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**TITLE:** Site Specific Contracting For Removals

**APPROVAL DATE:** 4/10/89

**EFFECTIVE DATE:** 4/10/89

**ORIGINATING OFFICE:** OERR/ERD/ROB

**FINAL**

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**STATUS:** [ ] A- Pending OMB approval  
[ ] B- Pending AA-OSWER approval  
[ ] C- For review &/or comment  
[ ] D- In development or circulating  
headquarters

**REFERENCE (other documents):**

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**DIRECTIVE DIRECTIVE D**



# OSWER Directive Initiation Request

1. Directive Number  
9242.2-02

## 2. Originator Information

Name of Contact Person Bruce Engelbert	Mail Code	Office ERD/ROB	Telephone Code 382-2188
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3. Title  
Site Specific Contracting fro Removals

4. Summary of Directive (include brief statement of purpose)  
Provides direction on use of site specific contracts for removal actions.

5. Keywords Superfund, CERCLA, SARA

6a. Does This Directive Supersede Previous Directive(s)?  No  Yes What directive (number, title)

b. Does It Supplement Previous Directive(s)?  No  Yes What directive (number, title)

7. Draft Level  
 A - Signed by AA/DAA  B - Signed by Office Director  C - For Review & Comment  D - In Development

8. Document to be distributed to States by Headquarters?  Yes  No

**This Request Meets OSWER Directives System Format Standards.**

9. Signature of Lead Office Directives Coordinator Betti VanEpps OERR Directives Coordinator	Date 4/10/89
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10. Name and Title of Approving Official Henry L. Longest II, Director, OERR	Date 4/10/89
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EPA Form 1315-17 (Rev. 5-87) Previous editions are obsolete.

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

APR 10 1989

OFFICE OF  
SOLID WASTE AND EMERGENCY RESPONSE

OSWER Directive #9242.2-02

MEMORANDUM

SUBJECT: Site-Specific Contracting for Removals

FROM: Henry L. Longest II, Director  
Office of Emergency and Remedial Response

David J. O'Connor, Director  
Procurement and Contracts Management Division

*David J. O'Connor*

TO: Environmental Services Division Directors  
Regions I, VI, VII  
Waste Management Division Directors  
Regions I, IV, V, VI, VIII  
Emergency and Remedial Response Division Director  
Region II  
Hazardous Waste Management Division Directors  
Regions III, VI  
Toxics and Waste Management Division Director  
Region IX  
Hazardous Waste Division Director  
Region X

Purpose:

This memorandum provides direction on the use of site-specific contracts for removal actions.

Background:

A key component of the removal response strategy is site-specific contracting. Site-specific contracts are desirable because they promote competition, which leads to getting the best cleanup price possible for removal actions. The removal program has made minimal use of site-specific contracts. In FY'88, no site-specific contracting was done. In FY'87, only 4 of the 256 removals started used this approach.

In FY'86, after an Inspector General audit of the Emergency Response Cleanup Services (ERCS) contracts and congressional hearings, a new removal contracting strategy was developed. The plan called for:

- Large zone ERCS. These contracts would ensure adequate capability to respond to emergency and time-critical releases.
- Regional ERCS (mini-ERCS). These contracts would supplement the zone ERCS, but would not have such strict minimum response times. The smaller size of these contracts would help to open up competition and get more companies involved in the program.
- Site-specific contracts. These contracts would get the government the best cost in those situations where the time for competition is available. In order to help reduce the necessary lead time, a strategy of technically pre-qualifying contractors (PQOPS) is being established. Again, the small and well defined nature of site-specific contracts will help to increase the number of companies participating in the program.

Objective:

This memorandum is intended to encourage the use of site-specific contracting in as many removal actions as the circumstances allow. Right now, many good opportunities for site-specific contracting are being overlooked. In each of these cases, we could be saving valuable funds, as well as ERCS capacity, that could be used for other removal actions. In non-emergency situations, a Region should always consider whether there will be time and resources to do a site-specific contract. The Regional removal program should work with its contracting officer (CO) to decide the best contracting approach.

Site-Specific Criteria:

Site-specific contracts are contracts, competed through an EPA CO, to obtain carefully defined cleanup services. Regions should consider the following factors when deciding whether or not to do a site-specific contract.

1. Lead Time -- Generally, a site-specific contract will take about four months to compete. Many removal actions are emergencies or must be started in less than four months. But 15 to 20 percent of removal actions, including most of those involving an alternative technology, have a sufficient planning horizon or will last long enough so that some portion of the work can be done through a site-specific contract. During the update of the removal Superfund Comprehensive Accomplishments Plan (SCAP) each quarter, you should give serious consideration to possible site-specific

contracting candidates. We understand that not all sites in the SCAP, with a scheduled start date beyond four months, are good candidates, since they may be low priority projects that are likely to be deferred or not done at all. In some cases, it will make sense to do site-specific contracts at actions that start out as emergencies. If the cleanup work will take a substantial amount of time, as is often the situation when a \$2 million exemption is granted, perhaps it will be practical to do the latter stages of the work site-specifically. Except in very unusual circumstances, any removal where an Engineering Evaluation/Cost Analysis is necessary should be done through a site-specific contract.

2. Cost -- The larger the action, the greater the potential for savings if a site-specific contract is used. Actions that will cost less than \$500 thousand are probably not good candidates for site-specific competition. Actions costing over \$2 million should generally have some component of the work that is done on a site-specific basis.
3. Complexity -- Actions, or parts of large actions, that are relatively straightforward and uncomplicated, are the best candidates for site-specific contracting. Since site specific contracting requires being able to write a clear statement of work, unusual or poorly defined situations should be handled through the ERCS mechanisms. For example, a site that has a lot of unidentified materials should probably be done through ERCS, at least up to the transportation and disposal phase of the work. On the other hand, if the action is basically excavation and disposal or incineration, and the contamination type and amount is well understood, a site-specific contract may make sense.
4. Management -- Site-specific contract preparation and management will require CO assistance and a small amount of program FTE beyond what an ERCS action would require. Consequently, the projected dollar savings should outweigh the extra staff time that must be invested. This determination should be made in consultation with the appropriate CO, who should always be in on major contracting choices in non-emergency situations. In FY'90, Regions will get a small increment of FTE just for site-specific contracting. Also, the Environmental Response Team (ERT) and its Response Engineering and Analytical Contract are usually available to provide support in developing the statement of work for a site-specific contract.

#### Implementation:

In non-emergency situations, Regions should start with the assumption that a site-specific contract is the way to proceed. Site conditions, resource constraints or other factors may quickly convince the On-Scene Coordinator (OSC) that a zone or Regional ERCS contractor is the better response route. Where there is a site-specific potential, an early discussion with a CO is important. The CO can help sort through the schedule and steps to see if the approach is feasible. All of the Regions already have or soon will have their own CO, so this consultation will be relatively easy.

If the response will be done through a site-specific contract, the OSC is responsible for writing the scope of work, organizing any necessary technical evaluation of the offerors, and serving as project officer on the contract. The CO will take care of managing the advertisement, bid review, negotiations and actual award of the contract. Clearly, the process will take some additional OSC time (a rough estimate is 40 to 120 hours beyond what the project would probably take under ERCS). The ERT is often available to provide assistance in preparing the scope of work. And once the PQOPS pools of technically qualified contractors for incineration and fixation are in place later this summer, there will be time savings in the technical review process. In many cases, particularly those involving alternative technologies, the small incremental OSC time commitment is well worth the overall cost savings on the project.

Conclusion:

Site-specific contracts, under the right circumstances, can save considerable funds that can be used for other removal actions. There are no mandatory requirements or quotas for site-specific contracts. This approach should only be used where Regions believe that the removal action schedule and work requirements can be met. There are many instances where this will be the case, so the removal program needs to make a greater commitment to using site-specific contracts in the future.