ORDER FOR SUPPLIES OR SERVICES

IMPORTANT: Mark all packages and papers with contract and/or order numbers.

1. DATE OF ORDER: 11/18/2009

2. CONTRACT NO. (If any): EP-W-07-066

3. ORDER NO.: 69

4. REQUISITION/REFERENCE NO.:

5. ISSUING OFFICE (Address correspondence to):
SRRPOD
US ENVIRONMENTAL PROTECTION AGENCY
SUPERFUNDRCRA REGIONAL PROCUREMENT
OPERATIONS
1200 PENNSYLVANIA AVE NW
WASHINGTON DC 20460

6. SHIP TO:
a. NAME OF CONSIGNEE: RECONSTRUCT SHIP TO
b. STREET ADDRESS:
c. CITY: WASHINGTON
d. STATE: DC
e. ZIP CODE:

7. TO: NA
a. NAME OF CONTRACTOR: TECHLAW INC
b. COMPANY NAME:
c. STREET ADDRESS:
14500 AVION PARKWAY
SUITE 300
d. CITY: CHANTILLY
e. STATE: VA
f. ZIP CODE: 20151

f. SHIP VIA:

8. TYPE OF ORDER
☐ a. PURCHASE
REFERENCE YOUR:
Please furnish the following on the terms and conditions specified on both sides of this order and on the attached sheet, if any, including delivery as indicated.
☒ b. DELIVERY
Except for billing instructions on the reverse, this delivery order is subject to instructions contained on this side only of this form and is issued subject to the terms and conditions of the above-numbered contract.

9. ACCOUNTING AND APPROPRIATION DATA: See Schedule

10. REQUISITIONING OFFICE: RECONSTRUCT ORIGINATING OFFICE

11. BUSINESS CLASSIFICATION (Check appropriate box(es))
☐ a. SMALL ☐ b. OTHER THAN SMALL ☐ c. DISADVANTAGED ☐ g. SERVICE-DISABLED VETERAN-OWNED
☐ d. WOMEN-OWNED ☐ e. HUBZone ☐ f. EMERGING SMALL BUSINESS

12. F.O.B. POINT: Destination

13. PLACE OF
a. INSPECTION: Destination
b. ACCEPTANCE: Destination

14. GOVERNMENT B/L NO.:

15. DELIVER TO F.O.B. POINT ON OR BEFORE (Date):

16. DISCOUNT TERMS:

17. SCHEDULE (See reverse for Rejections)

ITEM NO. (a)	SUPPLIES OR SERVICES (b)	QUANTITY ORDERED (c)	UNIT (d)	UNIT PRICE (e)	AMOUNT (f)	QUANTITY ACCEPTED (g)
	DUNS Number: (b)(4) Del Monte Corporation (Oahu Plantation)" TOPO: ANGELA COMMISSO Max Expire Date: 07/02/2012 Continued ...					

18. SHIPPING POINT:
19. GROSS SHIPPING WEIGHT:
20. INVOICE NO.:

17(h) TOTAL (Cont. pages): $78,000.00

21. MAIL INVOICE TO:
a. NAME: RTP FINANCE CENTER
b. STREET ADDRESS (or P.O. Box): US ENVIRONMENTAL PROTECTION AGENCY
RTP-FINANCE CENTER D143-02
109 TW ALEXANDER DRIVE
c. CITY: RESEARCH TRIANGLE PARK
d. STATE: NC
e. ZIP CODE: 27711

SEE BILLING INSTRUCTIONS ON REVERSE

17(i) GRAND TOTAL: $78,000.00

22. UNITED STATES OF AMERICA BY (Signature):

23. NAME (Typed): Susan Neiheisel
TITLE: CONTRACTING/ORDERING OFFICER

ORDER FOR SUPPLIES OR SERVICES
SCHEDULE - CONTINUATION

IMPORTANT: Mark all packages and papers with contract and/or order numbers.

DATE OF ORDER	CONTRACT NO.	ORDER NO.
11/18/2009	EP-W-07-066	69

ITEM NO. (a)	SUPPLIES/SERVICES (b)	QUANTITY ORDERED (c)	UNIT (d)	UNIT PRICE (e)	AMOUNT (f)	QUANTITY ACCEPTED (g)
	Admin Office: SRRPOD US ENVIRONMENTAL PROTECTION AGENCY SUPERFUNDRCRA REGIONAL PROCUREMENT OPERATIONS 1200 PENNSYLVANIA AVE NW WASHINGTON DC 20460 Accounting Info: 10-TR2B-09K0XAG-302DD2C-2505-09AGOM02-C001-1009KRS026 BFY: 10 Fund: TR2B Budget Org: 09K0XAG Program (PRC): 302DD2C Budget (BOC): 2505 Job #: 09AGOM02 Cost: C001 DCN - Line ID: 1009KRS026 Period of Performance: 07/03/2009 to 07/02/2012 Order Ceiling and Funding for BASE Period					
0001	Order Ceiling and Funding for BASE Period				78,000.00	
	Order Ceiling and Funding for Option Period I					
0002	Order Ceiling and Funding for Option Period I					
	The obligated amount of award: $78,000.00. The total for this award is shown in box 17(i).					

TOTAL CARRIED FORWARD TO 1ST PAGE (ITEM 17(H)) $78,000.00

Performance Work Statement

NAME: Del Monte Corporation (Oahu Plantation)
CONTRACT #: EP-W-07-066
TO #: 066-69-09AG
REVISION #: 0
Period of Performance: December 1, 2009 – July 3, 2012

I. Scope of Work

This Performance Work Statement (PWS) tasks the ROC contractor to provide EPA-Region IX with technical assistance for the oversight of CERCLA activities at the Del Monte Corporation (Oahu Plantation). CERCLA oversight activities include Preliminary Assessments (PA), Site Inspections (SI), Remedial Investigation (RI), Feasibility Studies (FS), Proposed Plans (PP), Records of Decision (ROD), Remedial Designs (RD), Remedial Actions (RA) which include construction and Operation and Maintenance (O&M) of cleanups, Removal Actions and related documents such as Engineering Evaluation/Cost Analysis (EE/CA) reports, Action Memoranda, etc. The oversight also includes review of documents prepared to evaluate the environmental condition of parcels for transfer under the Base Realignment and Closure (BRAC) program.

II. General Requirements

Please refer to the Contract-Level PWS for general requirements. In addition, the Task Order Proposal shall describe in detail how each task will be performed and managed. It shall provide estimated costs for completing the tasks and detail the assumptions used in deriving those costs. Travel and other direct costs (i.e., supplies, equipment) shall be broken out in detail. The budget for this Task Order may be updated periodically. At this time, the budget for this Task Order covers Award Term 1. Attachment 1 provides the Proposal assumptions for this Task Order.

III. Background

This PWS is designed to provide oversight support for Del Monte. As with many Superfund Sites, operable units would be expected to include landfills that have operated before RCRA regulations with indiscriminate disposal of hazardous waste. Other common operable units include operational and disposal practices of industrial activities such as machine shop work, aviation/automobile maintenance, and/or specialized instrument and electronic repair. Disposal of hazardous waste includes radionuclides, various solvents, and wastewater with metals or semi-volatile organics. Other releases are from underground storage tanks and indiscriminate land disposal. Petroleum related wastes are also common to military facilities. Requests for support on these operable units shall occur on an as-needed basis and will be assigned to the Contractor via a written Technical Direction (TD).

Unless specifically directed via TD by the Contract-Level COR, for billing purposes, all

work conducted in this Task Order shall be charged to Action Code OM, Operable Unit 02, Sequence Number C001.

Site Background

The Del Monte site is a former 3,000 acre pineapple plantation located in Kunia, Honolulu County, Hawaii. The site is located on the north-central plateau of the island of Oahu. The plateau is bounded to the west by the Waianae Mountain Range and on the east by the Koolau Mountain Range. The former farm is approximately 15 miles from the City of Honolulu. Approximately 1,600 people live within a 1 mile radius of the site and receive drinking water from a public water supply. Two partially occupied employee housing villages remain on the site as well as the pineapple processing plant, warehouses and offices.

Del Monte Fresh Produce grew and processed pineapple on the plantation from 1946 to November 2006. During that time, a number of chemicals were applied to the soil to kill nematodes (worms that attack pineapple roots). Pesticides were stored, mixed and spilled in an area near the Kunia Well, which supplied drinking water to the residents of Kunia Village as well as agricultural water to the plantation.

In April 1977, an accidental spill of approximately 495 gallons of ethylene dibromide (EDB) occurred on bare ground within approximately 60 feet of the Kunia Well. Testing conducted by the Hawaii Department of Health (HDOH) one week after the spill failed to detect EDB above the detection limit of 0.5 ug/L. Sampling of the Kunia Well conducted by HDOH in April 1980 detected EDB and 1,2-dibromo-3-chloropropane (DBCP) above Maximum Contaminant Levels (MCLs). The well was immediately disconnected from the drinking water supply system. EPA added the site to the National Priorities List on September 16, 1994.

The Remedial Investigation revealed high concentrations (thousands to tens of thousands of parts per billion) of EDB, DBCP and 1,2-dichloropropane (DCP) in a shallow perched aquifer in the Kunia Village Area. Soils in the spill area were also highly contaminated. DCP was not detected in the deep basal aquifer.

On September 25, 2003, the Record of Decision (ROD) selected a remedy divided into two parts: 1) shallow groundwater (perched aquifer) and contaminated soil in the Kunia Village Area from approximately 20 feet below ground surface (bgs) to 100 feet bgs, and 2) the deep groundwater (basal aquifer). The remedy addressed contamination through the following actions:

Perched Aquifer

- Pumping contaminated water from the perched aquifer for treatment
- Treating contaminated groundwater using phytoremediation or carbon adsorption
- Placing a vegetated soil cap over the contaminated soil area
- Removing soil contaminants using soil vapor extraction (SVE)
- Restricting land use to prevent damage to any component of the perched aquifer remedy

Basal Aquifer

- Pumping and treating contaminated groundwater in a phased manner, starting at the Kunia Well (the source area)
- Installing monitoring wells to determine the effectiveness of pumping groundwater and to evaluate whether natural attenuation is effective at reducing contaminant concentrations in the remainder of the aquifer to drinking water standards.
- If there is no evidence of natural breakdown, add pumping wells to ensure the entire plume is being captured and treated
- Treating the contaminated groundwater to drinking water standards using air stripping and carbon filtration
- Restricting land use to prevent activities that may interfere with any component of the basal groundwater remedy.

The ROD included implementation of an O&M program to ensure the effectiveness of the response action.

Quarterly basal groundwater monitoring data collected subsequent to the ROD have shown consistent contaminant concentrations in wells near the source area and wells located approximately 13, 500 feet downgradient of the source area. In a Work Plan submitted in September 2006, Del Monte proposed a program to determine if there is a way to differentiate basal aquifer contaminants that are the result of the Del Monte release from basal aquifer contaminants that are the result of the historic legal application of pesticides. In March 2008, Del Monte submitted an Interim Report titled "Evaluation of Background Concentrations of Contaminants of Concern in the Basal Aquifer." EPA is currently working with Del Monte on comments on the Interim Report. If EPA agrees that the downgradient contaminants are the result of the historic legal application of pesticides, then Del Monte will submit a Technical Impracticability Waiver requesting a waiver of the Maximum Contaminant Level clean-up goal. An Amendment to the Record of Decision will be needed to waive the Applicable or Relevant and Appropriate Requirements for basal groundwater (the MCL) to an agreed upon background level for each contaminant of concern.

IV. Personnel Qualifications

The contractor shall furnish personnel who possess knowledge and expertise sufficient to successfully complete the tasks required under this Task Oder.

For each project conducted under this Task Order, the contractor's Project Manager is expected to have the institutional knowledge and experience with the project to be able to integrate various areas of expertise and put it in context with EPA's overall site-specific and national goals. EPA expects the Project Manager to assess the level of detail needed to provide valuable input. The project manager will be responsible for all comments and will be the principal who will defend, explain or clarify comments. The project manager shall be the principal contact for specific aspects of the project.

V. Performance Based Application

This document is a performance-based service requirement. There are Performance Requirements and Performance Standards for each of the four Tasks listed below. There are also Monitoring Methods and Incentives/Disincentives associated with each of the four Tasks. See Attachment 2 for information regarding the Performance Standards, Attachment 3 for information regarding the Monitoring Methods, and Attachment 4 for information on the Incentives/Disincentives.

VI. Technical Requirements

Task 1 – Technical Reviews

Performance Requirement:

After a technical direction (TD) is issued by EPA, the contractor shall review, evaluate, and comment on the technical adequacy of Facilities↘ documents and work products. The technical review shall also assess consistency of deliverables with CERCLA, NCP, and applicable EPA guidance. The contractor project manager and any staff performing the review are responsible for obtaining, understanding and using appropriate EPA guidance.

In a format to be specified by the EPA Contracting Officer↘s Representative (COR), the contractor shall submit a technical memorandum or letter report to EPA which provides an assessment of the technical adequacy of the particular document. The contractor shall also make recommendations for additional work to be performed by the Facility and corrections or changes to be made to the document. The contractor shall provide a rationale (e.g. compliance with EPA guidance) for any recommendations and corrections or changes to documents. The contractor shall focus the technical reviews on identifying and providing recommendations for issues of major/critical importance. The contractor shall also review the documents for technical accuracy, correctness and completeness in the coverage of technical issues, comprehensiveness in meeting the data quality objectives, additional data needs, and compliance with applicable or relevant and appropriate requirements (ARARs).

The contractor shall be expected to provide staff of appropriate technical background and expertise to review technical documents which can include but are not limited to the following types of documents:

Preliminary Assessments and/or Site Inspection Work Plans or other documentation
Remedial Investigation and/or Feasibility Study Work Plans or other documentation
Field Sampling Plan
Quality Assurance Project Plan (QAPjP)
Laboratory Data and Analysis
Data Validation Documentation
Monitoring Report

Community Involvement Plan
RI Report
FS Report
Proposed Plan
Record of Decision (ROD)
Remedial Design Work Plan
Preliminary Remedial Design
Final Remedial Design
Remedial Action Work Plan
Construction Quality Assurance Plan
Contingency Plan
Operation and Maintenance Plan
Interim and Final Remedial Action Reports
Five Year Review Report
Preliminary and Final Closeout Reports
Engineering Evaluation/Cost Analysis (EE/CA) for Removals
Action Memorandum for Removals
Other Removal Documents
Site Characterization Summaries
Sampling & Data Results
Treatability Studies Work Plan
Treatability Studies Report
Initial Screening of Alternatives
Baseline Risk Assessment
Ecological Risk Assessment
Human Health Risk assessment
Well closure methods and procedures
Cost-benefit analysis
Base Closure documents (EBS, FOSL, FOST, etc.)
Unexploded Ordnance
Radiation
Technical Memorandums or Other Technical Documents
Operating Properly and Successfully Determination

EPA will issue a written TD to clarify which of the above technical documents will be reviewed and the type of review required, i.e. comprehensive review, detailed review, or cursory review. Although comprehensive, detailed, and cursory reviews can encompass any or all of the requirements specified below, in general, comprehensive reviews shall require the most amount of time to complete, detailed reviewed shall require a moderate amount of time to complete and cursory reviews shall require the least amount of time to complete. EPA will also issue a TD if support is required in the areas of ARARs identification, technology not addressed by the Facility, and/or Facility/Site summary technical reports.

The Contractor shall review the Facility's documents for:

1) Assessment of whether the stated objectives are being met;
2) Completeness in the coverage (is stated logic adequate);

3) Technical accuracy and correctness (number "crunching"); and
4) Compliance with EPA regulation and guidance.

See Attachment 2 and 3 for Standards and Monitoring Methods associated with this Task.

Task 2 – Meeting Support

Performance Requirement:
The contractor shall provide technical support to EPA during meetings/conference calls either internal to EPA or with other Federal, state, non-Federal PRP, or facility contractor personnel. The contractor may be called upon to defend, clarify, or explain any comments it offered related to a project. This may entail the contractor delivering a formal presentation using visual aids such as maps, computer programs (e.g., PowerPoint), or overhead transparencies.

In addition to technical support, the contractor may be required to provide logistical support to EPA at designated locations in the planning and facilitation of meetings/conference calls, and may be required to submit meeting minutes or summaries of discussions for which the contractor was present.

Task 3 – Field Activities and Data Review

For purposes of this contract, field activities and data review entail field audits and inspections, field sampling, and data review. Successful accomplishment of Task 3 might involve the use of certain activities under Tasks 1, 2, or 4. See the Contract-level PWS, Attachments B and C present the Quality Assurance Requirements applicable to Task 3. When these activities are required, a written TD will be issued by the Project-level COR detailing the specific requirements and requesting the contractor to provide the personnel, services, materials, and equipment needed.

Performance Requirement:

3.1 Field Audits and Inspections
The contractor shall conduct field audits and inspections to evaluate facilities' compliance with Preliminary Assessment(PA)/Site Inspection (SI), Remedial Investigation(RI)/ Feasibility Study (FS), treatability study, Remedial Design(RD)/Remedial Action (RA), and removal and operation and maintenance (O&M) activities, as specified in CERCLA, as well as activities related to RCRA Facility Assessment (RFA), RCRA Facility Investigation (RFI), underground storage tanks (USTs), off-site treatment, storage, and disposal (TSD) requirements, multi-media inspections, and land disposal restriction (LDR) inspections under RCRA. The contractor shall notify EPA's project-level COR immediately if the Facility (or any of its representatives) performs any seriously deviant or non-compliant activities, especially if these activities are imminently dangerous to human health or the environment. The contractor may conduct a site visit as part of an orientation to the facility to view its physical and environmental setting.

This activity includes the implementation of work plans, sampling and analytical plans, and quality assurance project plans (QAPjPs) in the field. It can also include: (1) preparing a Field Audit Plan/Split Sample Plan which explicitly describes field audit activities the contractor will undertake, including a checklist of such activities; (2) observing sampling activities for compliance with the FFA, IAG, or settlement documents, approved sampling and analysis plan, and quality assurance program plan (QAPP); and (3) maintaining a diary or log of detailed observations at the site, including interactions with all parties, results of field tests, observations about conformance with the approved plans, FFAs, IAGs, and settlement documents. Deviations from the approved plans shall be noted as well. Diaries and logs may be supplemented by photographs and/or videotaping. Letter reports documenting the field audit or inspection activities performed may be required.

3.2 Field Sampling

The contractor shall provide technical support to EPA in collecting samples from the facility. In general, activities the contractor shall conduct can include: (1) developing and submitting a field sampling plan (FSP) and a QAPP to EPA for critical review, comment, and approval; (2) preparing a site Health and Safety Plan (HSP); (3) providing coordination support to EPA through the EPA Contract Laboratory Program, Regional EPA laboratories, and private laboratories; (4) procuring appropriate subcontractor support required for sampling, if necessary; (5) conducting sampling activities in accordance with the QAPP; (6) providing sample management (e.g., FORMS II Lite, SCRIBE, Chain-of Custody sample tracking, sample retention, and maintenance of sample integrity); and (7) managing investigative derived waste (IDW).

3.3 Data Review (Validation, Evaluation, and Reporting)

The contractor shall provide or procure data review/validation services on the usability of the data in accordance with EPA National Functional Guidelines for Data Review (NFGs).

The contractor shall compile analytical data. Typical activities shall include data reduction, tabulation, and evaluation. If required, the contractor shall format the data for input into a Regional or other database.

The contractor shall verify and report to EPA that adequate sample management was performed and the appropriate EPA tracking software was used. If required, the contractor shall format the data for input into a Regional or other database.

Task 4 – Other Technical Support

The Contractor will be issued a TD on an as-needed basis, providing specific details for other Technical Support activities. These tasks may include the following:

4.1 CERCLA Site Assessment Support
4.2 RI/FS Support
4.3 Removal Support

4.4 RD Support
4.5 Post-Record of Decision (ROD) Activities
4.6 Community Involvement and Outreach Activities
4.7 Data Management Support
4.8 Military Munitions Response/Munitions and Explosives of Concern Support
4.9 Radiation Support
4.10 Negotiations Support
4.11 EPA Initiative and/or Project-Specific Support

See the Contract-level PWS, Tasks 4.1-4.11 for additional information on these activities.

In some cases, execution of activities in Task 4 may involve technical review, meeting support, field activities and data review, and/or other Task 4 activities. This may occur when performing the following types of activities:

- Base Closure support
- Identification of ARARs
- Facility/Site summary report
- Evaluation of Treatment Alternatives

The report for Task 4 activities shall be compiled from data that the Contractor has gathered in performing the technical or management activities as required. Reports may be required in hard-copy format, electronic format via CD, disk, e-mail, or in electronic format with HTM (Hyper-Text Mark-up Language) coding for display over the World Wide Web. All reports required will be specified through TDs. Periodic meetings with the COR may be required to discuss contract issues or report/information requirements.

If tasked by EPA and the contractor uses a computer program in the public domain, (e.g. Oracle, or any other standard development package) the code base including the source code of all component pieces will become the property of EPA at the completion of the task or work assignment. If a specific software package is purchased and utilized for this work assignment, the licensed copy of the software package and data base shall become the property of EPA at the completion of the task or work assignment. The Contractor shall obtain the COR's approval in advance of developing any database, data entry and/or the purchase of a software package. Any hardware or software shall be compatible with EPA standard systems.

VII. Schedule and Contractor Deliverables

Scoping Meeting

Within 5 business days of receipt of this performance statement of work, the Contractor may be required to meet with the EPA COR, at EPA, to discuss preparation of the Task Order proposal.

Draft Proposal

One copy of the draft proposal shall be delivered to the EPA Contracting Officer, and two copies of the draft proposal shall be delivered to the Contract-level COR within 15 business days of issuance of the Task Oder.

Final Proposal

The Final Proposal (if required) shall be delivered to the EPA Contracting Officer (one copy), and Contract-level COR (two copies), within seven calendar days of receipt of EPA comments, unless otherwise directed by the Contracting Officer. Once the Contracting Officer approves the Task Order Proposal, no changes to overall the project-level budget shall occur without Contracting Officer approval.

Task Order Closeout Letter

At completion of period of performance the contractor shall submit to the Contracting Officer and Contract-level COR a final cost estimate for work assignment closeout within 3 weeks of EPA↘s acceptance of the final deliverable.

Document Reviews

If not specifically directed otherwise by TD, the Contractor shall provide comments within 15 calendar days for cursory review, 30 calendar days for detailed review, and 45 calendar days for comprehensive review.

Within one week of receipt of EPA's comments, the Contractor shall fully incorporate those comments and modifications and then submit the revised letter report to the COR for review and approval, or further modification and comment.

Contractor review of Revised Federal Facility documents shall be provided within two weeks of receipt of the Revised Federal Facility document.

Meeting Minutes

Contractor shall provide meeting minutes via e-mail within 5 calendar days.

Field Audit Letter Report

As directed by TD, conduct field audit and prepare summary of field observations within one week of the activity.

Sampling (and/or Split Sampling)/Documentation

As clarified by TD, prepare FSP (or FSSP), QAPjP, HSP, conduct field sampling, and prepare data results documentation.

Other Technical Support

As clarified by TD.

VIII. Reporting Protocol for Technical Reviews

Unless specified differently under a TD, the Contractor's reviews of Facility documents shall be in the form of letter reports.

Contractor's review of draft documents shall be provided to the Project-Level COR in accordance with the schedule for document reviews listed above unless specified in the TD. The Contractor shall make available to the COR, electronically, copies of all letter reports in Word or other EPA compatible format.

All draft letter reports submitted to the Project-level COR shall be clearly marked "DRAFT" with a revision number. Upon COR approval, the letter report shall be marked "FINAL".

No letter reports or documents shall be released to other parties without consent from Project-level COR.

ATTACHMENT 1

ASSUMPTIONS FOR COST ESTIMATING

Budget Estimate is for 36 months

A) For cost estimating purposes the contractor should assume that the types of reviews (i.e. cursory, detailed, comprehensive) requested will remain the same as the contractor has experienced in the past and as is captured in the document review table.

	12/2009-6/2010	7/2010-6/2011	7/2012-6/2012
Comprehensive review pages	23	0	0
Detail review pages	476	476	475
Cursory review pages	529	529	528

Task 2.0 Attendance/Assistance at Meetings and/or Telephone Conference.
For estimating purposes only, the contractor should assume the following:

At EPA offices or the site (include conf calls)	7/2009-6/2010	7/2010-6/2011	7/2012-6/2012
# Meeting At site (8 hr duration)	4	4	4
# People	1	1	1
Conference Call (1 hr)	12	12	12
# People	1.5	1.5	1.5

Task 3.0 Field Activities

July 2009-July 2012	3.1 Field Audits	3.2 Splits	3.3 Sampling
# People	1		
# Days (8 hrs)	1		
Travel time	Per diem rules	Per diem rules	
# trips	12	0	0
Prep Time	8		
# Samples	0		
Report writing	8		

Task 4.0 Other Technical Support

For bugetary purposes, the contractor can assume that it will be required to provide a relatively low level of effort (e.g. less than 2 days per year during the task order period of performance) for support to EPA on the tasks outlined under Task 4.0, Other Technical Support. For cost estimation purposes, assume that staffing should be the average contract labor spread.

Project Management

Techlaw should assume project management activities for this task order for the remainder the of work assignment's period of performance.

Attachment 2, Performance Standards

The following Performance Standards are specifically applicable to **Task 1, Technical Review**:

Deliverables, which document the findings from the technical reviews, shall demonstrate that the reviewed items are: (1) in compliance with most recent agreements and orders (e.g., Federal Facility Agreement (FFA), Interagency Agreement (IAG), or Order (Unilateral or Consent Decree)), CERCLA or RCRA, Federal and state guidance, the National Contingency Plan (NCP), where applicable, and other programmatic/Federal facility guidance; (2) conducted in accordance with general industry or professional standards; and, (3) conducted in accordance with written direction provided by EPA in an individual technical direction communication. The deliverable shall also demonstrate that appropriate relevant documentation was considered when developing the comments (e.g., state documents, comments from other regulators, other documentation affecting the technical review, etc.). Attachment B provides a listing of typical Federal guidance documents, references, and standards that may be used during technical reviews.

Deliverables shall focus on the technical adequacy of the reviewed item and shall identify any deficiencies of major or critical importance (e.g., failure to identify all applicable or relevant and appropriate requirements (ARARs), a certain technology not addressed by the facility, incorrect engineering assumptions, or data gaps involving environmental pathways, etc.). The contractor's deliverable shall include the rationale behind any recommended changes to the item reviewed (e.g., facility failed to comply with certain EPA guidance or ineffective design or implementation of the selected corrective action). If appropriate, recommendations for additional work to be performed by the facility shall be included with the comments.

The following performance standard is applicable to **all Tasks** in the PWS:

The contractor shall demonstrate that the contractor provided support in accordance with: professional standards, the guidance listed in Attachment B of the Contract Level PWS, other applicable guidance, and/or the direction provided in a technical direction communication.

Contractor personnel performing under the contract shall meet the standards of the position as described in the contract schedule. The integration and coordination of all activity needed to execute the task, (e.g., problem identification/resolution strategy; responses to inquiries, and/or technical, service, administrative issues, etc.) shall be timely, complete and effective.

Attachment 3, Monitoring Method

1.0 Introduction. The Quality Assurance Surveillance Plan (QASP) is an EPA developed and applied document which describes a systematic quality assurance surveillance method to be used in the administration of the Performance-Based Service Contract for the Regional Oversight Contract (ROC). The QASP describes the mechanism for documenting noteworthy accomplishments or discrepancies for work performed by the ROC contractor. Information generated from EPA's surveillance activities will directly feed into the EPA's performance discussions with contractors and into the EPA ROC Performance Incentive Plan.

1.1 Purpose. The QASP provides EPA Contract Manager (i.e. Remedial Project Managers (RPMs), Technical Specialists, Contract-Level Contracting Officer Representatives (CL-COR) and Contracting Officers/Specialists (COs/CSs) the ability to conduct surveillance activities of contractor performance during the life of the contract. The QASP details how and when EPA will monitor, evaluate, and document contractor performance according to the ROC Performance Base Service Statement of Work (SOW).

1.2 Roles and Responsibilities of Government Officials. The QASP is a guide to be used by EPA personnel in the conduct of surveillance activities of the ROC contractor after contract award. Technical deliverables and work products generated by the ROC contractor will be reviewed by RPMs and other specialists. CL-CORs and COs/CSs will also conduct reviews of contract specific reports or work, work plans, invoices, etc. The CL-COR and the CO will utilize the QASP as a tool to evaluate if the contractor-provided service meets the performance standards in the contract and will be the basis for determining incentives and disincentives for ROC contractor.

1.3 Functions Surveyed. The QASP focuses on the performance categories of quality, cost control, timeliness and business relations of contract deliverables for Task 1, 2, 3, 4 and contract management which includes specific Reports of Work for the ROC as well as ad hoc reports.

2.0 Surveillance Methodology. EPA will utilize monitoring/customer feedback as the surveillance method. This surveillance method consists of monthly, surveillance of deliverables for Task 1,2,3, 4 and contract specific Reports of Work generated by the ROC contractor, followed by a formal annual performance evaluation summarizing the past year's surveillance activities under the Contractor Performance System (CPS) administered by National Institute of Health.

3.0 Performance Requirements Summary. The ROC Performance Requirements Summary (Appendix 1) presents the tasks or deliverables under surveillance; provides the surveillance methodology for each task; provides the acceptable performance rating for each task; and states the frequency of each deliverable being monitored.

4.0 Surveillance Documentation. The ROC Surveillance Activity Verification Form (Appendix 2) will be used by the EPA personnel conducting monthly monitoring/evaluation of contractor's performance for the ROC. This Form includes the performance categories of quality, cost control, timeliness and business relations. In addition, on an annual basis the Contractor

Performance Evaluation Form (Appendix 3) will be completed and submitted to the CL-COR for appropriate action. The Contractor Performance Evaluation Form will be used to document findings for the past year's surveillance activities for the contractor's performance under the ROC and will the basis for an annual performance discussion between EPA personnel and the ROC contractor representatives under the CPS.

5.0 References: **http://www.knownet.hhs.gov/acquisition/pbc.htm**
https://cps.nih.gov/

Appendices
1. ROC Performance Requirements Summary
2. ROC Surveillance Activity Verification Form
3. EPA Contractor Performance Evaluation Form

ROC Performance Requirements Summary

(See Footnote # 1-3)

Tasks, Deliverable Monitored, Performance Requirements and Standards **See PWS and Att 3,& 4 for details**	**Surveillance Methodology**	**Acceptable Overall Performance Rating**	**Surveillance Frequency**
Task 1- Technical Reviews	Assessment by Gov't personnel of contractor comments.	3-good 4- excellent * 5- outstanding *	Monthly followed by annual formal evaluation
Task 2 - Meeting Support	Assessment by Gov't personnel of contractor support for meetings and conference calls	3-good 4- excellent * 5- outstanding *	Monthly followed by annual formal evaluation
Task 3- Field Activities and Data Review	Assessment by Gov't personnel of field and data activities provided by the contractor.	3-good 4- excellent * 5- outstanding *	Monthly followed by annual formal evaluation
Task 4 - Other Technical Support	Assessment by Gov't personnel of Other Technical Support provided by the contractor	3-good 4- excellent* 5- outstanding *	Monthly followed by annual formal evaluation
Overall Contract Management	Assessment by Gov't personnel of Reports or Work, Invoices, Ad Hoc Reports, contract management, etc.	3-good 4- excellent* 5- outstanding *	Monthly followed by annual formal evaluation

1. EPA will issue a written technical direction message (TDM) to clarify the document to be reviewed, to specify the due date, and to provide specific instructions concerning the deliverable required, i.e. perform a comprehensive review, detailed review, or cursory review. If not specifically directed otherwise in a TDM, the contractor shall review the Facility's documents for:

a) Assessment of whether the stated objectives are being met;
b) Completeness in the coverage (is stated logic adequate);
c) Technical accuracy and correctness (number ''crunching''); and
d) Compliance with EPA regulations and guidance.

Although comprehensive, detailed, and cursory reviews can encompass any or all of the requirements specified above, in general, comprehensive reviews shall require the most amount of time to complete, detailed reviews shall require a moderate amount of time to complete, and cursory reviews shall require the least amount of time to complete.

2. Please refer to the ROC-3 Contract for a listing of the Reports of Work.

3. See Appendix 3 - Contractors Performance Evaluations for the description of performance categories (quality, timeliness, cost control and business relations) and the performance ratings

(0,1,2,3,4, &5), and for definitions associated with the various ratings.

*** Performance Ratings of 4 (Excellent) or 5 (Outstanding) may contribute to a contractor receiving a possible incentive under the ROC . For more details, please refer to the ROC Performance Incentive Plan (Attachment 5).**

PROJECT SURVEILLANCE ACTIVITY VERIFICATION FORM

THIS FORM SHOULD BE RETURNED TO ANGIE COMMISSO (SFD-8) BY

Date: (Monthly Report and Invoice Distributed to Project Manager):

PROJECT MANAGER:	**CONTRACT-LEVEL COR: Angie Commisso**
Invoice #	**Period:**
Contractor:	**Contract Number:**
Project Number:	**Project Name:**

Please check one of the statements below and provide verification signature. Keep a copy of the verification form along with the invoice and monthly report for your record. **Any unreasonable and/or confusing information should be brought to the attention of the contractor and the contract-level COR in a prompt fashion.**

_____ I agree with this invoice and the deliverables provided. Sufficient progress has been made by the contractor to support payment of work performed.

_____ Contractor must provide additional justification for verification of costs on this project.

_____ Cost listed below should be withheld since they cannot be verified.

Comments/Explanation:

Monthly Contractor Surveillance/Performance Evaluation

In accordance with the Quality Assurance Project Plan, a performance evaluation for deliverables submitted this period will be completed for all projects. Any criteria that fall below average (or a score of 3) or any problem areas indicated below will be addressed immediately by the Contract-Level COR and the Project Manager. Please rate each criterion:

5 - Outstanding 4 - excellent 3 - good 2 - fair 1 - poor 0 - unsatisfactory

QUALITY Rating: _____

- Compliance with contract requirements
- Accuracy of reports
- Effectiveness of personnel
- Technical excellence

TIMELINESS OF PERFORMANCE Rating: _____

- Met interim milestones
- Reliability
- Responsive to technical direction
- Completed on time, including wrap-up and contract administration
- No liquidated damages assessed

COST CONTROL Rating: _____

- Record of forecasting and controlling target costs
- Current, accurate and complete billings
- Relationship of negotiated costs to actuals
- Cost efficiencies

BUSINESS RELATIONS Rating: _____

- Effective management, including subcontracts
- Reasonable/cooperative behavior
- Responsive to contract requirements
- Notification of problems
- Flexibility
- Proactive vs. Reactive
- Effective small/small disadvantaged business program

LIST ANY POSITIVE FEEDBACK OR PROBLEM AREAS THAT NEED TO BE ADDRESSED:

SIGNATURE AND DATE
I have reviewed the monthly deliverables, progress report and financial report and verify to the best of my ability the cost incurred.

Appendix 3 EPA Contractor Performance Evaluation

CONTRACTOR PERFORMANCE EVALUATION

Contractor	**PERFORMANCE EVENT REPORT**	
Contract Name & Number:	Evaluation Criteria Score Sheet	
Project Name	Project Number	
Project Manager	Evaluation Period: Final: __No ___Yes	
PERFORMANCE CRITERIA	**RATING**	**SUPPORTING COMMENTS**
QUALITY	_____5 _____4 _____3 _____2 _____1 _____0	
COST CONTROL	_____5 _____4 _____3 _____2 _____1 _____0	
TIMELINESS	_____5 _____4 _____3 _____2 _____1 _____0	
BUSINESS RELATIONS	_____5 _____4 _____3 _____2 _____1 _____0	
SUBCONTRACTS: **Are subcontracts involved?**	**____ Yes** **____ No**	**Comments: (Please comment on those subcontractors that have provided a significant contribution to overall contract performance)**
KEY PERSONNEL **Key Management:**		**Comments:**

Contractor	PERFORMANCE EVENT REPORT	
CUSTOMER SATISFACTION: **Was the contractor committed to customer satisfaction?** **If this is the final report after contract expiration, would you recommend the selection of this contractor again?**	____ Yes ____ No ___ Yes ____ No	**Comments:**

Project Manager Signature_____ Date:_____

CL-COR Signature_____ Date:_____

Ratings and Performance Categories

The contractor shall be evaluated based on the following ratings and performance categories:

Ratings:

0 = unsatisfactory
1 = poor
2 = fair
3 = good
4 = excellent
5 = outstanding

Performance Categories:

Quality: Compliance with contract requirements; accuracy of reports; effectiveness of personnel; and technical excellence.

Rating:

0 - Contractor is not in compliance and is jeopardizing achievement of contract objectives
1 - Major problems have been encountered
2 - Some problems have been encountered
3 - Minor inefficiencies/errors have been identified
4 - Contractor is in compliance with contract requirements and/or delivers quality products/services
5 - The contractor has demonstrated an outstanding performance level that justifies adding a point to the score. It is expected that this rating will be used in those circumstances when contractor performance clearly exceeds the performance level described as "Excellent."

Cost Control: Record of forecasting and controlling target costs; current, accurate and complete billings; relationship of negotiated costs to actuals; cost efficiencies.

Rating:

0 - Contractor is unable to manage costs effectively
1 - Contractor is having major difficulty managing costs effectively
2 - Contractor is having some problems managing costs effectively
3 - Contractor is usually effective in managing costs
4 - Contractor is effective in managing costs and submits current, accurate and complete billings
5 - The contractor has demonstrated an outstanding performance level that justifies adding a point to the score. It is expected that this rating will be used in those circumstances when contractor performance clearly exceeds the performance level described as "Excellent."

Timeliness of Performance: Met interim milestones; reliability; responsive to technical direction; completed on time, including wrap-up and contract administration; met delivery schedules; no liquidated damages assessed.

Rating:

0 - Contractor delays are jeopardizing performance of contract objectives
1 - Contractor is having major difficulty meeting milestones and delivery schedule

2 - Contractor is having some problems meeting milestones and delivery schedule
3 - Contractor is usually effective in meeting milestones and delivery schedule
4 - Contractor is effective in meeting milestones and delivery schedule
5 - The contractor has demonstrated an outstanding performance level that justifies adding a point to the score. It is expected that this rating will be used in those circumstances when contractor performance clearly exceeds the performance level described as "Excellent."

EPA CONTRACTOR PERFORMANCE EVALUATIONS DEFINITIONS (Appendix 3 Continued)

Business Relations: Effective management, including subcontracts; reasonable/cooperative behavior; responsive to contract requirements; notification of problems; flexibility; pro-active versus reactive.

Rating:

0 - Response to inquiries, technical/service/administrative issues is not effective
1 - Response to inquiries, technical/service/administrative issues is marginally effective
2 - Response to inquiries, technical/service/administrative issues is somewhat effective
3 - Response to inquiries, technical/service/administrative issues is usually effective
4 - Response to inquiries, technical/service/administrative issues is effective
5 - The contractor has demonstrated an outstanding performance level that justifies adding a point to the score. It is expected that this rating will be used in those circumstances when contractor performance clearly exceeds the performance level described as "Excellent."

Attachment 4, Incentives/Disincentives

I. INTRODUCTION

The Performance Incentive Plan (PIP) is an EPA-developed plan that provides a mechanism for giving an incentive for excellent or outstanding performance as well as a mechanism for giving disincentives for the contractor's unacceptable (fair, poor or unsatisfactory) performance. These performance ratings (outstanding, excellent, good, fair, poor, and unsatisfactory) are presented in EPAAR 1552.209-76 (October 2002).

The decision to exercise an award term incentive option under the contract is dependent upon government need, availability of funding, and the contractor's performance over the evaluation periods. The evaluation portion of the award term decision is based upon an evaluation by the program office and contracting personnel regarding the contractor's performance. The purpose of the award term incentive is to motivate the contractor to provide excellent or outstanding performance of activities both collectively and individually on all projects issued under the contract.

The contract consists of a base period (two years) with a minimum contract value of $100,000 and one or two three-year award terms.

Please refer to the Attachments 3 and 4 for performance evaluation methodology and surveillance information. This information is summarized in Attachment 4, Appendix 1.

II. BASIS AND PROCEDURES FOR EVALUATING PERFORMANCE

After the completion of each contract year, the Contract-level Contracting Officer Representative (CL-COR) will obtain an annual evaluation form for each project from the project managers using this contract. The CL-COR will complete an additional evaluation focusing upon the overall management of the contract. All evaluations will address Quality of Product or Service, Cost Control, Timeliness and Business Relations. The ratings for each of these areas will use the scales and format of the EPA Contract Performance Evaluation Form (See Attachment 4, Appendix 3). The annual evaluations will be supported by the monthly Project Surveillance Activity Verification forms completed by the project managers and the CL-COR (see Attachment 4, Appendix 2).

The numeric performance ratings (0, 1, 2, 3, 4, 5) will be applied to the performance categories (quality, timeliness, cost control and business relations). The ratings for each category will then be given a straight average to arrive at the Contract's overall rating. This yearly Contract Rating will factor into the determination of application of the award term incentive.

PROCEDURES

The contracting officer shall initiate the process for completing interim reports within five (5) business days after the end of each 12 months of contract performance. In addition, the contracting officer shall initiate the process for completing final Reports within five (5) business

days after the last 12 months (or less) of contract performance by requesting the project officer to evaluate contractor performance for the final Report. The final Report shall cover the last 12 months (or less) of contract performance.

1. Within thirty (30) business days after the CL-COR receives a request from the contracting officer to complete an evaluation, the CL-COR shall:

(a) Complete a description of the contract requirements;

(b) Evaluate contractor performance and assign a rating for quality, cost control, and timeliness of performance categories (including a narrative for each rating);
(c) Provide any information regarding subcontracts, key personnel, and customer satisfaction;
(d) Assign a recommended rating for the business relations performance category (including a narrative for the rating); and
(e) Provide additional information appropriate for the evaluation or future evaluations.

2. Once the CL-COR submits the required information, the contracting officer shall:

(a) Review the CL-COR's evaluation and verify that the evaluation is supportable.
(b) Concur with or revise the CL-COR ratings after consultation with the CL-COR officer;
(c) Provide any additional information in the performance categories if deemed appropriate for the evaluation or future evaluations (if any), and provide any information regarding subcontracts, key personnel, and customer satisfaction; and
(d) Forward the Report to the contractor within ten (10) business days after the contracting officer receives the CL-COR's evaluation.

3. The contractor shall be granted thirty (30) business days from the date of the contractor's receipt of the Report to review and provide a response to the contracting officer regarding the contents of the Report. The contractor shall:

(a) Review the Report;
(b) Provide a response (if any) to the contracting officer on company letter head or electronically;
(c) Complete contractor representation information; and
(d) Forward the Report to the contracting officer within the designated thirty (30) business days.

4. The contractor's response to the Report may include written comments, rebuttals (disagreements), or additional information. If the contractor does not respond to the Report within the designated thirty (30) business days, the specified ratings in the Report are deemed appropriate for the evaluation period. In this instance, the contracting officer shall complete the Agency review and sign the Report within three (3) business days after expiration of the specified 30 business days.

5. If the contractor submits comments, rebuttals (disagreements), or additional information to the contracting officer which contests the ratings, the contracting officer, in consultation with the CL-COR, shall initially try to resolve the disagreement(s) with the contractor.

6. If the disagreement(s) is (are) not resolved between the contractor and the contracting officer, the contracting officer shall provide a written recommendation to one level above the contracting officer for resolution as promptly as possible, but no later than five (5) business days after the contracting officer is made aware that the disagreement(s) has (have) not been resolved with the contractor. The individual who is one level above the contracting officer shall:

(a) Review the contracting officer's written recommendation; and
(b) Provide a written determination to the contracting officer for summary ratings (ultimate conclusion for ratings pertaining to the performance period being evaluated) within five (5) business days after the individual one level above the contracting officer receives the contracting officer's written recommendation.

7. If the disagreement is resolved, the contracting officer shall complete the Agency review and sign the Report within three (3) business days after consultation.

8. The contracting officer shall complete the Agency review and sign the Report within three (3) business days after the contracting officer receives a written determination for summary ratings from one level above the contracting officer.

9. An interim or final Report is considered completed after the contracting officer signs the Report. The contracting officer must provide a copy of completed Reports (interim and final) to the contractor within two (2) business days after completion.

III. APPLICATION OF INCENTIVE/DISINCENTIVE (s)

At the conclusion of each contract year, a contract rating will be determined using the basis and procedures specified in Section II of the Performance Incentive Plan. The first Award Term Incentive decision shall occur at the conclusion of the contract's first year. The CL-COR shall apply a straight average of ratings. The results of that average rating will translate into the following:

Performance Rating	Incentive/Disincentive
4.0 to 5.0	Extend contract for 36 months (Contract Year 5)
3.9 or less	Contract ends after completion of base period and/or reaching minimum contract value (Contract Year 2 or less)

Should the first award term incentive be granted, the second Award Term Incentive decision shall occur at the conclusion of the contract's fourth year. The CL-COR will apply a straight average of ratings for Years 2, 3, and 4 utilizing yearly ratings (interim reports). The results will translate into the following:

Performance Rating	Incentive/Disincentive
4.3 to 5.0	Extend contract for 36 months (Contract Year 8)

4.2 or less	Contract ends after completion of first award term incentive period (Contract Year 5)

IV. INDIVIDUAL PROJECTS

In the event that the contractor has performed less than satisfactorily (fair, poor, unsatisfactory) on an individual project during a contract year, EPA reserves the right to require the contractor to correct the deficiencies, as provided in FAR 52.246-6 (May 2001) INSPECTION-TIME AND MATERIAL AND LABOR-HOUR and/or remove work assigned to the contractor for a project that is rated overall poor or unsatisfactory. The deficient effort will be documented on the ROC Surveillance Activity Verification Form (QASP, Appendix 2). The government reserves the right to increase surveillance activities of similar type work and may request revision of the contractor's Quality Management Plan at no additional cost to the government.

V. CANCELLATION OF AWARD TERM INCENTIVE

The Government has the unilateral right to cancel award term incentive option periods, prematurely end an incentive period, and terminate the award term incentive option plan if:

1. The Government no longer has a need for the award term;
2. The Government does not have funds available for the award term option period; or
3. The contractor has failed to achieve a score of good (3.0) or better for one or more evaluation periods.

For more details, refer to EPAAR 1552.217-76 (April 1984) for guidance on administration of award term incentives.