Laboratory Program (CLP) volatile organics (VOA) sample analyses.

Written and actual standard operating procedures were reviewed with respect to Agency Evidence Audit Requirements pertaining to the CLP.

The pre-award evidence audit resulted in the following six observations and six recommendations.

Observations

has systems in place for sample receiving, sample storage and security, and sample tracking. These systems may require modification to make them consistent with the Evidence Audit Requirements for IFB WA-87-J005 and CLP written SOPs. The following items were observed during the audit:

1. There are no written SOPs for sample tracking and case file organization and assembly.

2. Written SOPs for sample receipt, sample storage and sample/laboratory security do not clearly describe the procedures used by the laboratory.

3. Information contained in weight and gas chromatograph/mass spectrometer (GC/MS) logs is not clearly identified.

4. Errors were not corrected by drawing a single line through the error and initialing and dating the correction.

5. All case-related data was not assembled in the case file.

6. Written additions and comments on data and other forms is not signed and dated by the author.

Recommendations

The following recommendations were discussed by the CEAT-TechLaw evidence auditor during the debriefing session conducted at the conclusion of the audit:

1. Written SOPs for sample tracking and case file organization and assembly should be developed and implemented.

2. Written SOPs for sample receipt, sample storage, sample laboratory security should be revised to clearly and completely describe the procedures used by the laboratory.

3. Weight and GC/MS logs should have headings at the top of the page to identify the recorded information.

4. Errors should be corrected by drawing a single line through the error and initialing and dating the correction.

5. All case-related data should be assembled in the case file.

6. Written additions and comments on instrument generated data and other forms should be signed and dated by the author.

Routine evidence audits will be conducted during the contract period of performance. Corrective action on the above items will be reviewed during the nest on-site audit. Periodic audits will be conducted to review continued conformance to Evidence Audit Requirements.

The pre-award audit was concluded on May 29, 1987. Audit participants are listed on the cover page of this report.

SAMPLE RECEIVING

Samples will be received at the rear receiving door of the laboratory by K. Towler, the designated sample custodian. She will sign for the samples, place the cooler under a hood, inspect and open the cooler and remove the shipping documents.

Towler will then complete the EPA Sample Log-in Checklist. This list contains the following information:

1. Date and Time (received)
2. Case Number
3. Sdg. Number
4. SAS - Y/N, SAS Number
5. EPA Sample Numbers
6. SPL Sample Numbers
7. EPA Chain-of-Custody (COC) for present? Y/N
8. Airbill with shipment? Y/N, Airbill Number
9. EPA Traffic Report present? Y/N
10. EPA SAS Packing List present? Y/N
11. Custody seals present? y/N, If yes, intact? Y/N
12. Were all samples tagged? Y/N
13. Do sample tag numbers match COC form/packing list? Y/N (If no, list tag numbers below)
14. Do all shipping documents agree?
15. Condition of shipping container
16. Condition of sample bottles
17. Notes

After completion of the EPA Sample Log-In Checklist, receiving information will be entered into a computer system used to notify personnel of the samples' arrival. The system will also generate weekly progress reports and invoices when analysis is complete.

K. Towler will also complete a Sample Log-In Sheet which will be used to notify laboratory personnel of the analyses requested and special procedures to be followed.

sample number will be written on the existing EPA sample on label or on a label placed on the bottle by the sample custodian. The samples will then be placed into storage.

Written SOPs for sample receipt have been developed and implemented. The auditor read these SOPs and they did not clearly and completely describe the procedures used for sample receipt. These SOPs are documented in Information Package in Response to Solicitation No. WA 87-J002 (February 1987), hereafter refereed to as SOPs.

SAMPLE STORAGE

EPA samples will be stored in an upright refrigerator/ freezer in the receiving area. This refrigerator is labeled "VOA Only."

Samples will be identified with a five digit sample number, and this number will be used to track the sample in the laboratory. This number will be written on the existing sample label or on another label which will be attached to the bottle.

Sample and laboratory security is maintained by keeping all outside doors locked. Entry is made by ringing a bell at the front or back door and having a laboratory staff member open the door. Visitors are required to sign-in and are escorted while in the laboratory.

Written SOPs for sample storage and sample/laboratory security have been developed and implemented. These SOPs were read by the auditor and they generally describe the procedures used for storage and security. These SOPs are documented in SOPs.

SAMPLE TRACKING

Samples will be tracked through the laboratory from receipt to completion of analysis by using the following documents:

Title

1. EPA Sample Log-In Checklist
2. Weight Log
3. GC/MS Maintenance and Sample Log

The EPA Sample Log-In Checklist was described in the sample receiving section of this report.

The Weight Log contains the following information:

1. Date
2. Client
3. Analyst's Initials
4. Sample Number
5. Amount Taken
6. Analysis

The GC/MS Maintenance and Sample Log contains the following information:

1. Date
2. Sequence File Number
3. Sample Description
4. Dilution with Description
5. Analyst

During a review of these logs, the auditor observed that the data recorded was not consistently identified and that errors were obliterated and overwritten.

does not have written SOPs addressing the tracking of samples in the laboratory.

CASE FILE ORGANIZATION AND ASSEMBLY

Case files will be stored in lockable file cabinets in L. Reitsema's office. The files will be arranged by EPA case number.

Only data relating to the performance evaluation (PE) samples was available for review, and this data had not bee compiled into a complete case file.

The auditor reviewed the data package for the PE samples and observed that comments written on and additions to chromatograms were not signed and dated by the author.

Written SOPs for case file organization and assembly have been developed and implemented. The auditor read these SOPs and they do not adequately describe the procedure at the laboratory for case file organization and assembly.

SUMMARY

A debriefing session was held on May 29, 1987 with the Contracting Officer, Project Officer, Deputy Project Officer and personnel. The made the following recommendations during the debriefing:

1. Written SOPs for sample tracking and case file organization and assembly should be developed and implemented.

2. Written SOPs for sample receipt, sample storage, sample/laboratory security should be revised to clearly and completely describe the procedures used by the laboratory.

3. Weight and GC/MS logs should have headings at the top of the page to identify the recorded information shown.

4. Errors should be corrected by drawing a single line through the error and initialing and dating the correction.

5. All case-related data should be assembled in the case file.

6. Written additions to and comments on instrument-generated data and other forms should be signed and dated by the author.

APPENDIX I

START UP SCHEDULE MEMORANDUM

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Standard operating procedures, forms, letters, memoranda, reports, herein are examples only and are subject to change at any time, as directed by CLP management.

March 24, 1988

Mr. Angelo Carasea, Project Officer
USEPA
WH-548-A
401 M Street, S.W.
Washington, D.C. 20460

Dear Mr. Carasea:

This correspondence is to request the following start-up schedule for our Contact #68-W8-

April	10 Samples
May	20 Samples
June	30 Samples

From June on to the end of the contract, we should be able to take the maximum number of samples per month. Please advise me as to whether or not this would be acceptable.

Sincerely,

APPENDIX J

WELCOME TO CONTRACT LABORATORY PROGRAM PACKAGE

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Standard operating procedures, forms, letters, memoranda, reports, herein are examples only and are subject to change at any time, as directed by CLP management.

FILL-IN MASTER
IBM-AT, ASG, 5-W
PO-WELC.MAS
EPA LETTERHEAD
DUE DATE: _____
SUBMITTED BY: _____

MEMORANDUM

SUBJECT: Welcome to the Contract Laboratory Program

FROM: _____

_____
Analytical Operations Branch
Environmental Protection Agency

TO: _____
_____

The Analytical Operations Branch (AOB) is pleased to welcome you to the US EPA Contract Laboratory Program (CLP).

With the award of your CLP EPA Contract No. _____ there are two very important items your laboratory must complete. They are as follows:

1. Your laboratory must send a written start-up schedule to me for my approval within one week of award of your contract and be ready to accept samples for analysis within 30 days of contract award. The agency reserves the right to require your laboratory to analyze up to the required number of samples per your contract from the date the contract was awarded; however, every effort will be made to comply as closely as possible with the approved start-up schedule.

2. Your laboratory must complete the attached Laboratory Contact Names and Information form and return it to Leslie Braun at the Sample Management Office (SMO).

If there are any questions, please don't hesitate to call me at 703/382-7906 or call Leslie Braun at 703/557-2490. Also, a welcome package containing pertinent information will be sent from the SMO to you in the near future.

Attachment

cc: _____, Deputy Project Officer, Region ____

Jim Petty, EMSL
Don Roche, NEIC

LABORATORY CONTACT NAMES AND INFORMATION

Laboratory Name and Address: _____

_____

_____

Mailing Address: _____

(if different from shipping address) _____

Area Code and Phone Number: _____

Routine Analytical Services (RAS)

Primary Scheduling Contact: _____

Secondary Scheduling Contact: _____

Special Analytical Services (SAS)

Primary Scheduling Contact: _____

Secondary Scheduling Contact: _____

SAS Contract Addressee: _____

Invoice Contact: _____

Contract Compliance Screening Contact: _____

Primary Communication Contact: _____

Secondary Communication Contact: _____

Sample Custodian: _____

Technical Contact: _____

Lab Profile Package Contact: _____

Telefax Number (if applicable & automated): _____

2/2/89

April 3, 1989

«ADDRESS»

Dear «SALUTATION»:

The Sample Management Office (SMO) is pleased to welcome your laboratory to the USEPA Contract Laboratory Program (CLP). Enclosed within this packet are a number of Program forms, an address list, and other information which is necessary for performance in the CLP. Below is a brief description of the enclosed forms and lists.

1. **Organic Traffic Report**

Currently there are two versions of the Organic Traffic Report (OTR) in circulation. Both are attached. The vertical OTR will be phased out once the existing supply is exhausted, which is anticipated to last approximately three more months. The unique CLP Sample Numbers correspond to samples received at a laboratory under one Case No. and one EPA Contract No. (not to exceed 20 samples per either version of the form) and will be filled out by the sampler. The unique CLP Sample Numbers used are five digit, alphanumeric numbers that serve as the sample identifier from sample collection through analysis, data reporting and invoicing. All data generated must be labeled with these CLP Sample Numbers. The sampler also completes blocks 1-5 and A-E (vertical OTR); blocks 1-4 and A-G (horizontal OTR). During the log-in process, the laboratory prints the name of the person logging in the samples, the date of sample receipt, the EPA Contract Number, and the unit price the under which the samples were scheduled in blocks 6 or 7 of the vertical OTR, and in blocks 5 or 6 of the horizontal OTR. The laboratory also records the condition of samples upon receipt in block F of the vertical OTR and block H of the horizontal OTR. If there are any discrepancies between verbal orders and what was actually received at your laboratory, or if there are any problems with the samples (i.e., sample breakage, insufficient sample volume, chain-of-custody problems...), contact SMO <u>immediately</u>.

Organic Traffic Reports are used as evidence in enforcement actions, therefore it is extremely important that sample condition be recorded in detail, use of custody seals and sample tags noted, and that these forms are completed accurately. Return the top copy of the TR to the SMO within three (3) days after receipt with a sample delivery group (SDG) cover sheet and retain the remaining copy for your files. If the situation arises where one OTR contains samples from two SDGs photocopy the TR to correspond with each SDG and enclose them in the appropriate data package when reporting the data.

In addition, all samples should be accompanied by chain-of-custody forms. Sign these forms in the appropriate space and retain in your sample/case specific files. If samples are received without a chain-of-custody forms, immediately notify SMO. For a more detailed discussion of chain-of-custody procedures, please consult Exhibit F of your contract.

2. Organic Analysis Data Deliverables

For each sample analyzed, a data package is to be prepared in a legible manner in accordance with contract requirements, and copies sent to the originating Regional or identified sampling office, SMO and EMSL/LV. Your laboratory's reporting code is located at the end of this letter on page 5. **Please Note**: In addition to the Sample Data Package, a Sample Data Summary Package is supplied to SMO. Consult Exhibit B, Section II.D of the Statement of Work for the specific forms required in this Sample Data Summary Package. For data sent to the Region or sampling office and SMO, records must be kept documenting the date on which data were sent and the means of shipment (e.g., Federal Express, U.S. Mail, etc.). In addition to the hardcopy of the data package described in Exhibit B of the Statement of Work, submit **to SMO only** a computer-readable floppy diskette according to the specifications of the contract. Hardcopy data and diskettes sent to SMO are logged in upon receipt in order to document laboratory compliance with the contract delivery schedule.

3. USEPA Regions/Users Data Delivery List (Addresses/Codes)

This list should be consulted when submitting data to the originating Region or sampling office. If there is any doubt concerning the correctness of an address, contact SMO. Please send data to the attention of the person indicated.

4. Cooler Return

Return sample coolers within fourteen (14) days to the return address found on the outside of the cooler or on the inside of the lid. If the return address is not on the cooler, please call SMO in order to ensure return of the cooler to the appropriate Client. Coolers are to be returned by United Parcel Service (UPS) under a third-party billing account. In order to set up an UPS account for returning sample coolers, please contact Mr. John Carria of T. Head & Company at 703/478-3886.

Note: Contract laboratories are responsible for disposing of all extracts and remaining samples no earlier than 365 days following data submission, in accordance with all federal, state and local statutes.

5. Memo, Telephone Record Log and Authorized Regional Technical Contact List

Several people in each EPA Region are authorized to call contract laboratories **after** receipt of final data concerning **technical questions** about the data. However, all contract-related questions should be referred to the Project Officer or the Contracting Officer (CO). All invoicing, Contract Compliance Screening (CCS), or administrative questions should be directed to SMO. The attached list of CLP Regional/Laboratory Communication System Authorized Regional Technical Contacts will identify those individuals designated to call the laboratories. Please use the enclosed CLP Regional/Laboratory Communication System Telephone Record Log form to document each conversation with a Regional contact. You also will need to identify your Authorized Regional Technical Contacts who will handle questions from the Regions by completing the attached CLP Regional/Laboratory Communication System Contacts form and returning it to SMO. If you have any questions, please contact SMO regarding this matter.

6. Invoicing Procedure

Submit an original and three copies of each invoice to the Accounting Officer in Research Triangle Park (RTP), North Carolina, as well as one copy of each invoice to SMO. EPA requests that you submit your invoices on 8 1/2" by 11" paper. Each invoice must include your invoice number, invoice date, laboratory name, EPA Contract Number, contract description of services (i.e., Case Numbers, Sample Delivery Group (SDG) Numbers, and CLP Sample Numbers with fractional breakdown), unit prices (including full incentive) and extended totals. SMO cannot process invoices which include samples billed under more than one contract or cost lot, or for which deliverables have not been received — including Organics Traffic Reports — and accepted by the Government.

The laboratory is provided with an Initial Certification (IC) Report when the invoice process is completed. This report contains a breakdown of payment for each sample that includes liquidated damages and possible early delivery consideration (incentive). Also included in the package mailed to the laboratory is an Invoice Summary Report. This report contains a summary of the amount disallowed, the amount withheld due to liquidated damages charged, and the amount approved for payment.

If you have questions about an invoice and your laboratory code begins with the letters A-F, please contact Marta Meixner at SMO; if your laboratory code begins with G-Z, contact John Reynolds at SMO. After invoices are processed by SMO and approved by the PO, payment status questions should be directed to the EPA Customer Service Department in RTP, North Carolina. Please complete the attached CLP Invoicing Contract form, noting the name of your contact who will receive these invoicing reports.

At the same time that we mail a response to your invoice, the PO forwards a payment recommendation to the EPA Funds Control Group for coding. The package then goes to your laboratory's Project Officer for review and signature. It is then returned to the Financial Management Division in RTP to be assigned to a treasury schedule. The whole process is designed to take 30 days from EPA's receipt of your invoice until a check is cut. This assumes that acceptance has occurred prior to receipt of the invoice at SMO.

7. Technical DPO Concept

Your laboratory has been assigned a Regional Deputy Project Officer (DPO) to assist Headquarters in monitoring and improving technical performance, and resolving issues between your laboratory and the Clients. CLP Deputy Project Officer Communication Summary forms are attached to document your conversations with the Regional DPOs.

8. Contract Compliance Screening

All Routine Analytical Services (RAS) data are assessed by the SMO Contract Compliance Screening (CCS) group which identifies and reports any incompleteness or contract noncompliance in data deliverables on a fast turnaround basis (an average of 7 days). The primary component of CCS is a computer-assisted inspection of the IFB-required diskette deliverables. A copy of the CCS Summary Sheet - Organics is sent to the laboratory and the Regional Client. It contains a detailed listing of all contractual discrepancies noted. SMO's payment for data delivered is routinely determined by the CCS status of deliverables. It is very important to resolve identified discrepancies as quickly as possible. The resubmission and reconciliation procedures incorporated into the CCS operations require a response from laboratories to CCS within ten calendar days of laboratory receipt of CCS results.

A detailed description of CCS procedures is in your EPA contract. The aim of CCS is to ensure timely delivery of complete and compliant data, and to provide rapid and uniform resolution of discrepancies. If you have any questions about CCS, call the Organic CCS contacts listed in the CLP Directory.

9. SAS Capabilities Survey

Under the SMO Special Analytical Services program, Viar and Company procures laboratory support for analytical service requirements which cannot be supplied under the CLP IFB Routine Analytical Services contracts. Due to the volume and variety of SAS requests, SMO has established a SAS Capabilities Index to aid SMO Coordinators in quickly and efficiently identifying program laboratories with particular SAS analytical capabilities.

The SAS Capabilities Survey is being finalized and will be mailed to your laboratory in the near future.

10. SAS Standard Scope of Work

The SAS Standard Scope of Work supplies general data reporting requirements and terms and conditions that a laboratory is subject to when they are awarded a SAS contract through a subcontract with Viar and Company. This Standard Scope of Work is referenced in all Contract Letter(s) that a laboratory will receive from Viar for each SAS award.

11. RAS Scheduling and Laboratory Start-Up

The SMO is eager to work with you to ensure your laboratory's successful participation in and contribution to the CLP organic program. Once you are ready to receive samples SMO will attempt to keep sample loading at a moderate rate for the first month or so or will adhere to the laboratory's start-up schedule. This start-up schedule must be provided by the laboratory within seven days of your contract award to your EPA Project Officer and SMO. Scheduling of samples takes place on a weekly basis according to a defined set of procedures. In addition, your scheduling contact should phone SMO's primary scheduling contact, Terri Shaughnessy or Cindy Schreyer, with any information relevant to your laboratory's ability to receive samples in a given week (i.e., personnel, instrument problems, laboratory facility being moved, etc.).

All sample analyses performed by CLP laboratories are thoroughly reviewed by the EPA Regional Clients for adequacy of use in their highly visible and important remedial and enforcement efforts under Superfund. For the CLP to successfully support this effort, it is crucial that all data reflect strict adherence to stipulated contractual protocols, deliverable terms, chain-of-custody and other requirements.

In the past, some laboratories have experienced substantial delays in coming on-line due to difficulties in obtaining all Target Compounds List (TCL) reference standards. Should problems develop in your attempt to obtain standards, please contact your EPA Project Officer as soon as possible. It is important that all initial calibration and detection limit studies be performed expeditiously so that your laboratory can begin to process samples.

Please pass on this information to others in your facility who may require the information presented. If you have any questions, please do not hesitate to call.

Regards,

Maka Grogard
Viar and Company
Project Manager

Laboratory Reporting Code: «CODE»

(See following page for List of cc and Enclosures.)

List of cc and Enclosures

cc: Accounts Receivable Department
Joan Fisk, CLP National Organic Program Manager & Chief Organics Section
Angelo Carasea, CLP Project Officer, Organics Section
Emile Boulos, CLP Project Officer, Organics Section
Howard Fribush, CLP Project Officer, Organics Section
Carla Dempsey, QA Coordinator
Debra Szaro, Deputy Project Officer, Region I
Lou Bevilocqua, Deputy Project Officer, Region II
Chuck Sands, Deputy Project Officer, Region III
Tom B. Bennett, Jr., Deputy Project Officer, Region IV
Pat Churilla, Deputy Project Officer, Region V
David Stockton, Deputy Project Officer, Region VI
Debra Morey, Deputy Project Officer, Region VII
Eva Hoffman, Deputy Project Officer, Region VIII
Kent Kitchingman, Deputy Project Officer, Region IX
Gerald Muth, Deputy Project Officer, Region X
John Carria, T. Head & Company
Helen Holder, TechLaw/Denver
Dick Thacker, SMO Program Manager
SMO Analysts/Coordinators

Enclosures:
Organic Traffic Report (vertical version) (1)
Organic Traffic Report (horizontal version) (1)
Data Package Labelling Memo (9)
Sample Management Office Directory (2)
CLP National Program Office (4)
USEPA Regions/Users Data Delivery List (Addresses/Codes) (1)
Use of the CLP Regional Laboratory Communication System Memo (2)
CLP Regional/Laboratory Communication System Authorized Regional Technical Contacts (3)
CLP Regional/Laboratory Communication System Telephone Record Log (1)
CLP Regional/Laboratory Communication System Contacts form (1)
CLP Invoicing forms (5)
Regional Deputy Project Officers for CLP Technical Administration (1)
CLP Deputy Project Officer Communication Summary form (1)
Program Memos
User's Guide to the CLP
SAS Standard Scope of Work

APPENDIX K

CONTRACT CLOSE OUT

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Standard operating procedures, forms, letters, memoranda, reports, herein are examples only and are subject to change at any time, as directed by CLP management.

SAMPLE MANAGEMENT
CLOSE OUT PROCESS SUMMARY

A. The close out process of a contract begins three months after the contract end date.

B. If there are services a laboratory performed during the contract period that have not been invoiced SMO provides a list of these services and requests billing.

C. All services already invoiced are reviewed one more time by SMO and any necessary adjustments are made at this time.

D. Once everything is paid and balanced, SMO provides EPA's Contract Office with a form indicating that the Sample Management Office has finished the process and considers the contract closed.

   1. If the contract ends in a negative amount (money due EPA) Contracts will also be notified at this time.

E. Quarterly SMO supplies the EPA Contract Office with a status definition "Close Out Status Report" and list. These reports let EPA know where the contract is in the process. A copy of the status definitions is attached.

USEPA PROCUREMENT & CONTRACTS MANAGEMENT DIVISION
CLOSE OUT PROCESS SUMMARY

A. The USEPA's Procurement and Contracts Management Division (PCMD) receives notification of contract closeout from the Sample Management Office. PCMD then requests the following from the Project Officer:

   - Certification that all work required has been done
   - Evaluation of performance
   - Dollar amount recommended for payment
   - List of any Government property involved

B. PCMD verifies payment of recommended amounts and makes arrangements for the disposition of Government property.

CONTRACT CLOSEOUT STATUS CODES

(OCTOBER 1987)

1. Identifying samples for which a Type-1 invoice has not been produced.

2. Ensuring funds available. If funds not available, the contract is on HOLD STATUS pending CO action.

3. Sent sample list along with memo requesting Type-1 invoice to laboratory.

4. If no response after one month, request is followed up by a phone call.

5. Mailed memo to Laboratory Management informing them of lack of response to request for final invoice(s). Copy of memo was also mailed to lab PO, SMO's PO, CO and laboratory's invoicing contract.

6. No response received after one more month, mailed memo to CO saying that we are unable to initiate Contract closeout due to lack of cooperation by laboratory. This contract is now on HOLD STATUS, pending CO action.

7. Comparing sample vs. summary level database. Make corrections necessary to database, also due first review of Lab Invoice Report.

8. Identifying invoices not reconciled and/or posted. Checking for accuracy and consistency in cost lots, case numbers, regions, etc.

9. Preparing Reconciliation Report Summary. Mailed memo to laboratory requesting invoices for all outstanding RR's, (if applicable).

10. If no response after one month, request is followed up by a phone call, (if applicable).

11. Mailed memo to CO requesting action, due to lack of response one month after phone call. This contract is now on HOLD STATUS, pending CO action, (if applicable).

12. Final review of Lab Invoice Report for completeness.

13.* Sent RR summary invoice, memo and site sheet to CO and copy to the laboratory, due to negative balance on contract, waiting response of CO. Contract now on HOLD STATUS.

14.* Waiting for RTP notification on payment of final invoice before any remaining funds can be deobligated.

15.* Contract is closed out. Sent memo and RR Summary to laboratory and CO. Any remaining funds can be deobligated.

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* Contract is closed from SMO's vantage point.

APPENDIX L

REFERENCES

Contents

Standard operating procedures, forms, letters, memoranda, reports, herein are examples only and are subject to change at any time, as directed by CLP management.

REFERENCES

1. Project-officers Handbook, 1984

2. Contract Administration Handbook, 1987

3. SOP for CLP Analytical IFBs, 1988

4. User's Guide to Contract Laboratory Program, 1986