2089114

W A R N I N G

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SFUND RECORDS CTR
2089114

AWARD/CONTRACT

1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 350) | RATING | PAGE OF PAGES

2. CONTRACT (Proc. Inst. Ident.) NO. 68-W6-0010

3. EFFECTIVE DATE DEC 15 1995

4. REQUISITION/PURCHASE REQUEST PROJECT NO. W302002G3

5. ISSUED BY CODE

Environmental Protection Agency
Reg Plcmt Br Site Eval & Enf Sect
401 M Street, S.W. (3805F)
Washington, DC 20460

6. ADMINISTERED BY (If other than Item 5) CODE

Environmental Protection Agency
U.S. EPA - REGION IX
75 Hawthorne Street
San Francisco, CA 94105

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

ECOLOGY AND ENVIRONMENT
BUFFOLO CORPORATE CENTER
368 PLEASANT VIEW DRIVE
LANCASTER, NY 14086

CODE | FACILITY CODE

8. DELIVERY

[] FOB ORIGIN [X] OTHER (See below)

9. DISCOUNT FOR PROMPT PAYMENT

None

10. SUBMIT INVOICES (4 copies unless otherwise specified) To THE ADDRESS SHOWN IN: ITEM 12

11. SHIP TO MARK FOR CODE

If applicable, see Section B of the schedule.

12 PAYMENT WILL BE MADE BY CODE

Environmental Protection Agency
Research Triangle Park Financial
Management Cntr(Mail Code MD-32)
Research Triangle Park, NC 27711

13. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION:

[] 10 U.S.C. 2304(c)( ) [] 41 U.S.C. 253(c)( )

14. ACCOUNTING AND APPROPRATION DATA

See Accounting and Appropriation data in Section B

15A. ITEM NO.	15B. SUPPLIES/SERVICES	15C. QUANTITY	15D. UNIT	15E. UNIT PRICE	15F. AMOUNT
	PLEASE SEE SECTIOB OF THE CONTRACT				

15G. TOTAL AMOUNT OF CONTRACT $12,381,852

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G	CONTRACT ADMINISTRATION DATA		L	INSTRS., CONDS., AND NOTICES TO OFFERORS	
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CONTRACTING OFFICER WILL COMPLETE ITEM 17 OR 18 AS APPLICABLE

17. [X] CONTRACTOR'S NEGOTIATED AGREEMENT (Contractor is required to sign this document and return 1 copies to issuing office). Contractor agrees to furnish and deliver all items or perform all the services set forth or otherwise identified above and on any continuation sheets for the consideration stated herein. The rights and obligations of the parties to this contract shall be subject to and governed by the following document: (a) this award/contract, (b) solicitation, if any, and (c) such provisions, representations, certifications, and specifications, as are attached or incorporated by reference herein. (Attachments are listed herein.)

18. [] AWARD (Contractor is not required to sign this document.) Your offer on Solicitation Number ____, including the additions or changes made by you which additions or changes are set forth in full above, is hereby accepted as to the items listed above and on any continuation sheets. This award consummates the contract which consists of the following documents: (a) the Government's solicitation and your offer, and (b) this award/contract. No further contractual document is necessary.

19A. NAME AND TITLE OF SIGNER (Type or print)
Frank B. Silvestro
Executive Vice President

20A. NAME OF CONTRACTING OFFICER
JOSEPH F. WADDELL

19B. NAME OF CONTRACTOR
BY Frank B. Silvestro
(Signature of person authorized to sign)

19C. DATE SIGNED 12/14/95

20B. UNITED STATES OF AMERICA
BY Joseph F. Waddell
(Signature of Contracting Officer)

20C. DATE SIGNED DEC 15 1995

NSN 7540-01-152-8069
PREVIOUS EDITION UNUSABLE

26-107

STANDARD FORM 26 (REV 4-85)
Prescribed by GSA
FAR (48 CFR) 53.214(a)

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PART I - THE SCHEDULE

SECTION B - SUPPLIES OR SERVICES AND PRICES/COSTS

DCN	BFYS	APPR NUMBER	ORG	PROGRAM ELEMENT	SITE/ PROJECT	COST ORG	OBJ CLSS	AMOUNT	P / C
DA0005	96	T	720	TFA	HQOOTOO		2505	$450,000.00	P

B.1 LEVEL OF EFFORT--COST-REIMBURSEMENT TERM CONTRACT (EPAAR 1552.212-70) (APR 1984)

(a) The Contractor shall perform all work and provide all required reports within the level of effort specified below. The Government will order 140,700 direct labor hours for the base period which represents the Government's best estimate of the level of effort required to fulfill these requirements.

(b) Direct labor includes personnel such as engineers, scientists, draftsmen, technicians, statisticians, and programmers and not support personnel such as company management, typists, and key punch operators even though such support personnel are normally treated as direct labor by the Contractor. The level of effort specified in paragraph (a) includes Contractor, subcontractor, and consultant labor hours.

(c) If the Contractor provides less than 90 percent of the level of effort specified for the base period or any optional period ordered, an equitable downward adjustment of the fixed fee, if any, for that period will be made. The Government may require the Contractor to provide additional effort up to 110 percent of the level of effort for any period until the estimated cost for that period has been reached. However, this additional effort shall not result in any increase in the fixed fee, if any. If this is a cost-plus-incentive-fee (CPIF) contract, the term "fee" in this paragraph means "base fee and incentive fee." If this is a cost-plus-award-fee (CPAF) contract, the term "fee" in this paragraph means "base fee and award fee."

(d) If the level of effort specified to be ordered during a given base or option period is not ordered during that period, that level of effort may not be accumulated and ordered during a subsequent period.

(e) These terms and conditions do not supersede the requirements of either the "Limitation of Cost" or "Limitation of Funds" clauses.

B.2 TECHNICAL DIRECTION DOCUMENTS

(a) The Contractor shall only perform work under this contract as specified in written Technical Direction Documents (TDDs) issued by the Contracting Officer (CO) or the Contracting Officer's Designee (Project Officer or Deputy Project Officer). For verbal authorizations, see paragraph (e) of this clause.

Only the Contracting Officer shall issue TDDs for the following activities:

- Annual Work Plan
- All work NOT identified in the Annual Work Plan (except for emergency or time-critical response actions)
- Training
- Community Relations (except for community relations as part of an emergency or time-critical response actions)
- Overtime (except for overtime as part of an emergency or time-critical response action)

The Contracting Officer's Designee has the authority to issue TDDs for the following activities:

- Emergency Response Actions
- Time-Critical Response Actions
- Work identified in the Annual Work Plan
- Community Relations as part of an emergency or time-critical response action

(b) At the beginning of the period of performance the Contracting Officer shall issue an Annual Work Plan TDD. This TDD will identify EPA's anticipated workload for the year. Within 15 calendar days after receipt of the TDD, the Contractor shall submit an Annual Work Plan containing a detailed technical and staffing plan, as well as, a detailed cost estimate. The Contractor shall submit 1 copy of the annual Work Plan to the Contracting Officer and 1 copy to the Project Officer. Within 45 calendar days after receipt of the Contractor's Annual Work Plan the Contracting Officer will provide written approval or disapproval of the plan to the Contractor. An Annual Work Plan TDD will be issued each year for the life of the contract.

(c) During the performance period PRIOR to Annual Work Plan approval the Contracting Officer shall issue ALL TDDs with the exception of TDDs for emergency or time-critical response actions. During the performance period AFTER the approval of the Annual Work plan, work shall be issued as stated in paragraph (a) above.

(d) Once the Annual Work Plan has been approved by the Contracting Officer, the Project Officer/Deputy project Officer (PO/DPA) will issue subsequent TDDs to order specific work that has been identified in the Annual Work Plan.

(e) When warranted by an emergency, a TDD may be issued verbally under this contract. This verbal authorization may be made by the EPA On-Scene Coordinator (OSC), PO, DPO or CO. The Contractor shall begin work immediately upon receipt of a verbally-issued TDD. Overtime required during an emergency action will be authorized by the OSC. A written TDD must then be issued within five (5) calendar days by the PO or DPO.. The TDD shall indicate the date on which the TDD was verbally issued.

(f) If the purpose of a TDD is to revise efforts specified by a previous TDD, the TDD shall specifically reference the prior TDD and the effort being revised.

(g) The Contractor shall acknowledge receipt of each TDD by returning a

signed copy of the TDD to the issuing official within five (5) calendar days after its receipt. The Contractor shall begin work immediately upon receipt of a TDD.

(h) For any TDD requiring preparation by the Contractor of a project work plan (this is NOT an Annual Work Plan), the TDD will outline the details for the submission of the project work plan (i.e., submission date, approval date).

(i) Each TDD may/will include the following:

(1) Numerical designation of the TDD
(2) Cost center
(3) The estimate of required labor hours
(4) Estimated TDD dollar amount
(5) Source of funds (i.e., CERCLA, OPA, CEPP, other)
(6) EPA Site Identification Number, 2 digit EPA SS ID and 9 digit CERCLIS # (if applicable)
(7) Site name, city, county, and state
(8) Overtime approved (see above for required authorization)
(9) Period of performance
(10) Reference information
(11) Descriptive title to tasks
(12) Specific tasks, including the anticipated end product(s)
(13) Interim deadlines, including completion dates for each specific effort
(14) Desired report format
(15) Comments
(16) Signatures and dates
(17) Descriptor (for Contractor use)
(18) Distribution (The CO shall be included on the distribution of all TDDs issued under this contract)
(19) Priority
(20) Reference Statement of Work
(21) Conflict of Interest Search
(22) Schedule of deliverables

(j) Upon completion of all tasks within a given TDD, the Contractor shall submit a final Acknowledgement of Completion (AOC) form to the PO/DPO for approval. A copy of the AOC shall also be submitted to the Contracting Officer. ACOs shall include the following information:

(1) Cost center
(2) AOC Number
(3) Response Type (e.g., pre-remedial, etc.)
(4) Original Authorized Costs
(5) Actual Total Costs
(6) PO/DPO Action
(7) Comments
(10) Signatures and Dates
(11) Distribution

(k) This clause does not change the requirements of the "Level of Effort" clause nor the notification requirements of either the "Limitation of Cost" or "Limitation of Funds" clauses.

(l) TDDs shall not allow for any change to the terms or conditions of the contract. Where any language in the TDD may suggest a change to the terms or conditions, the Contractor shall immediately notify the Contracting Officer.

(m) Within 20 days of receipt of the TDD, the Contractor shall provide a conflict of interest (COI) certification. Where TDDs are issued under this contract for work on or directly related to a site, the Contractor is only required to provide a COI certification for the first TDD issued for that site. For all subsequent work on that site under this contract, the Contractor has a continuing obligation to search and report any actual or potential conflicts of interest, but no additional COI certifications are required.

Before submitting the COI certification, the Contractor shall search its records accumulated, at a minimum, over the past three years immediately prior to the receipt of the TDD. In the COI certification, the Contractor must certify, to the best of the Contractor's knowledge and belief, that all actual or potential organizational conflicts of interest have been reported to the Contracting Officer or that, to the best of the Contractor's knowledge and belief, no actual or potential organization conflicts of interest exist. In addition, the Contractor must certify that its personnel who perform work under this TDD or relating to this TDD, have been informed of their obligation to report personal and organizational conflicts of interest to the Contractor. The certification shall also include a statement that the Contractor recognizes its continuing obligation to identify and report any actual or potential conflicts of interest arising during performance of this TDD or other work relating to this site.

B.3 ESTIMATED COST AND FIXED FEE (EP 52.216-190) (APR 1984)

(a) The estimated cost of this contract is $11,523,951.

(b) The fixed fee is $857,901.

(c) The total estimated cost and fixed fee is 12,381,852.

B.4 SPECIAL LIMITATION OF COST PROVISION FOR TECHNICAL DIRECTION DOCUMENTS

The purpose of this clause is to specify cost controls which will apply to Technical Direction Documents (TDDs).

(a) The Contractor agrees to perform the work specified in each TDD issued under this contract within the approved TDD ceiling amount stated in that TDD. If, at any time, the Contractor has reason to believe that the total cost for performance of a TDD will be greater than the TDD ceiling amount stated in that TDD or at least 10% less, the Contractor shall notify the Contracting Officer and the Project Officer in writing to that effect, giving its revised estimate of the total cost for the performance of that TDD.

(b) The Contractor shall notify the Contracting Officer and Project Officer in writing whenever it has reason to believe that the costs it expects to incur under a TDD in the next 30 calendar days, when added to all costs previously incurred under the TDD, will exceed 75 percent of the ceiling amount specified in the TDD (for purposes of this clause, term "ceiling

amount" means the ceiling amount of the TDD inclusive of all modifications to the TDD ceiling amount). The notice shall state the estimated amount of additional funds required to continue performance for the period specified in the TDD.

(c) If under an emergency TDD (as defined in Clause B.2 titled "TECHNICAL DIRECTION DOCUMENTS") costs incurred are 75 percent of the ceiling amount specified in the TDD, the Contractor must notify the Contracting Officer and Project Officer IMMEDIATELY.

(d) Except as required by other provisions of this contract specifically cited and stated to be an exception to this clause, the Government shall not be obligated to reimburse the Contractor for costs incurred in performing a TDD in excess of the TDD ceiling amount approved for that TDD, and the Contractor shall not be obligated to continue performance of a TDD or otherwise to incur costs in excess of the ceiling amount approved in that TDD, unless and until the Contracting Officer, or the Contracting Officer's designee authorized to issue the TDD, has notified the Contractor in writing that such TDD ceiling amount has been increased and has specified in such notice a TDD ceiling amount which shall thereupon constitute the estimated cost of performance of that TDD. No notice, communication, or representation in any other form or from any person other than the Contracting Officer or the Contracting Officer's designee authorized to issue the TDD, shall affect the estimated cost of a TDD. In the absence of the specified notice, the Government shall not reimburse the Contractor for any cost related to the TDD exceeding the TDD ceiling amount. When and to the extent that the TDD ceiling amount approved in a TDD has been increased, any costs incurred by the Contractor in excess of the TDD ceiling amount prior to such increase shall be allowable to the same extent as if such costs had been incurred after the increase, unless the Contracting Officer or the Contracting Officer's designee authorized to issue the TDD, issues a termination or other notice with respect to that TDD and directs that the increase is solely for the purpose of covering termination or other specified expenses in connection with that TDD.

B.5 OTHER DIRECT COSTS (EP 52.231-110) (APR 1984)

For the categories listed, direct costs in excess of the following are not allowable as a charge to this contract without the prior written approval of the Contracting Officer:

BASE PERIOD

Other Direct Cost Items	Maximum Amounts
Travel	$488,770
Subcontracts	$1,083,265
Analytical Services	$1,895,712
Equipment	$1,085,431
Misc. ODCs	$610,000

Note: The above maximum amounts do not include team subcontractor costs except other direct costs incurred by the team subcontractors.

B.6 LIMITATION OF FUNDS NOTICE (EP 52.232-100) (APR 1984)

(a) Pursuant to the Limitation of Funds clause, incremental funding in the amount of $418,821 is allotted to cover estimated cost. Funds in the amount of $31,179 are provided to cover the corresponding increment of fixed fee. The amount allotted for costs is estimated to cover the contractor's performance through July 31, 1996.

(b) When the contract is fully funded as specified in the Estimated Cost and Fixed Fee Clause (EP52.216-190), the Limitation of Cost clause shall become applicable.

B.7 CONTRACT PRICING

The total estimated cost and fixed fee for this contract contains discounts, as proposed in the contractor's Best and Final Offer of November 9, 1995, on certain indirect rates which are contingent upon certain thresholds of level-of-effort being incurred by the contractor. The contract is structured in the following manner:

1. A dedicated level-of-effort for the base period of five (5) years.

2. Optional increments for additional dedicated level-of-effort available over the 5 year period of performance.

3. Optional increments for additional non-dedicated level-of-effort available over the 5 year period of performance.

As optional increments are exercised and the level-of-effort hours are actually incurred by the contractor, several reduced indirect rate ceilings become applicable. The specific level-of-effort thresholds and particular rates are identified in the Section G clause entitled, INDIRECT COSTS. Although this contract is for a five year base period, the indirect rates, indirect rate ceilings and level-of-effort thresholds are expressed and applicable by contract year as proposed to accomodate the contractor's accounting system. It should be noted that the level-of-effort thresholds identified in the INDIRECT COSTS clause, become effective when the level-of-effort is actually incurred by the contractor as opposed to when it is ordered by the Government. In addition, the level-of-effort thresholds indicated reflect cumulative level-of-effort over the course of the contract.

SECTION C - DESCRIPTION/SPECIFICATIONS/WORK STATEMENT

C.1 NOTICE REGARDING PROHIBITED CONTRACTOR ACTIVITIES ON ENVIRONMENTAL PROTECTION AGENCY (EPA) CONTRACTS (EP 52.000-000) (NOV 1994)

The Contractor shall not perform any of the following activities on behalf of EPA in connection with this contract:

1. The actual preparation of Congressional testimony.

2. The interviewing or hiring of individuals for employment at EPA.

3. Developing and/or writing of Position Descriptions and Performance Standards.

4. The actual determination of Agency policy.

5. Participating as a voting member on a Performance Evaluation Board; participating in and/or attending Award Fee meetings.

6. Preparing Award Fee Letters, even under typing services contracts.

7. The actual preparation of Award Fee Plans.

8. The preparation of documents on EPA Letterhead other than routine administrative correspondence.

9. Reviewing vouchers and invoices for the purposes of determining whether costs, hours, and work performed are reasonable.

10. The preparation of Statements of Work, Work Assignments, Technical Direction Documents, Delivery Orders, or any other work issuance document under a contract that the contractor is performing or may perform. Such a work issuance document, prepared by an EPA prime contractor under an EPA prime contract for its subcontractor, is exempt from this prohibition.

11. The actual preparation of responses to audit reports from the Inspector General, General Accounting Office, or other auditing entities.

12. Preparing responses to Congressional correspondence.

13. The actual preparation of responses to Freedom of Information Act requests, other than routine, non-judgmental correspondence.

14. Any contract which authorizes a contractor to represent itself as EPA to outside parties.

15. Conducting administrative hearings.

16. Reviewing findings concerning the eligibility of EPA employees for security clearances.

17. The actual preparation of an office's official budget request.

C.2 COMPLIANCE WITH EPA POLICIES FOR INFORMATION RESOURCES MANAGEMENT (EPAAR 1552.210-79) (JUN 1994)

(a) Definition. Information Resources Management (IRM) is defined as any planning, budgeting, organizing, directing, training, promoting, controlling, and managing activities associated with the burden, collection, creation, use and dissemination of information. IRM includes both information itself, and the management of information and related resources such as personnel, equipment, funds, and technology. Examples of these services include but are not limited to the following:

(1) The acquisition, creation, or modification of a computer program or automated data base for delivery to EPA or use by EPA or contractors operating EPA programs.

(2) The analysis of requirements for, study of the feasibility of, evaluation of alternatives for, or design and development of a computer program or automated data base for use by EPA or contractors operating EPA programs.

(3) Services that provide EPA personnel access to or use of computer or word processing equipment, software, or related services.

(4) Services that provide EPA personnel access to or use of: Data communications; electronic messaging services or capabilities; electronic bulletin boards, or other forms of electronic information dissemination; electronic record-keeping; or any other automated information services.

(5) Services that are subject to the Brooks Act of 1965, as amended (Pub. L. 89-306).

(b) General. The contractor shall perform any IRM related work under this contract in accordance with the IRM policies set forth in this clause.

(c) IRM Policies, Data Standards, and Procedures: EPA IRM policies, standards, and procedures are set forth in the Directives noted below.

(1) Agency Directives.

2100 Information Resources Management Policy Manual
2140 Uniform Rulemaking Docket Manual
2160 Records Management Manual
2181 Operations and Maintenance Manual
2182 EPA System Design and Development Guidance
2190 Privacy Act Manual
2195 EPA Information Security Manual
2180.1 EPA Order--Chemical Abstract Services Registry Number Data Standard
2180.2 EPA Order--Data Standards for the Electronic Transmission of Laboratory Measurement Results
2180.3 EPA Order - Facility Identification Standard
7500.1A EPA Order - Minimum Set of Data Elements for Groundwater

(2) National Data Processing Division (NDPD) Directives

NDPD Operational Directives Manual. This document contains procedural information about the operation of the Agency's computing and telecommunications services. EPA Hardware and Software Standards. These standards have been established to ensure that the Agency's information technology components integrate properly into its technological infrastructure.

(d) Distribution. Documents listed in Section 1 above may be obtained from:

U.S. Environmental Protection Agency
Printing Services and Mail Management Branch
Mail Code: 3204
401 M Street SW.
Washington, DC 20460
Phone: (202) 260-5797

The documents issued by NDPD noted in Section (2) above are included on the EPADOC CD-ROM. Other useful EPA documents are also available on this CD-ROM. Copies are available from:

Government Printing Office
Superintendent of Documents
Washington, D.C. 20402-9325
Phone: (202) 783-3238

(When ordering, please specify stock number 005-000-00470-6. Credit cards are accepted.)

(e) Additional IRM Directives. Attachment(s) to this contract may include revised directives and directives otherwise not referenced in paragraph (c) of this clause. Compliance with these directives is as required under paragraph (b) of this clause.

(f) Change orders. In accordance with the Changes clause, the Contracting Officer may revise, delete, or add IRM directives. Any adjustment to this contract arising from such a change shall be in accordance with the procedures for an equitable adjustment under the Changes clauses.

C.3 STATEMENT OF WORK--CONTRACT WHERE WORK IS ORDERED BY TECHNICAL DIRECTION DOCUMENTS

The Contractor shall furnish the necessary personnel, material, equipment, services and facilities (except as otherwise specified), to perform the Statement of Work/Specifications included in ATTACHMENT A.

The Contractor shall perform work under this contract only as directed in Technical Direction Documents issued by the Contracting Officer or the Contracting Officer's Designee (See Clause B.2 titled "Technical Direction Documents").

SECTION D - PACKAGING AND MARKING

D.1 PRESERVATION, PACKING, AND PACKAGING INSTRUCTIONS

Preservation, packing, and packaging for shipment shall be in accordance with commercial practice and shall be adequate for acceptance by common carrier and safe transportation at the most economical rates. Special packaging and marking, if applicable shall be designated in individual TDDs.

SECTION E - INSPECTION AND ACCEPTANCE

E.1 NOTICE Listing Contract Clauses Incorporated by Reference

NOTICE:

The following solicitation provisions and/or contract clauses pertinent to this section are hereby incorporated by reference:

FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1)

NUMBER	DATE	TITLE
52.246-5	APR 1984	INSPECTION OF SERVICES--COST-REIMBURSEMENT

E.2 INSPECTION AND ACCEPTANCE (EP 52.246-100) (APR 1984)

(a) The Contracting Officer or the duly authorized representative will perform inspection and acceptance of materials and services to be provided.

(b) For the purposes of this clause, the Project Officer is the authorized representative of the Contracting Officer.

(c) Inspection and acceptance will be performed as specified in each Technical Direction Document.

SECTION F - DELIVERIES OR PERFORMANCE

F.1 NOTICE Listing Contract Clauses Incorporated by Reference

NOTICE:

The following solicitation provisions and/or contract clauses pertinent to this section are hereby incorporated by reference:

FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1)

NUMBER	DATE	TITLE
52.212-13	AUG 1989	STOP-WORK ORDER ALTERNATE I (APR 1984)

F.2 REPORTS OF WORK (EPAAR 1552.210-70) (APR 1984) DEVIATION

The Contractor shall prepare and deliver reports and a technical report abstract for each initial draft and final technical report in accordance with Attachment B.

F.3 WORKING FILES (EPAAR 1552.210-75) (APR 1984)

The Contractor shall maintain accurate working files on all work documentation including calculations, assumptions, interpretations of regulations, sources of information, and other raw data required in the performance of this contract. The Contractor shall provide the information contained in its working files upon request of the Contracting Officer.

F.4 USE OF RECOVERED MATERIALS IN PAPER AND PAPER PRODUCTS (EP 52.210-150) (JUN 1991)

(a) If the Contractor is required under this contract to deliver any of the paper and paper products listed below, all such items delivered shall meet the minimum content standards for recovered materials, postconsumer recovered materials, or waste paper set forth below in paragraph (b).

(1) Recovered materials are defined as waste material and by- products that have been recovered or diverted from solid waste, not including those materials and by-products generated from, and commonly reused within, an original manufacturing process.

(2) Postconsumer recovered materials are defined as waste materials recovered from retail stores, office buildings, homes, and so forth after they passed through their end usage as a consumer item.

(3) Waste paper is defined as all items from the first two categories above in addition to forest residues, and manufacturing and other wastes.

(b) Unless otherwise directed by the Contracting Officer, the Contractor shall use "High Grade Bleached Printing and Writing Papers" as defined in this clause to produce all progress reports, draft reports, final reports, any other products required to be delivered to the Government under this contract.

EPA MINIMUM CONTENT STANDARDS FOR SELECTED PAPER AND PAPER PRODUCTS

	Minimum % Recovered Materials	Minimum % Postconsumer Recovered Materials	Minimum% Waste Paper
NEWSPRINT	40		
HIGH GRADE BLEACHED PRINTING AND WRITING PAPERS:			
Offset printing			50
Mimeo and duplicator paper			50
Writing (stationery)			50
Office paper (e.g., note pads)			50
Paper for high speed copiers			50
Envelopes			50
Form bond including computer paper and carbonless			50
Book papers			50
Bond papers			50
Ledger			50
Cover stock			50
Cotton Fiber papers	25		50
TISSUE PRODUCTS:			
Toilet tissue		20	
Paper towels		40	
Paper napkins		30	
Facial tissue		5	
Doilies		40	
Industrial wipes		0	
UNBLEACHED PACKAGING:			
Corrugated boxes		35	
Fiber boxes		35	
Brown papers (e.g. bags)		5	
RECYCLED PAPERBOARD:			
Recycled paperboard products		80	
Pad backing		90	

F.5 USE OF DOUBLE-SIDED COPYING IN THE SUBMISSION OF REPORTS (EP 52.210-160) (JUL 1990)

(a) For the purpose of this clause, "double sided copying" means copying two one-sided originals on to the front and back side of one sheet of paper.

(b) Unless otherwise directed by the Contracting Officer, the Contractor shall use double-sided copying to reproduce any progress report, draft report

or final report in response to this contract.

F.6 PERIOD OF PERFORMANCE (EP 52.212-140) (APR 1984)

The period of performance of this contract shall be from date of award through 60 months after date of award exclusive of all required reports.

F.7 ACQUISITION OF MICROCOMPUTERS INCLUDING PERSONAL COMPUTERS, MONITORS, AND PRINTERS (ENERGY STAR REQUIREMENTS) (EP 52.239-103) (JUN 1994)

(a) The Contractor shall provide computer products that meet EPA Energy Star requirements for energy efficiency. By acceptance of this contract, the contractor certifies that all microcomputers, including personal computers, monitors, and printers, meet EPA Energy Star requirements for energy efficiency.

(b) The contractor shall ship all products with the standby feature activated or enabled.

(c) The contractor shall provide models that have equivalent functionality to similar non-power managed models. This functionality should include as a minimum:

(1) The ability to run commercial off-the-shelf software both before and after recovery from a low power state, including retention of files opened (with no loss of data) before the power management feature was activated.

(2) If equipment will be used on a local area network (LAN), the contractor shall provide equipment that is fully compatible with network environments, e.g., PC's resting in a low-power state should not be disconnected from the network.

(d) The contractor shall provide monitors that are capable of being powered down when connected to the accompanying PC.

SECTION G - CONTRACT ADMINISTRATION DATA

G.1 PAYMENT OF FEE (EPAAR 1552.216-74) (MAY 1991)

(a) The term "fee" in this clause refers to either the fixed fee under a cost-plus-fixed-fee type contract, or the base fee under a cost-plus-award-fee type contract.

(b) The Government will make provisional fee payments on the basis of percentage of work completed. Percentage of work completed is the ratio of direct labor hours performed to the direct labor hours set forth in clause 1552.212-70, "Level of Effort--Cost-Reimbursement Term Contract."

G.2 SUBCONTRACTING PROGRAM FOR SMALL BUSINESS AND SMALL DISADVANTAGED BUSINESS (EP 52.219-105) (APR 1984)

The subcontracting plan submitted by the Contractor and approved by the Contracting Officer for this requirement is incorporated as Attachment L.

G.3 SUBCONTRACTING REPORTS--SMALL BUSINESS AND SMALL DISADVANTAGED BUSINESS CONCERNS (EP 52.219-120) (OCT 1991)

The Contractor shall submit Standard Form (SF) 294, Subcontracting Report for Individual Contracts, and/or SF 295, Summary Contract Report, in accordance with the instructions on the forms.

Submit copies of these reports to:

Distribution	Addressee
original	Contracting Officer
1 copy	Senior Program Manager U.S. EPA Office of Small & Disadvantaged Business Utilization (1230C) 401 M Street, S.W. Washington, D.C. 20460

G.4 SUBMISSION OF INVOICES (EPAAR 1552.232-70) (SEP 1990)

In order to be considered properly submitted, an invoice or request for contract financing payment must meet the following requirements in addition to the requirements of FAR 32.905:

(a) Unless otherwise specified in the contract, an invoice or request for contract financing payment shall be submitted as an original and four copies. The contractor shall submit the invoice to the following offices/individuals

in the contract: original and one copy to the accounting operations office; two copies to the project officer (the project officer may direct one of these copies to a separate address); and one copy to the Contracting Officer.

(b)(1) If this is a cost-reimbursement contract, the contractor shall prepare the invoice or request for contract financing payment in accordance with EPA Form 1900-34, "Guide for the Preparation of Contractor's Claims for Reimbursement of Costs and Fees Under Cost Reimbursement Type Contracts" or EPA Form 1900-34A, "Guide for the Preparation of Contractor's Claims for Reimbursement of Costs and Fees Under Cost-Plus-Award-Fee (CPAF) Type Contracts." If the contract is a cost-reimbursement term-form contract under which contract work is authorized by individual work assignments, the invoice or request for contract financing payment shall include a summary of amounts claimed against each work assignment.

(b)(2) The invoice for a cost-reimbursement contract shall include current and cumulative charges by major cost element such as direct labor, overhead, travel, equipment, and other direct costs. The charges for subcontracts shall be further detailed in a supporting schedule showing the major cost elements for each subcontract.

(c)(1) If this is an indefinite delivery/indefinite quantity contract, the invoice or request for contract financing payment shall include a summary of amounts claimed against each delivery order, unless otherwise specified.

(c)(2) The invoice for an indefinite delivery/indefinite quantity contract shall indicate charges by major categories such as labor, travel, equipment, subcontracts, and consultants. The charges for subcontracts shall be further detailed in a supporting schedule showing the major cost elements for each subcontract.

(d) Invoices must clearly indicate the period of performance for which payment is requested and include EPA accounting information necessary to process payments. Separate invoices are required for charges applicable to the basic contract and for each option period. If contract work is ordered through individual work assignments or delivery orders, invoices must show current and cumulative charges by work assignment or delivery order number and EPA accounting information (separate invoices shall be submitted for each delivery order). When contracts, work assignments or delivery orders contain multiple lines of accounting data, charges that cannot be assigned to a single line of accounting information should be allocated based on the percentage of total dollars, unless otherwise specified. Required accounting information includes the Document Control Number (DCN) and the account number shown in block 14 of the SF 26, block 21 of the SF 33, block 12 of the SF 30, or on the individual work assignment or delivery order.

(e) When the contractor invoices on a monthly basis, the period covered by requests for contract financing payments must be the same as the period for monthly progress reports required under this contract. If, in accordance with FAR 52.216-7, the contractor submits requests for contract financing payments more frequently than monthly, one payment request each month must have the same ending period of performance as the monthly progress report. Where cumulative amounts on the monthly progress report differ from the aggregate amounts contained in the request(s) for contract financing payments covering the same period, the contractor must provide a reconciliation of the difference as part of the payment request.

G.5 INDIRECT COSTS (EPAAR 1552.242-70) (APR 1984) DEVIATION

(a) In accordance with paragraph (d) of the "Allowable Cost and Payment" clause, the final indirect cost rates applicable to this contract shall be established between the Contractor and the appropriate Government representative (EPA, other Government agency, or auditor), as provided by FAR 42.703(a). EPA's procedures require a Contracting Officer determination of indirect cost rates for its contracts. In those cases where EPA is the cognizant agency (see FAR 42.705-1), the final rate proposal shall be submitted to the cognizant audit activity and to the following:

Environmental Protection Agency
Chief, Cost Policy and Rate Negotiation Section
Procurement and Contracts Management Division
(3804F)
401 M St., S.W.
Washington, D. C. 20460

The Contractor shall also follow the notification and cost impact procedures prescribed in paragraph (b) below.

Where EPA is not the cognizant agency, the final rate proposal shall be submitted to the above-cited address, to the cognizant audit agency, and to the designated Contracting Officer of the cognizant agency. Upon establishment of the final indirect cost rates, the Contractor shall submit an executed Certificate of Current Cost or Pricing Data (see FAR 15.804-4) applicable to the data furnished in connection with the final rates to the cognizant audit agency. The final rates shall be contained in a written understanding between the Contractor and the appropriate Government representative. Pursuant to the "Allowable Cost and Payment" clause, the allowable indirect costs under this contract shall be obtained by applying the final agreed upon rate(s) to the appropriate bases.

(b) Until final annual indirect cost rates are established for any period, the Government shall reimburse the Contractor at billing rates established by the appropriate Government representative in accordance with FAR 42.704, subject to adjustment when the final rates are established. The established billing rates are currently as follows:

(i) Cost Center: **Fringe Benefits (straight-time)**
Period: Years 1-5 as follows:

- From effective date of contract (EDOC) to 12 months after EDOC (hereinafter referred to as Year 1)
- From 13 months after EDOC to 24 months after EDOC (hereinafter referred to as Year 2)
- From 25 months after EDOC to 36 months after EDOC (hereinafter referred to as Year 3)
- From 37 months after EDOC to 48 months after EDOC (hereinafter referred to as Year 4)
- From 49 months after EDOC to 60 months after EDOC (hereinafter referred to as Year 5)

Rate: - Year 1 - 30.0%
- Year 2 - 30.1%

- Year 3 - 30.2%
- Year 4 - 30.3%
- Year 5 - 30.4%

Base: Direct Labor Dollars (straight-time)

(ii) Cost Center: **Fringe Benefits (overtime)**

Period: Years 1 - 5

Rate:
- Year 1 - 13.0%
- Year 2 - 13.0%
- Year 3 - 13.0%
- Year 4 - 13.1%
- Year 5 - 13.1%

Base: Direct Labor Dollars (overtime)

(iii) Cost Center: **Overhead (Hazards Response Division (HRD) - Dedicated Team)**

Period: Years 1 - 5

Rate:
- Year 1 - 10.3%
- Year 2 - 10.5%
- Year 3 - 10.7%
- Year 4 - 10.9%
- Year 5 - 11.1%

Base: Direct labor dollars plus fringe benefit costs - Dedicated/Onsite

(iv) Cost Center: **Overhead (HRD - Non-Dedicated)**

Period: Years 1 - 5

Rate:
- Year 1 - 30.6%
- Year 2 - 31.6%
- Year 3 - 32.0%
- Year 4 - 32.4%
- Year 5 - 32.8%

Base: Direct labor dollars plus fringe benefit costs - Non-dedicated/Onsite

(v) Cost Center: **Overhead (Environmental Services Division (ESD))**

Period: Years 1 - 5

Rate:
- Year 1 - 60.9%
- Year 2 - 61.0%
- Year 3 - 61.0%
- Year 4 - 60.9%
- Year 5 - 61.0%

Base: Direct labor dollars plus fringe benefit costs - non-dedicated/Home Office

(vi) Cost Center: **SG&A (ESD)**

Period: Years 1 - 5

Rate:
- Year 1 - 28.4%
- Year 2 - 27.8%
- Year 3 - 27.0%
- Year 4 - 26.6%
- Year 5 - 26.0%

Base: Total costs exclusive of SG&A costs and Subcontract Costs /Home Office.

(vii) Cost Center: **SG&A (HRD)**

Period: Years 1 - 5

Rate:
- Year 1 - 21.1%
- Year 2 - 21.4%
- Year 3 - 21.2%
- Year 4 - 21.0%
- Year 5 - 21.3%

Base: Total costs exclusive of SG&A costs and Subcontract Costs (Dedicated and Non-Dedicated/On-Site).

(viii) Cost Center: **Subcontract Handling Charge**

Period: Years 1 - 5

Rate: 2% all five years

Base: subcontract costs

These billing rates may be prospectively or retroactively revised by mutual agreement, at the request of either the Government or the Contractor, to prevent substantial overpayment or underpayment.

(1) For any retroactive indirect cost rate adjustments (i.e.,indirect costs already billed), including final indirect cost rate adjustments, the Contractor shall provide to the Cost Policy and Rate Negotiation Section, with copies to the current EPA Contracting Officers of active contracts, a cost impact statement showing the effect of the indirect cost rate changes for each contract. This statement shall compare the cost billed to the cost the Contractor proposes to bill.

(2) For prospective indirect cost rate adjustments only, the Contractor shall notify the current EPA Contracting Officers of the new proposed rates when it proposes rates to the Cost Policy and Rate Negotiation Section.

(3) For either prospective or retroactive indirect cost rate

adjustments, the Contractor shall provide the Cost Policy and Rate Negotiation Section with the names of the current EPA Contracting Officers for the affected contracts.

(c) Notwithstanding the provisions of paragraphs (a) and (b) above, ceilings are hereby established on indirect costs reimbursable under this contract. The Government shall not be obligated to pay the Contractor any additional amount on account of indirect costs in excess of the ceiling rates listed below:

(1) Cost Center: **Overhead (combined for both ESD and HRD)**

Period: Years 1 - 5

Rate: - Year 1 - 44.8%
- Year 2 - 45.5%
- Year 3 - 45.9%
- Year 4 - 46.1%
- Year 5 - 46.4%

Base: - Non-dedicated direct labor dollars and fringe benefit costs from both ESD and HRD combined.

- Although authorized to invoice at each division's separate billing rate indicated in paragraph (b) above, at no time during the applicable period will the contractor be reimbursed for any overhead costs that in the aggregate exceed the amount derived from applying the ceiling rate indicated above against the indicated base for that period.

(2) Cost Center: **Overhead (combined for both ESD and HRD)**

Period: Years 1 - 5

Rate: The following ceiling rates are applicable during the period indicated when the total cumulative number of LOE hours incurred exceeds the LOE threshold indicated for that period:

Year	Rate	LOE Threshold
1	33.7%	50,644 hours
2	34.8%	101,288 hours
3	35.2%	151,932 hours
4	35.6%	202,576 hours
5	36.1%	253,220 hours

The above overhead ceiling rates are applicable to all non-dedicated LOE hours (ESD, HRD or otherwise) incurred in excess of the LOE threshold indicated above.

Base: - Non-dedicated direct labor dollars and fringe benefit costs from both ESD and HRD combined.

- When the conditions exist as described above, at no time

during the applicable period will the contractor be reimbursed for any overhead costs that in the aggregate exceed the amount derived from applying the ceiling rate indicated above against the indicated base for that period, the provisions of subparagraph (c)(1) above notwithstanding.

(3) Cost Center: **SG&A (combined for the contract)**

Period: Years 1 - 5

Rate: - Year 1 - 23.6%
- Year 2 - 23.9%
- Year 3 - 23.7%
- Year 4 - 23.4%
- Year 5 - 23.7%

Base: - Total costs exclusive of SG&A and subcontract costs

- Although authorized to invoice at each division's separate billing rate indicated in paragraph (b) above, at no time during the applicable period will the contractor be reimbursed for any SG&A costs that in the aggregate exceed the amount derived from applying the ceiling rate indicated above against the indicated base for that period.

(4) Cost Center: **SG&A (combined for the contract)**

Period: Years 1 - 5

Rate: The following ceiling rates are applicable during the period indicated when the total cumulative number of LOE hours incurred exceeds the LOE threshold indicated for that period:

Year	Rate	LOE Threshold
1	9.0%	50,644 hours
2	9.0%	101,288 hours
3	9.0%	151,932 hours
4	9.0%	202,576 hours
5	9.0%	253,220 hours

The above SG&A ceiling rates are applicable only to the incremental contract costs incurred after the above LOE thresholds are reached.

Base: - Total costs exclusive of SG&A and subcontract costs

- When the conditions exist as described above, at no time during the applicable period will the contractor be reimbursed for any SG&A costs that in the aggregate exceed the amount derived from applying the ceiling rate indicated above against the indicated base for that period, the

provisions of subparagraph (c)(3) above notwithstanding.

The ceiling rates specified above are applicable from the effective date of the contract through the end of the period of performance including any option periods.

G.6 CERTIFICATE OF INDIRECT COSTS (EPAAR 1552.242-71) (OCT 1992)

(a) The contractor shall--

(1) Certify any proposal to establish or modify billing rates or to establish final indirect cost rates;

(2) Use the format in paragraph (b) of this clause to certify; and

(3) Have the certificate signed by an individual of the contractor's organization at a level no lower than a vice president or chief financial officer of the business segment of the contractor that submits the proposal.

(b) Failure by the contractor to submit a signed certificate, as set forth below, shall result in payment of indirect costs at rates unilaterally established by the Government.

CERTIFICATE OF INDIRECT COSTS

This is to certify that to the best of my knowledge and belief:

1. I have reviewed this indirect cost proposal;

2. All costs included in this proposal (identify proposal and date) to establish billing or final indirect cost rates for (identify period covered by rate) are allowable in accordance with the requirements of contracts to which they apply and with the cost principles of the Federal Acquisition Regulation applicable to those contracts;

3. This proposal does not include any costs which are unallowable under applicable cost principles of the FAR; and

4. All costs included in this proposal are properly allocable to Government contracts on the basis of a beneficial or causal relationship between the expenses incurred and the contracts to which they are allocated in accordance with applicable acquisition regulations.

Providing false information in connection with any certified indirect cost proposal may lead to substantial criminal penalties, civil liabilities or the imposition of administrative sanctions. Relevant statutes include, among others, 18 U.S.C. 286 (Conspiracy to Defraud), 18 U.S.C. 287 (False Claims), 18 U.S.C. 641 (Theft), 18 U.S.C. 1001 (False Statements), 18 U.S.C. 1343 (Wire Fraud), 31 U.S.C. 3729 (Civil False Claims), and 31 U.S.C. 3801 (Program Fraud). Debarment or suspension may be required under FAR Subpart 9.4 for submittal of a false certificate of indirect costs.

FIRM: _____

SIGNATURE: _____

NAME OF OFFICIAL: _____

TITLE: _____

DATE OF EXECUTION: _____

G.7 CONTRACT ADMINISTRATION REPRESENTATIVES (EP 52.242-100) (AUG 1984)

Project Officer(s) for this contract:

MATTHEW A. MITGUARD
EPA REGION IX (H-8-2)
75 HAWTHORNE STREET
SAN FRANCISCO, CA 94105

(415) 744-2346

Contract Specialist responsible for administering this contract:

CATHY MELTZER
EPA REGION IX
75 HAWTHORNE STREET
SAN FRANCISCO, CA 94105

(415) 744-1624

G.8 FINANCIAL ADMINISTRATIVE CONTRACTING OFFICER (EP 52.242-105) (MAR 1990)

(a) A Financial Administrative Contracting Officer (FACO), normally located in the Cost Policy/Rate Negotiation Section, Procurement and Contracts Management Division, shall be responsible for performing certain post-award functions related to the financial aspects of this contract. These functions include the following duties:

(1) Review the contractor's compensation structure and insurance plan.

(2) Negotiate advance agreements applicable to treatment of costs and to Independent Research & Development/Bid and Proposal costs.

(3) Negotiate changes to interim billing rates and establish final indirect cost rates and billing rates.

(4) Prepare findings of fact and issue decisions related to financial matters under the Disputes clause.

(5) In connection with Cost Accounting Standards,

(A) Determine the adequacy of the contractor's disclosure statements;

(B) Determine whether the disclosure statements are in compliance

with Cost Accounting Standards and FAR Part 31;

(C) Determine the contractor's compliance with Cost Accounting Standards and disclosure statements, if applicable; and

(D) Negotiate price adjustments and execute supplemental agreements under the Cost Accounting Standards clauses at FAR 52.230-3, 52.230-4, and 52.230-5.

(6) Review, approve or disapprove, and maintain surveillance of the contractor's purchasing system.

(7) Perform surveillance, resolve issues, and establish any necessary agreements related to the contractor's cost/schedule control system, including travel policies/procedures, allocation and cost charging methodology, timekeeping and labor distribution policies and procedures, subcontract payment practices, matters concerning relationships between the contractor and its affiliates and subsidiaries, and consistency between bid and accounting classifications.

(8) Review, resolve issues, and establish any necessary agreements related to the contractor's estimating system.

(b) The FACO shall consult with the Contracting Officer whenever necessary or appropriate and shall forward a copy of all agreements/decisions to the Contracting Officer upon execution.

(c) The FACO for this contract is:

Leigh Pomponio
EPA (3804F)
401 M Str S.W.
Washington, DC 20460

(202) 260-9940

G.9 ANNUAL ALLOCATION OF NON-SITE COSTS (EP 52.242-310) (OCT 1991)

(a) The contractor shall submit an allocation report annually on a Federal fiscal year (FY) basis. The purpose of this report is to allocate all payments made by EPA to the contractor for non-site- specific activities to the sites worked on by the contractor during the FY. Examples of non-site-specific activities include program management, contract fees (base, fixed, and award), and other tasks given to the contractor for non-site-specific work.

(b) Within 90 days after the end of each FY, EPA will provide the contractor the total amount of all invoices for the annual allocation period. The contractor shall submit two draft copies of the Annual Allocation Report to EPA within 60 days after receipt of the invoice amounts. The paragraph below titled, "Annual Allocation Report", lists the required submissions for the Annual Allocation Report. Attachment F to the contract, titled, "Instructions for Performing the Annual Allocation of Non-Site- Specific Costs" provides a detailed explanation of each schedule type and steps for completing each schedule.

(c) The Superfund Accounting Branch of the Financial Management Division (FMD) will review the draft report and notify the contractor in writing of any corrections required for the final report. Two copies of the final report incorporating all of the necessary corrections are due 30 days after receipt of this notice. The final report shall also include a signed statement certifying that the data provided to EPA is supported by the contractor's accounting records. NOTE: These allocations represent changes to EPA's accounting system. No changes should be made to the contractor's accounting system.

(d) In addition to the two copies of the final reports, the contractor shall also submit the Summary of Allocation report on a 5 1/4" or 3 1/2" DOS computer disk in a Lotus 1-2-3 or ASCII format. The reports shall be sent to:

Chief, Superfund Accounting Branch
Environmental Protection Agency
Financial Management Division (PM-226-F)
401 M St. S.W.
Washington, D.C. 20460

(e) When the contract performance period ends at other than the end of the FY, EPA will provide the amount to be allocated 90 days after submission of the last invoice following contract expiration. The time requirements for submission of draft and final reports noted in the paragraphs above will apply.

(f) If the contractor is submitting Annual Allocation Reports on costs incurred during FY 1991 and earlier, the contractor may combine each FY's report into one report. Approval must be granted by the Chief, Superfund Accounting Branch, FMD before the reports can be combined.

Allocation Methodology

Initial Steps:

Before beginning the allocation process, the contractor must perform four tasks:

1) Reconcile the paid amounts provided by EPA with contractor records,

2) Identify costs charged to sites with SSIDs and without SSIDs,

3) Redistribute costs for sites which initially did not have SSIDs, but which were subsequently assigned an EPA SSID, and

4) Identify which of the non-site activity costs should be allocated to sites:

The contractor shall delineate the amount of non-site- specific costs into the following non-site categories:

Program Management - (National & Regional, if applicable) - Payments made to the contractor for the specific management and administration of the contract as a whole. This includes contract fees except for fees applicable to

individual sites.

Site Support Non-Site Activities - payments for activities which relate to, support, and/or benefit the sites worked on by the contractor.

Program Wide Non-Site Activities - payments for activities which support the overall Superfund program beyond the sites worked on under this contract; they are global in nature and purpose. These costs will not be allocated to sites in the annual allocation process.

Capital Equipment - equipment with an individual cost over $5,000.00 and a useful life of greater than one year.

Start-up Costs - costs incurred generally in the first year and associated with efforts benefiting the entire contract term, e.g., quality assurance plans.

(g) The contractor shall allocate the non-site activity costs to sites, program wide non-site costs, and other appropriations using an allocation method that reflects the causal/beneficial relationship of the non-site costs to site costs. The preferred allocation method is a total cost base. However, with the approval of the Chief, Superfund Accounting Branch, FMD, the contractor may use an alternate methodology.

In addition, special allocations may be required as follows:

- All equipment with a unit value of $5,000.00 or greater and a useful life of greater than one year shall be depreciated over its useful life and allocated to sites. The allocation of amortized equipment costs should reflect equipment usage on the sites. The preferred depreciation procedure is either a straight-line or actual usage basis. A depreciation schedule shall be maintained and submitted to EPA at contract expiration.

- Start-up costs, if applicable, shall be amortized over the life of the contract.

- Payments made for costs incurred in previous fiscal years, if material, shall be allocated in a separate report. If the contractor is unsure whether a paid amount is material, the contractor should contact the Chief, Superfund Accounting Branch, FMD.

Annual Allocation Report

Required:

- Summary of Allocation
- Master Allocation Schedule
- Statement of Allocation Methodology
- Listing of all invoices paid during the Federal fiscal

year (with invoice numbers and amounts)
- Certification of Contractor Records - (final report only)

Required if applicable:

- Schedule of Start-up Costs
- Schedule of Capital Equipment Depreciation
- Schedule of Non-Site Activities

(h) The contractor should refer to "Instructions for Performing the Annual Allocation of Non-Site-Specific Costs" for a detailed explanation and illustration of the allocation process and methodology. Questions regarding any Annual Allocation requirements should be referred to the Chief, Superfund Accounting Branch, FMD at (202) 260-9268.

G.10 SUBCONTRACT CONSENT (EP 52.244-100) (APR 1984)

The Contractor shall submit the information required by the "Subcontracts," clause to the Contracting Officer and assigned Project Officer. The Contracting Officer will provide written notice to the Contractor of his decision.

Consent is given to issue the following subcontracts:

Subcontractor Name	Value	Subcontract Type

G.11 DECONTAMINATION OF GOVERNMENT PROPERTY (EPAAR 1552.245-70) (APR 1984)

In addition to the requirements of the "Government Property" clause, the Contractor shall certify in writing that any Government-furnished property or Contractor-acquired property is returned to the Government free from contamination by any hazardous or toxic substances.

G.12 GOVERNMENT-FURNISHED DATA (EPAAR 1552.245-71) (APR 1984)

(a) The Government shall deliver to the Contractor the Government-furnished data described in the contract. If the data, suitable for its intended use, is not delivered to the Contractor, the Contracting Officer shall equitably adjust affected provisions of this contract in accordance with the "Changes" clause when:

(1) The Contractor submits a timely written request for an equitable adjustment; and

(2) The facts warrant an equitable adjustment.

(b) Title to Government-furnished data shall remain in the Government.

(c) The Contractor shall use the Government-furnished data only in connection with this contract.

(d) The data will be furnished to the Contractor as specified in the

Technical Direction Documents.

G.13 CONTRACTOR-ACQUIRED GOVERNMENT PROPERTY (EP 52.245-100) (SEP 1994)

(a) Any property with an acquisition cost over $1,000, or otherwise required elsewhere in this contract, for which reimbursement will be sought, must be authorized under paragraph (b) below.

(b) The Contractor is authorized to acquire and/or fabricate the equipment listed below for use in the performance of this contract. The equipment is subject to the provisions of the "Government Property" clause.

Item No.	Description	Quantity	Estimated Cost

G.14 GOVERNMENT-FURNISHED PROPERTY (EP52.245-120) (JUN 1989)

(a) The Government will provide the item(s) of Government property listed in Attachment F to the Contractor for use in the performance of this contract. This property shall be used and maintained by the Contractor in accordance with provisions of the "Government Property" clause.

(b) This contract incorporates the "EPA Contract property Administration Requirements," provided elsewhere as Attachment G.

G.15 DESIGNATION OF PROPERTY ADMINISTRATOR (EP 52.245-140) (SEP 1994)

The contract property administrator for this contract:

DCMAO
615 Erie Blvd. West
Syracuse, NY 13204-2408

(315) 523-5240

is the Contracting Officer's designated representative on property matters. The Contractor shall furnish all required information on property to the property administrator.

G.16 SITE SPECIFIC INVOICING REQUIREMENTS

(a) The Contractor shall provide an invoice which identifies the costs incurred at each site and/or operable unit with an EPA site/spill identifier (S/SID). The invoice will include the following information:

(1) A cost element summary which summarizes all costs being invoiced for the billing period by cost element such as labor, travel, equipment, other direct costs, subcontractor, and overhead or indirect costs, as identified in the "Reports or Work" (Attachment B).

(2) A site attachment to the invoice (See Exhibit I of Attachment

E), on which the invoiced costs are broken down as follows:

(A) Each site with an EPA S/SID (e.g., site 06A8).

(B) All other sites without an EPA/SID on one line per site. Include the site name with a subtotal by Region (e.g., 06ZZ)

(C) Superfund non-site costs for the whole contract and project suppport costs incurred on each multi-site work assignment shall be assigned to the generic non-site number "00".

(D) Non-Superfund costs, as applicable, on one line.

The required formats of the invoice site attachments are shown in Exhibits I-A, I-B, and I-C of Attachment E. The sum of the detailed costs on all invoice site attachments must equal the total amount invoiced as shown on the costs element summary. (Work assignment contracts may submit a separate page for each work assignment with additional pages for contract-wide non-site costs, as direct by the applicable Project Officer.) When invoicing for current monthly charges use the format shown in Exhibit I-A, for indirect rate adjustments and audit adjustments use the format shown in Exhibit I-B, and for corrections of pervious invoices use the format shown in Exhibit I-C.

Contractors are required to include on the invoice site attachment the proper 10 digit EPA account numbers for all sites on which costs were incurred. This will include constructing new site specific account numbers, as described in Attachment E, Part B of the section titled "Guidance on Superfund Invoicing," from the generically obligated accounts used for multi-site work assignments. Instructions on site specific invoicing are provided in Exhibit I of Attachment E. Additional information on EPA's account number, work assignment, and billing adjustments is included in the guidance.

Contractors shall submit on a monthly basis five (5) copies of the invoice and invoice site attachment, two to the project Officer and three (the original and two copies) to the Research Triangle Park-Financial Management Center (RTP-FMC). If new equipment is invoiced, the Contractor shall include an extra copy of the invoice for the Property Administrator. A copy of the paid invoice will be distributed by RTP-FMC to the property Officer. Contractors may, at the Project Officer's request, provide the invoice, using an electronic flat file in addition to paper copies.

At fiscal year end, contractor shall also allocate their non-site costs (those charged to the "00" site number) through the annual allocation process as described in the Section G clause of the contract titled "Annual Allocation of Non-Site Costs." (This includes award fee or multi-site work assignment specific project managment.)

* For the purposes of this clause, the words "work assignment(s)" are synonymous with "Technical Direction Document(s)."

SECTION H - SPECIAL CONTRACT REQUIREMENTS

H.1 IDENTIFICATION OF CONTRACTOR PERSONNEL

All contractor, subcontractor, and consultant personnel are required to wear prominently displayed identification badges at all times when on site or when attending meetings, symposia, conferences, etc., either with EPA staff or on behalf of EPA staff. The badge shall contain the individual's name and the company name. The office space occupied by contractor staff in any location that is also occupied by EPA employees shall be identified with appropriate signs including the Contractor's name.

When participating in such events (e.g., as a speaker or panel member, answering the telephone in the field) the Contractor shall suppplement the physical identification (e.g., badges, etc.) with verbal announcements so that it is clear to all that they are employees of the Contractor, not Agency staff members.

H.2 EXPERT TESTIMONY

From time to time, the Government may have the need for expert testimony during enforcement proceedings for a given site where the Contractor provided services. Such efforts shall be considered within the scope of this contract. The individual(s) selected to testify shall be fully knowledgeable of the details of the site under litigation, shall be credible, and be an expert in their field. The testimony shall normally relate to those actions the contractor took at a site. Preparation of affidavits and depositions may be required.

H.3 FUTURE EXPERT CONSULTING SERVICES

It is recognized that, subsequent to the performance period of this contract, the need may arise to provide expert testimony during hearings and/or court proceedings involving site specific activities or other matters, with regard to which personnel provided by the Contractor under this contract (including subcontractor personnel) would have gained expertise as a result of tasks performed under this contract. Therefore, the Contractor agrees to make available expert consulting services in support of such future proceedings, and to enter into intent agreements as necessary with subcontractors to ensure the availability of subcontractor personnel. These intent agreements to provide such services in the future serve as notices of intent only. Such services are not purchased hereby and will be obtained through a separate contractual agreement.

H.4 GOVERNMENT RIGHTS UNDER THE COMPREHENSIVE ENVIRONMENTAL RESPONSE, COMPENSATION AND LIABILITY ACT (CERCLA) AS AMENDED BY SARA)

(a) The award of this contract does not constitute a waiver of the Government's right to bring action against any person, or persons, including the Contractor, for liability under any provision of CERCLA as amended by SARA. Furthermore, if the Contractor is determined to be liable under Section

107 of CERCLA, the Government may set-off the amount of any liability against amounts otherwise due and payable under this contract.

(b) The disclosure of any potential conflicts of interest as required in the "Conflict of Interest Notification" of this contract shall not be construed or interpreted as an admission by the Contractor of any liability under CERCLA as amended by SARA. Further, nothing contained within this contract shall be deemed, construed and/or interpreted as a waiver by the Contractor in any defenses it may have or may wish to assert in any action by the Government under CERCLA as amended by SARA.

H.5 HEALTH AND SAFETY

(a) The nature of the work to be performed under this contract is inherently hazardous. The Contractor is responsible for the safety of its employees and subcontractor employees on-site. However, the Project Officer has the authority to review and establish the minimum standards of safety for all individuals on-site at any time.

(b) The Contractor shall ensure that all contractor personnel working at the site are in compliance with EPA, OSHA, and state minimum standards as specified by the Project Officer. The required level of protection may be specified by the On-Scene Coordinator (OSC) or other designated federal official, and shall be followed by the contractor. The OSC's or other designated federal official's determination of the required level of protection at all times shall not be subject to the "Disputes" clause of this contract.

(c) Rather, if the Contractor has a dispute with respect to health and safety, which cannot be resolved between the OSC, or other designated federal official, and the contractor's Health and Safety representative, the matter will be referred to the Regional Health and Safety Oficer and to the Contractor's corporate Health and Safety representative for resolution. If the health and safety issue still cannot be resolved, then the matter will be referred to EPA's Environmental Response Team's (ERT) Safety and Occupational Health Manager, Edison, NJ, for consultation with EPA's Headquarters Occupational Health and Safety Director for final determination. Notwithstanding this dispute resolution process, the contractor may not delay implementation of an OSC directive pertaining to health and safety.

(d) When a specific site safety plan is required as part of a TDD to be developed by the Contractor, such plan shall be submitted to the OSC/Work Assignment Manager (WAM) for review and approval prior to commencing work. Upon receipt of the OSC's approval, the Contractor shall follow such plan throughout the duration of the removal action, unless modifications to the plan have been directed by the OSC. If a site safety plan is provided by the Government, the Contractor agrees to follow such plan unless objections are made known to the OSC within twenty-four (24) hours (or less if specified by the TDD) of its submission to the Contractor. In any event, commencement of services without notification to the OSC of any objections will be deemed to constitute acceptance of the safety plan.

(e) Notwithstanding the EPA's aforementioned rights to direct contractor compliance with certain health and safety standards, levels and plans, the contractor retains the right to employ more stringent health and safety requirements for itself and its subcontractors. However, the extra cost s

associated with these more stringent requirements shall not be borne by the EPA.

H.6 HEALTH AND SAFETY CERTIFICATION

The Contractor shall certify to the Government in writing that each of its employees, subcontractors, or consultants has completed a health and safety program, in relation to this project, prior to assignment of any such employee, subcontractor or consultant to field duty.

H.7 RETENTION AND AVAILABILITY OF CONTRACTOR FILES

A. This contract contains the Federal Acquisition Regulation (FAR) Clause 52.215-2 "AUDIT-NEGOTIATION (APR 1984)" wherein the Contractor is required to maintain and make available to the Contracting Officer or representative of the Contracting Officer (in accordance with FAR Subpart 4.7 "CONTRACTOR RECORDS RETENTION") at its office at all reasonable times the books, records, documents, and other evidence relating to this contract including personnel utilization records, site records, and accounting procedures and practices sufficient to reflect properly all costs claimed to have been incurred under this contract. Such files shall be made available for examination, audit or reproduction.

B. The Contractor is advised that the government may file suit against potential responsible parties for costs incurred relative to site related cleanup activities. In such proceeedings, the Contractor's cost and performance records may become an integral part of the Government's case.

C. Accordingly, due to the extended nature of court proceedings and EPA audit requirements, the contractor shall make available to the Government and only to the Government the records described in A and B above and in the Audit Clause for a period of 10 years after final payment under the contract. (See FAR 4-703(b)(1).

D. In addition, the Contractor shall make available to the Government and only to the Government, the records relating to any appeals, litigation or the settlement of claims with third parties and which relate to this contract (i.e., cost recovery) until such appeals, litigation or claims are disposed of.

E. The Contractor shall not destroy original records relating to the contract until (1) all litigation involving the records has been finally settled and approval is obtained from the CO, or (2) ten (10 years have passed from the date of final payment and no litigation involving the records has been instituted and approval of the CO is obtained). In no event should individual records be destroyed if litigation is in process or is pending related to such records.

F. From time to time, the Government may, in support of litigation cases, have the need for the Contractor to research and make available such records in a form and manner not normally maintained by the Contractor. Such effort shall be deemed to be within the scope of work under this contract. If this effort is required during contract performance, a negotiated supplemental agreement will be issued under the contract. If this effort is required after performance of this contract, a separate negotiated procurement action may be

instituted with the Contractor.

G. The final invoice (completion voucher) submitted hereunder, after physical completion of the contract within the stated period of performance, will represent the final claim under the contract.

H.8 EPA/ZONE/REGION CROSSOVER

(a) In the event of the Contractor's actual, potential, or apparent conflict of interest in conducting a specific site assessment/technical assistance action (as determined by the Contracting Officer), or when maximum amount of effort has already been ordered or is about to be ordered by Government, or in any other situation in which it is determined to be in the best interest of the Government, professional services for this region may be ordered from another region or zone contractor, or any other party.

(b) The Contractor agrees to accept TDDs for services within any other EPA Zone or Region, provided the amount of such services, in addition to other work performed under this contract, does not exceed the maximum amounts specified in the Section B clause titled "Estimated Cost and Fixed Fee." If services in another zone or Region are ordered by the Government, the required response time and other terms and conditions for that support service shall be mutually agreed upon by the Contractor's representative and the EPA Ordering Officer at the time of placement of the TDD.

H.9 DATA

(a) The Contractor hereby agrees to deliver to the Government, within sixty (60) days after the completion of the contract period of performance the following documents:

(1) All originals and copies, and all abstracts or excerpts therefrom, of all information supplied to the Contractor by the Government and specifically designated "Confidential Business Information," pursuant to the contract clause entitled "Treatment of Confidential Information."

(2) All originals and copies, and all abstracts or excerpts therefrom, of all information collected by the Contractor directly from a business or from a source that represents a business or businesses, such as a trade association, pursuant to the contract clause entitled "Screening Business Information for Claims of Confidentiality."

(3) All originals (if originals are unavailable, copies will be acceptable) of all data, as that term is defined in the contract clause entitled "Rights in Data-General," which is pertinent to the Contractor in performance of this contract. In the event that there is any disagreement as to whether certain data is considered pertinent, the project Officer shall make the final determination. This determination shall not be subject to the terms of the clause entitled "Disputes" set forth in the contract clauses of this contract.

(b) With regard to all copies of data specifically requested by the Government and supplied in response thereto by the Contractor under the contract clause entitled "Additional Data Requirements", the Contractor shall, pursuant to said clause, be entitled to an equitable adjustment to cover the

cost of collecting, preparing, editing, duplicating, assembling, and shipping the data required.

(c) The Contractor shall not be required to turn over or provide to the Government any of the following:

(1) Contractual agreements for supplies or services. (This exclusion does not apply however, to data resulting from such services).

(2) Contractor and personnel performance ratings and evaluations.

(3) Data previously developed by parties other than the Contractor which was acquired independently of this contract or acquired by the Contractor prior to this contract under conditions restricting the Contractor's right to such data.

(d) Upon receipt of all data provided to the Government by the Contractor under Paragraph (a) above, the Government shall acknowledge in writing to the Contractor the receipt of all confidential or other data.

H.10 RIGHTS OF WAY LAND EASEMENT

The Government shall obtain necessary rights of way, land easements, and any other land agreements necessary to fulfill the requirements of this contract.

H.11 PUBLIC COMMUNICATION

The Contractor shall not represent itself as EPA to outside parties. To maintain public trust and to not mislead the public, the Contractor shall, when communicating with outside parties, at the outset of any communications, concerning all matters relating to the performance of this contrct, explain that it is an Agency Contractor.

H.12 OTHER DIRECT COSTS

Other Direct Costs (ODCs) are items which are allowble and allocable direct costs to the contract for which EPA may reimburse the Contractor. ODCs will be treated in accordance with the Clause entitled "Allowable Cost and Payment (FAR 52.216-7)." Such items shall be charged in accordance with the Contractor's established and accepted accounting practices except as stated in the clasue entitled "Travel".

H.13 TRAVEL

(a) Except as explicitly set forth below, the Contractor shall be reimbursed for allowable and allocable travel costs actually incurred by and paid to the Contractor's employees, provided such costs do not exceed the amount that would be payable to an employee of the Environmental Protection Agency conducting the same travel while on Government business. In determining the dollar value of allowable contractor employee travel costs, the limitation of the Federal Travel Regulations effective on the date of travel will apply to contractor employees to the same extent they apply to Federal Government employees.

(b) The Contractor may be required to furnish to the Contracting Officer

documentary proof of every travel expenditure that exceeds twenty-five dollars ($25), including receipts for common carrier transportation expenditures. Bona fide lodging receipts may be required to be submitted by the Contractor along with the monthly invoices.

(c) The Contractor may elect to reimburse its employees for meals and incidental expenses (as defined in the Federal Travel Regulations) on a per diem basis, and the Contractor will be reimbursed for such payments. In no event shall the reimbursement allowed under this provision exceed the standard per diem for meals and incidental expenses allowable under the Federal Travel Regulations.

(d) To the maximum extent practicable consistent with travel requirements, the Contractor agrees to use the reduced air transportation and hotel/motel rates and services provided through available Government discount air fares and lodging rates for bona fide employees, travel that is otherwise reimbursable as a direct cost pursuant to this contract when use of such rates results in the lowest overall cost. The Contractor shall submit requests, including pertinent information, for specific authorization to use these rates to the Contracting Officer.

H.14 LEASE OF MOTOR VEHICLES

(a) In cases where the Contractor will charge the Government for the lease of a motor vehicle for a period longer than sixty (60) days, the Contractor shall submit the following certification in accordance with the requirements of FAR 8.1102:

(1) The vehicle meets prescribed fuel economy and efficiency standards and the specifications for the vehicle will be the minimum to meet the operational needs for the Government;

(2) No passenger vehicles larger than IA, IB or II are projected at this time;

(3) All necessary approvals will be received prior to the lease of any vehicle; and

(4) The General Services Administration has been consulted and has advised that it cannot furnish the vehicle.

H.15 PRINTING (EPAAR 1552.208-70) (DEC 1993) DEVIATION

(a) Definitions.

"Printing" is the process of composition, platemaking, presswork, binding, and microform; or the end items produced by such processes and equipment.

"Composition" applies to the setting of type by hot-metal casting, phototypesetting, or electronic character generating devices for the purpose of producing camera copy, negatives, a plate or image to be used in the production of printing or microform.

"Camera copy" (or "camera-ready copy") is a final document suitable for printing/duplication.

"Desktop Publishing" is a method of composition using computers with the final output or generation of camera copy done by a laser printer. This is not considered "printing." However, if the output from desktop publishing is being sent to a typesetting device (i.e., Linotronic) with camera copy being produced in either paper or negative format, these services are considered "printing".

"Microform" is any product produced in a miniaturized image format, for mass or general distribution and as a substitute for conventionally printed material. Microform services are classified as printing services and includes microfiche and microfilm. The contractor may make up to two sets of microform files for archival purposes at the end of the contract period of performance.

"Duplication" means the making of one-color (black) copies on photocopy machines employing electrostatic, thermal, or other processes without using an intermediary such as a negative or plate.

"Requirement" means an individual photocopying task. (There may be multiple requirements under a Work Assignment or Delivery Order. Each requirement would be subject to the photocopying limitation of 5,000 copies of one page or 25,000 copies of multiple pages in the aggregate per requirement.)

(b) Prohibition.

The Contractor shall not engage in, nor subcontract for, any printing or multi-color duplication in connection with the performance of work under this contract. Duplication of more than 5,000 copies of one page or more than 25,000 copies of multiple pages in the aggregate per requirement constitutes printing.

(c) Affirmative Requirements.

(1) Unless otherwise directed by the Contracting Officer, the Contractor shall use double-sided copying to produce any progress report, draft report or final report.

(2) Unless otherwise directed by the Contracting Officer, the Contractor shall use recycled paper for reports delivered to the Agency which meet the minimum content standards for paper and paper products as set forth in EPA Procurement Guidelines (40 CFR 250, June 22, 1988).

(d) Permitted Contractor Activities.

(1) The prohibitions contained in paragraph (b) do not preclude writing, editing, or preparing manuscript copy, or preparing related illustrative material to a final document (camera-ready copy) using desktop publishing.

(2) The Contractor may perform a requirement involving the duplication of less than 5,000 copies of only one page, or less than 25,000 copies of multiple pages in the aggregate using one color (black), such pages not exceeding the maximum image size of 10 3/4 by 14 1/4 inches. Duplication services below these thresholds are not considered printing. If performance of the contract will require duplication in excess of these limits, contractors must immediately notify the Contracting Officer in writing. EPA may then seek a waiver from the Joint Committee on Printing, U.S. Congress.

(e) Violations.

The Contractor may not engage in, nor subcontract for, any printing in connection with the performance of work under the contract. The cost of any printing services in violation of this clause will be disallowed, or not accepted by the Government.

(f) Flowdown Provision.

The Contractor shall include in each subcontract which may involve a requirement for any printing/duplicating/copying a provision substantially the same as this clause.

H.16 ORGANIZATIONAL CONFLICTS OF INTEREST (EPAAR 1552.209-71) (MAY 1994)

(a) The Contractor warrants that, to the best of the Contractor's knowledge and belief, there are no relevant facts or circumstances which could give rise to an organizational conflict of interest, as defined in FAR Subpart 9.5, or that the Contractor has disclosed all such relevant information.

(b) Prior to commencement of any work, the Contractor agrees to notify the Contracting Officer immediately that, to the best of its knowledge and belief, no actual or potential conflict of interest exists or to identify to the Contracting Officer any actual or potential conflict of interest the firm may have. In emergency situations, however, work may begin but notification shall be made within five (5) working days.

(c) The Contractor agrees that if an actual or potential organizational conflict of interest is identified during performance, the Contractor will immediately make a full disclosure in writing to the Contracting Officer. This disclosure shall include a description of actions which the Contractor has taken or proposes to take, after consultation with the Contracting Officer, to avoid, mitigate, or neutralize the actual or potential conflict of interest. The Contractor shall continue performance until notified by the Contracting Officer of any contrary action to be taken.

(d) Remedies - The EPA may terminate this contract for convenience, in whole or in part, if it deems such termination necessary to avoid an organizational conflict of interest. If the Contractor was aware of a potential organizational conflict of interest prior to award or discovered an actual or potential conflict after award and did not disclose it or misrepresented relevant information to the Contracting Officer, the Government may terminate the contract for default, debar the Contractor from Government contracting, or pursue such other remedies as may be permitted by law or this contract.

(e) The Contractor agrees to insert in each subcontract or consultant agreement placed hereunder, except for subcontracts or consultant agreements for well drilling, fence erecting, plumbing, utility hookups, security guard services, ~~or~~ electrical services, provisions which shall conform substantially to the language of this clause, including this paragraph (e), unless otherwise authorized by the Contracting Officer.

H.17 ACCESS TO CONFIDENTIAL BUSINESS INFORMATION

The following applies to all tasks requiring the Contractor to have access

to confidential business information (CBI):

> The Contractor shall not have access to CBI submitted to EPA under any authority until the Contractor obtains from the Project Officer a certification that the EPA has followed all necessary procedures under 40 C.F.R., Part 2, Subpart B, including providing, where necessary, prior notice ot the submitters of disclosure to the Contractor.

H.18 CONFIDENTIALITY OF INFORMATION

Any data that is generated or obtianed during contract performance shall be considered confidential and shall not be disclosed to anyone other than EPA employees or to the Department of Justice without the prior written approval of the Contracting Officer. Nor shall any data be used for any other purpose except in connection with this contract. Any data generated or obtained during contract performance shall be delivered to the Government at the request of the Contracting Officer.

H.19 CONTRACTOR DISCLOSURE REQUIREMENTS FOR FUTURE CONTRACTING REQUESTS

In accordance with the Limitation of Future Contracting clause, the Contractor shall, in submitting requests for consent for future contracting efforts, answer each of the following questions as thoroughly as possible. If necessary, the Contracting Officer may request additional information. If a particular question does not apply to the contracting effort in questions, the Contractor shall reply by writing "Not Applicable" rather than by making no response.

The Contractor shall forward a copy of the company's answers to both the Contracting Officer and the project Officer. Subcontractors must submit their answers to the EPA through the Prime. This information, however, may be marked confidential and sent in a sealed and numbered envelope which is to be opened only byt he Contracting Officer. All EPA decisions regarding the requests will be sent to the prime contractor in writing. The prime contractor shall be responsbile for forwarding the Contracting Officer's decision to the subcontractor.

1. Describe all aspects of the work to be performed and whether that w3ork will impair or affect the company's objectivity in performing work on your EPA contract. Explain. Also:

> (a) Does the work to be performed involve matters which might require the company to formulate and express opinions on technical theories, or as to the principles which should be applied?
>
> (b) Will the work involve searching land records for responsible parties or designing and working with documents and witnesses used or intended for use in litigation?
>
> (C) If the company wishes to enter into a subcontract agreement and will perform only limited portions of the work, describe--in specific terms--the nature of the work to be performed by the prime contractor.

2. If the company is bidding on site-specific work, list all of the sites involved (if possible).

(a) For each site, provide a specific address which notes the EPA region the site is in, as well as the county and state where the site is located.

(b) If the site is known by several different names, list each of those names.

3. If the work is not-site-specific, at what facility is it projected the majority of the work will be conducted?

4. What is the estimated dollar amount and period of performance of this future contracting effort?

5. With whom has this future contracting effort been discussed (include EPA personnel, legal advisors, etc)?

6. Provide any additional information which may be pertinent to this request.

H.20 NOTIFICATION OF CONFLICTS OF INTEREST REGARDING PERSONNEL (EPAAR 1552.209-73) (MAY 1994)

(a) In addition to the requirements of the contract clause entitled "Organizational Conflicts of Interest," the following provisions with regard to employee personnel performing under this contract shall apply until the earlier of the following two dates: the termination date of the affected employee(s) or the expiration date of the contract.

(b) The Contractor agrees to notify immediately the EPA Project Officer and the Contracting Officer of (1) any actual or potential personal conflict of interest with regard to any of its employees working on or having access to information regarding this contract, or (2) any such conflicts concerning subcontractor employees or consultants working on or having access to information regarding this contract, when such conflicts have been reported to the Contractor. A personal conflict of interest is defined as a relationship of an employee, subcontractor employee, or consultant with an entity that may impair the objectivity of the employee, subcontractor employee, or consultant in performing the contract work.

(c) The Contractor agrees to notify each Project Officer and Contracting Officer prior to incurring costs for that employee's work when an employee may have a personal conflict of interest. In the event that the personal conflict of interest does not become known until after performance on the contract begins, the Contractor shall immediately notify the Contracting Officer of the personal conflict of interest. The Contractor shall continue performance of this contract until notified by the Contracting Officer of the appropriate action to be taken.

(d) The Contractor agrees to insert in any subcontract or consultant agreement placed hereunder, except for subcontracts or consultant agreements for well drilling, fence erecting, plumbing, utility hookups, security guard services, or electrical services, provisions which shall conform substantially to the language of this clause, including this paragraph (d), unless otherwise authorized by the Contracting Officer.

H.21 CONTRACTOR DISCLOSURE REQUIREMENTS FOR CONFLICT OF INTEREST

In submitting notices of potential corporate, affiliate, or personal conflicts of interest, the contractor shall answer each of the following questions as thoroughly as possible. If necessary, the Contracting Officer may request additional information. If a particular question does not apply to the particular situation, the contractor shall respond by writing "Not Applicable" rather than by making no response.

The contractor shall forward a copy of the company's answers to both the Contracting Officer and the Project Officer. Subcontractors shall submit their answers to the EPA through the Prime. This information, however, may be marked confidential and sent in sealed and numbered envelopes. All EPA decisions regarding the notifications will be sent to the prime contractor in writing. The prime contractor shall be responsible for forwarding decisions by notifications to the appropriate subcontractor.

1. During the past three (3) calendar years, have your company or any of your employees that will be working at this site previously performed work at this site/facility? If the answer is "yes", describe, in detail, the nature of work your company or employee(s) performed and provide the names of the employee(s), the dates the work took place, and identify the client(s) for whom the work was performed. Note: for reporting purposes, all clients including Commercial, Federal, State or local entities other than the EPA should be included in the check for potential conflict of interest.

2. For any work identified in question 1 that was performed by your company, provide by fiscal year the approximate dollar value of work performed for each client and your company's annual sales.

3. With whom has this potential conflict of interest been discussed (include EPA personnel, legal advisors, etc.)?

4. Provide, if relevant, information, regarding how your company's organizational structure and/or management system affects its knowledge of possible conflicts of interest relating to other divisions or sections of the organization and how that structure or system could prevent or mitigate/neutralize potential conflicts of interest.

5. Provide an update of any significant change in control or ownership of your company since the submission of information for responsibility determination.

6. Provide any additional information which may be pertinent to this request.

H.22 LIMITATION OF FUTURE CONTRACTING--ALTERNATE II (EPAAR 1552.209-74) (MAY 1994) (DEVIATION)

(a) The parties to this contract agree that the Contractor will be restricted in its future contracting in the manner described below. Except as specifically provided in this clause, the Contractor shall be free to compete for contracts on an equal basis with other companies.

(b) If the Contractor, under the terms of this contract, or through the performance of work pursuant to this contract, is required to develop specifications or statements of work and such specifications or statements of work are incorporated into an EPA solicitation, the Contractor shall be

ineligible to perform the work described in that solicitation as a prime Contractor or subcontractor under an ensuing EPA contract.

(c) Unless prior written approval is obtained from the cognizant EPA Contracting Officer, the Contractor, during the life of the technical direction document and for a period of five (5) years after the completion of the technical direction document, agrees not to enter into a contract with or to represent any party, other than EPA, with respect to: (1) any work relating to CERCLA activities which pertain to a site where the Contractor previously performed work for EPA under this contract; or (2) any work that may jeopardize CERCLA enforcement actions which pertain to a site where the Contractor previously performed work for the EPA under this contract.

(d) The following applies to FIT work (i.e., site assessment and listing support services) at sites under this contract where only FIT work is performed, except for those sites where EPA has made a determination of "no further remedial action planned" (NFRAP): Contracting Officer, the Contractor, during the life of the technical direction document and for a period of three (3) years after the completion of the technical direction document, agrees not to enter into a contract with or to represent any other party, other than EPA, with respect to (1) any work relating to CERCLA activities which pertain to a site where the Contractor previously performed work for EPA under this contract, or (2) any work that may jeopardize CERCLA enforcement actions which pertain to a site where the Contractor previously performed work for the EPA under this contract.

(e) During the life of this contract, including any options, the Contractor agrees that unless otherwise authorized by the Contracting Officer:

(1) It will not provide to EPA cleanup services (e.g., Time Critical Rapid Response (TCRR), Emergency and Rapid Response (ERRS) contracts) within the Contractor's Technical Assistance Team (TAT) assigned geographical area(s), either as a prime Contractor, subcontractor, or consultant.

(2) Unless an individual design for the site has been prepared by a third party, it will not provide to EPA as a prime contractor, subcontractor or consultant any remedial construction services at a site where it has performed or plans to perform START work. This clause will not preclude START contractors from performing construction management services under other EPA contracts.

(3) It will be ineligible for award of TCRR/ERRS type activities contracts for sites within its respective TAT assigned geographical area(s) which result from a CERCLA administrative order, a CERCLA or RCRA consent decree or a court order.

(f) The Contractor agrees in advance that if any bids/proposals are submitted for any work that would require written approval of the Contracting Officer prior to entering into a contract subject to the restrictions of this clause, then the bids/proposals are submitted at the Contractor's own risk. Therefore, no claim shall be made against the Government to recover bid/proposal costs as a direct cost whether the request for authorization to enter into the contract is denied or approved.

(g) To the extent that the work under this contract requires access to proprietary or confidential business or financial data of other companies, and

as long as such data remains proprietary or confidential, the Contractor shall protect such data from unauthorized use and disclosure.

(h) The Contractor agrees to insert in each subcontract or consultant agreement placed hereunder, except for subcontracts or consultant agreements for nondiscretionary technical or engineering services, including treatability studies, well drilling, fence erecting, plumbing, utility hookups, security guard services, or electrical services, provisions which shall conform substantially to the language of this clause, including this paragraph (h), unless otherwise authorized by the Contracting Officer. The Contractor may request in writing that the Contracting Officer exempt from this clause a particular subcontract or consultant agreement for nondiscretionary technical or engineering services not specifically listed above, including laboratory analysis. The Contracting Officer will review and evaluate each request on a case-by-case basis before approving or disapproving the request.

(i) If the Contractor seeks an expedited decision regarding its initial future contracting request the Contracting Officer may submit its request to both the Contracting Officer and the next administrative level within the Contracting Officer's organization.

(j) A review process available to a Contractor when an adverse determination is received shall consist of either a request for reconsideration to the Contracting Officer or a request for review submitted to the next administrative level within the Contracting Officer's organization. An adverse determination resulting from a request for reconsideration by the Contracting Officer will not preclude the Contractor from requesting a review by the next administrative level. Either a request for review or a request for reconsideration must be submitted to the appropriate level within thirty (30) calendar days after receipt of the initial adverse determination.

H.23 OPTION FOR INCREASED QUANTITY -- COST TYPE CONTRACT

(a) By issuing contract modifications to exercise options for increased quantities, the Government may, over the life of the contract, increase the estimated cost and fixed fee by the following ceilings:

140,700 Dedicated Option Hours
250,000 Non-Dedicated Option Hours

390,700 Total Option Hours

(b) Accordingly, the estimated cost and fixed fee may be increased, over the life of the contract, by up to the following ceilings:

Type of Options	Est. Cost	Fixed Fee	Total
Dedicated	$4,415,628	$419,485	$4,835,113
Non-Dedicated	$16,671,971	$391,586	$17,063,557

(c) Non-Dedicated Option Hours

The Government may issue a maximum of 50 orders to increase the non-dedicated level of effort in multiples of 5,000 direct labor hours during the five year

base period, for a maximum of 250,000 direct labor hours. The Government anticipates ordering 10 non-dedicated options each year of the base period but is not limited to these amounts each year. The Government, therefore, may exercise all or some of the options during any year of the base period, although the estimated cost and fixed fee amount per option will vary depending on the year in which the option is exercised. The estimated cost and fixed fee pool for each multiple of non-dedicated hours ordered during the five year base contract period is as follows:

Contract Year 1	$311,303	$7,325	$318,628
Contract Year 2	$322,295	$7,580	$329,875
Contract Year 3	$333,082	$7,824	$340,906
Contract Year 4	$344,285	$8,077	$352,362
Contract Year 5	$356,233	$8,352	$364,585

NOTE: Each contract year is defined as follows:

Contract Year 1	0-12 months from award
Contract Year 2	13-24 months from award
Contract Year 3	25-36 months from award
Contract Year 4	37-48 months from award
Contract Year 5	49-60 months from award

(d) Dedicated Option Hours

The Government may issue a maximum of 75 orders to increase the dedicated level of effort in multiples of 1,876 direct labor hours during the five year base period, for a maximum of 140,700 direct labor hours. The Government anticipates ordering 15 dedicated options each year of the base period but is not limited to these amounts each year. The Government, therefore, may exercise all or some of the options during any year of the base period, although the estimated cost and fixed fee amount per option will vary depending on the year in which the option is exercised. The estimated cost and fixed fee pool for each multiple of dedicated hours ordered during the five year base contract period is as follows:

	Estimated Cost	Fixed Fee	Total
Contract Year 1	$56,525	$5,370	$61,895
Contract Year 2	$57,089	$5,424	$62,513
Contract Year 3	$58,641	$5,571	$64,212
Contract Year 4	$60,224	$5,721	$65,945
Contract Year 5	$61,896	$5,880	$67,776

(e) If these options are exercised, paragraph (a) of the "Level of Effort" clause and the "Estimated Cost" clause will be modified accordingly.

(f) If this contract contains "not to exceed amounts" for elements of other direct costs (ODC), those amounts will be increased for each increment as follows:

(1) For non-dedicated LOE option orders, the ODC "not to exceed amounts" will be increased by the following amounts:

	Ct. Yr.1	T. Yr. 2	Ct. Yr. 3	Ct. Yr. 4	Ct. Yr. 5
Travel	$15,891	$16,527	$17,188	$17,875	$18,590
Subcontracts	$6,000	$6,240	$6,490	$6,749	$7,019
Anal. Services	$10,500	$10,920	$11,356	$11,811	$12,284
Equipment	$99,000	$102,960	$107,078	$111,362	$115,816
Misc. ODCs	$17,381	$18,076	$18,799	$19,551	$20,333

Note: The above "not to exceed" amounts do not include team subcontractor costs except other direct costs incurred by the team subcontractors.

(2) For dedicated LOE option orders, the ODC "not to exceed amounts" will be increased by the following amounts:

	Ct. Yr.1	T. Yr. 2	Ct. Yr. 3	Ct. Yr. 4	Ct. Yr. 5
Travel	$6,015	$6,260	$6,505	$6,770	$7,030
Misc. ODCs	$6,580	$6,840	$7,125	$7,410	$7,690

H.24 UTILIZATION OF RURAL AREA SMALL BUSINESS CONCERNS (EP 52.219-110) (APR 1990)

(a) (1) "Rural area small business concern," as used in this clause, means a small business concern that is located and conducts its principal operations in a rural geographic area (county or parish) listed in the Small Business Administration's Listing of Non-Metropolitan Rural Counties by State.

(2) "Small business concern," as used in this clause, means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on government contracts, and qualified as a small business under the criteria and size standard in 13 CFR 121.

(b) It is the policy of the Environmental Protection Agency (EPA) that rural area small business concerns shall have the maximum practicable opportunity to participate in performing contracts awarded by EPA.

(c) The contractor shall use its best efforts to give rural area small business concerns the opportunity to participate in the subcontracts it awards to the fullest extent consistent with efficient performance of this contract.

(d) The contractor shall incorporate the substance of this clause in any subcontract that may provide for additional subcontracting opportunities.

H.25 UTILIZATION OF HISTORICALLY BLACK COLLEGES AND UNIVERSITIES (EP 52.219-115) (JUL 1991)

(a) It is the Policy of the Environmental Protection Agency that historically black colleges and universities shall have the maximum practicable opportunity to participate in performing contracts awarded to by the Agency.

(b) The Contractor shall use its best efforts to give historically black colleges and universities the opportunity to participate in any subcontracts awarded to the fullest extent consistent with efficient performance of this contract.

(c) The contractor shall incorporate the substance of this clause in any subcontract which may provide for additional subcontracting opportunities.

H.26 MENTOR-PROTEGE PROGRAM (EP 52.219-135) (SEP 1994)

(a) The Contractor has been approved to participate in the EPA Mentor-Protege program. The purpose of the Program is to increase the participation of small disadvantaged businesses (SDBs) as subcontractors, suppliers, and ultimately as prime contractors; to establish a mutually beneficial relationship with SDB's and EPA's large business prime contractors (although small businesses may participate as Mentors); to develop the technical and corporate administrative expertise of SDBs which will ultimately lead to greater success in competition for contract opportunities; to promote the economic stability of SDBs; and to aid in the achievement of goals for the use of SDBs in subcontracting activities under EPA contracts.

(b) The Contractor shall submit an executed Mentor-Protege agreement to the Contracting Officer, with a copy to the Office of Small and Disadvantaged Business Utilization or the Small Business Specialist, within thirty (30) calendar days after the effective date of the contract. The Contracting Officer will notify the Contractor within thirty (30) calendar days from its submission if the agreement is not accepted.

(c) The Contractor as a Mentor under the Program agrees to fulfill the terms of its agreement(s) with the Protege firm(s).

(d) If the Contractor or Protege firm is suspended or debarred while performing under an approved Mentor-Protege agreement, the Contractor shall promptly give notice of the suspension or debarment to the Office of Small and Disadvantaged Business Utilization and the Contracting Officer.

(e) Costs incurred by the Contractor in fulfilling their agreement(s) with the Protege firm(s) are not reimbursable on a direct basis to the contract.

(f) In an attachment to Standard Form 294, Subcontracts Report for Individual Contracts, the Contractor shall report on the progress made under their Mentor-Protege agreement(s), providing:

(1) The number of agreements in effect; and

(2) The progress in achieving the developmental assistance objectives under each agreement, including whether the objectives of the agreement have been met, problem areas encountered, and any other appropriate information.

H.27 PROJECT EMPLOYEE CONFIDENTIALITY AGREEMENT (EPAAR 1552.227-76) (MAY 1994)

(a) The Contractor recognizes that Contractor employees in performing this contract may have access to data, either provided by the Government or first generated during contract performance, of a sensitive nature which should not

be released to the public without Environmental Protection Agency (EPA) approval. Therefore, the Contractor agrees to obtain confidentiality agreements from all of its employees working on requirements under this contract.

(b) Such agreements shall contain provisions which stipulate that each employee agrees that the employee will not disclose, either in whole or in part, to any entity external to EPA, the Department of Justice, or the Contractor, any information or data (as defined in FAR Section 27.401) provided by the Government or first generated by the Contractor under this contract, any site-specific cost information, or any enforcement strategy without first obtaining the written permission of the EPA Contracting Officer. If a contractor, through an employee or otherwise, is subpoenaed to testify or produce documents, which could result in such disclosure, the Contractor must provide immediate advance notification to the EPA so that the EPA can authorize such disclosure or have the opportunity to take action to prevent such disclosure. Such agreements shall be effective for the life of the contract and for a period of five (5) years after completion of the contract.

(c) The EPA may terminate this contract for convenience, in whole or in part, if it deems such termination necessary to prevent the unauthorized disclosure of information to outside entities. If such a disclosure occurs without the written permission of the EPA Contracting Officer, the Government may terminate the contract, for default or convenience, or pursue other remedies as may be permitted by law or this contract.

(d) The Contractor further agrees to insert in any subcontract or consultant agreement placed hereunder, except for subcontracts or consultant agreements for well drilling, fence erecting, plumbing, utility hookups, security guard services, or electrical services, provisions which shall conform substantially to the language of this clause, including this paragraph, unless otherwise authorized by the Contracting Officer.

H.28 INSURANCE COVERAGE (EP 52.228-100) (JUL 1993)

As provided in paragraph (a)(1) of EP52.228-110, "Insurance-- Liability to Third Persons", the Contractor shall maintain the minimum amounts of liability insurance coverage set forth in FAR 28.307-2, unless otherwise required by the Contracting Officer.

H.29 INSURANCE--LIABILITY TO THIRD PERSONS (EP 52.228-110) (JUN 1993)

(a) (1) Except as provided in subparagraph (2) immediately following, the Contractor shall provide and maintain workers' compensation, employer's liability, comprehensive general liability (bodily injury), comprehensive automobile liability (bodily injury and property damage) insurance, and such other insurance as the Contracting Officer may require under this contract.

(2) The Contractor may, with the approval of the Contracting Officer, maintain a self-insurance program; provided that, with respect to workers' compensation, the Contractor is qualified pursuant to statutory authority.

(3) All insurance required by this paragraph shall be in a form and amount and for those periods as the Contracting Officer may require or approve and with insurers approved by the Contracting Officer.

(b) The Contractor agrees to submit for the Contracting Officer's approval, to the extent and in the manner required by the Contracting Officer, any other insurance that is maintained by the Contractor in connection with the performance of this contract and for which the Contractor seeks reimbursement.

(c) The Contractor shall be reimbursed for that portion of the reasonable cost of insurance allocable to this contract, and required or approved under this clause in accordance with its established cost accounting practices.

H.30 STATE AND LOCAL TAXES (EPAAR 1552.229-70) (NOV 1989)

In accordance with FAR 29.303 and FAR 31.205-41, the Contractor or any subcontractor under this contract shall not be reimbursed for payment of any State and local taxes for which an exemption is available. The Contractor is responsible for determining the availability of State and local tax exemptions and obtaining such exemptions, if available. The Contractor shall include this clause, suitably modified to identify the parties, in all subcontracts at any tier. The Contractor shall notify the Contracting Officer if problems arise in obtaining a State and local tax exemption. The contractor may seek a waiver by the Contracting Officer from this requirement if the administrative burden of seeking an exemption appears to outweigh the potential savings to the Government.

H.31 SCREENING BUSINESS INFORMATION FOR CLAIMS OF CONFIDENTIALITY (EPAAR 1552.235-70) (APR 1984)

(a) Whenever collecting information under this contract, the Contractor agrees to comply with the following requirements:

(1) If the Contractor collects information from public sources, such as books, reports, journals, periodicals, public records, or other sources that are available to the public without restriction, the Contractor shall submit a list of these sources to the appropriate program office at the time the information is initially submitted to EPA. The Contractor shall identify the information according to source.

(2) If the Contractor collects information from a State or local Government or from a Federal agency, the Contractor shall submit a list of these sources to the appropriate program office at the time the information is initially submitted to EPA. The Contractor shall identify the information according to source.

(3) If the Contractor collects information directly from a business or from a source that represents a business or businesses, such as a trade association:

(i) Before asking for the information, the Contractor shall identify itself, explain that it is performing contractual work for the Environmental Protection Agency, identify the information that it is seeking to collect, explain what will be done with the information, and give the following notice:

(A) You may, if you desire, assert a business confidentiality claim covering part or all of the information. If you do assert a claim, the information will be disclosed by EPA only to the extent, and by means of the procedures, set forth in 40 CFR Part 2, Subpart B.

(B) If no such claim is made at the time this information is received by the Contractor, it may be made available to the public by the Environmental Protection Agency without further notice to you.

(C) The Contractor shall, in accordance with FAR Part 9, execute a written agreement regarding the limitations of the use of this information and forward a copy of the agreement to the Contracting Officer.

(ii) Upon receiving the information, the Contractor shall make a written notation that the notice set out above was given to the source, by whom, in what form, and on what date.

(iii) At the time the Contractor initially submits the information to the appropriate program office, the Contractor shall submit a list of these sources, identify the information according to source, and indicate whether the source made any confidentiality claim and the nature and extent of the claim.

(b) The Contractor shall keep all information collected from nonpublic sources confidential in accordance with the clause in this contract entitled "Treatment of Confidential Business Information" as if it had been furnished to the Contractor by EPA.

(c) The Contractor agrees to obtain the written consent of the Contracting Officer, after a written determination by the appropriate program office, prior to entering into any subcontract that will require the subcontractor to collect information. The Contractor agrees to include this clause, including this paragraph (c), and the clause entitled "Treatment of Confidential Business Information" in all subcontracts awarded pursuant to this contract that require the subcontractor collect information.

H.32 TREATMENT OF CONFIDENTIAL BUSINESS INFORMATION (EPAAR 1552.235-71) (AUG 1993) DEVIATION

(a) The Project Officer (PO) or his/her designee, after a written determination by the appropriate program office, may disclose confidential business information (CBI) to the Contractor necessary to carry out the work required under this contract. The Contractor agrees to use the CBI only under the following conditions:

(1) The Contractor and Contractor's employees shall: (i) use the CBI only for the purposes of carrying out the work required by the contract; (ii) not disclose the information to anyone other than properly cleared EPA employees without the prior written approval of the Assistant General Counsel for Contracts and Information Law; and (iii) return the CBI to the PO or his/her designee, whenever the information is no longer required by the Contractor for performance of the work required by the contract, or upon completion of the contract.

(2) The Contractor shall obtain a written agreement to honor the above limitations from each of the Contractor's employees who will have access to the information before the employee is allowed access.

(3) The Contractor agrees that these contract conditions concerning the use and disclosure of CBI are included for the benefit of, and shall be

enforceable by, both EPA and any affected businesses having a proprietary interest in the information.

(4) The Contractor shall not use any CBI supplied by EPA or obtained during performance hereunder to compete with any business to which the CBI relates.

(b) The Contractor agrees to obtain the written consent of the CO, after a written determination by the appropriate program office, prior to entering into any subcontract that will involve the disclosure of CBI by the Contractor to the subcontractor. The Contractor agrees to include this clause, including this paragraph (b), in all subcontracts awarded pursuant to this contract that require the furnishing of CBI to the subcontractor.

H.33 RELEASE OF CONTRACTOR CONFIDENTIAL BUSINESS INFORMATION (EP 52.235-110) (FEB 1993)

(a) The Environmental Protection Agency (EPA) may find it necessary to release information submitted by the Contractor, either in response to this solicitation or pursuant to the provisions of this contract, to individuals not employed by the EPA. Business information that is ordinarily entitled to confidential treatment under existing Agency regulations (40 C.F.R. Part 2) may be included in the information released to these individuals. Accordingly, by submission of this proposal or signature on this contract or other contracts, the Contractor hereby consents to a limited release of its confidential business information (CBI).

(b) Possible circumstances where the Agency may release the Contractor's CBI include, but are not limited to, the following:

(1) To other Agency contractors tasked with assisting the Agency in the recovery of Federal funds expended pursuant to the Comprehensive Environmental Response, Compensation, and Liability Act, 42 U.S.C. Sec. 9607, as amended, (CERCLA or Superfund);

(2) To the U.S. Department of Justice (DOJ) and contractors employed by DOJ for use in advising the Agency and representing the Agency in proceedings for the recovery of Superfund expenditures;

(3) To parties liable, or potentially liable, for costs under CERCLA Sec. 107 (42 U.S.C. Sec. 9607), et al, and their insurers (Potentially Responsible Parties) for purposes of facilitating settlement of claims against such parties;

(4) To other Agency contractors requiring access to information the Agency obtained under the Clean Air Act (42 U.S.C. 7401 et seq.); the Federal Water Pollution Control Act (33 U.S.C. 1251 et seq.); the Safe Drinking Water Act (42 U.S.C. 300f et seq.); the Federal Insecticide, Fungicide and Rodenticide Act (7 U.S.C. 136 et seq.); the Resource Conservation and Recovery Act (42 U.S.C. 6901 et seq.); or the Toxic Substances Control Act (15 U.S.C. 2601 et seq.);

(5) To other Agency contractors tasked with assisting the Agency in handling and processing information and documents in the administration of

Agency contracts, such as providing both preaward and post award audit support and specialized technical support to the Agency's technical evaluation panels;

(6) To employees of grantees working at EPA under the Senior Environmental Enrollee (SEE) Program;

(7) The Speaker of the House, President of the Senate, or Chairman of a Committee or Subcommittees;

(8) To entities such as the General Accounting Office, boards of contract appeals, and the Courts in the resolution of solicitation or contract protests and disputes;

(9) To Agency contractor employees engaged in information systems analysis, development, operation, and maintenance, including performing data processing and management functions for the Agency; and

(10) Pursuant to a court order or Court-supervised agreement.

(c) The Agency recognizes an obligation to protect the contractor from competitive harm that may result from the release of such information to a competitor. (See also the clauses in this document entitled "Screening Business Information for Claims of Confidentiality" and "Treatment of Confidential Business Information.") The Agency will permit the release of CBI only pursuant to a confidentiality agreement executed by the individuals that will handle CBI. Known exceptions include parties receiving CBI under subparagraphs (6), (7), (8), and (10) above.

(d) With respect to contractors, the confidentiality agreements will preclude further disclosure of the information. With respect to Potentially Responsible Parties, such confidentiality agreements may permit further disclosure to accounting firms and technical experts able to analyze the information, provided they also agree to be bound by an appropriate confidentiality agreement.

(e) This clause does not authorize the Agency to release the contractor's CBI to the public pursuant to a request filed under the Freedom of Information Act.

(f) The Contractor agrees to include this clause, including this paragraph (f), in all subcontracts at all levels awarded pursuant to this contract that require the furnishing of confidential business information by the subcontractor.

H.34 DATA SECURITY FOR TSCA CONFIDENTIAL BUSINESS INFORMATION (EP 52.235-120) (AUG 1993)

The Contractor shall handle Toxic Substances Control Act (TSCA) confidential business information (CBI) in accordance with the contract clause entitled "Treatment of Confidential Business Information" and "Screening Business Information for Claims of Confidentiality."

(a) The Project Officer (PO) or his/her designee, after a written determination by the appropriate program office, may disclose TSCA CBI to the contractor necessary to carry out the work required under this contract. The

Contractor shall protect all TSCA CBI to which it has access (including CBI used in its computer operations) in accordance with the following requirements:

(1) The Contractor and Contractor's employees shall follow the security procedures set forth in the TSCA CBI Security Manual. The manual may be obtained from the Director, Information Management Division (IMD), Office of Pollution Prevention and Toxics (OPPT), U.S. Environmental Protection Agency, 401 M Street, SW, Washington, DC 20460. Prior to receipt of TSCA CBI by the Contractor, the Contractor shall submit a certification statement to the Director of the EPA IMD, with a copy to the Contracting Officer (CO), certifying that all employees who will be cleared for access to TSCA CBI have been briefed on the handling, control, and security requirements set forth in the TSCA CBI Security Manual.

(2) The Contractor shall permit access to and inspection of the Contractor's facilities in use under this contract by representatives of EPA's Assistant Administrator for Administration and Resources Management, and the TSCA Security Staff in the OPPT, or by the EPA Project Officer.

(3) The Contractor Document Control Officer (DCO) shall obtain a signed copy of EPA Form 7740-6, "TSCA CBI Access Request, Agreement, and Approval" from each of the Contractor's employees who will have access to the information before the employee is allowed access. In addition, the Contractor shall obtain from each employee who will be cleared for TSCA CBI access all information required by EPA or the U.S. Office of Personnel Management for EPA to conduct a Minimum Background Investigation.

(b) The Contractor agrees that these requirements concerning protection of TSCA CBI are included for the benefit of, and shall be enforceable by, both EPA and any affected business having a proprietary interest in the information.

(c) The Contractor understands that CBI obtained by EPA under TSCA may not be disclosed except as authorized by the Act, and that any unauthorized disclosure by the Contractor or the Contractor's employees may subject the Contractor and the Contractor's employees to the criminal penalties specified in TSCA (15 U.S.C. 2613(d)). For purposes of this contract, the only disclosures that EPA authorizes the Contractor to make are those set forth in the clause entitled "Treatment of Confidential Business Information."

(d) The Contractor agrees to include the provisions of this clause, including this paragraph (d), in all subcontracts awarded pursuant to this contract that require the furnishing of CBI to the subcontractor.

(e) At the request of EPA or at the end of the contract, the Contractor shall return to the EPA PO or his/her designee, all documents, logs, and magnetic media which contain TSCA CBI. In addition, each Contractor employee who has received TSCA CBI clearance will sign EPA Form 7740-18, "Confidentiality Agreement for Contractor Employees Upon Relinquishing TSCA CBI Access Authority". The Contractor DCO will also forward those agreements to the EPA IMD, with a copy to the CO, at the end of the contract.

(f) If, subsequent to the date of this contract, the Government changes the security requirements, the CO shall equitably adjust affected provisions of this contract, in accordance with the "Changes" clause when:

(1) The Contractor submits a timely written request for an equitable adjustment; and

(2) The facts warrant an equitable adjustment.

H.35 DATA SECURITY FOR FIFRA CONFIDENTIAL BUSINESS INFORMATION (EP 52.235-140) (AUG 1993)

The Contractor shall handle Federal Insecticide, Fungicide, Rodenticide Act (FIFRA) confidential business information (CBI) in accordance with the contract clause entitled "Treatment of Confidential Business Information" and "Screening Business Information for Claims of Confidentiality," the provisions set forth below, and the Contractor's approved detailed security plan.

(a) The Project Officer (PO) or his/her designee, after a written determination by the appropriate program office, may disclose FIFRA CBI to the contractor necessary to carry out the work required under this contract. The Contractor shall protect all FIFRA CBI to which it has access (including CBI used in its computer operations) in accordance with the following requirements:

(1) The Contractor and Contractor's employees shall follow the security procedures set forth in the FIFRA Information Security Manual. The manual may be obtained from the Project Officer (PO) or the Chief, Information Services Branch (ISB), Program Management and Support Division, Office of Pesticide Programs (OPP) (H7502C), U.S. Environmental Protection Agency, 401 M Street, SW, Washington, DC 20460.

(2) The Contractor and Contractor's employees shall follow the security procedures set forth in the Contractor's security plan(s) approved by EPA.

(3) Prior to receipt of FIFRA CBI by the Contractor, the Contractor shall submit a certification statement to the Chief of the ISB, with a copy to the Contracting Officer (CO), certifying that all employees who will be cleared for access to FIFRA CBI have been briefed on the handling, control and security requirements set forth in the FIFRA Information Security Manual.

(4) The Contractor Document Control Officer (DCO) shall obtain a signed copy of the FIFRA "Contractor Employee Confidentiality Agreement" from each of the Contractor's employees who will have access to the information before the employee is allowed access.

(b) The Contractor agrees that these requirements concerning protection of FIFRA CBI are included for the benefit of, and shall be enforceable by, both EPA and any affected business having a proprietary interest in the information.

(c) The Contractor understands that CBI obtained by EPA under FIFRA may not be disclosed except as authorized by the Act, and that any unauthorized disclosure by the Contractor or the Contractor's employees may subject the Contractor and the Contractor's employees to the criminal penalties specified in FIFRA (7 U.S.C. 136h(f)). For purposes of this contract, the only disclosures that EPA authorizes the Contractor to make are those set forth in the clause entitled "Treatment of Confidential Business Information."

(d) The Contractor agrees to include the provisions of this clause, including this paragraph (d), in all subcontracts awarded pursuant to this contract that require the furnishing of CBI to the subcontractor.

(e) At the request of EPA or at the end of the contract, the Contractor shall return to the EPA PO or his/her designee all documents, logs, and magnetic media which contain FIFRA CBI. In addition, each Contractor employee who has received FIFRA CBI clearance will sign a "Confidentiality Agreement for Contractor Employees Upon Relinquishing FIFRA CBI Access Authority". The Contractor DCO will also forward those agreements to the EPA PO or his/her designee, with a copy to the CO, at the end of the contract.

(f) If, subsequent to the date of this contract, the Government changes the security requirements, the CO shall equitably adjust affected provisions of this contract, in accordance with the "Changes" clause when:

(1) The Contractor submits a timely written request for an equitable adjustment; and

(2) The facts warrant an equitable adjustment.

H.36 TECHNICAL DIRECTION (EPAAR 1552.237-71) (APR 1984) DEVIATION

(a) The Project Officer is the primary representative of the Contracting Officer authorized to provide technical direction on contract performance. In some cases, the Project Officer serves as the Contracting Officer's Designee and is authorized to issue work through technical direction documents. The Task Monitor then serves as the Contracting Officer's technical representative responsible for overseeing the work being performed under an individual technical direction document and is identified in each technical direction document. The following are the authorities and limitations each of these individuals possess in relation to technical direction:

(1) When the Project Officer is serving as the Contracting Officer's technical representative (i.e. the Project Officer is not the issuing authority for the applicable technical direction document), his/her authority is limited to that stated in paragraphs (c) and (d) below.

(2) When the Project Officer is serving as the Contracting Officer's Designee authorized to issue and amend work through technical direction documents, the Task Monitor will serve as the technical representative of the Contracting Officer for that individual technical direction document. When serving as the Contracting Officer's designee, the Project Officer has the authority to:

a. Amend the technical direction document he/she has issued to include changes to the scope of work for that technical direction document;

b. Approve increases or decreases in the estimated cost of the technical direction document he/she has issued as long as the increment does not exceed the overall cost limitation of the Annual Technical Direction document approved by the Contracting Officer;

c. Change the period of performance of the technical direction document he/she has issued;

d. Make any other administrative change necessary for the technical direction document he/she has issued that is not specifically prescribed in the contract to be performed solely by the Contracting Officer.

(3) At no time is a Project Officer or Task Monitor authorized to take any action that constitutes a change to a technical direction document that is outside of the scope of the contract or that results in a change to the terms and conditions of the contract.

(4) A Task Monitor is authorized to provide technical direction, subject to the limitations set forth in this paragraph and paragraphs (c) and (d) below, only on his/her technical direction document.

(5) At no time is a Project Officer or Task Monitor authorized to take an action that constitutes a change as defined in the "Changes" clause.

(b) Individuals other than the Project Officer may be authorized to provide technical direction. If individuals other than the Project Officer are authorized to provide technical direction, their names will be specified in the technical direction document as appropriate.

(c) Technical direction includes:

(1) Direction to the contractor which assists the contractor in accomplishing the Statement of Work

(2) Comments on and approval of reports or other deliverables.

(d) Technical direction provided by technical representatives of the Contracting Officer must be within the scope of the contract and the technical direction document statement of work. Technical representatives of the Contracting Officer do not have the authority to issue technical direction which (1) institutes additional work outside the scope of the contract or technical direction document; (2) constitutes a change as defined in the "Changes" clause; (3) causes an increase or decrease in the estimated cost of the contract or technical direction document; 94) alters the period of performance; or (5) changes any of the other express terms or conditions of the contract, delivery order, work assignment or technical direction document.

(e) Technical direction will be issued in writing or confirmed in writing within five (5) calendar days after verbal issuance. One copy of the technical direction memorandum will be forwarded to the Contracting Officer.

H.37 KEY PERSONNEL (EPAAR 1552.237-72) (APR 1984)

(a) The Contractor shall assign to this contract the following key personnel:

Thompson Chambers, START Team Leader
Frank Castro-Wehr, Response Team Leader
James M. James, Site Assessment Team Leader
Morris F. Legler, Contract Financial Manager/Financial Analyst
Howard Edwards, Quality Assurance Officer
Craig C. Benson, Long Beach Office Team Leader

(b) During the first twelve (12) months of performance, the Contractor shall make no substitutions of key personnel unless the substitution is necessitated by illness, death, or termination of employment. The Contractor shall notify the Contracting Officer within 15 calendar days after the occurrence of any of these events and provide the information required by paragraph (c) below. After the initial twelve (12) month period, the Contractor shall submit the information required by paragraph (c) to the Contracting Officer at least 15 calendar days prior to making any permanent substitutions.

(c) The Contractor shall provide a detailed explanation of the circumstances necessitating the proposed substitutions, complete resumes for the proposed substitutes, and any additional information requested by the Contracting Officer. Proposed substitutes should have comparable qualifications to those of the persons being replaced. The Contracting Officer will notify the Contractor within 15 calendar days after receipt of all required information of the decision on substitutions. This clause will be modified to reflect any approved changes of key personnel.

H.38 PERSONNEL QUALIFICATIONS

(a) PROFESSIONAL

(1) Level 4 - Plans, conducts and supervises projects of major significance, necessitating advanced knowledge and the ability to originate and apply new and unique methods and procedures. Supplies technical advice and counsel to other professionals. Generally operates with wide latitude for unreviewed action.

Typical Title:	Project Leader, Chief Engineer
Normal Qualifications:	Ph.D. Degree or equivalent
Experience:	10 Years or more in discipline

(2) Level 3 - Under general supervision of project leader, plans, conducts and supervises assignments normally involving smaller or less important projects. Estimates and schedules work to meet completion dates. Directs assistance, reviews progress and evaluates results; makes changes in methods, design or equipment where necessary. Operates with same latitude for unreviewed action or decision.

Typical Title:	Project Engineer, Group Leader
Normal Qualifications:	Masters Degree or equivalent
Experience:	6-12 Years in discipline

(3) Level 2 - Under supervision of a senior or project leader, carries out assignments associated with projects. Translates technical guidance received from supervisor into usable data applicable to the particular assignment. Coordinates the activities of juniors or technicians. Work assignments are varied and require some originality and ingenuity.

Typical Title:	Engineer, Analyst
Normal Qualifications:	B.S. Degree or equivalent
Experience:	3-8 Years in discipline

(4) Level 1 - Lowest or entering classification. Works under close supervision of senior or project leaders. Gathers and correlates basic data

and performs routine analyses. Works on less complicated assignments where little evaluation is required.

Typical Title:	Junior, Associate
Normal Qualifications:	B.S. Degree or equivalent
Experience:	0-3 Years in discipline

(5) Experience/Qualifications Substitutions

(A) Any combination of additional years of experience in the proposed field of expertise plus full time college level study in the particular field totaling four (4) years will be an acceptable substitute for a B.S. Degree.

(B) A B.S. Degree plus any combination of additional years of experience and graduate level study in the proposed field of expertise totaling two (2) years will be an acceptable substitute for a Master's Degree.

(C) A B.S. Degree plus any combination of additional years of experience and graduate level study in the proposed field of expertise totaling four (4) years or a Master's Degree plus two (2) years of either additional experience or graduate level study in the proposed field of expertise will be an acceptable substitute for a Ph.D. Degree.

(D) Additional years of graduate level study in an appropriate field will be considered equal to years of experience on a one-for-one basis.

(c) TECHNICIAN

(1) Level 3 - Performs nonroutine and complex assignments. Works under general supervision of a scientist or engineer. Performs experiments or tests which may require nonstandard procedures and complex instrumentation. Records, computes and analyzes test data, prepares test reports. May supervise lower level technicians.

Typical Title:	Senior Technician
Experience:	6 Years or more

(2) Level 2 - Performs assignments that are normally standardized. Operates testing or processing equipment of moderate complexity. May construct components or subassemblies of prototype models. May troubleshoot malfunctioning equipment and make simple repairs. Extracts and processes test data.

Typical Title:	Technician
Experience:	2-6 Years

(3) Level 1 - Performs simple and routine tasks or tests under close supervision. Records test data and may prepare simple charts or graphs. Performs routine maintenance and may install or set up test equipment.

Typical Title:	Technician
Experience:	0-2 Years

(4) Experience/Qualifications Substitutions

(A) Any combination of additional years of experience in the proposed field of expertise plus full time college level study in the particular field totaling four (4) years will be an acceptable substitute for a B.S. Degree.

(B) A B.S. Degree plus any combination of additional years of experience and graduate level study in the proposed field of expertise totaling two (2) years will be an acceptable substitute for a Master's Degree.

(C) A B.S. Degree plus any combination of additional years of experience and graduate level study in the proposed field of expertise totaling four (4) years or a Master's Degree plus two (2) years of either additional experience or graduate level study in the proposed field of expertise will be an acceptable substitute for a Ph.D. Degree.

(D) Additional years of graduate level study in an appropriate field will be considered equal to years of experience on a one-for-one basis.

H.39 PUBLICITY (EPAAR 1552.237-74) (APR 1984)

(a) The Contractor agrees to notify and obtain the verbal approval of the on-scene coordinator (or Project Officer) prior to releasing any information to the news media regarding the removal or remedial activities being conducted under this contract.

(b) It is also agreed that the Contractor shall acknowledge EPA support whenever the work funded in whole or in part by this contract is publicized in any news media.

H.40 PAPERWORK REDUCTION ACT (EPAAR 1552.237-75) (APR 1984)

If it is established at award or subsequently becomes a contractual requirement to collect identical information from ten (10) or more public respondents, the Paperwork Reduction Act of 1980, 44 U.S.C. 3501 et seq. applies. In that event, the Contractor shall not take any action to solicit information from any of the public respondents until notified in writing by the Contracting Officer that the required Office of Management and Budget (OMB) final clearance was received.

H.41 FABRICATION OR ACQUISITION OF NONEXPENDABLE PROPERTY (EPAAR 1552.245-72) (APR 1984)

The Contractor shall not fabricate nor acquire under this contract, either directly or indirectly through a subcontract, any item of nonexpendable property without written approval from the Contracting Officer.

PART II - CONTRACT CLAUSES

SECTION I - CONTRACT CLAUSES

I.1 NOTICE Listing Contract Clauses Incorporated by Reference

NOTICE:

The following solicitation provisions and/or contract clauses pertinent to this section are hereby incorporated by reference:

FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1)

NUMBER	DATE	TITLE
52.202-1	SEP 1991	DEFINITIONS
52.203-1	APR 1984	OFFICIALS NOT TO BENEFIT
52.203-3	APR 1984	GRATUITIES
52.203-5	APR 1984	COVENANT AGAINST CONTINGENT FEES
52.203-6	JUL 1985	RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT
52.203-7	OCT 1988	ANTI-KICKBACK PROCEDURES
52.209-6	AUG 1995	PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT
52.215-1	FEB 1993	EXAMINATION OF RECORDS BY COMPTROLLER GENERAL
52.215-2	FEB 1993	AUDIT--NEGOTIATION
52.215-22	JAN 1991	PRICE REDUCTION FOR DEFECTIVE COST OR PRICING DATA
52.215-24	DEC 1994	SUBCONTRACTOR COST OR PRICING DATA
52.215-27	SEP 1989	TERMINATION OF DEFINED BENEFIT PENSION PLANS
52.215-31	SEP 1987	WAIVER OF FACILITIES CAPITAL COST OF MONEY
52.215-33	JAN 1986	ORDER OF PRECEDENCE
52.215-39	FEB 1995	REVERSION OR ADJUSTMENT OF PLANS FOR POSTRETIREMENT BENEFITS OTHER THAN PENSIONS (PRB)
52.215-40	FEB 1995	NOTIFICATION OF OWNERSHIP CHANGES
52.216-7	JUL 1991	ALLOWABLE COST AND PAYMENT
52.216-8	APR 1984	FIXED FEE
52.219-8	FEB 1990	UTILIZATION OF SMALL BUSINESS CONCERNS AND SMALL DISADVANTAGED BUSINESS CONCERNS
52.219-9	FEB 1995	SMALL BUSINESS AND SMALL DISADVANTAGED BUSINESS SUBCONTRACTING PLAN
52.219-13	AUG 1986	UTILIZATION OF WOMEN-OWNED SMALL BUSINESSES
52.219-16	AUG 1989	LIQUIDATED DAMAGES - SMALL BUSINESS SUBCONTRACTING PLAN
52.220-3	APR 1984	UTILIZATION OF LABOR SURPLUS AREA CONCERNS
52.220-4	APR 1984	LABOR SURPLUS AREA SUBCONTRACTING PROGRAM
52.222-3	APR 1984	CONVICT LABOR
52.222-26	APR 1984	EQUAL OPPORTUNITY

52.222-28	APR 1984	EQUAL OPPORTUNITY PREAWARD CLEARANCE OF SUBCONTRACTS
52.222-35	APR 1995	AFFIRMATIVE ACTION FOR SPECIAL DISABLED AND VIETNAM ERA VETERANS DEVIATION
52.222-36	APR 1984	AFFIRMATIVE ACTION FOR HANDICAPPED WORKERS
52.222-37	JAN 1988	EMPLOYMENT REPORTS ON SPECIAL DISABLED VETERANS AND VETERANS OF THE VIETNAM ERA
52.223-2	APR 1984	CLEAN AIR AND WATER
52.223-6	JUL 1990	DRUG-FREE WORKPLACE
52.223-14	OCT 1995	TOXIC CHEMICAL RELEASE REPORTING
52.225-11	MAY 1992	RESTRICTIONS ON CERTAIN FOREIGN PURCHASES
52.227-1	APR 1984	AUTHORIZATION AND CONSENT
52.227-2	APR 1984	NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT INFRINGEMENT
52.227-14	JUN 1987	RIGHTS IN DATA--GENERAL
52.227-14	JUN 1987	RIGHTS IN DATA--GENERAL ALTERNATE III (JUN 1987)
52.227-14	JUN 1987	RIGHTS IN DATA--GENERAL ALTERNATE V (JUN 1987)
52.227-16	JUN 1987	ADDITIONAL DATA REQUIREMENTS
52.227-17	JUN 1987	RIGHTS IN DATA--SPECIAL WORKS
52.230-2	AUG 1992	COST ACCOUNTING STANDARDS
52.230-3	NOV 1993	DISCLOSURE AND CONSISTENCY OF COST ACCOUNTING PRACTICES
52.230-5	FEB 1995	ADMINISTRATION OF COST ACCOUNTING STANDARDS
52.232-17	JAN 1991	INTEREST
52.232-20	APR 1984	LIMITATION OF COST
52.232-22	APR 1984	LIMITATION OF FUNDS
52.232-23	JAN 1986	ASSIGNMENT OF CLAIMS
52.232-28	APR 1989	ELECTRONIC FUNDS TRANSFER PAYMENT METHODS
52.233-1	MAR 1994	DISPUTES ALTERNATE I (DEC 1991)
52.233-3	AUG 1989	PROTEST AFTER AWARD ALTERNATE I (JUN 1985)
52.242-1	APR 1984	NOTICE OF INTENT TO DISALLOW COSTS
52.242-3	OCT 1995	PENALTIES FOR UNALLOWABLE COSTS
52.242-13	APR 1991	BANKRUPTCY
52.243-2	AUG 1987	CHANGES--COST REIMBURSEMENT ALTERNATE I (APR 1984)
52.245-5	JAN 1986	GOVERNMENT PROPERTY (COST-REIMBURSEMENT, TIME-AND-MATERIAL, OR LABOR-HOUR CONTRACTS)
52.246-25	APR 1984	LIMITATION OF LIABILITY--SERVICES
52.249-6	MAY 1986	TERMINATION (COST-REIMBURSEMENT)
52.249-14	APR 1984	EXCUSABLE DELAYS
52.251-1	APR 1984	GOVERNMENT SUPPLY SOURCES
52.253-1	JAN 1991	COMPUTER GENERATED FORMS

I.2 REQUIREMENT FOR CERTIFICATE OF PROCUREMENT INTEGRITY-- MODIFICATION (FAR 52.203-9) (SEP 1995)

(a) Definitions. The definitions set forth in FAR 3.104-4 are hereby incorporated in this clause.

(b) The Contractor agrees that it will execute the certification set forth in paragraph (c) of this clause when requested by the Contracting Officer in connection with the execution of any modification of this contract.

(c) Certification. As required in paragraph (b) of this clause, the officer

or employee responsible for the modification proposal shall execute the following certification. The certification in paragraph (b)(2) of this provision is not required for a procurement of commercial items.

CERTIFICATE OF PROCUREMENT INTEGRITY--MODIFICATION

(1) I, _____[Name of certifier] am the officer or employee responsible for the preparation of this modification proposal and hereby certify that, to the best of my knowledge and belief, with the exception of any information described in this certification, I have no information concerning a violation or possible violation of subsection 27(a), (b), (d), or (f) of the Office of Federal Procurement Policy Act, as amended* (41 U.S.C. 423), (hereinafter referred to as "the Act"), as implemented in the FAR, occurring during the conduct of this procurement (contract and modification number).

(2) As required by subsection 27(e)(1)(B) of the Act, I further certify that to the best of my knowledge and belief, each officer, employee, agent, representative, and consultant of _____[Name of Offeror] who has participated personally and substantially in the preparation or submission of this proposal has certified that he or she is familiar with, and will comply with, the requirements of subsection 27(a) of the Act, as implemented in the FAR, and will report immediately to me any information concerning a violation or possible violation of subsections 27(a), (b), (d), or (f) of the Act, as implemented in the FAR, pertaining to this procurement.

(3) Violations or possible violations: (Continue on plain bond paper if necessary and label Certificate of Procurement Integrity--Modification (Continuation Sheet), ENTER NONE IF NONE EXISTS)

_____

_____

_____

_____
Signature of the Officer or Employee Responsible for the Modification Proposal and Date

_____
Typed Name of the Officer or Employee Responsible for the Modification Proposal

* Subsections 27(a), (b), and (d) are effective on December 1, 1990. Subsection 27(f) is effective on June 1, 1991.

THIS CERTIFICATION CONCERNS A MATTER WITHIN THE JURISDICTION OF AN AGENCY OF THE UNITED STATES AND THE MAKING OF A FALSE, FICTITIOUS, OR FRAUDULENT CERTIFICATION MAY RENDER THE MAKER SUBJECT TO PROSECUTION UNDER TITLE 18, UNITED STATES CODE, SECTION 1001.

(End of certification)

(d) In making the certification in paragraph (2) of the certificate, the officer or employee of the competing Contractor responsible for the offer or bid, may rely upon a one-time certification from each individual required to submit a certification to the competing Contractor, supplemented by periodic training. These certifications shall be obtained at the earliest possible date after an individual required to certify begins employment or association with the contractor. If a contractor decides to rely on a certification executed prior to the suspension of section 27 (i.e., prior to December 1, 1989), the Contractor shall ensure that an individual who has so certified is notified that section 27 has been reinstated. These certifications shall be maintained by the Contractor for a period of 6 years from the date a certifying employee's employment with the company ends or, for an agency, representative, or consultant, 6 years from the date such individual ceases to act on behalf of the contractor.

(e) The certification required by paragraph (c) of this clause is a material representation of fact upon which reliance will be placed in executing this modification.

I.3 PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY (FAR 52.203-10) (SEP 1990)

(a) The Government, at its election, may reduce the price of a fixed-price type contract or contract modification and the total cost and fee under a cost-type contract or contract modification by the amount of profit or fee determined as set forth in paragraph (b) of this clause if the head of the contracting activity or his or her designee determines that there was a violation of subsection 27(a) of the Office of Federal Procurement Policy Act, as amended (41 U.S.C. 423), as implemented in the FAR. In the case of a contract modification, the fee subject to reduction is the fee specified in the particular contract modification at the time of execution, except as provided in subparagraph (b)(5) of this clause.

(b) The price or fee reduction referred to in paragraph (a) of this clause shall be--

(1) For cost-plus-fixed-fee contracts, the amount of the fee specified in the contract at the time of award;

(2) For cost-plus-incentive-fee contracts, the target fee specified in the contract at the time of award, notwithstanding any minimum fee or "fee floor" specified in the contract.

(3) For cost-plus-award-fee contracts--

(i) The base fee established in the contract at the time of contract award;

(ii) If no base fee is specified in the contract, 30 percent of the amount of each award fee otherwise payable to the Contractor for each award fee evaluation period or at each award fee determination point.

(4) For fixed-price-incentive contracts, the Government may--

(i) Reduce the contract target price and contract target profit both

by an amount equal to the initial target profit specified in the contract at the time of contract award; or

(ii) If an immediate adjustment to the contract target price and contract target profit would have a significant adverse impact on the incentive price revision relationship under the contract, or adversely affect the contract financing provisions, the Contracting Officer may defer such adjustment until establishment of the total final price of the contract. The total final price established in accordance with the incentive price revision provisions of the contract shall be reduced by an amount equal to the initial target profit specified in the contract at the time of contract award and such reduced price shall be the total final contract price.

(5) For firm-fixed-price contracts or contract modifications, by 10 percent of the initial contract price; 10 percent of the contract modification price; or a profit amount determined by the Contracting Officer from records or documents in existence prior to the date of the contract award or modification.

(c) The Government may, at its election, reduce a prime contractor's price or fee in accordance with the procedures of paragraph (b) of this clause for violations of the Act by its subcontractors by an amount not to exceed the amount of profit or fee reflected in the subcontract at the time the subcontract was first definitively priced.

(d) In addition to the remedies in paragraphs (a) and (c) of this clause, the Government may terminate this contract for default. The rights and remedies of the Government specified herein are not exclusive, and are in addition to any other rights and remedies provided by law or under this contract.

I.4 LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS (FAR 52.203-12) (JAN 1990) DEVIATION

(a) Definitions.

"Agency", as used in this clause, means executive agency as defined in 2.101.

"Covered Federal action," as used in this clause, means any of the following Federal actions:

(a) The awarding of any Federal contract.
(b) The making of any Federal grant.
(c) The making of any Federal loan.
(d) The entering into of any cooperative agreement.
(e) The extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

"Indian tribe" and "tribal organization," as used in this clause, have the meaning provided in section 4 of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450B) and include Alaskan Natives.

"Influencing or attempting to influence," as used in this clause, means making, with the intent to influence, any communication to or appearance

before an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any covered Federal action.

"Local government," as used in this clause, means a unit of government in a State and, if chartered, established, or otherwise recognized by a State for the performance of a governmental duty, including a local public authority, a special district, an intrastate district, a council of governments, a sponsor group representative organization, and any other instrumentality of a local government.

"Officer or employee of an agency," as used in this clause, includes the following individuals who are employed by an agency:

(a) An individual who is appointed to a position in the Government under title 5, United States Code, including a position under a temporary appointment.

(b) A member of the uniformed services, as defined in subsection 101(3), title 37, United States Code.

(c) A special Government employee, as defined in section 202, title 18, United States Code.

(d) An individual who is a member of a Federal advisory committee, as defined by the Federal Advisory Committee Act, title 5, United States Code, appendix 2.

"Person," as used in this clause, means an individual, corporation, company, association, authority, firm, partnership, society, State, and local government, regardless of whether such entity is operated for profit, or not for profit. This term excludes an Indian tribe, tribal organization, or any other Indian organization with respect to expenditures specifically permitted by other Federal law.

"Reasonable compensation," as used in this clause, means, with respect to a regularly employed officer or employee of any person, compensation that is consistent with the normal compensation for such officer or employee for work that is not furnished to, not funded by, or not furnished in cooperation with the Federal Government.

"Reasonable payment," as used in this clause, means, with respect to professional and other technical services, a payment in an amount that is consistent with the amount normally paid for such services in the private sector.

"Recipient," as used in this clause, includes the Contractor and all subcontractors. This term excludes an Indian tribe, tribal organization, or any other Indian organization with respect to expenditures specifically permitted ~~by~~ other Federal law.

"Regularly employed," as used in this clause, means, with respect to an officer or employee of a person requesting or receiving a Federal contract, an officer or employee who is employed by such person for at least 130 working days within 1 year immediately preceding the date of the submission that initiates agency consideration of such person for receipt of such contract. An officer or employee who is employed by such person for less than 130 working

days within 1 year immediately preceding the date of the submission that agency consideration of such person shall be considered to be regularly employed as soon as he or she is employed by such person for 130 working days.

"State," as used in this clause, means a State of the United States, the District of Columbia, the Commonwealth of Puerto Rico, a territory or possession of the United States, an agency or instrumentality of a State, and multi-State, regional, or interstate entity having governmental duties and powers.

(b) Prohibitions.

(1) Section 1352 of title 31, United States Code, among other things, prohibits a recipient of a Federal contract, grant, loan, or cooperative agreement from using appropriated funds to pay any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any of the following covered Federal actions: the awarding of any Federal contract; the making of any Federal grant; the making of any Federal loan; the entering into of any cooperative agreement; or the modification of any Federal contract, grant, loan, or cooperative agreement.

(2) The Act also requires Contractors to furnish a disclosure if any funds other than Federal appropriated funds (including profit or fee received under a covered Federal transaction) have been paid, or will be paid, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a Federal contract, grant, loan, or cooperative agreement.

(3) The prohibitions of the Act do not apply under the following conditions:

(i) Agency and legislative liaison by own employees.

(A) The prohibition on the use of appropriated funds, in subparagraph (b)(1) of this clause, does not apply in the case of a payment of reasonable compensation made to an officer or employee of a person requesting or receiving a covered Federal action if the payment is for agency and legislative liaison activities not directly related to a covered Federal action.

(B) For purposes of subdivision (b)(3)(i)(A) of this clause, providing any information specifically requested by an agency or Congress is permitted at any time.

(C) The following agency and legislative liaison activities are permitted at any time where they are not related to a specific solicitation for any covered Federal action:

(1) Discussing with an agency the qualities and characteristics (including individual demonstrations) of the person's products or services, conditions or terms of sale, and service capabilities.

(2) Technical discussions and other activities regarding the application or adaptation of the person's products or services for an agency's

use.

(D) The following agency and legislative liaison activities are permitted where they are prior to formal solicitation of any covered Federal action--

(1) Providing any information not specifically requested but necessary for an agency to make an informed decision about initiation of a covered Federal action;

(2) Technical discussions regarding the preparation of an unsolicited proposal prior to its official submission; and

(3) Capability presentations by persons seeking awards from an agency pursuant to the provisions of the Small Business Act, as amended by Pub. L. 95-507, and subsequent amendments.

(E) Only those services expressly authorized by subdivision (b)(3)(i)(A) of this clause are permitted under this clause.

(ii) Professional and technical services.

(A) The prohibition on the use of appropriated funds, in subparagraph (b)(1) of this clause, does not apply in the case of--

(1) A payment of reasonable compensation made to an officer or employee of a person requesting or receiving a covered Federal action or an extension, continuation, renewal, amendment, or modification of a covered Federal action, if payment is for professional or technical services rendered directly in the preparation, submission, or negotiation of any bid, proposal, or application for that Federal action or for meeting requirements imposed by or pursuant to law as a condition for receiving that Federal action.

(2) Any reasonable payment to a person, other than an officer or employee of a person requesting or receiving a covered Federal action or an extension, continuation, renewal, amendment, or modification of a covered Federal action if the payment is for professional or technical services rendered directly in the preparation, submission, or negotiation of any bid, proposal, or application for that Federal action or for meeting requirements imposed by or pursuant to law as a condition for receiving that Federal action. Persons other than officers or employees of a person requesting or receiving a covered Federal action include consultants and trade associations.

(B) For purposes of subdivision (b)(3)(ii)(A) of this clause, "professional and technical services" shall be limited to advice and analysis directly applying any professional or technical discipline. The following examples are not intended to be all inclusive, to limit the application of the professional to technical exemption provided in the law, or to limit the exemption to licensed professionals. For example, drafting of a legal document accompanying a bid or proposal by a lawyer is allowable. Similarly, technical advice provided by an engineer on the performance or operational capability of a piece of equipment rendered directly in the negotiation of a contract is allowable. However, communications with the intent to influence made by a professional (such as a licensed lawyer) or a technical person (such as a licensed accountant) are not allowable under this section unless they

provide advice and analysis directly applying their professional or technical expertise and unless the advice or analysis is rendered directly and solely in the preparation, submission or negotiation of a covered Federal action. Thus, for example, communications with the intent to influence made by a lawyer that do not provide legal advice or analysis directly and solely related to the legal aspects of his or her client's proposal, but generally advocate one proposal over another are not allowable under this section because the lawyer is not providing professional legal services. Similarly, communications with the intent to influence made by an engineer providing an engineering analysis prior to the preparation or submission of a bid or proposal are not allowable under this section since the engineer is providing technical services but not directly in the preparation, submission or negotiation of a covered Federal action.

(C) Requirements imposed by or pursuant to law as a condition for receiving a covered Federal award include those required by law or regulation and any other requirements in the actual award documents.

(D) Only those services expressly authorized by subdivisions (b)(3)(ii)(A)(1) and (2) of this clauses are permitted under this clause.

(E) The reporting requirements of FAR 3.803(a) shall not apply with respect to payments of reasonable compensation made to regularly employed officers or employees of a person.

(iii) Selling activities by independent sales representatives.

The prohibition on the use of appropriated funds, in subparagraph (b)(1) of this clause, does not apply to the following selling activities before an agency by independent sales representatives, provided such activities are prior to formal solicitation by an agency and are specifically limited to the merits of the matter:

(A) Discussing with an agency (including individual demonstrations) the qualities and characteristics of the person's products or services, conditions or terms of sale, and service capabilities; and

(B) Technical discussions and other activities regarding the application or adaptation of the person's products or services for an agency's use.

(c) Disclosure.

(1) The Contractor who requests or receives from an agency a Federal contract shall file with that agency a disclosure form, OMB standard form LLL, Disclosure of Lobbying Activities, if such person has made or has agreed to make any payment using nonappropriated funds (to include profits from any covered Federal action), which would be prohibited under subparagraph (b)(1) of this clause, if paid for with appropriated funds.

(2) The Contractor shall file a disclosure form at the end of each calendar quarter in which there occurs any event that materially affects the accuracy of the information contained in any disclosure form previously filed by such person under subparagraph (c)(1) of this clause. An event that materially affects the accuracy of the information reported includes--

(i) A cumulative increase of $25,000 or more in the amount paid or expected to be paid for influencing or attempting to influence a covered Federal action; or

(ii) A change in the person(s) or individual(s) influencing or attempting to influence a covered Federal action; or

(iii) A change in the officer(s), employee(s), or Member(s) contacted to influence or attempt to influence a covered Federal action.

(3) The Contractor shall require the submittal of a certification, and if required, a disclosure form by any person who requests or receives any subcontract exceeding $100,000 under a Federal contract.

(4) All subcontractor disclosure forms (but not certifications) shall be forwarded from tier to tier until received by the prime Contractor. The prime Contractor shall submit all disclosures to the Contracting Officer at the end of the calendar quarter in which the disclosure form is submitted by the subcontractor. Each subcontractor certification shall be retained in the subcontract file of the awarding Contractor.

(d) Agreement. The Contractor agrees not to make any payment prohibited by this clause.

(e) Penalties.

(1) Any person who makes an expenditure prohibited under paragraph (a) of this clause or who fails to file or amend the disclosure form to be filed or amended by paragraph (b) of this clause shall be subject to civil penalties as provided for by 31 U.S.C. 1352. An imposition of a civil penalty does not prevent the Government from seeking any other remedy that may be applicable.

(2) Contractors may rely without liability on the representation made by their subcontractors in the certification and disclosure form.

(f) Cost allowability. Nothing in this clause makes allowable or reasonable any costs which would otherwise be unallowable or unreasonable. Conversely, costs made specifically unallowable by the requirements in this clause will not be made allowable under any other provision.

I.5 PAYMENT FOR OVERTIME PREMIUMS (FAR 52.222-2) (JUL 1990)

(a) The use of overtime is authorized under this contract if the overtime premium cost does not exceed $0 or the overtime premium is paid for work--

(1) Necessary to cope with emergencies such as those resulting from accidents, natural disasters, breakdowns of production equipment, or occasional production bottlenecks of a sporadic nature;

(2) By indirect-labor employees such as those performing duties in connection with administration, protection, transportation, maintenance, standby plant protection, operation of utilities, or accounting;

(3) To perform tests, industrial processes, laboratory procedures, loading or unloading of transportation conveyances, and operations in flight or afloat

that are continuous in nature and cannot reasonably be interrupted or completed otherwise; or

(4) That will result in lower overall costs to the Government.

(b) Any request for estimated overtime premiums that exceeds the amount specified above shall include all estimated overtime for contract completion and shall--

(1) Identify the work unit; e.g., department or section in which the requested overtime will be used, together with present workload, staffing, and other data of the affected unit sufficient to permit the Contracting Officer to evaluate the necessity for the overtime;

(2) Demonstrate the effect that denial of the request will have on the contract delivery or performance schedule;

(3) Identify the extent to which approval of overtime would affect the performance or payments in connection with other Government contracts, together with identification of each affected contract; and

(4) Provide reasons why the required work cannot be performed by using multishift operations or by employing additional personnel.

I.6 RIGHTS IN DATA--GENERAL (FAR 52.227-14) (JUN 1987) ALTERNATE II (JUN 1987)

(2) Not withstanding subparagraph (g)(1) of this clause, the contract may identify and specify the delivery of limited rights data, or the Contracting Officer may require by written request the delivery of limited rights data that has been withheld or would otherwise be withholdable. If delivery of such data is so required, the Contractor may affix the following "Limited Rights Notice" to the data and the Government will thereafter treat the data, subject to the provisions of paragraphs (e) and (f) of this clause, in accordance with such Notice:

LIMITED RIGHTS NOTICE

(a) These data are submitted with limited rights under Government contract No..... (and subcontract....., if appropriate). These data may be reproduced and used by the Government with the express limitation that they will not, without written permission of the Contractor, be used for purposes of manufacture nor disclosed outside the Government; except that the Government may disclose these data outside the Government for the following purposes, if any, provided that the Government makes such disclosure subject to prohibition against further use and disclosure:

(i) Use (except for manufacture) by support service contractors.
(ii) Evaluation by nongovernment evaluators.

(iii) Use (except for manufacture) by other contractors participating in the Government's program of which the specific contract is a part, for information and use in connection with the work performed under each contract.

(iv) Emergency repair or overhaul work.

(v) Release to a foreign government, or instrumentality thereof, as the interests of the United States Government may require, for information or evaluation, or for emergency repair or overhaul work by such government.

(b) This Notice shall be marked on any reproduction of these data, in whole or in part.

(End of notice)

I.7 PROMPT PAYMENT (FAR 52.232-25) (MAR 1994)

Notwithstanding any other payment clause in this contract, the Government will make invoice payments and contract financing payments under the terms and conditions specified in this clause. Payment shall be considered as being made on the day a check is dated or an electronic funds transfer is made. Definitions of pertinent terms are set forth in 32.902. All days referred to in this clause are calendar days, unless otherwise specified.

(a) Invoice Payments.

(1) For purposes of this clause, "invoice payment" means a Government disbursement of monies to a Contractor under a contract or other authorization for supplies or services accepted by the Government. This includes payments for partial deliveries that have been accepted by the Government and final cost or fee payments where amounts owed have been settled between the Government and the Contractor.

(2) Except as indicated in subparagraph (a)(3) and paragraph (c) of this clause, the due date for making invoice payments by the designated payment office shall be the later of the following two events:

(i) The 30th day after the designated billing office has received a proper invoice from the Contractor.

(ii) The 30th day after Government acceptance of supplies delivered or services performed by the Contractor. On a final invoice where the payment amount is subject to contract settlement actions, acceptance shall be deemed to have occurred on the effective date of the contract settlement. However, if the designated billing office fails to annotate the invoice with the actual date of receipt, the invoice payment due date shall be deemed to be the 30th day after the date the Contractor's invoice is dated, provided a proper invoice is received and there is no disagreement over quantity, quality, or Contractor compliance with contract requirements.

(3) The due date on contracts for meat and meat food products, contracts or fish; contracts for perishable agricultural commodities, contracts for dairy products, edible fats or oils, and food products prepared from edible fats or oils, and contracts not requiring the submission of an invoice shall be as follows:

(i) The due date for meat and meat food products, as defined in section 2(a)(3) of the Packers and Stockyard Act of 1921 (7 U.S.C. 182(3)) and further defined in Pub. L. 98-181 to include any edible fresh or frozen poultry meat, any perishable poultry meat food product, fresh eggs, and any perishable egg

product, will be as close as possible to, but not later than, the 7th day after product delivery.

(ii) The due date for fresh or frozen fish, as defined in section 204(3) of the Fish and Seafood Promotion Act of 1986 (16 U.S.C. 4003(3)), will be as close as possible to, but not later than, the seventh day after product delivery.

(iii) The due date for perishable agricultural commodities, as defined in section 1(4) of the Perishable Agricultural Commodities Act of 1930 (7 U.S.C. 499a(44)), will be as close as possible to, but not later than, the 10th day after product delivery, unless another date is specified in the contract.

(iv) The due date for dairy products, as defined in Section 111(e) of the Dairy Production Stabilization Act of 1983 (7 U.S.C 4502(e)), edible fats or oils, will be as close as possible to, but not later than, the 10th day after the date on which a proper invoice has been received.

(v) If the contract does not require submission of an invoice for payment (e.g., periodic lease payments), the due date will be as specified in the contract.

(4) An invoice is the Contractor's bill or written request for payment under the contract for supplies delivered or services performed. An invoice shall be prepared and submitted to the designated billing office specified in the contract. A proper invoice must include the items listed in subdivisions (a)(4)(i) through (a)(4)(viii) of the clause. If the invoice does not comply with these requirements, then the Contractor will be notified of the defect within 7 days after receipt of the invoice at the designated billing office (3 days for meat, meat food products, or fish, and 5 days for perishable agricultural commodities, edible fats or oils, and food products prepared from edible fats or oils). Untimely notification will be taken into account in the computation of any interest penalty owed the Contractor in the manner described in subparagraph (a)(6) of this clause.

(i) Name and address of the Contractor.

(ii) Invoice date.

(iii) Contract number or other authorization for supplies delivered or services performed (including order number and contract line item number).

(iv) Description, quantity, unit of measure, unit price, and extended price of supplies delivered or services performed.

(v) Shipping and payment terms (e.g., shipment number and date of shipment, prompt payment discount terms). Bill of lading number and weight of shipment will be shown for shipments on Government bills of lading.

(vi) Name and address of Contractor official to whom payment is to be sent (must be the same as that in the contract or in a proper notice of assignment).

(vii) Name (where practicable), title, phone number and mailing address

of person to be notified in event of a defective invoice.

(viii) Any other information or documentation required by other requirements of the contract (such as evidence of shipment).

(5) An interest penalty shall be paid automatically by the Government, without request from the Contractor, if payment is not made by the due date and the conditions listed in subdivisions (a)(5)(i) through (a)(5)(iii) of this clause are met, if applicable.

(i) A proper invoice was received by the designated billing office.

(ii) A receiving report or other Government documentation authorizing payment was processed and there was no disagreement over quantity, quality, or contractor compliance with any contract term or condition.

(iii) In the case of a final invoice for any balance of funds due the Contractor for supplies delivered or services performed, the amount was not subject to further contract settlement actions between the Government and the Contractor.

(6) The interest penalty shall be at the rate established by the Secretary of the Treasury under Section 12 of the Contract Disputes Act of 1978 (41 U.S.C. 611) that is in effect on the day after the due date, except where the interest penalty is prescribed by other governmental authority. This rate is referred to as the "Renegotiation Board Interest Rate," and it is published in the Federal Register semiannually on or about January 1 and July 1. The interest penalty shall accrue daily on the invoice payment amount approved by the Government and be compounded in 30-day increments inclusive from the first day after the due date through the payment date. That is, interest accrued at the end of any 30-day period will be added to the approved invoice payment amount and be subject to interest penalties if not paid in the succeeding 30-day period. If the designated billing office failed to notify the contractor of a defective invoice within the periods prescribed in subparagraph (a)(4) of this clause, then the due date on the corrected invoice will be adjusted by subtracting the number of days taken beyond the prescribed notification of defects period. Any interest penalty owed the Contractor will be based on this adjusted due date. Adjustments will be made by the designated payment office for errors in calculating interest penalties, if requested by the Contractor.

(i) For the sole purpose of computing an interest penalty that might be due the Contractor, Government acceptance shall be deemed to have occurred constructively on the 7th day (unless otherwise specified in this contract) after the Contractor delivered the supplies or performed the services in accordance with the terms and conditions of the contract, unless there is a disagreement over quantity, quality, or contractor compliance with a contract provision. In the event that actual acceptance occurs within the constructive acceptance period, the determination of an interest penalty shall be based on the actual date of acceptance. The constructive acceptance requirement does not, however, compel Government officials to accept supplies or services, perform contract administration functions, or make payment prior to fulfilling their responsibilities.

(ii) The following periods of time will not be included in the determination of an interest penalty:

(A) The period taken to notify the contractor of defects in invoices submitted to the Government, but this may not exceed 7 days (3 days for meat, meat food products, or fish, and 5 days for perishable agricultural commodities, dairy products, edible fats or oils, and food products prepared from edible fats or oils);

(B) The period between the defects notice and resubmission of the corrected invoice by the Contractor.

(iii) Interest penalties will not continue to accrue after the filing of a claim for such penalties under the clause at 52.233-1, Disputes, or for more than 1 year. Interest penalties of less than $1.00 need not be paid.

(iv) Interest penalties are not required on payment delays due to disagreement between the Government and Contractor over the payment amount or other issues involving contract compliance or on amounts temporarily withheld or retained in accordance with the terms of the contract. Claims involving disputes, and any interest that may be payable, will be resolved in accordance with the clause at 52.233-1, Disputes.

(7) An interest penalty shall also be paid automatically by the designated payment office, without request from the Contractor, if a discount for prompt payment is taken improperly. The interest penalty will be calculated as described in subparagraph (a)(6) of this clause on the amount of discount taken for the period beginning with the first day after the end of the discount period through the date when the Contractor is paid.

(8) If this contract was awarded on or after October 1, 1989, a penalty amount, calculated in accordance with regulations issued by the Office of Management and Budget, shall be paid in addition to the interest penalty amount if the Contractor:

(i) Is owed an interest penalty;

(ii) Is not paid the interest penalty within 10 days after the date the invoice amount is paid; and

(iii) Makes a written demand, not later than 40 days after the date the invoice amount is paid, that the agency pay such a penalty.

(b) Contract Financing Payments.

(1) For purposes of this clause, "contract financing payment" means a Government disbursement of monies to a Contractor under a contract clause or other authorization prior to acceptance of supplies or services by the Government. Contract financing payments include advance payments, progress payments based on cost under the clause at 52.232-16, Progress Payments, progress payments based on a percentage or stage of completion (32.102(e)(1)) other than those made under the clause at 52.232-5, Payments Under Fixed-Price Construction Contracts, or the clause at 52.232-10, Payments Under Fixed-Price Architect-Engineer Contracts, and interim payments on cost type contracts.

(2) For contracts that provide for contract financing, requests for payment shall be submitted to the designated billing office as specified in this contract or as directed by the Contracting Officer. Contract financing payments shall be made on the 30th day after receipt of a proper contract

financing request by the designated billing office. In the event that an audit or other review of a specific financing request is required to ensure compliance with the terms and conditions of the contract, the designated payment office is not compelled to make payment by the due date specified.

(3) For advance payments, loans, or other arrangements that do not involve recurrent submissions of contract financing requests, payment shall be made in accordance with the corresponding contract terms or as directed by the Contracting Officer.

(4) Contract financing payments shall not be assessed an interest penalty for payment delays.

(c) If this contract contains the clause at 52.213-1, Fast Payment Procedure, payments will be made within 15 days after the date of receipt of the invoice.

I.8 CONTINUITY OF SERVICES (FAR 52.237-3) (JAN 1991)

(a) The Contractor recognizes that the services under this contract are vital to the Government and must be continued without interruption and that, upon contract expiration, a successor, either the Government or another contractor, may continue them. The Contractor agrees to (1) furnish phase-in training and (2) exercise its best efforts and cooperation to effect an orderly and efficient transition to a successor.

(b) The Contractor shall, upon the Contracting Officer's written notice, (1) furnish phase-in, phase-out services for up to 90 days after this contract expires and (2) negotiate in good faith a plan with a successor to determine the nature and extent of phase-in, phase-out services required. The plan shall specify a training program and a date for transferring responsibilities for each division of work described in the plan, and shall be subject to the Contracting Officer's approval. The Contractor shall provide sufficient experienced personnel during the phase-in, phase-out period to ensure that the services called for by this contract are maintained at the required level of proficiency.

(c) The Contractor shall allow as many personnel as practicable to remain on the job to help the successor maintain the continuity and consistency of the services required by this contract. The Contractor also shall disclose necessary personnel records and allow the successor to conduct onsite interviews with these employees. If selected employees are agreeable to the change, the Contractor shall release them at a mutually agreeable date and negotiate transfer of their earned fringe benefits to the successor.

(d) The Contractor shall be reimbursed for all reasonable phase-in, phase-out costs (i.e., costs incurred within the agreed period after contract expiration that result from phase-in, phase-out operations) and a fee (profit) not to exceed a prorated portion of the fee (profit) under this contract.

I.9 SUBCONTRACTS (COST-REIMBURSEMENT AND LETTER CONTRACTS) (FAR 52.244-2) (FEB 1995) DEVIATION

(a) "Subcontract," as used in this clause, includes but is not limited to purchase orders, and changes and modifications to purchase orders. The

Contractor shall notify the Contracting Officer reasonably in advance of entering into any subcontract if--

(1) The proposed subcontract is of the cost-reimbursement, time-and-materials, or labor-hour type;

(2) The proposed subcontract is fixed-price and exceeds either $25,000 or 5 percent of the total estimated cost of this contract;

(3) The proposed subcontract has experimental, developmental, or research work as one of its purposes; or (4) This contract is not a facilities contract and the proposed subcontract provides for the fabrication, purchase, rental, installation, or other acquisition of special test equipment valued in excess of $10,000 or of any items of facilities.

(b) (1) In the case of a proposed subcontract that (i) is of the cost-reimbursement, time-and-materials, or labor-hour type and is estimated to exceed $10,000, including any fee, (ii) is proposed to exceed $100,000, or (iii) is one of a number of subcontracts with a single subcontractor, under this contract, for the same or related supplies or services that, in the aggregate, are expected to exceed $100,000, the advance notification required by paragraph (a) above shall include the information specified in subparagraph (2) below.

(2) (i) A description of the supplies or services to be subcontracted.

(ii) Identification of the type of subcontract to be used.

(iii) Identification of the proposed subcontractor and an explanation of why and how the proposed subcontractor was selected, including the competition obtained. If the subcontract is awarded under the Mentor-Protege Program and is $1,000,000 or less, competition is not required.

(iv) The proposed subcontract price and the Contractor's cost or price analysis.

(v) The subcontractor's current, complete, and accurate cost or pricing data and Certificate of Current Cost or Pricing Data, if required by other contract provisions.

(vi) The subcontractor's Disclosure Statement or Certificate relating to Cost Accounting Standards when such data are required by other provisions of this contract.

(vii) A negotiation memorandum reflecting--

(A) The principal elements of the subcontract price negotiations;

(B) The most significant considerations controlling establishment of initial or revised prices;

(C) The reason cost or pricing data were or were not required;

(D) The extent, if any, to which the Contractor did not rely on the subcontractor's cost or pricing data in determining the price objective and in negotiating the final price;

(E) The extent to which it was recognized in the negotiation that the subcontractor's cost or pricing data were not accurate, complete, or current; the action taken by the Contractor and the subcontractor; and the effect of any such defective data on the total price negotiated;

(F) The reasons for any significant difference between the Contractor's price objective and the price negotiated; and

(G) A complete explanation of the incentive fee or profit plan when incentives are used. The explanation shall identify each critical performance element, management decisions used to quantify each incentive element, reasons for the incentives, and a summary of all trade-off possibilities considered.

(c) The Contractor shall obtain the Contracting Officer's written consent before placing any subcontract for which advance notification is required under paragraph (a) above. However, the Contracting Officer may ratify in writing any such subcontract. Ratification shall constitute the consent of the Contracting Officer.

(d) If the Contractor has an approved purchasing system and the subcontract is within the scope of such approval, the Contractor may enter into the subcontracts described in subparagraphs (a)(1) and (a)(2) of this clause without the consent of the Contracting Officer.

(e) Even if the Contractor's purchasing system has been approved, the Contractor shall obtain the Contracting Officer's written consent before placing subcontracts identified below:

_____

_____

(f) Unless the consent or approval specifically provides otherwise, neither consent by the Contracting Officer to any subcontract nor approval of the Contractor's purchasing system shall constitute a determination (1) of the acceptability of any subcontract terms or conditions, (2) of the allowability of any cost under this contract, or (3) to relieve the Contractor of any responsibility for performing this contract.

(g) No subcontract placed under this contract shall provide for payment on a cost-plus-a-percentage-of-cost basis, and any fee payable under cost-reimbursement type subcontracts shall not exceed the fee limitations in paragraph 15.903(d) of the Federal Acquisition Regulation (FAR).

(h) The Contractor shall give the Contracting Officer immediate written notice of any action or suit filed and prompt notice of any claim made against the Contractor by any subcontractor or vendor that, in the opinion of the Contractor, may result in litigation related in any way to this contract, with respect to which the Contractor may be entitled to reimbursement from the Government.

(i) (1) The Contractor shall insert in each price redetermination or incentive price revision subcontract under this contract the substance of the paragraph "Quarterly limitation on payments statement" of the clause at 52.216-5, Price Redetermination--Prospective, 52.216-6, Price

Redetermination--Retroactive, 52.216-16, Incentive Price Revision--Firm Target, or 52.216-17, Incentive Price Revision--Successive Targets, as appropriate, modified in accordance with the paragraph entitled "Subcontracts" of that clause.

(2) Additionally, the Contractor shall include in each cost- reimbursement subcontract under this contract a requirement that the subcontractor insert the substance of the appropriate modified subparagraph referred to in subparagraph (1) above in each lower tier price redetermination or incentive price revision subcontract under that subcontract.

(j) To facilitate small business participation in subcontracting, the Contractor agrees to provide progress payments on subcontracts under this contract that are fixed-price subcontracts with small business concerns in conformity with the standards for customary progress payments stated in FAR 32.502-1 and 32.504(f), as in effect on the date of this contract. The Contractor further agrees that the need for such progress payments will not be considered a handicap or adverse factor in the award of subcontracts.

(k) The Government reserves the right to review the Contractor's purchasing system as set forth in FAR Subpart 44.3.

I.10 COMPETITION IN SUBCONTRACTING (FAR 52.244-5) (APR 1984) DEVIATION

The Contractor shall select subcontractors (including suppliers) on a competitive basis to the maximum practical extent consistent with the objectives and requirements of the contract. If the subcontract is awarded under the Mentor-Protege Program and is $1,000,000 or less, competition is not required.

I.11 CLAUSES INCORPORATED BY REFERENCE (FAR 52.252-2) (JUN 1988)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available.

I.12 AUTHORIZED DEVIATIONS IN CLAUSES (FAR 52.252-6) (APR 1984)

(a) The use in this solicitation or contract of any Federal Acquisition Regulation (48 CFR Chapter 1) clause with an authorized deviation is indicated by the addition of "DEVIATION" after the date of the clause.

(b) The use in this solicitation or contract of any Environmental Protection Agency (48 CFR Chapter 15) clause with an authorized deviation is indicated by the addition of "DEVIATION" after the name of the regulation.

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)

ATTACHMENT	TITLE
A	STATEMENT OF WORK
A-1	INTERIM DRAFT EPA REQUIREMENTS FOR QUALITY MANAGEMENT PLANS (EPA QA/R-2) (DATED JULY 1992)
A-2	EPA REQUIREMENTS FOR QUALITY ASSURANCE PROJECT PLANS FOR ENVIRONMENTAL DATE OPERATIONS (EPA QA/R-5) (DRAFTED JANUARY 29, 1992)
B	REPORTS OF WORK
C	DELETED
D	DELETED
E	DELETED
F	GOVERNMENT FURNISHED PROPERTY
G	EPA CONTRACT PROPERTY ADMINISTRATION REQUIREMENTS
H	DELETED
I	SITE SPECIFIC INVOICING REQUIREMENTS
J	INSTRUCTIONS FOR PERFORMING THE ANNUAL ALLOCATION OF NON-SITE-SPECIFIC COSTS
K	DELETED
L	SMALL BUSINESS SUBCONTRACTING PLAN

PART IV - REPRESENTATIONS AND INSTRUCTIONS

SECTION K - REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS OF OFFERORS

K.1 Reference Statement

The Representations, Certifications, and other Statements of Offerers completed by the contractor as part of the response to the RFP W302002G3 are incorporated into this contract by reference.

Attachment A

STATEMENT OF WORK

Superfund Technical Assessment & Response Team

EPA

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ACRONYM LIST

RAC	Response Action Contract
RCMS	Removal Contract Management System
RFP	Request for Proposal
RCRA	Resource Conservation and Recovery Act
RI	Remedial Investigation
RMT	Regional Management Team
RPM	Remedial Project Manager
RRC	Regional Response Center
RRT	Regional Response Team
SACM	Superfund Accelerated Clean-up Model
SAM	Site Assessment Manager
SARA	Superfund Amendments and Reauthorization Act
SI	Site Inspection
SIO	Site Investigation Officer
SIP	Site Inspection Prioritization
SPCC	Spill Prevention Controls and Countermeasures
SOW	Statement of Work
START	Superfund Technical Assessment & Response Team
TAT	Technical Assistance Team
TDD	Technical Direction Document
WAM	Work Assignment Manager

ACRONYM LIST

ARARs	Applicable or Relevant and Appropriate Requirements
ATGS	Automated (Technical Direction Document) Generator System
BTAG	Biological Technical Assistance Group
CBI	Confidential Business Information
CBD	Commerce Business Daily
CEPP	Chemical Emergency Preparedness and Prevention
CERCLA	Comprehensive Environmental Response, Compensation, and Liability Act of 1980
CERCLIS	Comprehensive Environmental Response, Compensation, Liability Information System
CLP	Contract Laboratory Program
CO	Contracting Officer
COI	Conflict of Interest
CPAF	Cost-Plus-Award Fee
DIMP	Data Information Management Plan
DPO	Deputy Project Officer
EE/CA	Engineering Evaluation/Cost Analysis
EPA	Environmental Protection Agency
EPCRA	Emergency Preparedness and Community Right to Know Act
ERNS	Emergency Response Notification System
ERT	Environmental Response Team
ESI	Expanded Site Inspection
FAR	Federal Acquisition Regulation
FEMA	Federal Emergency Management Agency
FIT	Field Investigation Team
FDO	Fee Determination Official
GFE	Government Furnished Equipment
HRS	Hazard Ranking System
IDW	Investigation Derived Wastes
IGCE	Independent Government Cost Estimate
LAN	Local Area Network
LOE	Level-of-Effort
LTCS	Long-Term Contracting Strategy
NCP	National Oil and Hazardous Substances Pollution Contingency Plan
NPL	National Priorities List
OERR	Office of Emergency and Remedial Response
OMB	Office of Management and Budget
OPA	Oil Pollution Act
OSC	On-Scene Coordinator
OSWER	Office of Solid Waste and Emergency Response
PA	Preliminary Assessment
PEB	Performance Evaluation Board
PO	Project Officer
POLREP	Pollution Report
PRP	Potential Responsible Party
QA	Quality Assurance
QAPP	Quality Assurance Project Plan
QC	Quality Control
QMP	Quality Management Plan

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United States Environmental Protection Agency

Statement of Work

Superfund Technical Assessment & Response Team (START)

STATEMENT OF WORK
SUPERFUND TECHNICAL ASSESSMENT & RESPONSE TEAM

I. PURPOSE

The purpose of the Superfund Technical Assessment & Response Team (START) contract is to obtain the services of a team of fully trained contractor personnel. The team shall include a variety of technical expertise (i.e., engineers, geologists, toxicologists, biologists, chemists, technicians, and administrative and technical support staff). This team shall provide technical support services to support EPA's site assessment activities; emergency response, prevention and preparedness activities; and technical support activities as defined by this statement of work (SOW). The START contractor shall provide EPA with sufficient planning and response capabilities needed to carry out all activities identified in specific tasks.

The START contractor shall also be allowed to subcontract for resources to provide administrative and technical support which is not available through the team or other Level of Effort (LOE). Subcontracted support may typically include: installation of ground water wells, piezometer and boring; geophysical investigations; test pit excavation; aerial photography; analytical services, landscaping; training support; and the disposal of investigation derived wastes (IDW) resulting from contract related activities. This list of subcontracted services does not preclude the START contractor from subcontracting for similar services not identified above.

Analytical support services shall also be required through field screening techniques and/or screening by regular and/or mobile laboratories or fixed laboratories.

II. BACKGROUND

Under the authority of the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA or Superfund) of 1980, as amended by the Superfund Amendments and Reauthorization Act of 1986 (SARA), Section 311 of the Clean Water Act, as amended by the Oil Pollution Act of 1990 (OPA) and Subtitle I of the Resource Conservation and Recovery Act (RCRA), pursuant to the National Oil and Hazardous Substances Pollution Contingency Plan (NCP), EPA has been delegated the responsibility to undertake response actions with respect to the release or threat of release of oil, petroleum products, hazardous substances, or pollutants and contaminants, that pose an actual or potential threat to human health or welfare, or the environment. EPA is responsible for evaluating uncontrolled hazardous substance disposal sites and placing those that are considered to pose a significant threat to the public health or the environment on the National Priorities List (NPL).

In addition, EPA has authority, under the Emergency Preparedness and Community Right-to-Know Act (EPCRA) and other laws, to provide technical support to help mitigate endangerment of the public health, welfare or environment during other emergencies and natural disasters, as well as support states and communities in preparing for response to releases of oil, petroleum products and hazardous substances.

To meet these authorities, EPA has historically acquired the site assessment and listing support services under the former Field Investigation Team (FIT) contract and the response, prevention and preparedness support services under the Technical Assistance Team (TAT) contract. In September 1990, the EPA issued OSWER Directive 9242.6-07.FS which described the Long-Term Contracting Strategy (LTCS) for the Federal Superfund Program. The LTCS called for an overall integration and acceleration of the Superfund program to eliminate redundancy in Superfund contract support. The combination of the FIT and TAT into one contract has eliminated redundant contract support in conformance with the LTCS strategy. This has become the START contract.

The START contractor shall be capable of providing EPA with a single site assessment capability (joint remedial and removal site assessment and site investigation performed by the Contractor). For further information regarding EPA's single assessment approach, refer to EPA's Interim Guidance on the Superfund Accelerated Cleanup Model (SACM), (Shortsheets #9203.1 - 051) dated December 31, 1992, Guidance on conducting Non-Time-Critical Removal Actions Under CERCLA (OSWER Directive 9360.0-32) dated August, 1993, and the fact sheet entitled "Integrating Removal and Remedial Site Assessment Investigations" (OSWER Directive 9345.1-16FS) dated September 1993.

III. GENERAL CONTRACT REQUIREMENTS

For the purpose of this SOW, the words "The Contractor shall" means that the firm will, in accordance with applicable laws, regulations, guidance and policies, furnish fully trained personnel, services, materials, equipment (other than Government furnished equipment), knowledge, and expertise to successfully complete the tasks required under this contract. The Contractor shall ensure that any and all services or products shall be delivered and provided under this contract in compliance with all applicable Federal, state, and local laws, regulations, guidance and policies and any changes to those laws which become effective after the effective date of this contract.

The Contractor shall supply all electronic deliverables using the latest version of computer software which is compatible with EPA software. Current EPA software includes: Wordperfect, Dbase III+, Lotus 123. The EPA will provide the following specialized computer software, for work directed under this SOW: the Removal Contract Management System (RCMS), the Automated Technical Direction Document Generator System (ATGS), PAScore, and PreScore. These software systems require a DOS compatible PC with communication software and a modem. Subsequent versions or new software packages shall be incorporated into the efforts conducted in this SOW. Additionally, the Contractor shall provide data collection, data input, report preparation and tracking support for Emergency Response Notification System (ERNS).

These software packages shall routinely be used to enter, track, or retrieve information and data developed during the implementation of this SOW. The Contractor shall provide contract data in both hard copy and in an electronic format (i.e., via commercial phone line, Electronic Mail System or by floppy disc). Types of data may include tables, figures, graphs and reports.

As outlined in the clause entitled "IDENTIFICATION OF CONTRACTOR PERSONNEL," contractor personnel shall wear a badge identifying themselves as contractor personnel as well as verbally identifying themselves as contractor personnel during the performance of all contract activities.

The Contracting Officer or the Contracting Officer's designee (PO or DPO) shall issue written Technical Direction Documents (TDDs) to serve as the mechanism for initiating and amending services required under this SOW. Direct oversight of individual TDDs will be managed by EPA Work Assignment Managers (WAMs) which may include the EPA Project Officer (PO), Deputy Project Officer (DPO), Remedial Project Manager (RPM), On-Scene Coordinator (OSC), Site Investigation Officer (SIO), Site Assessment Manager (SAM), or other designated EPA personnel.

For each activity listed in this SOW, there is a list of potential tasks which EPA may require the Contractor to perform in support of a TDD. These potential TDD tasks within the SOW do not preclude the EPA from assigning additional tasks of a similar nature to support this SOW.

Depending upon the urgency of the situation, different types of removal actions may be conducted. An emergency situation requires that on-site activities be initiated within hours of the determination that a removal is appropriate. In emergency situations, an EPA OSC may verbally initiate START contractor services, but this must always be followed by a written TDD within five calendar days. Section 300.415(b) of the NCP sets forth the various factors which must be taken into consideration in determining the appropriateness of a removal action at a site.

The Contractor shall comply with all requirements related to the United States Environmental Protection Agency's Locational Data Policy (LDP). The EPA LDP ensures the collection of accurate,

consistently-formatted, and fully-documented locational coordinates for facilities, sites, monitoring points, and observation points regulated or tracked under federal environmental programs within the jurisdiction of the EPA. The LDP establishes principals for collecting and documenting geodetic coordinates defined in terms of latitude and longitude (lat/long). In addition to these locational data, the LDP requires documentation of specific information regarding the method used to measure lat\long coordinates, the accuracy of the measurement, and a description of the place where the lat/longs were taken. In order to effectively implement the LDP policy, the Contractor must collect and document the following information:

- Latitude/Longitude Coordinates

Latitude and longitude coordinates must be provided in accordance with the Federal Interagency Coordinating Committee for Digital Cartography (FICCDC) recommendations. The coordinates must define a point, line or area, according to the most appropriate data type for the entity being represented (i.e., singly or multiple times).

- Methodology Description

The specific method used to determine lat/long coordinates shall be described (i.e., remote sensing techniques, map interpolation, cadastral survey).

- Textual Description

Each item shall also be described in written text to which the lat/long coordinates refer (i.e., north-east corner of the site, entrance to the facility, point of discharge).

- Estimation of Accuracy

Measurements of accuracy related to lat/long coordinates shall be estimated in terms of the most precise units of measurement used.

Accuracy should be 25 meters or better for all new data collected after December 31, 1991 and all existing data by December 31, 1995.

Further guidance related to the LDP policy can be found in EPA Publication 220 B-92-008 (March 1992) entitled, "Locational Data Policy Implementation Guidance: Guide to the Policy" which was developed by the Administration and Resources Management Division (PM-211D).

A. PROGRAM SUPPORT ACTIVITIES

The Contractor shall provide the resources necessary to support contract implementation and program support activities, to plan, monitor, and control all work ordered under this contract. Program Support shall provide the means to carry out specific activities and schedules that are not directly applicable to site specific TDDs. Program Support activities include the following tasks:

1. In accordance with the clause entitled "TECHNICAL DIRECTION DOCUMENTS," the Contractor shall provide an Annual Work Plan for Contracting Officer review and approval.

2. Update, revise and ensure the timely and cost-effective management of the components of the approved START Management Plan (i.e, the Confidential Business Information Plan, the Conflict of Interest Plan, the Quality Management Plan, the generic Quality Assurance Project Plan (that may be used as a model for development of site specific QA project plans), the Equipment Management Plan, the corporate Health and Safety Plan, and the Data/Information Management Plan.)

3. Provide for the availability and management of START team and pool subcontracts. Ensure subcontracts for site specific activities shall be charged to the appropriate TDDs.

4. Conduct financial and technical monitoring, reporting, and invoicing, by funding source for all TDDs (i.e., CERCLA, OPA, CEPP, etc.) as well as overall dollar value, incurrence of costs, and expenditures of funds throughout the duration of the contract in conformance with the reporting requirements contained in ATTACHMENT B.

5. Provide reports on costs and LOE on a site-specific basis. The Contractor shall have the capability of reporting costs at the task level for each TDD in accordance with EPA clause 52.210-70, "REPORTS OF WORK."

6. Establish procedures for the preparation and submission of required reports submitted to EPA. Implement procedures to ensure that all reports prepared and submitted meet the content and format requirements in accordance with the Reporting Requirements established in this contract.

7. Conduct overall supervision and administrative support related to contract performance, including monitoring workload, resource distribution and providing coordination of personnel resources when support is needed to mobilize for a major emergency response action.

8. Provide, maintenance, calibration and management of government furnished and contractor acquired equipment. Any non expendable equipment acquired or leased under this contract requires prior EPA approval.

9. Hold meetings and communications with EPA contracts management staff.

10. Provide for the closeout of the START contract, such as:

    a. Provide contract documents and Management Information System (MIS) data on a retrievable media (i.e., microfiche/microfilm/optical disk). The type of retrievable media and the number of copies shall be defined by TDD.

    b. Return all files and documents which are the property of the government, i.e., TDDs, copies of deliverables, and field notebooks, as defined by TDD.

    c. Transfer all government owned equipment assigned to this contract. The transfer shall include the reporting of condition codes and locations of equipment utilized under this contract, or acquired on behalf of the government, in accordance with EPA Property Procedures.

    d. Calculate and report indirect rate adjustments, as required, in accordance with EPAAR clause 1552.242-70, "INDIRECT COSTS."

e. Provide briefings to appropriate government and/or contractor personnel concerning status of projects not completed.

B. MANAGEMENT PLAN

Program Support activities include the development, implementation or update of the following plans or systems. The Management Plan submitted as part of the proposal will be updated and incorporated into the contract.

1. Confidential Business Information System

The Contractor shall implement a Confidential Business Information (CBI) control system in conformance with the following contract clauses:

(1) EPAAR 1552.235-70--SCREENING BUSINESS INFORMATION FOR CLAIMS OF CONFIDENTIALITY
(2) EPAAR 1552.235-71--TREATMENT OF CONFIDENTIAL BUSINESS INFORMATION
(3) ACCESS TO CONFIDENTIAL BUSINESS INFORMATION

EPA and the Contractor shall identify the cost reporting elements which are deemed CBI under this contract.

The Contractor shall, as directed by EPA, submit copies of all reports, invoices, and deliverables in conformance with the above clauses.

2. Conflict of Interest Plan

The Contractor shall implement its START Conflict of Interest (COI) Plan.

When EPA determines that an emergency situation exists which requires immediate action by the contractor, the Contractor may begin work prior to its notification that to the best of its knowledge a COI does or does not exist, as outlined in "ORGANIZATIONAL CONFLICTS OF INTEREST." However, during the performance of work, if an actual, potential or perceived COI is identified, the Contractor shall, within five (5) working days, make full disclosure in writing to the CO and propose an approach for mitigation. The Contractor shall continue performance of the TDD until notified by the EPA CO of the COI determination.

3. Quality Management Plan

The Contractor shall implement and update its EPA approved Quality Management Plan in accordance with "EPA Requirements for Quality Management Plans" (EPA QA/R-2) dated July 1992 (See ATTACHMENT A-1). This plan will provide both an auditing and a corrective action function.

EPA will periodically perform quality assurance (QA) program system audits during the life of this contract. The Contractor shall resolve any deficiencies which are identified by EPA through the implementation of a written corrective action plan within 30 calendar days.

4. Quality Assurance Project Plan

The Contractor shall implement its environmental measurements quality assurance and quality control program, based on its EPA-approved generic Quality Assurance Project Plan (QAPP), to ensure that all environmental monitoring data meet applicable data quality objectives. Any updates to the plan will require prior approval by EPA. A QAPP will be developed for analytical services, and sampling or data collection activity under the SOW to ensure that the most recent QA and QC requirements are met for the data which is to be collected. EPA reserves the right to approve site specific QAPPs as deemed necessary by the Agency.

Quality Assurance/Quality Control (QA/QC) guidance for removal activities shall be in conformance with OSWER Directive #9360.4-01, Interim Final - April 1990, and the Guidance for Data Useability in Site Assessment OSWER Directive 9345.05. Further guidance can be found in Regional Guidance documents and "EPA Requirements for Quality Assurance Project Plans for Environmental Data Operations" (EPA QA/R-5) dated Spring 1993 (See ATTACHMENT A-2).

The Contractor shall be required to revise it's QAPP in accordance with any new guidance provided by EPA.

The Contractor shall follow chain of custody procedures as directed by National guidance and as further defined in Regional guidance. This may include the completion of a Regional QA Office Sample Shipment/Tracking Record Form for all sample analyses. All analytical methods used for analysis done by fixed laboratories must be consistent with EPA methods and analytical protocols, where appropriate.

A Field Sampling Plan (FSP) for emergency response and removal activities shall be written in accordance with the most recent EPA guidance, as provided by the Agency. Plans must be reviewed and approved by EPA in advance of activities, except as specified by Regional emergency response/time critical removal policies.

5. Health and Safety Program Plan

The Contractor shall implement and manage a Health and Safety Program Plan in compliance with all requirements of EPA and the Occupational Safety and Health Administration (OSHA) (29 CFR 1910.120/121) for activities at hazardous waste sites and other health and safety requirements as appropriate, in accordance with the Health and Safety clause of this contract.

6. Data Information Management Plan

The Contractor shall implement an EPA approved Data Information Management Plan (DIMP). The DIMP shall include management of the following: EPA data/information requests, analytical data, physical information, maps, photographs, reports, and other technical records and deliverables which are related to specific sites, facilities and/or release investigations performed under this contract.

When the EPA PO has approved the contractor's DIMP, efforts performed by the Contractor to support data and information management shall be tracked via the information management TDD.

7. Equipment Management Plan

The Contractor shall implement its EPA approved utilization, maintenance and management plan for Government furnished and Contractor acquired equipment to be utilized under the START contract.

The Contractor shall monitor and report to EPA Government Furnished Equipment (GFE) utilization rates, condition codes of equipment, location of equipment, and provide maintenance schedule updates.

EPA will provide the Contractor with the GFE listed in ATTACHMENT F within 30 calendar days after contract award. Any non expendable equipment obtained or leased under this contract requires prior EPA CO approval.

The government may provide equipment to the Contractor, or in some cases it may be advantageous to the Government to authorize the Contractor to acquire equipment to be used at more than one site under this contract. The determination of need, solicitation, procurement, and receipt of non-site specific equipment shall be conducted under this activity. The Contractor shall purchase the EPA authorized equipment in accordance with its approved purchasing systems and all applicable regulations.

The Contractor shall acquire and manage equipment in accordance with EPA guidance including the following:

- EPA Personal Property Management Policy Manual, February, 1990.
- EPA Contract Property Administration Requirements, January 26, 1994.
- EPA Administrative Procedures Office of Information Resources Management ADP Approvals, October, 1989.

The Contractor shall be required to revise its Equipment Management Plan in accordance with any new guidance provided by EPA.

During contract performance, activities shall include:

- Establishing a property record for the equipment and adding the equipment to the utilization reporting system for government furnished equipment.
- Tracking equipment and preparing status reports on equipment.

C. CONTRACT START-UP

The START contractor will be issued an initial TDD under this contract for contract start-up. Contract start-up includes all activities specified in their mobilization plan in order to implement and manage all technical and program support activities identified in this SOW.

At the end of sixty calendar days (60), the Contractor shall have completed and delivered, except where so noted, the following products and/or services:

1. Provide staff (in accordance with the mobilization plan) required to perform these tasks and establish an administrative process to track all costs and LOE by TDD.

2. Designate and staff regional START office(s).

3. Provide for the presence of one (1) on-site program manager within one day of contract award. The on-site program manager is considered a key personnel position (as defined by EPAAR 1552.237-72) under this contract.

4. Implement accounting and cost control procedures required to provide standardized invoice and progress reports. The accounting system shall include the appropriate labor classifications defined under the contract and shall be continuously updated.

5. Establish a point of contact for the Contract Laboratory Program (CLP) for Routine Analytical Services (RAS). Implement requirements for tracking CLP and non-CLP data in accordance with regional requirements, and for tracking non-CLP data in accordance with OSWER Directives 9240.0-02A (Further Guidance on OSWER Directive 9240.02, November 20, 1990), 9240.0-2B (Supplemental Guidance on OSWER Directive 9240.0-02A, July 6, 1992), and subsequent directives regarding the tracking of non-CLP analytical data.

6. If applicable, award team and pool subcontracts in accordance with FAR 52.244-2.

7. Review EPA excess property list and identify transfers within fifteen (15) calendar days of receipt of the excess property list from the EPA.

8. Receiving, inspecting, and ensuring working order of EPA excess equipment, including the mobile laboratory within thirty (30) calendar days of receipt.

9. Identifying specific equipment that will be utilized at multiple sites under this contract subject to EPA review and approval.

D. REPORTING REQUIREMENTS

The Contractor shall provide deliverables in accordance with Section F of the contract entitled "Deliveries or Performance."

The Contractor shall track and report costs, LOE and schedule information for each TDD issued under this SOW. Further, the Contractor shall report the progress and site-specific costs and LOE to the EPA. The cost tracking format must be such that both direct and indirect total costs associated with each TDD are reported to EPA in accordance with the reporting requirements section of this Contract. The Contractor shall be capable of reporting TDD costs at the task level as specified by EPA.

IV. TECHNICAL REQUIREMENTS

The following section of the START SOW presents the primary technical activities that EPA expects the Contractor to perform through separate TDDs or as amendments to TDDs.
The scope of the technical requirements of this SOW is intended to integrate site assessment functions to allow for continuous assessment of high priority sites until adequate data is collected to screen these sites or support any response action(s) which may be required.

In completing assignments under this SOW, the Contractor shall be cognizant of the requirements of all of the various Federal or State Applicable or Relevant and Appropriate Requirements (ARARs). The Contractor shall conduct activities under this contract in such a manner as to avoid conflict between program guidance and duplication of effort in the collection of information on each site, facility or response for EPA. The Contractor shall abide by EPA's guidelines governing inherently governmental functions, in accordance with the contract clause entitled "Notice Regarding Prohibited Contractor Activities on Environmental Protection Agency (EPA) Contracts."

A. CERCLA SITE ASSESSMENT ACTIVITIES

CERCLA assessment activities include site, facility or release assessment and/or investigation; site evaluation for potential removal activities and/or evaluation for potential listing on the National Priorities List (NPL); collection, analysis and evaluation of environmental and waste samples; and other activities required to support EPA's CERCLA site assessment program. Assessment activities covered by this section may be performed at privately owned sites or Federal Facilities.

The approach for technical activities or tasks required to support CERCLA assessment activities may be modified by EPA to utilize innovative methods to expedite the overall assessment and clean-up of contaminated sites, facilities or releases. Recently, this effort to accelerate the Superfund program has involved initiatives under the Superfund Accelerated Clean-up Model (SACM) as detailed in EPA Publication 9203.1.01 (April 7, 1992), OSWER Directive 9203.1-03A (October 26, 1992), EPA Publication 9203.1-021 [The Superfund Accelerated Cleanup Model (SACM)] (November 1992), EPA Publication 9203.1-051, Volume 1, Numbers 1-5 (December 1992), and future guidance as it becomes available. EPA may continue to re-evaluate the Superfund process either through further development of SACM or other program initiatives.

The activities listed for CERCLA site assessment in the following sections reflect the process currently used by Superfund and will generally involve tasks shown in the list below. The Contractor shall preform the following tasks as required by TDDs:

a. Obtain and review existing site, facility and/or release data provided by EPA.

b. Obtain and review files of waste generator(s)/site owner(s)/site operator(s) and other documents relating to past operator(s), (i.e., deeds, court transcripts).

c. Obtain and review files of state and local authorities, other Federal agencies, and interested parties.

d. Interview site owner(s)/operator(s), state/local officials, residents, and other interested parties. (See clause entitled "IDENTIFICATION OF CONTRACTOR PERSONNEL")

e. Provide EPA with a written record of preliminary potentially responsible party (PRP) identification efforts.

f. Conduct off-site visual observation of the site.

g. Obtain site access documentation.

h. Conduct a site visit.

i. Document site conditions with written and visual documentation i.e., 35mm camera and/or VCR or 8 mm video camcorder, sketches, or logbook description.

j. Based upon assessment activities, the contractor shall make recommendations and provide options to EPA as to, whether an immediate threat to public health or the environment exists, the potential need for a removal action, further investigation, no further action, state referral, referral to other Federal Agencies or EPA programs, facility actions, or other actions which may be suggested. EPA will review these recommendations and make the final determinations regarding the appropriate courses of action.

k. Determine site characteristics (populations, sensitive environments, site usage, hydrogeological and meteorological conditions, and other pertinent site conditions) as defined by TDD.

l. Determine pollutant dispersal pathways.

m. Determine extent of contamination (soil, water, air, and-or groundwater, sediments and lagoon sludge).

n. Develop a health & safety plan for field activities.

o. Develop site sampling & QA plan for field activities.

p. Conduct sampling activities (on-site and/or off-site).

q. Schedule/provide for analytical support such as, CLP, non-CLP, field screening, mobil laboratories and corporate laboratory support, etc.

r. Follow-up with sampling coordinator to assure sampling/analysis schedule is met.

s. Identify and address existing data gaps required to meet study objectives provided by EPA.

t. Install monitoring wells and/or piezometer.

u. Perform air monitoring.

v. Perform analytical data validation i.e. run error analysis, determine percent confidence or determine data accuracy.

w. Conduct geophysical surveys/investigations.

x. Generate preliminary HRS score.

y. Assess risks associated with a site.

z. Dispose of investigation derived wastes, per applicable EPA guidance (Managing Investigation Derived Wastes for Site Inspections). See OSWER Directive 9345.3-02.

aa. Support community outreach and public participation efforts by providing site and situation specific information to EPA in electronic and print media. Compiling such information could involve coordination with the public, site owner/operators, and other interested parties as defined in the TDD. (See clause entitled "IDENTIFICATION OF CONTRACTOR PERSONNEL")

bb. Provide cost information for response alternatives.

cc. Provide site security services.

1. Preliminary Assessments

The Contractor shall perform Preliminary Assessments (PA) in conformance with the National Contingency Plan (NCP) (40 CFR Part 300, March 1990) for removal assessments (40 CFR Part 300.410), remedial assessments (40 CFR Part 300.420) and "Integrating Removal and Remedial Site Assessment Investigations" (OSWER Short Sheet 9345.16FS, September 1993). Additional guidance can be found in OSWER Directive 9345.0-01A, "Guidance for Performing Preliminary Assessments Under CERCLA" dated September 1991, OSWER Directive 9360.0-03B, "Superfund Removal Procedures" dated February 1988, and region specific requirements. Draft reports and estimated HRS scores prepared by the Contractor are subject to detailed review and approval by EPA.

A PA focuses on determining/verifying whether a site is eligible for a response action under CERCLA and the need for either immediate and/or long-term response actions; reviewing past and present facility waste handling practices and permit history; documenting the presence, quantity, type, or absence of uncontained or uncontrolled hazardous substances on site; and releases to the environment; identifying pollution dispersal pathways; determining pathway-specific receptors and surrounding population density; and locating other environmentally sensitive receptors (e.g., wetlands and endangered species).

2. Site Inspections

The Contractor shall perform the SI in conformance with current guidance in EPA/540-R-92-021, "Guidance for Performing Site Inspections Under CERCLA" dated September 1992, Region specific requirements, and/or updated site inspection guidance as it becomes available. Draft reports prepared by the Contractor are subject to detailed review and approval by the EPA.

The SI incorporates and builds upon the objectives of a PA, and may require the collection of samples or the evaluation of existing analytical data to evaluate site conditions.

3. Site Inspection Prioritization

The Site Inspection Prioritization (SIP) is intended to update sites where SIs have been performed prior to the implementation of the revised Hazard Ranking System (HRS) or in response to new information on previously assessed sites. The Contractor shall perform the SIP in conformance with current EPA applicable guidance. The Contractor shall:

a. Quantify the threats posed by sites where an SI has been completed but final decisions have not been made as to whether the site requires further action. SIPs can also be initiated in response to new site information that could cause EPA to reevaluate previous site decisions.

b. Confirm, update or collect site characteristics and area receptor information that was collected during the previous PA and SI.

c. Document the presence/absence of uncontained or uncontrolled hazardous substances on the site and releases to the environment from the previous SI or collect confirmatory sampling data in appropriate locations to allow decisions to be made by EPA regarding the site's NPL eligibility as determined by HRS.

d. Identify if a potential emergency situation exists that may require an immediate response.

e. Pursuant to EPA direction, develop a preliminary HRS score. EPA will review all HRS scores and make all final determinations regarding said scores.

f. Report the findings of the SIP to EPA.

4. **Expanded Site Inspections/Remedial Investigations**

The Expanded Site Inspection (ESI) is intended to serve a twofold purpose: first the ESI may be performed to provide additional information required to support preparation of an HRS package for NPL listing (which may require scoring of the site); or second, the ESI may be performed to further characterize and define a site for a potential response action i.e., to begin a Remedial Investigation (RI). EPA may opt to conduct an RI that will also accomplish ESI activities for sites that are accelerated by EPA. These RI planning and sampling activities as well as risk assessment fall within the scope of CERCLA assessment activities and tasks within the SOW. At some point, EPA will require the Contractor to handoff an RI project to a Remedial Action Contractor (RAC). This handoff point can occur in between sampling phases for a phased RI, or at the latest, the stage where a feasibility study begins.

The Contractor shall perform the ESI in conformance with applicable current EPA guidance. The Contractor shall:

a. Review background information to determine data gaps.

b. Perform project planning activities in order to implement ESI/RI, this includes: developing draft and final versions of a site specific work plan, field operations plan, health and safety plan and/or quality assurance plan; attending a scoping meeting with EPA and/or other interested parties; and performing a site visit.

c. Conduct sampling activities (i.e., sampling of soil, debris, waste, surface water, groundwater, sediments, sampling; installing monitoring wells and air monitoring) and/or geophysical surveys.

d. Perform data analysis, validation and interpretation

e. Characterize potential human health and/or environmental risks associated with the site

f. Develop an ESI report.

g. Incorporate comments on draft reports and present report findings to EPA.

h. Develop HRS score as directed by EPA. The HRS score recommended by the Contractor is subject to review and approval by EPA.

i. Support EPA community outreach and public participation efforts with the electronic and print media, the public, site owner/operators, and other interested parties as defined by TDD. (See clause entitled "IDENTIFICATION OF CONTRACTOR PERSONNEL")

5. Hazard Ranking System/National Priorities List Packages

The Contractor shall prepare full Hazard Ranking System (HRS) documentation packages for review and approval by EPA, in accordance with EPA's HRS regulations contained in 40 CFR Part 300, Final Rule, (December 14, 1990). The HRS is further defined in EPA OSWER Directive 9345.1-07 (November 1992) "The Hazard Ranking System Guidance Manual".

a. The Contractor will meet with EPA to discuss the EPA's scoring strategies for HRS scoring.

b. The Contractor shall prepare a draft HRS Package according to EPA guidance (including Site Summary, HRS Score Sheets, Documentation Record, Figures, Maps, and References). The Contractor shall discuss the development of the HRS Package with the EPA Regional HRS/NPL coordinator.

c. It may be necessary for the Contractor to collect additional sampling data to adequately develop the HRS package.

d. Upon receipt of EPA's comments the Contractor shall revise and submit a formal HRS Package.

B. RESPONSE ACTIVITIES

The Contractor shall provide technical support, as defined by TDD, in support of EPA during response actions. Support shall be consistent with the National Oil and Hazardous Substances Pollution Contingency Plan (NCP).

1. Emergency Response

The Contractor shall maintain 24-hour, seven-day-a-week response capabilities to provide EPA with access to technical support services at all times and to facilitate spill notification to EPA. The Contractor shall maintain 24-hour, seven-day-a-week telephone access for response activation. Response times will be defined in TDDs.

2. Removal Support (Funded CERCLA 104(b))/On-Scene Monitoring/Release Investigation

During a Federally funded removal action, the Contractor shall provide technical support for EPA efforts. EPA will review contractor recommendations and make the final decisions, determinations and judgments. The following support shall be provided by the Contractor, as defined by TDD:

a. Collecting, analyzing, and/or validating analytical samples.

b. Providing QA/QC support.

c. Providing for laboratory analysis other than Routine Analytical Services which will be coordinated through the Contract Laboratory Program (CLP).

d. Providing data to identify the existence and extent of a release, the source and nature of the hazardous substance, and the extent of danger to the public.

e. Review facility process procedures.

f. Identifying personal safety requirements and providing health and safety support.

g. Evaluating disposal options.

h. Provide technical support to EPA in overseeing cleanup actions by collecting information and making recommendations to EPA regarding cleanup activities.

i. Performing financial monitoring of site cleanup costs (which involves tracking all removal action site costs, including cleanup contractor services, on a daily basis through the use of the Removal Cost Management System (RCMS).

j. Assessing the feasibility and effectiveness of containment, on-site treatment and removal options (which involve the evaluation of treatment methodologies and impacts on RCRA Land Disposal Restrictions and other ARARs).

k. Conducting extent of contamination surveys.

l. Obtaining special clearances (i.e. for overweight vehicles, etc.)

m. Obtaining applicable Federal, state or local permits or manifests. (See clause entitled "IDENTIFICATION OF CONTRACTOR PERSONNEL")

n. Performing surveillance activities using a variety of vehicles, communication equipment and audio-visual equipment.

o. Conducting technical reviews of site related files.

p. Provide administrative and technical support to EPA in the preparation of site reports (i.e. Pollution Reports) and other technical site related documents.

q. Providing expert testimony in accordance with the clause entitled "EXPERT TESTIMONY."

r. Providing analytical services; however, CLP should be utilized for Routine Analytical Services.

s. Providing technical support and options for EPA in the developing and implementation of transportation and disposal plans and waste profiles.

t. Perform site assessment as defined in the START SOW.

u. Providing site security and/or guard service.

All monitoring data generated during the performance of the removal support TDD shall be analyzed and interpreted on an emergency, quick turnaround basis with recommendations for immediate action presented to EPA. All removal support work shall take into account appropriate Federal, state and local regulations regarding, in particular, the collection, storage, and transportation of hazardous substances. As requested, reports (i.e. treatability studies, EE/CAs), shall be presented to appropriate officials, in writing, recommending response options.

3. Removal Support (PRPs)

During the performance of a PRP funded removal action, the Contractor shall support EPA enforcement efforts as defined in Section 2 above. EPA will review contractor recommendations and make the final decisions, determinations and judgments.

4. Oil Spill Response

The Contractor shall support EPA in responding to the release or threat of release of oil or petroleum products by providing the following support:

a. Responding to and investigating oil spill releases including sampling, analysis and validation of data collected during these efforts.

b. Providing on-site information gathering for EPA.

c. Providing technical support to EPA, state and local governments, and overseeing spill responses undertaken by potentially responsible parties.

d. Preparing written reports documenting spill and response activities including photographic film and video documentation.

e. Supporting EPA with enforcement related activities as described in Part IV. TECHNICAL REQUIREMENTS, Section D. TECHNICAL SUPPORT ACTIVITIES, Item 15. Enforcement Activities, of this SOW.

f. Providing expert testimony during court actions in accordance with the clause entitled "EXPERT TESTIMONY."

g. Reviewing Spill Prevention Controls and Countermeasure (SPCC) Inspections and Facility Response Plans and providing comments to EPA.

h. Provide technical and administrative support to EPA for planning and participating in scheduled and unscheduled drills and simulations at oil storage facilities.

5. Engineering Evaluations and Cost Analyses

Engineering Evaluations and Costs Analyses (EE/CAs) are required for non-time critical removal actions. The purpose of the EE/CA is to allow for public participation in the removal decision process when time allows, and to give consideration to alternatives to land disposal. The goals of an EE/CA are to identify the objectives of the removal action and to analyze various alternatives that may be used to satisfy these objectives for cost

effectiveness and implementability. The EE/CA is performed after EPA issues the EE/CA Approval Memorandum. Tasks that the Contractor shall be required to perform include the following:

a. Provide technical and administrative support to EPA in the preparation of a draft EE/CA approval memorandum. All final EE/CA approval memoranda will be prepared by EPA.

b. Provide technical and administrative support to EPA in preparing a draft EE/CA report which shall include the following sections: site characterization, identification of removal action objectives, identification of ARARs, identification and initial screening of removal action alternatives, analysis of removal action alternatives, comparative analysis and selection of the removal action. While the Contractor will analyze the alternative removal actions, final decisions, determinations and judgements will be made by EPA.

c. Provide technical and administrative support to EPA for the preparation of a summary of the responses by interested parties.

6. Regional Response Center Support

The Contractor shall support the Regional Response Center (RRC) and Emergency Response Notification System (ERNS). This shall include collecting appropriate technical information, gathering follow-up information on incident notifications, and providing information on significant events for any system used to inform local authorities.

7. Minor Containment

The Contractor shall perform minor containment or stabilization efforts at the direction of the EPA OSC, through technical instructions, not to exceed a total of 40 hours per TDD. Such effort might include: deploying sorbent booms in waterbodies, building small dams to interrupt the flow of contaminants, and emergency pumping. The minor containment effort must be done as a result of the EPA's CERCLA 104(b) activities (pre-removal and investigatory activities) or NCP 300.305 (Phase II activities) for Oil Spill response.

8. Site Documentation

The Contractor shall provide technical and administrative support to EPA in the preparation of draft OSC "after-action" or pollution reports whenever the Contractor has participated in a response to an emergency in conformance with OSWER Directive 9360.3-01-Superfund Removal Procedures. The primary emphasis of such reports shall be to provide documentation of the response, which would be used as a basis for technology transfer and response lessons learned. The Contractor shall base the "after-action" or pollution reports upon daily logs or notes taken by contractor personnel or notes or other documentation compiled by the EPA OSC or members of his/her staff.

In support of the Administrative Record for removals the Contractor shall provide, within the response time specified in each TDD, the technical and administrative services, equipment and materials to support EPA in its response documentation needs.

C. PREPAREDNESS AND PREVENTION ACTIVITIES

The Contractor shall provide technical support to EPA in the preparedness and prevention programs.

Preparedness and prevention activities generally involve non-transportation related facilities that produce, store, process, refine, handle, transfer, distribute, or consume oil or hazardous substances. Initially the majority of preparedness and prevention efforts will be directed toward facilities handling oil, consistent with the EPA Oil Pollution Prevention regulation (40 CFR Part 112). Following final promulgation and implementation of the Hazardous Substances Prevention Regulation, (43 FR 39276), the specific effort in this area will also be oriented toward facilities handling designated hazardous substances.

1. Chemical Emergency Preparedness and Prevention

The Contractor shall provide technical support to EPA in implementing Chemical Emergency and Preparedness Prevention (CEPP) activities as defined by the following tasks:

a. Provide training, as authorized by the Emergency Preparedness Community Right-to-Know Act (EPCRA), for Federal, state and local response personnel, exercises, earthquake planning and preparedness, and all prevention activities. (See clause entitled "IDENTIFICATION OF CONTRACTOR PERSONNEL")

b. Provide technical support/review in support of EPA activities related to Federal Response Plans.

2. Contingency Plans

The Contractor shall provide the following technical support to EPA in the review and analysis of Regional, Federal, state and local response contingency plans:

a. Provide technical support to EPA in revising, updating, and/or rewriting the Regional Contingency Plan (RCP) and the development of contingency plan exercises.

b. Provide technical support to EPA in developing area contingency plans and/or revising state/local contingency plans. This work shall be performed in support of Superfund or the Oil Program. Any final contingency plans that are developed and/or revised shall be prepared by EPA.

3. Chemical Safety Audits

The Contractor shall provide technical support to the EPA Regional Chemical Emergency Preparedness and Prevention (CEPP) Office in implementing the CEPP Program by conducting the following tasks:

a. Perform chemical safety audits, and compile information and report findings to EPA.

b. Provide technical support to EPA in ensuring the enforcement of the Emergency Planning and Community Right to Know Act (EPCRA).

c. Provide technical support to EPA for preparedness planning for local, regional, national, and on an international scale.

d. Provide the necessary safety and monitoring equipment to ensure safe site visits in conjunction with audits and other activities.

e. Provide technical support to Regional Response Team in developing and implementing their preparedness work program.

4. **Spill Prevention Controls and Countermeasure Inspections**

The Contractor shall provide technical support to the EPA for Spill Prevention Control and Countermeasure (SPCC) Inspections (See clause entitled "IDENTIFICATION OF CONTRACTOR PERSONNEL") by providing the following support:

a. Conduct a desk review of the SPCC plan, on-site facility surveys and inspections to ascertain compliance with the EPA Oil Pollution Prevention Regulation (40 CFR Part 112) and, when promulgated, the Hazardous Substances Prevention Regulation (43 FR 39276). Such inspections may be preplanned, or instituted upon discovery of a potential violation. The inspection shall include a review and evaluation of the facility's Plan.

b. Prepare a report covering each facility inspection/survey performed, using the format and documentation procedure prescribed and provided by EPA. The Contractor shall also complete data forms as defined by TDD.

c. Provide technical support to EPA for the preparation of a Notice of Violation for violations detected during a facility inspection.

d. Provide testimony regarding inspection findings during SPCC pre-hearing conferences, during SPCC hearings, and during court actions.

e. Document cases and provide testimony during hearings and court proceedings for both spill prevention and oil or hazardous substances release violations.

f. Conduct amendment inspections when a facility is required to submit its SPCC Plan to EPA for review because of continuing pollution problems (see 40 CFR Part 112 and 43 FR 39276) and prepare a report which includes recommendations for amending the SPCC Plan to prevent further discharges. EPA will review and make final decisions regarding those recommendations.

5. **Oil Program Initiatives**

The Contractor shall provide technical support to EPA for community/industry outreach activities associated with the Oil Pollution Act as directed by EPA. (See clause entitled "IDENTIFICATION OF CONTRACTOR PERSONNEL") Tasks that the Contractor shall be required to perform include the following:

a. Screening facilities for planning and compliance with the Oil Pollution Act. This shall include providing technical support to EPA in the determination of a facility's designation as substantial harm or a "significant or substantial harm facility".

b. Provide technical support to EPA in conducting seminars or giving presentations to the public and to industry representatives regarding the impact of the Oil Pollution Act and related subjects.

c. Reviewing facility response plans and SPCC plans to verify that all of the response plan elements have been addressed. This review shall verify: if the plan is in accordance with the NCP; if the plan identifies a qualified individual having full authority to implement removal actions; if the plan identifies and ensures the availability of resources to remove to the maximum extent practicable a worst case discharge; if the plan describes training, unannounced drills; and response actions of persons at the facility; if the plan has been updated; and if the plan has been resubmitted for each significant change.

d. Provide technical support to EPA in planning and participating in unannounced drills and simulations at oil storage facilities.

e. Provide subject matter expertise to EPA for the development of data bases to facilitate response plan review and outreach programs.

D. TECHNICAL SUPPORT ACTIVITIES

Technical support activities are tasks which may be issued under TDDs for program support activities, CERCLA site assessment activities, response activities, and/or preparedness and prevention activities. TDDs shall be issued or existing TDDs shall be amended outlining the technical support activity task(s) required.

1. Analytical Services

The Contractor shall provide for analytical services. These services involve the analysis of environmental media and source samples in which the Contractor may utilize a variety of analytical support mechanisms that include field equipment, mobile facilities and fixed laboratories.

a. Project Planning and Support:

These activities support the mechanisms by which the Contractor provides analytical services and include:

- Sample Management including chain-of custody procedures (i.e., the scheduling and tracking of samples sent for analysis), sample retention and storage.
- Input data into EPA databases set up for tracking analytical services.
- Take proper precautions to manage conflict of interest (COI) concerns for analytical laboratories; such precautions may include withholding sample source and location information from laboratories, or avoiding situations where lab analyses samples are known to be from the same site for both EPA and a potentially responsible party (PRP).
- Assure laboratory capability by reviewing qualifications of a laboratory for the given analytical requirements.
- Document that all analytical services comply with applicable QAPPs and SOPs.
- Provide a laboratory quality assurance program as a supplement to the QAPP. The program will be approved by EPA and shall provide oversight through Performance Evaluation Samples and/or on-site

audits of operations and have a system of corrective actions to be used in cases where performance does not meet the standards of the program.

- The Source from which the analytical services will be obtained (Inhouse or subcontracted) shall be approved by EPA.

The Contractor will use analytical methods which provide data of known and documented quality. Data Quality Objectives (DQOs), as specified in a QAPP, will largely provide criteria to determine the success or failure of an analytical service.

b. Sample Analysis:

When required by TDD, the Contractor shall use analytical services provided by EPA (i.e., the current or successor Contract Lab Program (CLP), a Regional analytical services program, the Environmental Services Division (ESD) within the Region, or the Environmental Response Team (ERT) laboratory). Otherwise, the Contractor shall furnish personnel, services, materials and equipment required to provide analytical services.

Typical activities which the Contractor will perform include:

- Obtain analytical services in compliance with EPA requirements. In part, these requirements will include a capability for samples requiring rapid turnaround analytical support. Typical rapid turnaround could vary from 24 hours to 14 days. EPA will specify other requirements in the course of reviewing generic and site specific QAPPs as well as other management plans.

- When using the CLP (or successor program), coordinate with EPA Sample Management Office (SMO) and the Regional Sample Control Coordinator (RSCC).

- As necessary, coordinate with the ESD on issues relating to analytical data validation and quality assurance.

- Document the inspection of products delivered by subcontractors.

c. Data Validation:

This task provides for the validation process by which the quality, usability and defensibility of the data and the chain of custody are verified. The Contractor is to perform data validation in accordance with the "National and Regional Functional Guidelines for Data Review" or Regional data validation procedures. The Agency validates analytical data either through a manual process or by the computerized data validation software packages, CADRE (Computer Aided Data Review and Evaluation) and e-DATA (Electronic Data). EPA may provide the Contractor with data validation software to be used to perform data review. When EPA determines that validation software should be used, EPA will specify which software system to use. These software systems require a DOS compatible PC.

d. Data Evaluation:

This task includes work efforts related to the compilation of analytical data. The analytical data is to be entered into a Regional or national computer system data base as specified by EPA. Typical activities that the Contractor will be tasked to perform include:

- Data reduction, tabulation and submission to EPA in a format as specified by TDD.
- Data evaluation and submission of technical memoranda.
- Addressing differing analytical results when samples are split between the government and private parties.

e. Characterization and Disposal of Wastes:

This task includes work efforts to characterize and dispose of wastes remaining after sample analysis. The Contractor is required to dispose of wastes in accordance with local, state, and Federal regulations.

2. Training

The Contractor may be required to support EPA in training Federal, state and local personnel or other individuals as deemed appropriate (see clause entitled "IDENTIFICATION OF CONTRACTOR PERSONNEL"). Training will cover the multi-media activities described in this SOW. Such training shall include classroom training, exercises, field training, and response practice drills and simulations. The Contractor shall be responsible for supporting EPA with preparing schedules and conducting training sessions. The EPA CO will approve and issue all training TDDs. Under no circumstances will the Contractor direct charge training for its own or subcontractor personnel to the EPA without prior written approval from the EPA CO. The training as defined by TDD may include the following:

a. Use of personal safety equipment including chemical protective clothing.
b. Use of portable field monitoring equipment.
c. Identification and evaluation of disposal options.
d. Implementation of oil and hazardous substances contingency plans
e. Shore line countermeasures.
f. Emergency and notification procedures.
g. Assessing environmental and health hazards.
h. Use of technical support data systems.
i. Hazardous waste site entry procedures.
j. Decontamination procedures.
k. Methods or techniques to track all site costs of cleanup contractor services on a daily basis.
l. Response scenario simulations.
m. Quality assurance management.
n. CEPP training.
o. RRTs interagency coordination.
p. Sampling techniques and chain-of-custody procedures.
q. Health and safety training for response actions.
r. HRS scoring and package preparation.
s. Standard operating procedures for conducting CERCLA site assessment activities.
t. First responders procedures.
u. Multi-media surveys and inspections.
v. OPA-Outreach training.
w. Field hazard categorization.

3. General Technical Support

The Contractor shall be required to provide general technical support to EPA as it relates to the statement of work activities. This support includes the gathering and analysis of technical information and related data and the preparation of draft technical reports and related materials on oil and hazardous substance investigation and assessment cleanup, disposal technologies, process activities, operations, problems, and trends. All final decisions, determinations or judgments regarding on-site facility surveys and inspections will be made by EPA.

The Contractor shall be required to provide information and options which will enable EPA to draft specifications for EPA program activities. The specifications which EPA then drafts are used in connection with the provision of technical support and cleanup support by other EPA contractors. The START contractor shall provide information for EPA review and approval by the date specified on the TDD. EPA will make the final determination of the acceptability of the information the Contractor submits. Examples of technical specifications include the following areas: Data for developing site safety plans for response personnel and the public; information on local contingency planning; methods of hazard mitigation; containment; countermeasures; on-site treatment systems; removal and disposal options; or personnel and equipment requirements.

4. Multi-Media Surveys and Inspections

The Contractor shall conduct on-site facility surveys and inspections at sites, facilities or releases (see clause entitled "IDENTIFICATION OF CONTRACTOR PERSONNEL"). These facilities commonly involve sites that manage, treat, store or dispose hazardous waste contaminants or pollutants. These inspections shall be conducted to ascertain compliance with applicable or relevant and appropriate Federal and state requirements related to environmental statutes. All final decisions, determinations or judgments regarding on-site facility surveys and inspections will be made by EPA. The Contractor shall also be required to support EPA in compiling multi-media checklists to be used at sites, facilities and/or releases. During the performance of multi-media surveys and inspection the contractor may have access to CBI. The Contractor shall treat all CBI in accordance with the CBI clauses in the contract.

5. Treatability Studies

The Contractor shall provide for laboratory, bench and/or pilot scale treatability studies. The purpose of treatability studies is to provide waste treatment and site specific response data to support the feasibility and use of technologies at a site, facility, and/or release. Treatability studies include:

a. Performing literature surveys including the use of the Alternative Treatment Technology Information Center (ATTIC), the Superfund Innovative Technology Evaluation (SITE) Program, and the Record of Decision Systems (RODS) database, and the Risk Reduction Engineering Laboratory (RREL) Treatability Database, access to be provided by EPA, if necessary.

b. Preparing project planning documents including: a work plan, field operations plan, health and safety plan, and/or quality assurance project plan specifically for treatability study efforts.

c. Perform laboratory, bench, and/or pilot-scale testing of established, emerging and/or innovative technologies.

d. Evaluate the effectiveness and compliance of the tested or proposed technologies with Federal and state requirements. EPA will review all evaluations and make any and all decisions or determinations regarding the proposed technologies.

e. Report the findings of the studies to EPA.

f. The Contractor shall oversee and review treatability studies being performed by PRPs.

6. Continuous Releases

The Contractor shall provide technical support to EPA, using EPA supplied software programs to evaluate and document continuous releases and using computer generated results to develop organized summary reports of facilities evaluated. This support shall include:

a. Reviewing facility reports describing continuous release situations.

b. Performing inspections of specified facilities to verify accuracy of continuous release reports. Submit a report of such inspections to the EPA.

7. Public Participation Support

The Contractor shall provide technical and administrative support for the development and implementation of public participation support plans and for the coordination of public participation (See clause entitled "IDENTIFICATION OF CONTRACTOR PERSONNEL") during Section 113(k)(2) CERCLA site assessment activities, response activities, preparedness and prevention activities. For public participation activities during removal actions, the Contractor shall refer to "Public Participation Guidance for On-Scene Coordinators: Community Relations and the Administrative Record", OSWER Directive 9360-05, June 1992.

The requirements for community relations in Section 117 of SARA, the NCP and Community Relations in Superfund: A Handbook, January 1992 must be followed in the planning and implementation of community relations.

The Contractor shall provide technical support to EPA in the development, planning and implementation of community relations activities. The objectives of this effort are to achieve community understanding of the actions taken by the Agency, to establish mechanisms so the Agency has early and continuous opportunities to obtain community input and to seek comment on alternative or recommended remedies.

The Contractor shall provide technical support as follows:

a. Conducting community interviews to develop an understanding of local concerns and desired involvement as part of the development of the Community Relations Plan.

b. Preparing a community relations plan in accordance with Community Relations in Superfund: A Handbook, January 1992.

c. Providing data management for tracking community relations activities, including milestones in community relations plans.

d. Establishing and updating information repositories at, or near the facility.

e. Preparing general or site specific fact sheets.

f. Planning and conducting public meetings and technical discussions involving PRPs and the public; this support will include the provision of audio-visual aids and reports as required by EPA.

g. Planning and conducting public briefings, conferences, workshops, community conferences, and training workshops.

h. Writing and/or placing newspaper notices regarding the availability of site-related documents and public meetings.

i. Recording/transcript services for public meetings or for the administrative record.

j. Preparing studies and reports evaluating the effectiveness of community relations efforts and other topics of general interest, such as how incineration is perceived, and how to improve on communication regarding alternative and innovative technologies.

k. Provide for a complete and operating public information office at locations specified by TDD. Such a public information office shall be maintained and operated by the Contractor for the specified period of time, as outlined in the TDD, to provide the public with access to EPA generated informational documents concerning sites. (See clause entitled "IDENTIFICATION OF CONTRACTOR PERSONNEL")

The CO will issue all TDDs for Community Relations with the exception of Community Relations TDDs required during an emergency response action.

8. Site Discovery Programs

The Contractor shall collect, record and assess information on location and type of uncontrolled hazardous substance disposal sites, facilities and\or releases. This information shall be derived from a variety of sources, including formal notifications, PA petitions, citizen complaints, chance observations, aerial and ground surveys, and archival searches.

In addition, special industry-specific assessments shall be required to assess the completeness of the CERCLIS inventory. The Contractor shall support various state agencies with their site discovery programs. In addition, the Contractor shall provide options and recommendations for further action at a given site, including the need for emergency action. EPA will review the recommendations and make the final decision regarding those recommendations.

9. Environmental/Ecological Evaluations

The Contractor shall provide technical support to EPA for environmental risk and the determination of the degree and extent of hazardous substance contamination when performing environmental risk assessments, ecological studies, and environmental remediation planning.

The Contractor shall provide technical support to EPA in coordinating activities with trustees at a site as required by Section 104(b) (2) of CERCLA and the National Oil and Hazardous Substances Pollution

Contingency Plan (NCP) to ensure an adequate technical basis for a unified settlement agreement. The Contractor shall provide technical support in the review of materials submitted, or identified by, Potential Responsible Parties, Federal, State and local agencies, the scientific community and the public. These materials shall include work plans, Remedial Investigation (RI) reports, Feasibility Studies (FS), proposed plans, and other documents that address the environmental impacts of Superfund sites.

The Contractor shall provide the following technical support:

a. Site visits and inspections as necessary to identify, evaluate and delineate habitat types including wetlands (See clause entitled "IDENTIFICATION OF CONTRACTOR PERSONNEL");

b. The collection, review and/or analysis of topographic, photographic, and available relevant data from scientific publications, federal, state and local agencies and academic institutions to provide support in the identification of physical and biological factors to be considered in the determination of areas and resources (physical and biological) that have potentially been affected by the release of hazardous substances;

c. The evaluation of site data, media, habitats, and ecological relationships to identify, analyze, and document pathways of contaminant migration, and concentration. This may include the use of computerized information systems and models.

d. The collection, preservation, identification, and preparation, of terrestrial and/or aquatic biological specimens for population and community analysis. Evaluation of gross pathology and individual organs and/or cells on a histological or subcellular basis for any pathological changes resulting from the release of hazardous substances, oil, or petroleum products.

e. The design, performance, and analysis of both field and laboratory bioassay/toxicity tests on plant, invertebrate and vertebrate species.

f. The development and/or evaluation of plans for the remediation of habitats affected by the release of hazardous substances and/or other aspects of site remediation activities. EPA will evaluate recommendations of the Contractor and any final plans will be prepared by EPA.

10. Federal Disaster Assistance Related Activities

The Contractor shall provide technical support to EPA in conjunction with other Federal, State or local agencies in the planning and preparedness for Natural and man-made disaster response under the Federal Response Plan in the following areas:

a. Provide technical support to EPA in performing Federal Disaster Assistance surveys of damage caused by natural disasters (i.e., floods, hurricanes, or earthquakes).

b. Assess damages to public water or sewage treatment facilities or related environmental problems. (This effort requires that the Contractor have appropriate Federal Emergency Management Agency (FEMA) training in damage assessment)

11. Project Work Plans

When required by a TDD the Contractor shall provide a detailed project work plan for performance of SOW activities under this Contract. The project work plan will be approved by the PO. Unless otherwise specified by the PO, the work plan shall include a detailed description of the technical work to be performed, deliverables, schedule and budget.

12. Assessment of Human Health and Ecological Risks

The Contractor shall determine the quantitative carcinogenic and non-carcinogenic risks to human health and quantitative ecological risks based upon a Lowest Observed Adverse Effect Level (LOAEL) for ecological receptors of concern and contaminants of concern.

Risk assessments include:

a. Data Collection and Evaluation:
- Gather and analyze relevant site data
- Identify potential chemicals of concern

b. Exposure Assessment
- Analyze contaminant releases
- Identify exposed populations
- Estimate exposure concentrations for pathways
- Estimate contaminant intakes for pathways

c. Toxicity Assessment
- Collect qualitative and quantitative toxicity information
- Determine appropriate toxicity values

d. Risk Characterization
- Characterize potential for adverse health effects to occur
  - Estimate cancer risks
  - Estimate noncancer hazard quotients
- Evaluate uncertainty
- Summarize risk information

The Contractor shall conduct a site visit during the project scoping phase to develop a conceptual understanding of sources and areas of contamination as well as potential exposure pathways and receptors at the site (See clause entitled "IDENTIFICATION OF CONTRACTOR PERSONNEL"). Toxicity values can be sought using the Integrated Risk Information System (IRIS), and Health Effects Summary Tables and other sources.

13. Administrative Records

Section 113(k) of CERCLA requires that the Agency establish administrative records containing information used by the Agency to make its decision on selection of response action. Section 113(k) also requires that the records be kept "at or near the facility at issue."

The Contractor shall provide technical and administrative support to EPA in the production of the Administrative Record which may include, meeting with EPA to discuss public access information. All final decisions, determinations and judgements will be made by EPA.

The Contractor shall prepare and maintain the Administrative Records. Efforts will be needed for:

a. Assembly of the records;

b. Establishing quality assurance procedures and quality control reviews;

c. Organization, maintenance and duplication of records (microfiche, microfilm, optical disk or other photo or electronic reproduction);

d. Location of the records "at or near the site";

e. Notification of repository in local newspapers near site;

f. Coordination of records compilation with state offices and federal facilities;

g. Updating of the Record as appropriate;

h. Organizing and compiling liability files and a liability record for enforcement cases;

i. Compiling regional records from which the Administrative Record is derived;

j. Files and records maintenance within an organized and consistent file structure and placed in a location easily accessible for compilation of the Administrative Record.

14. Cost Recovery

The Contractor shall provide technical and administrative support to EPA in collecting and securing evidence in order to aid EPA in its cost recovery efforts. This may include compiling cost documentation packages and gathering information which may be used to establish liability, and support EPA's response decisions.

The Contractor shall collect and organize data in defense of claims, such as those for reimbursement under CERCLA and any other applicable environmental statutes as appropriate (e.g., Oil Pollution Act) This service will be in support of preparation by EPA for civil and administrative settlements including pre-trial and auxiliary services, leading to formal negotiations/meetings with private parties, and trial.

The Contractor shall perform data analysis of government furnished documentation (e.g., provide support for data analysis of the overall cost recovery program). Government furnished documentation may include a description of work performed, site specific cost summaries, tracking of oversight costs, billings, and payments received, statute of limitations, and status of past removals and remedial actions.

The Contractor shall:

a. Collect and summarize all available cost documentation in support of Superfund costs incurred, using existing cost documentation systems and adjust media storage to reflect Agency implementation of advances in automated methods.

b. Perform an audit of cost documentation based upon EPA guidance, which shall include the following tasks:

- producing a documentary audit trail to establish proof of costs incurred using existing systems and other documentation guidance;
- ensuring that the cost document compilation is complete;
- providing technical support in developing proof to support allocation of non-site specific charges on a site specific basis;
- accumulating and verifying all costs incurred in connection with a site or sites by reconciling all supporting documentation with data in Agency financial and documentation systems;
- providing technical support to EPA in reviewing all cost documentation or accounting procedures for deficiencies and/or potential sources of challenge;

c. Maintain an organized cost package or cost document file that includes cost summaries for each cost element claimed together with organized supporting documentation.

d. Research state or other federal agency accounting procedures to the extent necessary to enable a complete audit of costs incurred by the state or other agency in connection with Superfund sites.

e. Review and analyze audits or technical reports (e.g., GAO audits, grant agreements, etc.) for relevance to cost claims.

f. Provide technical support to EPA in the review of pertinent EPA files and documents necessary to substantiate a close-out memorandum. The close-out memorandum will be prepared by EPA, with technical support from the Contractor when appropriate. The memorandum will summarize the information that has been obtained, as well as the costs which will not be pursued in subsequent cost recovery actions.

g. Gather documents from EPA that authorized the work, and documents that provide evidence that work was performed.

h. Provide support in collating, refiling and organizing the above information as needed. All such effort shall be performed in accordance with the following clauses:

(1) EPAAR 1552.235-70--SCREENING BUSINESS INFORMATION FOR CLAIMS OF CONFIDENTIALITY
(2) EPAAR 1552.235-71--TREATMENT OF CONFIDENTIAL BUSINESS INFORMATION
(3) ACCESS TO CONFIDENTIAL BUSINESS INFORMATION

EPA will generally provide access to documents needed in the performance of these activities. If EPA is unable to provide these data, the Contractor shall be tasked to obtain site specific cost information from firms whose EPA contracts have expired. Additionally, the Contractor shall be called upon to copy, organize, summarize, maintain and track evidentiary materials which are stored in a non-site specific manner to facilitate review of liability determinations. The Contractor's document storage technology will reflect EPA's technology.

15. Enforcement Activities

The Contractor shall provide technical support to the EPA for government enforcement activities to be conducted in the performance of the START SOW. Guidance for conducting enforcement activities will be provided through written technical direction. The Contractor shall follow EPA guidelines regarding enforcement sensitive information.

The Contractor shall perform the following tasks:

1. Provide technical support to EPA for the identification of PRPs associated with a site, facility and/or release.

2. Provide technical and administrative support to EPA for notification of PRPs as to their status related to a site, facility and/or release.

3. Provide technical support to EPA in connection with proceedings against owners or operators of facilities operating in violation of CERCLA or EPCRA reporting requirements, uncontrolled hazardous substance disposal sites, or against generators and transporters of the hazardous substances present. Such technical support will include providing background technical information to EPA in obtaining an injunction against continued use of the site, an order to undertake remedial action, or recovery of costs incurred by the government in undertaking such actions.

4. Provide technical support to EPA in enforcement case development support including well drilling and sampling, field sampling, geophysical surveys, well inventories and other support to provide evidence to support EPA litigation or negotiation with PRPs. Work may be undertaken to fill a variety of data gaps related to extent of contamination and damages or to augment enforcement investigation efforts.

5. Provide technical and administrative support to EPA in the development of an enforcement plan. The Contractor shall be required to provide the following:

   - Collect and review available data and background information about a site, facility or release. This shall include information about the nature of the waste present (e.g., type, amount and source), waste management at the site (e.g., access control, size, location), environmental data (e.g., geology of the area, potential for contamination of surface or ground water), and health data (e.g., history incidents, populations at risk). Collection of data also includes photographic and cartographic documentation of site conditions.

   - Reviewing project planning documents prepared by PRPs.

   - Performing on-scene monitoring of field activities performed by PRPs, their contractors or other representatives. Report to EPA on progress and safety of field activities.

- Support EPA in cost recovery actions by providing cost recovery documentation by researching files, reviewing documentation, preparing documentation supporting referrals and filed cases, auditing costs, and providing detailed documentation of cost incurred.

- Assure that all contract employees follow EPA guidelines regarding enforcement sensitive information.

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Attachment A-1

INTERIM DRAFT
EPA REQUIREMENTS FOR QUALITY MANAGEMENT PLANS (EPA QA/R-2) (DATED JULY 1992)

Superfund Technical Assessment & Response Team

EPA

Quality Assurance
Management Staff

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INTERIM DRAFT
EPA REQUIREMENTS FOR QUALITY MANAGEMENT PLANS

EPA QA/R-2

United States Environmental Protection Agency
Quality Assurance Management Staff

Washington, DC 20460

JULY 1992

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FOREWORD

The U.S. Environmental Protection Agency (EPA) has developed a mandatory Agency-wide Quality System (or Quality Assurance [QA] program) that requires all organizations performing work for EPA to assure that:

- environmental data collected are of the appropriate type and quality for their intended use, and
- environmental engineered systems are designed, constructed, and operated according to defined expectations.

The fundamental principles of Total Quality Management (TQM) form the foundation of the Agency's Quality System. It is EPA policy that all Quality Systems shall comply with EPA Order 5360.1, *Policy and Program Requirements to Implement the Mandatory Quality Assurance Program*, which requires the preparation, submission, and approval of a Quality Management Plan (QMP), formerly called the Quality Assurance Program Plan. The process of planning, implementing, and assessing these management systems is called *quality management* and the product of this process is called the *Quality System*.

This document describes the requirements for the QMP developed by organizations implementing the EPA mandatory Quality System. The specific requirements of the EPA mandatory Quality System are given in EPA QA/R-1, "EPA Quality Assurance Requirements for Environmental Programs." The QMP is the document by which the policies, procedure, and roles and responsibilities associated with an organization's Quality System are recorded.

CHAPTER I

INTRODUCTION

Environmental programs conducted by or in behalf of the U.S. Environmental Protection Agency (EPA) involve many diverse activities that address complex environmental issues. The EPA spends annually about $500 million in the collection of environmental data for scientific research and regulatory decision-making. In addition, the regulated community may spend as much as an order of magnitude more each year to respond to Agency compliance requirements.

Environmental data are critical inputs to decisions involving the protection of the public and the environment from the adverse effects of pollutants from natural and man-made sources. Such sources may include waste operations and industrial discharges. Similarly, environmental data are key input to decisions and actions pertaining to environmental protection efforts in air, land, forests, fresh water, oceans, estuaries, and ground water.

It is the policy of EPA that all environmental programs conducted by or in behalf of EPA shall establish and implement effective Quality Systems. EPA policy requires that all Agency organizational units document their Quality System in an approved Quality Management Plan (QMP). This plan provides the blueprint for how an individual Agency component will plan, implement, and assess its Quality System for the environmental work to be performed as part of its mission. Approval of the QMP is required by the senior manager for the organizational unit preparing the plan and by the senior management official at the next higher level in the organization. In accordance with Agency policy, the Quality Assurance Management Staff (QAMS) will also review the QMP on behalf of the Assistant Administrator for Research & Development (AA/ORD) for compliance with Agency QA requirements.

The QMP is management's embodiment of the process which will govern the QA activities for a given organization. That is, the QMP is the blueprint for how the organization will conduct its business. The QMP defines an organization's QA-related:

- policies,
- criteria for and areas of application, and,
- definition of roles, responsibilities, and authorities.

The QMP, therefore, is a management tool appropriately tailored to the needs of its

organization, defining how its cross-cutting Quality System objectives will be attained. The QMP must be sufficiently inclusive and explicit to allow subordinate managers and supervisors to understand the priority which management places on QA, the established QA policies and procedures, and their respective QA roles. The QMP must be so constructed and so written that an assessment of its implementation should be able to determine whether or not the Quality System is being managed in a way that guarantees successful environmental programs.

EPA Order 5360.1 makes each organization's development of a Quality System mandatory. It also mandates QAMS's development of guidelines for preparation and review/approval of Quality System documentation: however, the primary responsibility for plan development and implementation belongs with the line managers. QAMS review of Quality System documents will focus on the substance of an organization's management process relative to complying with Agency QA policy requirements and not on format or technical details.

The requirements presented herein endeavor to maintain principles or organizational flexibility so that the plan can be tailored to individual requirements. This document describes the key QA management elements which are normally considered to be important in a Quality System. Some elements are mandatory to ensure consistency across Agency Quality Systems. Other elements may be mission-specific and may not apply to every operation. Each Agency organization should evaluate these key elements to see if they are useful or necessary in their Quality System. Where a particular QA element is not relevant, a brief explanation of why it is not relevant should be provided in the QA document. On the other hand, if additional QA elements are deemed useful or necessary for an adequate Quality System, that group is encouraged to develop these QA elements and discuss them in their Quality System documents.

CHAPTER II

QUALITY MANAGEMENT PLAN PREPARATION, SUBMISSION, REVIEW, AND APPROVAL

The discussions in this chapter pertain to requirements of senior managers and line managers in the preparation, submission, review, and approval of QMPs. The chapter also defines the role of the QA Manager (QAM) in this process.

QMP Preparation Responsibility

Each senior manager is responsible for the preparation of a QA Management Plan (QMP) to cover all environmental programs. The term *senior manager* refers to managers who are responsible and accountable for mission accomplishment and overall operations. The term *management or line management* refers to those individuals directly responsible and accountable for planning, implementing, and assessing environmental programs. Several levels of senior management may exist and may include, but are not limited to, Assistant Administrators, Regional Administrators, Office Directors, Laboratory Directors, and Division Directors. "Environmental data" include all field and laboratory measurements of chemical, physical, and biological parameters in or pertaining to the environment as established by the definition in EPA Order 5360.1. Senior management is responsible for ensuring that the Quality System documented in the QMP meets all compliance requirements with EPA Order 5360.1 and EPA QA/R-1.

While senior management is responsible for the preparation of the QMP, the physical preparation may be assigned to the organization's staff so long as it is assured that all line managers participate in the effort. The preparation of the QMP should be directed by the Quality Assurance Manager (QAM). It is essential that line management understand fully the content of the QMP and concur with its implementation. This can only be accomplished through active participation by the line managers in the development of the organization's Quality System and their concurrence with its contents.

If desired, and it is acceptable to the organization's management, a draft of the QMP may be submitted to QAMS for informal comment prior to the formal review and approval process. QAMS will provide a prompt response to the draft in order to avoid reduce the occurrence of delays in the QMP preparation. However, any informal review by QAMS does not replace the careful and thoughtful review of the Quality System and the proposed QMP by the management of the organization preparing the plan.

Internal Approval and Submission

The QMP must be approved by the senior management of the organization preparing the QMP. This will certify that the organization has conducted an internal review of the QMP and that line management has concurred with its contents. Following this approval, the QMP is reviewed and approved by the senior manager at the next higher level in the organization. For example, the following would apply to EPA organizations:

Organization Submitting QMP	Highest Management Approval Level
Headquarters Office	Assistant Administrator
Headquarters Field Component	Office Director
ORD Laboratory	Office Director
Region	Regional Administrator

The senior manager should indicate his/her approval of the QMP on the signature page of the document. The senior manager may require the concurrence of appropriate subordinate line managers on the QA documentation if he/she believes this to be beneficial to the group's Quality System.

QAMS Review and Approval of the QMP and QAARWP

Following the internal review and approval, the QMP must be submitted to QAMS for review for compliance with EPA Quality System requirements. Within 60 days of receipt of a QMP, QAMS will either approve it or provide suggestions for improving the QMP so that it can be revised and approved.

In its reviews of QMPs, QAMS will focus on the substance of the group's QA management process and not on format or technical details. The preparation of QMPs benefits the Agency group, not QAMS. QAMS will approve those QMPs it believes reflect acceptable QA policies, procedures, administrative criteria, and management systems for key QA elements including Data Quality Objectives, QA Project Plans, other QMPs, Standard Operating Procedures, assessments, and oversight of delegated programs. QAMS will review the QMPs for compliance with EPA Quality System requirements and the inclusion of all mandatory program elements.

Organizations performing environmental programs for EPA may have their QMPs reviewed by EPA as prescribed by contract requirements and financial assistance requirements as a condition for award. Organizations performing work for EPA under contract or through some financial assistance mechanism must provide evidence, such as a QMP, of compliance with these requirements. The acceptability of this evidence will be determined by the EPA organization for whom the work is being done. For example, the review of a State QMP that has been submitted as part of a request for financial assistance will be performed by the Region or Office making the decision on the assistance request. QAMS will not review such submittals unless invited to do so by the receiving organization.

QMP Revisions

EPA policy requires that all agency Quality Systems be reviewed at least annually to assure their effectiveness. This assessment must also include an evaluation of the effectiveness of the QMP. The process of developing and annually updating the QMP provides an opportunity for management and staff to clarify roles and responsibilities, address problem areas, and acknowledge successes so that they may be fostered and rewarded. Having an accurate QMP at all times is an essential element in every Quality System. Changes in QA policy and procedures should be documented in timely fashion by QMP revisions. In general, a copy of any QMP revision(s) made during the year should be submitted to QAMS as an attachment to the QA Annual Report and Work Plan (QAARWP). In some cases, however, it may be necessary to re-submit the entire QMP if significant changes have been made to the Quality System.

It is management's responsibility to assure that all changes to the Quality System and the QMP are distributed to all personnel performing work for the organization, including active contractors and financial assistance recipients.

CHAPTER III

QUALITY MANAGEMENT PLAN REQUIREMENTS

Quality management begins with the QMP. The QMP is the blueprint for an organization's quality management process in support of technical operations. That is, the QMP documents the entire framework and structure for the QA process in the organization. In general, the QMP should provide the following:

- the mission and customers of the organization,
- specific roles and responsibilities of top management and employees for necessary QA/QC activities,
- the structure for effective communications, and
- how measures of effectiveness will be established.

The QMP reflects the organization's commitment to the principles of TQM, tailored by senior management to meet the organization's needs. A Quality Management Plan, minimally, must address the topics addressed in subsequent sections of this document. It is preferable, but not necessary, that the QMP cover the topics in the same order as presented below. If an existing QMP adequately addresses each of these topics, but in a different order, it should not be rewritten simply to conform to the outline provided here. The important element here is content, not format. A discussion is provided under each topic heading to clarify the type of information that is expected to be presented in a QMP.

Since the nature of the Quality System will vary among institutions, the content and organization of Quality Management Plans will also vary. In general, the QMP should address all of the components of the Quality System and discuss HOW they should be carried out and by WHOM.

It is EPA policy that following Quality System elements must be addressed by the QMP:

- Quality Management and Organization,
- Quality System and Description,
- Personnel Qualification and Training
- Procurement of Items and Services,
- Quality Documentation and Records,
- Use of Computer Hardware and Software,

- Quality Planning,
- Quality Implementation of Work Processes,
- Quality Assessment and Response, and
- Quality Improvement.

If an organization believes that an element is not applicable to its Quality System, then it must state why this is the case. In the discussions to follow, specific requirements are presented on what should be addressed or included within each of these program elements.

1 QUALITY MANAGEMENT AND ORGANIZATION

Specific Requirements:

The QMP shall contain or address the following management and organizational items:

- a statement of the organization's policy on quality assurance;
- an organization chart that identifies all of the components of the organization and, in particular, the organizational position of the QA Manager;
- a discussion of the responsibilities and authorities of the QA Manager and any other QA staff, including line of reporting to senior management;
- a discussion of the mission of each organization component, functional responsibilities of management and staff, levels of accountability and authority, and lines of communication for planning, implementing, and assessing environmental programs;
- how management will assure that applicable elements of the Quality System are understood and are implemented in all activities under their responsibility involving environmental programs;
- an approval page for the signatures of senior management of the organization and the next level of review, and for the Director of the Quality Assurance Management Staff. This approval page may be part of a title page or a separate sheet following the title page.

Rationale:

The QMP represents an opportunity for the senior manager of an organization to inform subordinates of the priority he/she accords to QA and the reasons for that priority.

The QMP also represents an opportunity to document important broad QA policies such as the need to incorporate QA in the up-front planning of activities entailing environmental data collection and the need for personal involvement of subordinate managers and supervisors in QA.

Management is responsible for planning, implementing, and assessing environmental programs, including characterization of environmental processes and conditions (i.e., environmental data operations) and design, construction, and operation of engineered environmental systems. Management is responsible for creating a work environment in which all personnel work together to assure that such programs produce the type and quality of results expected. The achievement of the necessary quality in all activities is the responsibility of all personnel, led by management. It is appropriate to begin the QMP with a statement of the organization's policy on quality assurance. It should convey senior management's views on the level of importance and priority that the organization's personnel and support contractors should give to quality assurance in environmental sampling and analysis activities conducted by, or in support of the organization. An explanation of why QA should be afforded the indicated level of importance and priority is also appropriate. The QMP shall contain a statement of the general objective/goals that the organization intends to achieve through its Quality System. This statement may be combined with the Policy Statement described above. A commitment to assuring the availability of the time and resources needed to obtain the type and quality of program results needed to satisfy mission objectives should be included. Paralleling EPA Order 5360.1, the policy statement should emphasize those requirements and activities needed to assure data quality. The *specific* policies and procedures addressed elsewhere in the QMP need not be repeated here. The basic objective of an organization's Quality System is to provide a process for management's review and oversight at the planning, implementation, and assessment stages of environmental programs. The goal of the QA process is to assure that the data provided by the data collectors or producers to the data users are of the type and quality needed and claimed.

2 QUALITY SYSTEM AND DESCRIPTION

Specific Requirements:

The QMP shall contain or address the following items pertaining to the Quality System and the technical mission to which it applies:

- A discussion of the principal components or "tools" comprising the organization's Quality System and the process and procedures for their use. These components include, but are not limited to:

  - Quality Management Plans
  - Management Systems Reviews
  - Data Quality Objectives Process
  - QA Project Plans

- Standard Operating Procedures
- Technical Assessments (Self and Independent)
- Data Quality Assessments

The process discussion should include the roles and responsibilities for all management and staff in planning and implementing the Quality System.

- A discussion of the technical activities or programs that are supported by the Quality System and to which the QA controls apply.

Rationale:

A Quality System for environmental programs must include two levels of management controls:

- organizational level and
- technical/project level.

All activities that support common or standardized functions (e.g., management assessment, personnel qualifications and training, procurement policies, document control, etc.) fall under management systems at the organizational level. These common functions establish the framework for performing work. The technical or project level consists of the project-specific Quality System activities necessary to produce the desired type and quality of product within the framework defined by and to be used in conjunction with the functions defined at the organizational level.

The QMP should identify the programmatic activities of the associated organizations covered by the Quality System and shall describe the organizational structure, QA policies and procedures, functional responsibilities, levels of accountability and authority, and necessary interfaces. By identifying and describing these activities (i.e., projects, tasks, etc.), the organization specifies the necessary foundation for defining and stipulating the following items that are essential to planning an effective Quality System: the specific programs that require extensive QA/QC controls; where oversight of delegated, contracted, or other extramural programs is needed to assure data quality; and, where internal coordination of QA among the group's organizational units need to occur. The QMP should identify and briefly describe each significant program undertaken or supported by the group. Pertinent information might include the nature and size of each program and the administrative vehicle by which they are implemented; i.e., by the efforts of government employees, by contract, by cooperative agreement, by grant, or by delegation of responsibility to the Regions.

The QMP should define and document *how and when* QA activities applied to individual projects and tasks at the technical/project level are planned, implemented, and assessed. The QMP is the formal means by which management documents how QA will be

applied to environmental programs; that is, it provides the "blueprint" for how the Quality System will operate. Moreover, the QMP provides the basis or criteria for assessing the effectiveness of the Quality System.

3 PERSONNEL QUALIFICATION AND TRAINING

Specific Requirements:

The QMP must reflect management's commitment to and describe its systems for:

- identifying certifications required to perform operations for the different programs for which the organization is responsible;
- establishing training requirements for personnel;
- identifying and satisfying technical and project management training needs;
- identifying and/or designing training programs to meet these needs;
- performing introductory training and continuing training (or re-training);
- encouraging professional development beyond initial qualifications;
- documenting and maintaining training records for personnel;
- identifying qualified trainers;
- assessing the effectiveness of training and (where applicable) establishing a program for training and updating the instructors on training techniques and technical changes; and
- reviewing and updating training materials and course content.

Included in the above is the responsibility of management to identify what qualifications or certifications are necessary for personnel to perform their work safely and effectively.

Rationale:

EPA policy requires that personnel performing work on environmental programs shall be qualified to perform assigned work, including and according to any project-specific

requirements. The QMP should include a description of the organization's process for identifying and satisfying training needs on a continuing basis. Accordingly, this section shall describe the organization's process for establishing training requirements, identifying training needs, assigning priorities to them, and satisfying them in priority order.

The quality of environmental sampling and analytical activities is dependent upon the capabilities and attitudes of the personnel who implement them, and on the quality consciousness of the organization in which they work. Thus, each organization has a responsibility to maintain and improve the quality of its human resources through appropriate training.

The training categories must be specified in the QMP or reference must be made to the organization's formalized training program. The following are examples of possible training categories associated with environmental programs:

- fundamental principles of quality;
- the organization's QA policies and procedures;
- technical skills (e.g., statistics, experimental design);
- management and communication skills; and
- specialized topics (e.g., risk management).

The selection of mandatory and optional topics within training categories should be based on the results of a systematic evaluation of the organization's needs. In addition to classroom-style training, the organization should consider taking advantage of on-the-job training as well as innovative techniques such as computer-based training or interactive video displays.

Management should evaluate each position to determine what qualifications are necessary for personnel to execute their responsibilities in a safe and effective manner. These qualifications must be documented in terms of education, experience, training, technical knowledge, or combinations of the above. Qualifications should reflect the hazard and risk associated with a specific position; when appropriate, qualifications based on hazard and risk should be established for individual projects, and required of personnel for the duration of the project. In addition to technical requirements, qualifications must also include required Federal or State certifications and requirements (e.g. OSHA, radiological, and carcinogenic hazards.

4 PROCUREMENT OF ITEMS AND SERVICES

Specific Requirements:

The QMP shall contain discussions of or address the following issues pertaining to the procurement of items and services:

- the organization's management process for ensuring that all procured items and services meet established requirements and perform as specified;

- how changes to procurement documents will receive the same review approvals as the original documents; and

- the organization's process for ensuring that contracted and subcontracted activities produce results of acceptable quality, including, as appropriate: procurement source evaluation and selection, evaluation of objective evidence of quality furnished by the supplier, source inspections, supplier audits, and examination of deliverables.

Rationale:

The procurement process must also ensure that approved suppliers continue to provide acceptable items and services. Procurement documents or financial assistance agreements shall require suppliers (i.e., contractors, subcontractors, or financial assistance recipients) to have a Quality System consistent with EPA QA requirements. *This requirement applies only to those suppliers who provide services or items that directly affect the quality of results or products from environmental programs.* The management system should define: the planning of procurement needs and activities; how the identification, documentation, review, and approval of technical specifications; the selection and documentation of evaluation criteria and necessary certifications; the qualification of contractors and subcontractors; the evaluation of contractor and subcontractor QMPs to ensure compliance with the guidelines of contractor and subcontractor QMPs to ensure compliance with the guidelines presented in this requirements document; the identification of procedures for review and approval of negotiations, compromises or changes regarding technical issues; documentation of the procurement process; and the verification of post-award quality versus original acceptance criteria.

Contractors, suppliers, and financial assistance recipients are responsible for the quality of work performed or items and services provided by their subcontractors and suppliers.

5 QUALITY DOCUMENTATION AND RECORDS

Specific Requirements:

The QMP must include:

- a description of the organization's management system for handling documents and records to assure, including discussion of the roles and responsibilities for management and staff for records;

- a description of the process by which all technical guidance documents are prepared, reviewed, approved, issued, used, and revised; and

- a description of the process that ensures compliance with all statutory requirements for records from environmental programs and that provides adequate preservation of key records necessary to support the mission of the organization.

Rationale:

Organizations that perform environmental sampling, analysis, and project management activities must establish and maintain procedures for the timely preparation, review, approval, issuance, use, control, revision and maintenance of documents and records. For the purposes of these requirements, a document is any volume that contains information which describes, defines, specifies, reports, certifies, requires, or provides data or results pertaining to environmental programs. A record in a completed document that provides objective evidence of an item or process. A document which contains objective information can become a record once it is complete and identified as a record.

The QMP must define and establish a management process that controls preparation, review, approval, issuance, use, and revision of guidance documents, such as, QA Project Plans, Sampling and Analysis Plans, etc. Such documents, including revisions, must be reviewed for conformance with the Quality System requirements and approved for release by authorized personnel. To facilitate use of documents, consistency in formats shall be encouraged for similar types of documents, such as standard operating procedures (SOPs).

The QMP must also define a management process for records to ensure that they accurately reflect completed work and/or fulfill statutory and EPA requirements. The maintenance of records should include requirements and responsibilities for record transmittal, distribution, retention, protection, preservation, traceability, disposition, and retrievability. To facilitate their use accessibility, records must comply with required formats such as that required for analytical data by EPA, Good Automated Laboratory Practices (GALP). The QMP should also identify how the disposition of records, in accordance with regulatory requirements, schedules, or directives from senior management, is accomplished.

6 USE OF COMPUTER HARDWARE AND SOFTWARE

Specific Requirements:

The QMP must address the use of computer hardware and software in the organization's operations. Specifically, the QMP must:

- describe the process for ensuring that computer hardware used in environmental programs meet the requirements of these programs;

- describe how changes to hardware shall be controlled to assess the impact of the change on performance;

- describe the process for developing computer software, for validating, verifying, and documenting the software for its use, and for assuring that the software meets the requirements of the user;

- describe how purchased software are evaluated to meet user requirements and to comply with Agency Information Resources Management (IRM) standards; and

- describe the process for ensuring that data and information produced from or collected by computers meet all applicable Agency IRM standards.

Rationale:

There is increasing dependence on computer hardware and software to support environmental programs in a variety of ways. Computer hardware must be appropriate for its intended application. Computer programs used in environmental data operations and engineered environmental systems should be developed using an approved software development methodology. Computer programs covered by this policy include but are not limited to design, design analysis, modeling of environmental processes and conditions, operations or process control, and data bases or document control registers (when used as the controlled source of quality information). The QMP should document how the organization manages its computer hardware and software operations that directly impact the quality of the results of environmental programs.

7 QUALITY PLANNING

Specific Requirements:

The QMP should document how and by whom work shall be planned by the organization. To comply with this requirement, minimally, the QMP shall describe the system it will be using to:

- identify the customer for the results of the work to be performed,

- identify the needs and expectations of the customer in terms of both technical and quality goals,

- translate the customer's needs into specifications to produce the desired result,

- consider any cost and schedule constraints within which project activities are

required to be performed, and

- identify acceptance criteria for the result or measures of performance by which customer satisfaction will be determined.

Rationale:

The planning process should ensure that all organizations and/or parties who contribute to the quality of the environmental program results are identified and that they participate in this process. The planning process should include direct communication between the customer and the supplier to ensure that there is a clear understanding by all participants of the needs and expectations of the customer and the product or results to be provided by the supplier.

Management must ensure that the unique planning requirements for different environmental programs are addressed and documented according to the needs of the specific work to be performed. Such documentation may be in the form of work plans, schedules, and QAPPs.

The QMP must describe the interface between the Quality System and the technical activities conducted by the organization. The following issues pertain to all such activities and should be addressed by the QMP.

- Communication - The collection of environmental data is often a complicated process whose success is dependent upon the correct sequence and execution of a number of related steps and details by personnel having different areas of expertise. The QMP should describe the system of communications and to ensure that all personnel are aware of their responsibilities and their role in the overall project before project initiation, and that communications continue during project implementation so that complications and necessary deviations can be addressed in a timely manner.

- Documentation - Documentation is necessary to implement and validate sampling and analytical efforts, to detect problems, and to explain unexpected phenomena. Implementation of the work process will rely upon the documentation included in the QA Project Plan as well as details documented in Standard Operating Procedures (SOPs) referenced by the Plan. The QMP must describe in general what organizational and project information should be documented, and how it will be distributed, reviewed and archived.

- Health & Safety - The QMP must emphasize the overriding importance of health and safety issues, and document mechanisms for review of all organizational and project activities for impact on the health and safety of personnel, prior to the initiation of activities.

The QMP should describe how all work is accomplished in the proper sequence and in accordance with approved planning documentation. EPA requires that all projects involving the generation, acquisition and use of environmental data shall be planned using a process such as the Data Quality Objective process and shall be documented in a Quality Assurance Project Plan (QAPP) and approved for implementation.

All environmental programs do not require the same degree of quality control. QMPs must define how to establish the needed level of quality control. QMPs must define how to establish the needed level of quality control by selecting data quality requirements using the Data Quality Objectives (DQO) process or similar technique.

When customers and suppliers understand the customer's needs, then the supplier can propose performance objectives (i.e., data quality requirements) for each specific environmental program. These performance objectives establish how good the technical program should be.

8 QUALITY IMPLEMENTATION OF WORK PROCESSES

Specific Requirements:

The QMP should document how and by whom work shall be implemented by the organization. To comply with this requirement, minimally, the QMP must describe:

- appropriate procedures to ensure that work is performed according to plan;
- the level of management oversight and inspection to ne provided that will be commensurate with the importance of the particular project and the intended use of the project results; and
- how procedures for appropriate routine, standardized, special, or critical operations are developed and implemented, including the policies and procedures that address, but are not limited to:
  - identification of operations needing procedures;
  - preparation of procedures, including form, content, and applicability; and
  - review and approval of procedures.

Rationale:

The QMP must stress that environmental data operations project will be implemented in accordance with the Quality Assurance Project Plan. The QMP shall consider those activities, policies, and procedures that are common to all projects. It must also emphasize

the importance of documenting activities including any exceptions to the QA Project Plan. Line managers are responsible for implementing the approval QAPP and the QMP. This includes organizing and planning activities to meet quality requirements consistently; coordinating work performance for specific projects; and training and qualifying personnel to achieve and maintain proficiency. The mechanism for implementing these responsibilities should be described in the QMP.

The QMP must include how routine performance will be measured against established technical and quality specifications. The work process shall be monitored to ensure continued satisfactory performance. The independence of personnel monitoring work performance must be demonstrated and shall be commensurate with the nature and importance of the activity. Inspection, use of analytical QC samples, and non-destructive examination are examples of measurement of work performance.

Standard operating procedures (SOPs) are encouraged for appropriate routine, standardized, or special/critical operations. The QMP should contain policies and procedures for identifying and addressing SOPs. The QMP should also describe the process by which SOPs shall be reviewed for adequacy by technically qualified personnel before use.

The organization shall describe how appropriate measures for controlling the release, change, and use of planned procedures are implemented. These measures should provide for the necessary approvals, specific times and points for implementing changes, removal of obsolete documentation from work areas, and verification that the changes are made as prescribed.

9 QUALITY ASSESSMENT AND RESPONSE

Specific Requirements:

Assessments are a learning process intended to increase the user's understanding of the program or system being assessed, and to provide a basis for improving such programs or systems. The QMP must describe how assessments of environmental programs shall be planned, conducted, and evaluated to measure the effectiveness of the implemented quality system and by whom. The QMP shall also describe how management shall determine during planning the type of assessment activity appropriate for a particular project and the assessment tool to be used. The assessment tools for environmental programs encompass:

- management systems reviews,
- surveillances,
- audits,
- performance evaluations,
- peer reviews and technical reviews,
- readiness reviews, and
- data quality assessments.

The QMP shall contain or address the following items pertaining to management assessment of the effectiveness of the organization's Quality System:

- how the process for the planning, scheduling, and implementation of assessments works, as well as how the organization will respond to needed changes;

- definition of responsibilities, levels of participation, and authorities for all management and staff for the assessment process; and

- discussion of how, when, and by whom actions will be taken in response to the findings of the assessment, and how the effectiveness of the response will be determined.

Personnel conducting assessments shall be qualified based on project-specific requirements to perform the assigned assessment. The QMP must describe how the level of competence, experience, and training necessary to ensure the capability of personnel conducting assessments is determined. The QMP must document how persons conducting assessments must have sufficient authority, access to programs and managers, and organizational freedom to:

- identify quality problems;
- identify and cite noteworthy practices that may be shared with others to improve the quality of their operations and products;
- propose recommendations for resolving quality problems;
- independently confirm implementation and effectiveness of solutions; and
- provide documented assurance to line management that, when problems are identified, further work performed is monitored carefully until the problems are suitably resolved.

The QMP must clearly define the responsibilities and authorities of personnel conducting assessments, particularly in regard to authority to suspend or stop work in progress upon detection and identification of an immediate adverse condition affecting the quality of results or the health and safety of personnel.

Rationale:

The QA Management Plan shall define the process by which periodic assessments of environmental programs are planned, scheduled and implemented. Line management is responsible for overseeing assessments and for responding to their findings. Scheduling of assessments and allocation of resources are to be based on the status, risk and complexity of the sampling and analytical activities.

Assessments should include an evaluation to determine whether technical requirements, not just procedural compliance, are being met effectively. Assessments should be

performed according to approved written procedures from management, based on careful planning of scope of the assessment and the information needed. The QMP should describe how assessment results shall be documented, reported to, and reviewed by management.

The type of assessment is determined by the customer, based on the objectives of the assessment and who is conducting the assessment. Four types of assessments are described below:

- **management self-assessment:** the qualitative assessment of a particular program operation and/or organization(s) *by those immediately responsible for overseeing and/or performing the work* to establish whether the prevailing quality management structure, policies, practices, and procedures are adequate for ensuring that the type and quality of results needed are obtained.

- **management independent assessment:** the qualitative assessment of a particular program operation and/or organization(s) *by someone other than the group performing the work* to establish whether the prevailing quality management structure, policies, practices, and procedures are adequate for ensuring that the type and quality of results needed are obtained.

- **technical self-assessment:** the evaluation process used *by those immediately responsible for overseeing and/or performing the work* to measure the performance or effectiveness of a technical system and its elements with respect to documented specifications and objectives. Such assessments may include qualitative and quantitative evaluations.

- **technical independent assessment:** the evaluation process used *by someone other than the group performing the work* to measure the performance or effectiveness of a technical system and its elements with respect to documented specifications and objectives. Such assessments may include qualitative and quantitative evaluations.

The QMP must describe how management will respond to the findings and recommendations from assessments in a timely manner. When conditions needing corrective action are identified, the appropriate response should be made promptly. The QMP should indicate how follow-up action shall be taken and documented to confirm the implementation and effectiveness of the response action.

Management is responsible for choosing the assessors, defining acceptance criteria, approving audit check lists, and identifying goals prior to initiation of an assessment. Assessors are technically knowledgeable people with no real or perceived conflict of interest. If the assessors are chosen from within the organization, they must have no involvement or responsibility for the work being assessed. Personnel conducting independent assessments shall be qualified, certified when necessary, and have sufficient authority to conduct the assessment activities. The QMP should detail how the assessors are selected and how the limits of their authority will be determined.

EPA policy requires that data used to characterize environmental processes and conditions be qualified according to the intended use of the data. Data obtained from sources that did not use a QA Project Plan for data collection must also be qualified. Data shall be qualified according to procedures documented in the QMP. These procedures shall document the decision process and factors used in arriving at the choice of the particular qualification method. This process shall include the correct application of statistical methods during the assessment process. The decision to qualify the data for their intended use shall be based on reconciliation with the performance measures for the project defined by the data qualify requirements. Any limitations on data use shall be identified quantitatively and fully documented.

The QMP shall also describe how project reports containing data or reporting the results of environmental data operations shall be reviewed independently to confirm that the data or results are presented correctly. The QMP shall describe the process used for these reviews and the approval authority required prior to the publication or distribution of any reports.

Senior management is required to regularly assess and document the adequacy of the framework and infrastructure of the Quality System for which they are responsible and to ensure its effective implementation. The organization's approved QMP provides the primary criteria for these assessments. Such assessments shall provide a means for determining and taking necessary response actions regarding:

- Effectiveness of the system of management controls that are established to achieve and assure quality, and

- Adequacy of resources and personnel provided to achieve and assure quality in all activities.

These planned and periodic management assessments, or Management Systems Reviews (MSRs), are to be established and implemented according to procedures detailed in the QMP. Management assessments focus on how well the integrated Quality System is working, and identify and correct management barriers that hinder the organization from achieving its objectives. Management assessments address the effectiveness of management controls to achieve and assure quality, the adequacy of resources and personnel, the effectiveness of training and audits, and applicability of data quality requirements and software. Management assessments consider accomplishments and significant QA problems, and identify opportunities for improvement.

9 QUALITY IMPROVEMENT

Specific Requirements:

The QMP should include a description of the organization's management system for detecting and preventing qualify problems and for ensuring continuing quality improvement. Accordingly, this section of QMP shall address the following:

- describe the management process and identify who (organizationally) is responsible for identifying, planning, implementing, and evaluating the effectiveness of quality improvement activities;

- a corrective action program to ensure that conditions adverse to quality are identified promptly and corrected as soon as practical.

Rationale:

The process of continuous quality improvement leads to the development of a better and more responsive quality system. Quality problems are often inherent in existing management and technical systems, and workers may have little or no control over eliminating these problems or improving performance. Lessons learned from assessments and from operating experiences may be used to augment or enhance an organization's systems and technical operations. In environmental programs, quality improvement results from processes that:

- Prevent or minimize problems (during planning, sampling, analysis, project management, and data handling) that may affect the quality of environmental data;

- Detect and correct these problems when they do occur; and

- Review existing performance and identify opportunities for qualify improvement.

The QMP should describe how the use of program elements, such as standard operating procedures, personnel training, quality control samples, checks, inspections, and thorough documentation of implementation, those responsible for sampling and analytical activities will attempt to prevent the occurrence of problems that can affect the quality of environmental data. However, specific planning, sampling, analytical, and program management activities that do not meet established requirements (i.e., deficiencies, nonconformances) should be identified, controlled, documented, reported, and corrected. Since the identification of problems is an important step in quality improvement, management at all levels, should foster a "no-fault" attitude to encourage the identification of problems.

Corrective actions shall include the identification of root causes of problems, determining if the problem is unique or has more generic implications, and recommending procedures to prevent recurrence.

Management, at all levels, is ultimately accountable for quality and should encourage

a "no-fault" attitude to encourage the identification of problems. Management must be the leader in the quality improvement process to ensure that proper focus is given, adequate resources are provided, and difficult issues are resolved. Moreover, management leadership helps to ensure customer-supplier understanding of performance expectations and that problems are resolved successfully. The QMP should describe how staff at all levels are encouraged to identify customers and suppliers, identify process improvement opportunities, identify problems, and offer solutions to those problems. Motivation of staff begins with their understanding of the tasks they are expected to perform and how those tasks support the overall mission of the organization. The QMP should identify how employees are made aware of the advantages of proper job performance at all levels and of the effects of poor job performance on other employees, customer satisfaction, and costs. The QMP should show how management encourages continuous quality improvement and encourages staff and other managers to exceed the expectations of their customers whenever possible as a quality improvement goal.

REFERENCES

(1) EPA Order 5360.1, Policy and Program Requirements to Implement the Mandatory Quality Assurance Program, U.S. Environmental Protection Agency (April 1984).

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Attachment A-2

EPA REQUIREMENTS FOR QUALITY ASSURANCE PROJECT PLANS FOR ENVIRONMENTAL DATA OPERATIONS DRAFT FINAL (EPA QA/R-5) (DATED JULY 1993)

Superfund Technical Assessment & Response Team

EPA

Quality Assurance
Management Staff

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EPA REQUIREMENTS FOR QUALITY ASSURANCE PROJECT PLANS FOR ENVIRONMENTAL DATA OPERATIONS

EPA QA/R-5

United States Environmental Protection Agency
Quality Assurance Management Staff

Washington, DC 20460

DRAFT FINAL

JULY 1993

FOREWORD

The U.S. Environmental Protection Agency (EPA) has developed the Quality Assurance Project Plan (QAPP) as an important tool for project managers and planners to document the type and quality of data needed for environmental decisions and to use as the blueprint for collecting and assessing those data from environmental programs. The development, review, approval, and implementation of the QAPP is part of the mandatory Agency-wide Quality System that requires all organizations performing work for EPA to develop and operate management processes and structures for assuring that data or information collected are of the needed and expected quality for their desired use. The QAPP is an integral part of the fundamental principles of Quality Management which form the foundation of the Agency's Quality System.

This document is one of the *U.S. Environmental Protection Agency Quality System Series* requirements and guidance documents that describe the Agency's policies and procedures for planning, implementing, and assessing the effectiveness of the Quality System. Requirements documents establish specific criteria and mandatory elements for quality assurance (QA) and quality control (QC) activities. Guidance documents provide suggestions and recommendations of a non-mandatory nature.

This document contains the same text as Chapter 5 of the *U.S. EPA Quality Manual*, which defines internal QAPP requirements for EPA organizations.

EPA believes that a two-tiered quality management structure is best suited to address both the organizational and program decision-making aspects of quality assurance/quality control (QA/QC) systems applied to environmental programs. The components of this two-tiered structure are given on the following page.

The purpose of this document is to provide detailed requirements on the contents of QAPPs for organizations conducting environmental programs which involve the collection and evaluation of environmental data. The document assumes that appropriate management systems for quality assurance (QA) have been established by the implementing organization and are operational. If this is not the case, the user should consult the following references:

EPA QA/R-1	EPA Quality Systems Requirements for Environmental Programs
EPA QA/G-2	Guidance for Developing, Reviewing, and Implementing Quality Management Plans

A companion document to this one provides suggestions on preparing, reviewing,

and implementing QAPPs. This document is:

EPA QA/G-5	Guidance for Preparing, Reviewing, and Implementing Quality Assurance Project Plans for Environmental Programs

Copies of EPA Quality System Series documents may be obtained from the following source:

U.S. EPA
ORD Publications Office
Center for Environmental Research Information (CERI)
26 W. Martin Luther King Drive
Cincinnati, OH 45268

Phone: (513) 569-7562

U.S. ENVIRONMENTAL PROTECTION AGENCY
QUALITY SYSTEM COMPONENTS

EPA Order 5360.1
and
EPA Quality Systems
Requirements for
Environmental Programs
(EPA QA/R-1)

Organizational Level

Human Resources
Development:
Training
Communications
Recognition

Quality
Management Plans
(QMPs)

Management
Systems Reviews
(MSRs)

Program Level

Quality in
Project
Management

Data
Quality
Objectives
Process

Quality Assurance
Project Plans
(QAPPs)

Technical
and Data
Quality
Assessments

Standard
Operating
Procedures
(SOPs)

Computer
Hardware and
Software

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APPENDIX A

TERMS AND DEFINITIONS

Activity - an all-inclusive term describing a specific set of operations or related tasks to be performed, either serially or in parallel (e.g., research and development, field sampling, analytical operations, equipment fabrication), that in total result in a product or service.

Assessment - the evaluation process used to measure the performance or effectiveness of a system and its elements. In this Standard, assessment is an all-inclusive term used to denote any of the following: audit, performance evaluation, management systems review, peer review, inspection, or surveillance.

Audit - a planned and documented investigative evaluation of an item or process to determine the adequacy and effectiveness as well as compliance with established procedures, instructions, drawings, QAPPs, and/or other applicable documents.

Characteristic - any property or attribute of a datum, item, process, or service that is distinct, describable, and/or measurable.

Computer Program - a sequence of instructions suitable for processing by a computer. Processing may include the use of an assembler, a compiler, an interpreter, or a translator to prepare the program for execution. A computer program may be stored on magnetic media, and be referred to as "software," or may be stored permanently on computer chips, and be referred to as "firmware." Computer programs covered by this Standard are those used for design analysis, data acquisition, data reduction, data storage (data bases), operation or control, and data base or document control registers when used as the controlled source of quality information.

Contractor - any organization or individual that contracts to furnish services or items or perform work.

Corrective Action - measures taken to rectify conditions adverse to quality and, where necessary, to preclude their recurrence.

Customer - any individual or organization for whom items or services are furnished or work performed in response to defined requirements and expectations.

Data Quality Objectives (DQOs) - a statement of the precise data, the manner in which such data may be combined, and the acceptable uncertainty in those data in order to resolve an environmental problem or condition. This may also include the criteria or specifications needed to design a study that resolves the question or decision addressed by the DQO process.

Data Quality Objectives Process - a Total Quality Management (TQM) tool developed by the U.S. Environmental Protection Agency to facilitate the planning of environmental data collection activities. The DQO process asks planners to focus their planning efforts by specifying the use of the data (the decision), the decision criteria, and their tolerance to accept an *incorrect* decision based on the data. The products of the DQO process are the DQOs. (See also Graded Approach)

Data Usability - the process of ensuring or determining whether the quality of the data produced meets the intended use of the data.

Design Review - a documented evaluation by a team, including personnel other than the original designers, the responsible designers, the customer for the work or product being designed, and a QA representative, to determine if a proposed design will meet the established design criteria and perform as expected when implemented.

Engineered Environmental Systems - an all-inclusive term used to describe pollution control devices and systems, waste treatment processes and storage facilities, and site remediation technologies and their components that may be utilized to remove pollutants or contaminants from the environment. Examples include wet scrubbers (air), soil washing (soil), granulated activated carbon unit (water), and filtration (air, water). Usually, this term will apply to hardware-based systems; however, it will also apply to methods or techniques used for pollutant reduction or containment of contamination to prevent further movement of the contaminants, such as capping, solidification or vitrification, and biological treatment.

Environmental Conditions - the description of a physical medium (e.g., air, water, soil, sediment) or biological system expressed in terms of its physical, chemical, radiological, or biological characteristics.

Environmental Data - any measurements or information that describe environmental processes or conditions, or the performance of engineered environmental systems.

Environmental Data Operations - work performed to obtain, use, or report information pertaining to environmental processes and conditions.

Environmental Monitoring - the process of measuring or collecting environmental data.

Environmental Processes - manufactured or natural processes that produce discharges to or impact the ambient environment.

Environmental Programs - an all-inclusive term pertaining to any work or activities involving the environment, including but not limited to: characterization of environmental processes and conditions; environmental monitoring; environmental research and development; the design, construction, and operation of engineered environmental systems; and laboratory operations on environmental samples.

Financial Assistance - the process by which funds are provided by one organization (usually

government) to another organization for the purpose of performing work or furnishing services or items. Financial assistance mechanisms include grants, cooperative agreements, and government interagency agreements.

Graded Approach - the process of basing the level of application of managerial controls applied to an item or work according to the intended use of the results and the degree of confidence needed in the quality of the results. (See Data Quality Objectives Process)

Hazardous Waste - any waste material that satisfies the definition of "hazardous waste" as given in 40 CFR Part 261, "Identification and Listing of Hazardous Waste."

Independent Assessment - an assessment performed by a qualified individual, group, or organization that is not a part of the organization directly performing and accountable for the work being assessed.

Inspection - examination or measurement of an item or activity to verify conformance to specific requirements.

Item - an all-inclusive term used in place of the following: appurtenance, facility, sample, assembly, component, equipment, material, module, part, product, structure, subassembly, subsystem, system, unit, documented concepts, or data.

Management - those individuals directly responsible and accountable for planning, implementing, and assessing work.

Management System - a structured non-technical system describing the policies, objectives, principles, organizational authority, responsibilities, accountability, and implementation plan of an organization for conducting work and producing items and services.

Management Systems Review (MSR) - the qualitative assessment of a data collection operation and/or organization(s) to establish whether the prevailing quality management structure, policies, practices, and procedures are adequate for ensuring that the type and quality of data needed are obtained.

May - denotes permission but not a requirement.

Method - a body of procedures and techniques for performing an activity (e.g., sampling, chemical analysis, quantification) systematically presented in the order in which they are to be executed.

Mixed Waste - hazardous waste material as defined by 40 CFR 261 (RCRA) and mixed with radioactive constituents.

Must - denotes a requirement that has to be met.

Peer Review - a documented critical review of work generally beyond the state of the art or

characterized by the existence of potential uncertainty. The peer review is conducted by qualified individuals (or organization) who are independent of those who performed the work, but are collectively equivalent in technical expertise (i.e., peers) to those who performed the original work. The peer review is conducted to ensure that activities are technically adequate, competently performed, properly documented, and satisfy established technical and quality requirements. The peer review is an in-depth assessment of the assumptions, calculations, extrapolations, alternate interpretations, methodology, acceptance criteria, and conclusions pertaining to specific work and of the documentation that supports them. Peer reviews provide an evaluation of a subject where quantitative methods of analysis or measures of success are unavailable or undefined, such as in research and development.

Performance Evaluation (PE) - a type of audit in which the quantitative data generated in a measurement system are obtained independently and compared with routinely obtained data to evaluate the proficiency of an analyst or laboratory.

Procedure - a documented set of steps or actions that systematically specifies or describes how an activity is to be performed.

Process - an orderly system of actions that are intended to achieve a desired end or result. Examples of processes include analysis, design, data collection, operation, fabrication, and calculation.

Qualified Data - any data that have been modified or adjusted as part of statistical or mathematical evaluation, data validation, or data verification operations.

Quality - the sum of features and properties/characteristics of a process, item, or service that bears on its ability to meet the stated needs and expectations of the user.

Quality Assurance (QA) - an integrated system of management activities involving planning, implementation, assessment, reporting, and quality improvement to ensure that a process, item, or service is of the type and quality needed and expected by the customer.

Quality Assurance Program Description/Plan - see Quality Management Plan

Quality Assurance Project Plan (QAPP) - a formal document describing in comprehensive detail the necessary QA, QC, and other technical activities that must be implemented to ensure that the results of the work performed will satisfy the stated performance criteria.

Quality Control (QC) - the overall system of technical activities that measures the attributes and performance of a process, item, or service against defined standards to verify that they meet the stated requirements established by the customer.

Quality Improvement - a management program for improving the quality of operations. Such management programs generally entail a formal mechanism for encouraging worker recommendations with timely management evaluation and feedback or implementation.

Quality Indicators - measurable attributes of the attainment of the necessary quality for a particular environmental decision. Indicators of quality include precision, bias, completeness, representativeness, reproducibility, comparability, and statistical confidence.

Quality Management - that aspect of the overall management system of the organization that determines and implements the quality policy. Quality management includes strategic planning, allocation of resources, and other systematic activities (e.g., planning, implementation, and assessment) pertaining to the quality system.

Quality Management Plan (QMP) - a formal document that describes the quality system in terms of the organizational structure, functional responsibilities of management and staff, lines of authority, and required interfaces for those planning, implementing, and assessing all activities conducted.

Quality System - a structured and documented management system describing the policies, objectives, principles, organizational authority, responsibilities, accountability, and implementation plan of an organization for ensuring quality in its work processes, products (items), and services. The quality system provides the framework for planning, implementing, and assessing work performed by the organization and for carrying out required QA and QC.

Radioactive Waste - waste material containing radionuclides, or contaminated by radionuclides.

Readiness Review - a systematic, documented review of the readiness for the start up or continued use of a facility, process, or activity. Readiness reviews are typically conducted before proceeding beyond project milestones and prior to initiation of a major phase of work.

Remediation - the process of reducing the concentration of a contaminant (or contaminants) in air, water, or soil media to a level that poses an acceptable risk to human health.

Research (Applied) - a process, the objective of which is to gain knowledge or understanding necessary for determining the means by which a recognized and specific need may be met.

Research (Basic) - a process, the objective of which is to gain fuller knowledge or understanding of the fundamental aspects of phenomena and of observable facts without specific applications toward processes or products in mind.

Research Development/Demonstration - Systematic use of the knowledge and understanding gained from research and directed toward the production of useful materials, devices, systems, or methods, including prototypes and processes.

Self-Assessment - Assessments of work conducted by individuals, groups, or organizations directly responsible for overseeing and/or performing the work.

Service - the category of economic activity that does not produce manufactured items. In environmental data operations or engineering projects, such activities include design, inspection, laboratory and /or field analysis, repair, and installation.

Shall - denotes a requirement that is mandatory and has to be met.

Should - denotes a guideline or recommendation.

Significant Condition - any state, status, incident, or situation of an environmental process or condition of an engineered environmental system in which the work being performed will be adversely affected in a manner sufficiently serious to require corrective action to satisfy quality objectives or specifications and safety requirements.

Software Life Cycle - the period of time that starts when a software product is conceived and ends when the software product is no longer available for routine use. The software life cycle typically includes a requirements phase, a design phase, an implementation phase, a test phase, an installation and check-out phase, an operation and maintenance phase, and sometimes a retirement phase.

Standard Operating Procedure (SOP) - a written document that details the method for an operation, analysis, or action with thoroughly prescribed techniques and steps, and that is officially approved as the method for performing certain routine or repetitive tasks.

Supplier - any individual or organization furnishing items or services or performing work according to a procurement document or financial assistance agreement. This is an all-inclusive term used in place of any of the following: vendor, seller, contractor, subcontractor, fabricator, or consultant.

Surveillance - the act of monitoring or observing a process or activity to verify conformance to specified requirements.

Technical Review - a documented critical review of work that has been performed within the state of the art. The review is accomplished by one or more qualified reviewers who are independent of those who performed the work, but are collectively equivalent in technical expertise to those who performed the original work. The review is an in-depth analysis and evaluation of documents, activities, material, data, or items that require technical verification or validation for applicability, correctness, adequacy, completeness, and assurance that established requirements are satisfied.

Technical Systems Audit (TSA) - a thorough, systematic, on-site, qualitative audit of facilities, equipment, personnel, training, procedures, record keeping, data validation, data management, and reporting aspects of a system.

Total Quality Management (TQM) - the process of applying quality management to all activities of the organization, including technical and administrative operations. See Quality Management and Quality System.

Validation - an activity that demonstrates or confirms that a process, item, data set, or service satisfies the requirements defined by the user.

Verification - the act of authenticating or formally asserting the truth that a process, item, data set, or service is, in fact, that which is claimed.

Work - the process of performing a defined task or activity (e.g., research and development, field sampling, analytical operations, equipment fabrication).

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CHAPTER I

INTRODUCTION

This document presents detailed instructions on what information must be contained in a Quality Assurance Project Plan (QAPP) for environmental data operations performed by or on behalf of EPA and on the procedures for its review and approval. Because of the diversity of Agency programs, some elements described in this document may not be used in all programs. Users of this document should assume that all of the elements described herein are required to be addressed in the QAPPs unless directed otherwise by EPA. *The final use of any or all of these elements for project-specific QAPPs will be made by individual EPA organizations who will establish the specific QAPP requirements for each project through its Quality Management Plan (QMP).* Users may expect that individual organizations may "tailor" these requirements in their implementation documents to better fit their specific needs without diluting EPA's national consistency for requirements.

Environmental programs conducted by or on behalf of the U.S. Environmental Protection Agency (EPA) involve many diverse activities that address complex environmental issues. The EPA annually spends about $500 million in the collection of environmental data[1] for scientific research and regulatory decision-making. In addition, the regulated community may spend as much as an order of magnitude more each year in complying with Agency requirements. Because of EPA's authority to regulate many activities that affect health and the environment, EPA decisions have a wide impact in terms of both quality of life and imposed costs on regulated parties.

While the scope of environmental data operations[2] for both the EPA and the regulated community is very broad, there are several important common concerns and both groups want to make decisions using the right data collected properly the first time. Rework to correct errors is expensive for all parties involved and should be avoided. Neither EPA nor the regulated community can afford to collect more or "better" data than are really needed because "better" data invariably lead to higher costs and possibly

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[1]Environmental data include any information collected or produced from measurements, analyses, or models of environmental processes or conditions, or from experimental systems representing such processes and conditions, including results from laboratory analyses.

[2]This term is used throughout this document to refer to activities involving the acquisition, analysis, and evaluation of environmental data. See Appendix A for a more complete definition.

to schedule delays.

The complexity of environmental data operations demands that a systematic process and structure be established to provide decision makers with the necessary confidence in the quality of data produced for the decisions to be made, as well as with the means to determine when the data are not fully usable and what to do about the situation. This process and structure is provided by the *Quality System* for the organization conducting the environmental data operations. EPA Order 5360.1,[1] requires that the collection of environmental data by and on behalf of the Agency be supported by a mandatory QA program, or Quality System.

Quality assurance (QA) and quality control (QC) are terms that are familiar to many, but whose differences may not be fully understood. From the EPA's view, these terms are described as follows:

- **Quality Assurance:**

  An integrated system or program of activities involving planning, quality control, quality assessment, reporting and quality improvement to ensure that a product or service meets defined standards of quality with a stated level of confidence.

- **Quality Control:**

  The overall system of routine technical activities whose purpose is to measure and control the quality of a product or service so that it meets the needs of users.

It is EPA policy[2,3] that all decisions and work involving the use of environmental data be supported by a *Quality Assurance Project Plan*. The QAPP provides a project- or task-specific blueprint of how QA and QC are applied to an environmental data operation to assure that the results obtained are of the type and quality needed and expected. The QAPP is the principal product of the planning process inasmuch as it integrates all technical and quality aspects for the life-cycle of the project, including planning, implementation, and assessment. The purpose of the QAPP is to reduce the risk of the user making an incorrect decision based on environmental data. This *risk* is different from the "human health risk" that is often the focus of environmental decisions. Here, risk refers to the consequences of wrong decisions in terms of adverse environmental impact, added time, and increased costs. Effective implementation of the QAPP should provide the best opportunity to achieve the technical and quality goals of a project.

The ultimate success of an environmental program or project depends on the quality of the environmental data collected and used in decision-making, and this may

depend significantly on the adequacy of the QAPP and its effective implementation. Quality planning is an absolutely essential component of project management and the QAPP provides the mechanism for documenting the results of the planning process. In the chapters to follow, the elements of the QAPP are discussed in detail. These elements represent the information that EPA believes to be necessary for data operations involving the characterization of environmental processes and conditions.

CHAPTER II

QUALITY ASSURANCE PROJECT PLAN REQUIREMENTS

PURPOSE

The QAPP is a critical planning document for any environmental data operation. The QAPP documents how QA and QC activities will be *planned, implemented, and assessed* during the life cycle of a program, project, or task. The QAPP is the "road map" or blueprint for how a particular project is integrated with the QA program of the organization performing the work and how the specific QA and QC activities will be applied during a particular project.

APPLICABILITY

These QAPP requirements apply to all (intramural and extramural) environmental data operations that acquire, generate, or compile environmentally-related data and that are performed by or on behalf of EPA. These operations include work performed through contracts, interagency agreements, and financial assistance agreements (e.g., cooperative agreements, grants).

It is Agency policy that no contract, work assignment, assistance agreement, or interagency agreement involving the acquisition of environmental data shall be implemented without an approved QAPP or without a condition stating that the actual collection of data shall not occur until after the QAPP is approved.

Environmental data operations encompass diverse and complex activities, and represent efforts pertaining to rulemaking, compliance with regulations, and research. Consequently, any plan that is developed to represent how QA/QC should be applied to environmental activities **must contain considerable flexibility.** This may mean, for example, that some environmental data operations, perhaps involving research projects, may only require a qualitative discussion of the experimental process and its objectives, such as a project narrative statement. Others may require extensive documentation in order to adequately describe a complex environmental program. ***This means that the content and level of detail in each QAPP will vary according to the nature of the work being performed and the intended use of the data.*** The decision on the content and level of detail should belong to the organization responsible for the work to be done. This is necessary to acknowledge and accommodate regulatory authorities that may exist and that may take some precedence over the results of the planning process. It is EPA policy that the type and quality of environmental data needed for their intended use shall be defined and

documented using the EPA Data Quality Objectives (DQO) process[4,5], or its equivalent, to the extent possible or practicable. The results of this process will largely determine the level of detail required in the QAPP.

QAPP USE CATEGORIES

Because of the diversity and variability in the mission requirements of the organizations (e.g., program offices, regions, research laboratories) comprising EPA, it is not possible to define a single checklist of elements and details needed for all QAPPs. To provide some of the needed flexibility, several EPA organizations have been categorizing QAPP requirements according to the type of work being performed and the intended use of the data. Four categories have been defined that vary the level of detail and rigor prescribed for particular QAPP. While this approach is being used most frequently by the Office of Research & Development (ORD)[6,7,8,9,10], it has applicability to other programs as well.

The Use Categories are not mandatory. They are presented as an aid to determining the level of detail that may be needed in a QAPP for a particular type of work. This approach recognizes that not all environmental data operations require QAPPs with the same level of detail. For example, data collected for compliance or enforcement decisions in a Region will require a more comprehensive QAPP than an exploratory research project conducted for an ORD R&D laboratory. The categories are:

- **Category I -** Direct Support to Rulemaking, Enforcement, Regulatory, or Policy Decisions

  These projects include environmental data operations that **directly support** rulemaking, enforcement, regulatory, or policy decisions. They also include research projects of significant national interest, such as those typically monitored by the Administrator. Category I projects require the most detailed and rigorous QA and QC for legal and scientific defensibility. Category I projects are typically stand-alone; that is, the results from such projects are sufficient to make the needed decision without input from other projects.

- **Category II -** Complementary Support to Rulemaking, Regulatory, or Policy Decisions

  These projects include environmental data operations that **complement** other projects in support of rulemaking, regulatory, or policy decisions. Such projects are of sufficient scope and substance that their results could be combined with those from other projects of similar scope to provide the necessary information for decisions. Category II projects may also include certain high-visibility projects as defined by EPA management.

- **Category III -** Interim Studies

  These projects include environmental data operations performed as interim steps in a larger group of operations. Such projects include testing research hypotheses, estimating effects, developing methods, and other work producing results that are used to evaluate and select options for interim decisions or to perform feasibility studies or preliminary assessments of unexplored areas for possible future work.

- **Category IV -** Basic Studies

  These are projects involving environmental data operations to study basic phenomena or issues, including proof of concept and qualitative screening for particular analytical species.

The determination of a project's category is made by the EPA QA Manager in consultation with the EPA project manager in the organization[3] responsible for the work. Where no category is given, the preparer of the QAPP shall assume that it is a Category I project. It should be noted that projects may contain specific tasks or subtasks that vary in the level of QA/QC requirements. Such conditions should be considered when deciding on the Use Category for a particular project.

QAPP REQUIREMENTS

Chapter III, which follows, contains the descriptions of the QAPP elements that may be required for EPA environmental programs. Appendices B, C, and D list the minimum elements necessary for typical Category I QAPPs for EPA organizations in Headquarters and Program Offices, Regional Offices, and ORD Laboratories, respectively.

In some cases, it may be necessary for special requirements to be added to the QAPP that are not included in this document. When this occurs, such additional elements must also be addressed by the QAPP in the same manner as the elements listed in this document.

The EPA organization sponsoring the work shall delineate any specific requirements beyond those listed in the appropriate Appendix. If none are specified, the QAPP shall address all elements specified in that Appendix. Attached documentation, such as an approved Work Plan, Standard Operating Procedures (SOPs), etc., may be referenced

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[3]Organization refers to the EPA Program Office, Region, or ORD Laboratory having an approved Quality Management Plan that describes its quality system for planning, implementing, and assessing environmental programs.

in response to a particular QAPP element. This is, in fact, encouraged to reduce the time required to prepare the QAPP. The QAPP shall also address related QA planning documentation (e.g., Quality Management Plans, QA Project Plans) from subcontractors or suppliers of services critical to the technical and quality objectives of the project or task. In any case, all referenced documents must be attached to the QAPP itself or be placed on file with the appropriate EPA office for routine referencing when needed. Such references must be kept current by the submitter.

QAPP PROCESS RESPONSIBILITIES AND APPROVALS

EPA believes that the necessary flexibility in content and level of detail in the QAPP may be achieved by having the QAPP requirements reviewed and confirmed by the EPA project manager (or officer)[4] with the assistance and concurrence of the EPA QA Manager. In some cases, the authority to review and approve QAPPs has been delegated to a QA Coordinator in another part of the organization covered by the Quality Management Plan (QMP). In other cases, the authority to review and approve QAPPs has been delegated by EPA to another organization (i.e., a state or Federal agency). In such cases, the EPA Project Officer and QA Manager may not be involved in the review and approval steps and, in fact, may never see the QAPPs.

The QAPP may be prepared by different groups. The QAPP may be prepared by the EPA principal investigator for an in-house project and the QAPP may be reviewed by the principal investigator's immediate supervisor before it goes to the QA manager. The QAPP may be prepared by a contractor or an assistance agreement holder. In addition, the QAPP may be prepared by another Federal agency under an interagency agreement. These specific situations must be addressed in the organization's QMP to establish how, when, and by whom review, approval, and effective oversight of QAPPs occurs.

The following general responsibilities for the listed personnel apply to the preferred process for the preparation, review, and approval of QAPPs:

Preparation

- **Project Manager:** It is the project manager's responsibility to determine and specify the necessary QA/QC elements to enable the project to be planned, implemented, and assessed in order to satisfy the technical and quality expectations of the work effectively.

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[4]This term refers to the responsible EPA official for the project and includes such descriptors as project officer, work assignment manager, and principal investigator.

- **QA Manager/QA Coordinator:** It is the responsibility of the QA manager (or delegated coordinator) to review the QAPP against the stated requirements of the organization to ensure that sufficient QAPP elements have been included to address the needs of the project or task.

- **QAPP Preparer(s):** It is the responsibility of the group preparing the QAPP to provide sufficient level of detail for each QAPP element to enable the customer project manager and QA manager (or delegated QA Coordinator) to judge the acceptability of the QAPP for the particular project or task. This group should include representatives of all organizations expected to be involved in the project (e.g., sampling personnel, analytical laboratories, data processors, risk assessors, and project planners).

Review

- **QAPP Preparer:** The completed QAPP must be reviewed and approved by the preparer before it is submitted for formal review to the customer project manager and the QA manager.

- **Project Manager:** The QAPP must be reviewed by the project manager of the organization for which the work is being performed to determine if the QAPP submitted has adequately addressed the technical requirements. If revisions to the draft QAPP are found to be necessary, it is the responsibility of the submitting organization to promptly make the revisions and to re-submit the QAPP for review.

- **QA Manager/QA Coordinator:** The QAPP must be reviewed by the QA manager (or delegated QA Coordinator) of the organization for which the work is being performed to determine if the QAPP submitted has adequately addressed the QA requirements and can be implemented. If revisions to the draft QAPP are found to be necessary, it is the responsibility of the submitting organization to promptly implement the revisions and to re-submit the QAPP for review.

Approval

- **Project Manager:** The QAPP is approved for implementation by the project manager subject to the approval of the QA manager.

- **QA Manager/QA Coordinator:** The QAPP is approved by the QA manager or delegated QA Coordinator.

In some cases, additional management approvals and/or concurrences may be required, in part to ensure that the "customer" will receive the type and quality of data needed for the intended use. The "customer" is the authority requesting the work and is usually the primary data user.

- When the requesting authority for the project is in EPA and has direct line authority over the project manager, then the project manager may be considered to be the customer's representative.

- When the EPA requesting authority is not in direct authority over the project manager, then the EPA "customer" should also have approval authority for the QAPP. This situation occurs, for example, when a Region requests a project that is managed by ORD, or when a compliance test is performed by a regulated group.

It is the responsibility of the project manager and the QA manager of the organization for which the work is being performed to assure that all reviews are conducted in a timely manner. However, the appropriate representative of the "customer" is responsible for ensuring that the project manager and the QA manager are aware of the need for customer approvals.

None of the environmental work addressed by the QAPP may be started until the initial QAPP has been approved and distributed to project personnel. In some cases, EPA may grant **conditional approval** to a QAPP to permit some work to begin while non-critical deficiencies in the QAPP are being resolved. The decision is at the discretion of the reviewer in consultation with the Project Manager for the work. It is the responsibility of the organization performing the work to assure that no environmental data are acquired before the QAPP is approved and received by project personnel.

QAPP IMPLEMENTATION AND REVISION

It is EPA policy that all approved QAPPs shall be implemented for the intended work. It is the responsibility of the group performing the work to implement the approved QAPP and to ensure that all personnel involved in the work have copies of the approved QAPP and all other necessary planning documents and understand their requirements prior to the start of data generation activities.

Because of the complex and diverse nature of environmental data operations, changes to original plans are often needed. When such changes occur, it is the responsibility of the Project Manager for whom the work is being performed to determine if the change significantly impacts the technical and quality objectives of the project. This determination should be done in consultation with the QA Manager. When substantive change is contemplated, the originator of the QAPP shall modify the QAPP as necessary

to document the change and submit the revision for approval by the same parties as for the original review. Only after the revision has been approved and receipt of the change (at least verbally with written follow-up) by the project personnel performing the work, shall the change be implemented.

It is absolutely essential that the QAPP be kept current and that all personnel involved in the work effort have a current version of the QAPP available. For programs or projects of long duration, such as multi-year monitoring programs, the QAPPs shall be reviewed at least annually by the Project Manager, revised if necessary to reflect current needs, and resubmitted for review and approval.

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CHAPTER III

QAPP ELEMENTS

All projects involving the generation, acquisition, and use of environmental data shall be planned and documented. The QAPP is the logical product of the planning process and must provide sufficient detail to demonstrate that:

- the intended measurements or data acquisition methods are appropriate for achieving project objectives;
- assessment procedures (including QA and QC) are sufficient for obtaining data of the type and quality needed and expected; and
- any limitations on the use of the data can be identified and documented.

Environmental data operations require the coordinated efforts of many individuals, including managers, engineers, scientists, chemists, statisticians, and others. The QAPP must integrate the contributions and requirements of everyone involved into a clear, concise "blueprint" of what is to be accomplished, how it will be done, and by whom. This means it must provide understandable instructions to those who must implement all parts of the QAPP, including the field sampling team, the analytical laboratory, and the data reviewers. In all aspects of the QAPP, the use of national standards and practices, and inclusion of standard operating procedures is encouraged.

The QAPP elements that follow are presented in an order corresponding to planning, implementation, and assessment. They have been grouped for convenience into four types of elements. These elements are cross-referenced to the logical QAPP use categories defined in Chapter II. The individual QAPP elements are numbered sequentially within each group. The four types of elements and their intent are summarized as follows:

A <u>Project Management</u> - This group of QAPP elements covers the basic area of project management, including the project history and objectives, roles and responsibilities of the participants, etc. These elements ensure that the project has a goal, that the participants understand the goal and the approach to be used, and that project planning is documented.

B <u>Measurement/Data Acquisition</u> - This group of QAPP elements covers all

of aspects of measurement systems design and implementation, ensuring that appropriate methods for sampling, analysis, data handling, and QC are employed and will be thoroughly documented.

C Assessment/Oversight - This group of QAPP elements addresses the activities for assessing the effectiveness of the implementation of the project and associated QA/QC. The purpose of assessment is to ensure that the QAPP is implemented as prescribed.

D Data Validation and Usability - This group of QAPP elements covers the QA activities that occur after the data collection phase of the project is completed. They ensure that the individual data elements conform to the specified criteria, thus enabling reconciliation with the project objectives.

The Use Categories and elements are summarized in the following chart. As stated earlier, the determination of a project's category and the actual QAPP elements required is made by the EPA QA Manager in consultation with the EPA project manager. Following the chart, each element is described in detail.

USE CATEGORY CHART

CATEGORY	ELEMENT	DESCRIPTION
PROJECT MANAGEMENT		
I, II, III, IV	A1	Title and Approval Sheet
I, II, III	A2	Table of Contents
I, II, III, IV	A3	Distribution List
I, II, III, IV	A4	Project/Task Organization
I, II, III, IV	A5	Problem Definition/Background
I, II, III	A6	Project/Task Description
I, II, III	A7	Data Quality Objectives for Measurement Data
IV	A8	Project Narrative (ORD Only)
I	A9	Special Training Requirements/Certification
I, II, III	A10	Documentation and Records
MEASUREMENT/DATA ACQUISITION		
I, II, III	B1	Sampling Process Design (Experimental Design)
I, II, III	B2	Sampling Methods Requirements
I, II, III	B3	Sample Handling and Custody Requirements
I, II, III	B4	Analytical Methods Requirements
I, II, III	B5	Quality Control Requirements
I, II	B6	Instrument/Equipment Testing, Inspection, and Maintenance Requirements
I, II, III	B7	Instrument Calibration and Frequency
I	B8	Inspection/Acceptance Requirements for Supplies and Consumables
I, II, III	B9	Data Acquisition Requirements (Non-direct Measurements)
I, II	B10	Data Management
ASSESSMENT/OVERSIGHT		
I, II, III	C1	Assessments and Response Actions
I, II, III	C2	Reports to Management

USE CATEGORY CHART
(CONTINUED)

CATEGORY	ELEMENT	DESCRIPTION
DATA VALIDATION AND USABILITY		
I, II, III	D1	Data Review, Validation, and Verification Requirements
I, II	D2	Validation and Verification Methods
I, II, III	D3	Reconciliation with Data Quality Objectives

GROUP A PROJECT MANAGEMENT

A1 Title and Approval Sheet (I, II, III, IV)

Include:

- Title of the plan
- Name of the organization(s) implementing the project
- Names, titles, signatures of appropriate approving officials and approval dates for:

  Organization's Project Manager
  Organization's Quality Assurance Manager
  EPA Project Manager *(Required)*
  EPA Quality Assurance Manager *(Required)*
  Others, as needed (e.g., State, other Federal Agency)

A2 Table of Contents (I, II, III)

List the sections, figures, tables, references, and appendices. Document control format may be required at the option of the Project Manager and QA Manager. When required, use document control format in the upper right-hand corner of each page following the Title and Approval Sheet. For example:

Section No. _____
Revision No. _____
Date _____
Page ___ of ___

A3 Distribution List (I, II, III, IV)

List the individuals and their organizations who will receive copies of the approved QAPP and any subsequent revisions. Include all managers who are responsible for implementing the plan, as well as the QA managers and representatives of all groups involved.

A4 Project/Task Organization (I, II, III)

Identify the individuals or organizations participating in the project and discuss their specific roles and responsibilities. Include the principal data users and the decision-makers. The project quality assurance manager shall be independent of the unit generating the data. This does not include senior officials, such as corporate managers or agency administrators, who are nominally but not functionally involved in data generation, data use, or decision-making. The QAPP should also identify the person(s) responsible for approving and accepting final products and deliverables.

Provide a concise organization chart showing the relationships and the lines of communication among all project participants. Include other data users who are outside of the organization generating the data, but for whom the data are nevertheless intended; e.g., modelers, risk assessors, design engineers, toxicologists, etc. Where direct contact between project managers and data users does not occur, such as, between a project consultant for a Potentially Responsible Party and EPA risk assessment staff, the organization chart should show the route by which information is exchanged. The organization chart should also identify any subcontractor relationships relevant to environmental data operations. This chart should be realistic and practical, and should reflect only actual lines of authority and communication for the project described.

A5 Problem Definition/Background (I, II, III)

State the specific problem to be solved or decision to be made. Include sufficient background information to provide a historical perspective for this particular project. For example, this would include the regulatory or alleged toxic exposure situation that led to the need for this project. The discussion must include enough information about the problem, the past history, any previous work or data, and any regulatory or legal context to allow a technically-trained reader to make sense of the project objectives and activities. This discussion also identifies the decision maker(s) and the principal customer(s) for the results. (When the Data Quality Objectives [DQO] process has been used, this information should be readily available.)

A6 Project/Task Description (I, II, III)

Provide a description of the work to be performed or the hypothesis to be tested. This discussion may not need to be lengthy or overly detailed, but it should give a overall picture of how the project will resolve the problem or

question described in A5. Describe in general terms the following, as needed:

- Measurements that are expected during the course of the project and the approach that will be used.

- Applicable technical, regulatory, or program-specific quality standards, criteria, or objectives.

- Any special personnel and equipment requirements that may indicate the complexity of the project.

- The assessment tools needed (i.e., program technical reviews, peer reviews, surveillances, and technical audits as needed and/or specified by the QMP) for the project.

- A schedule for the work to be performed.

- Project and quality records required, including the types of reports needed.

A7 Data Quality Objectives for Measurement Data (I, II, III)

Any QAPP must include a statement of the project quality objectives, even in those cases in which the formal DQO Process is not needed. These objectives in the DQO Process are the hypotheses that are to be proved or disproved and the quality necessary to support or defend the results obtained. Data quality objectives should be stated in quantitative terms to the extent possible:

date

> Example: UV Treatment of Contaminated Groundwater. "The purpose of this project is to demonstrate that the residual trichloroethene concentration in the treated water is less than 0.5 μg/L at a confidence level of 95 percent."

Without such quantitative goals, it is difficult to know whether the selected analytical method is sufficiently sensitive or precise, or whether a sufficient number of samples are being collected. Sometimes, of course, project objectives must be stated somewhat less quantitatively, particularly in those situations when the use of the formal DQO Process is not needed.

> Example: Oil Spill Remediation. "One objective of this project is to determine whether the populations of clams, mussels, and sand fleas

recover more rapidly in the treated than the untreated area."

Example: Epidemiology Study. "The purpose of this project is to determine whether the concentrations of indoor NO_2 and soot are greater in the residences of lung cancer patients than in the residences of healthy persons."

Describe the **scope** of the project; that is, the domain (geographical locale, environmental medium, time period, etc.) over which conclusions and decisions will apply. State the time, resource, or other constraints on the measurement project. Identify the data needed and how they will be used in the decision-making process. List or explain the following:

- the intended uses of the data, in order of importance;
- the decisions to be made for which data are needed;
- the expected users of the data.

Consider the **prioritized data uses and decisions** stated in the Project Description. *If possible, prepare tables and lists of the following information* from the combined inputs of decision-makers, data users, and project design staff:

- Data needed: measurement parameters, compounds, and sample matrices.

- The action levels or standards upon which decisions will be made, including the detection limits and data reporting units. Cite the source(s) of this information.

- The summary statistic(s), e.g., mean, maximum, range, etc., which specify the form the data will be in when compared against action levels or standards.

- The acceptable level of confidence in the data needed for the stated purposes; or the acceptable amount of uncertainty. One way of estimating uncertainty is to sum the probabilities of committing Type I (false positive) and Type II (false negative) measurement errors.

Specify the quality of data that is needed to achieve project objectives. Data quality is typically specified in terms of detection or quantitation limits, accuracy, and precision. However, simply listing requirements for precision, accuracy, and completeness without further discussion is not sufficient. Even statements such as "accuracy will be measured as percent

recovery of a matrix spike sample" are of marginal help. In specifying data quality, it is thus essential to specify exactly how such quality will be measured and interpreted.

> Example: A possible statement of accuracy requirement: "Accuracy will be measured a minimum of five times throughout this project by the analysis of standard reference materials No. 956B. Recovery of TCE from this SRM should average 85 percent or greater, with a relative standard deviation of no more than 20 percent."

Data specifications should also be distinguished from the specific quality control procedures that are routinely carried out as part of each measurement. Quality control procedures are used while carrying out specific procedures; data specifications are used for selecting the appropriate methods and quality control criteria.

Tabulate the quantitative **sensitivity, precision, accuracy, and completeness** goals for each major measurement **parameter** (including all pollutant and process measurements) for each sample matrix, based on the DQO statements. The QAPP may need to define different types of sensitivity (i.e., qualitative, quantitative, screening, etc.) that may be appropriate for different parts of the project.

The quantitative goals should reflect the *total measurement*, if possible, or address the field, laboratory, and data handling components separately. In the event there is no basis for defining data quality goals for the project, goals may be estimated based on prior knowledge of the measurement system, and on method validation studies (using replicates, spikes, standards, recovery, studies, etc.) Explain the circumstances under which these goals were established.

If defining quantitative goals is not relevant for certain measurements, indicate this and state the reason.

State the units of expression of the precision and accuracy goals; these should correspond to the methods selected to assess data precision, accuracy.

State the goals for achieving data **representativeness and comparability**, and the planning considerations for attaining these goals (some examples follow.) Unlike precision, accuracy, and completeness, these objectives are not usually expressed or assessed quantitatively.

- Data representativeness is the degree to which the environmental samples truly reflect the population or material in the real world. It can be affected by the time, place, and manner by which the samples are collected. In many cases, project planners account for the difficulty in knowing when, where, and how to collect representative samples by:

  - developing statistical and/or random sampling networks,
  - collecting more samples than would otherwise be needed,
  - collecting samples at several different phases of natural or anthropogenic cycles,
  - sampling at different locations within the project area, and
  - verifying and validating the sampling techniques in separate studies.

  The QAPP should reflect these and other methods for achieving and demonstrating the representativeness of the samples to be controlled.

- Data comparability is dependent upon consistency in sampling conditions, selection of sampling procedures, sample preservation methods, analytical methods, and data reporting units, throughout the project, and with previous projects with which these results will be compared.

The DQOs for compliance and/or enforcement projects in the Regions are usually not within the control of the EPA project manager and QA manager. They are specified in the regulation, permit, order, etc. Whether or not those objectives satisfy the requirements of this document, they are absolutely required. Often the DQOs are not expressible in the terms stated here, such as precision, accuracy, or comparability. The affected source is simply required to follow a specified method. In such cases, it is sufficient for the portion of the QAPP addressing DQOs to state that the testing will satisfy the regulatory requirements specified. This does not, however, relieve the project manager or QA manager from their responsibility to comply with all other applicable QAPP requirements in this document.

Discuss in a narrative form the following issues as they pertain to the project or task, as needed:

- anticipated use of the data,
- how (quantitatively or qualitatively) the success of the project or task will be determined (A7, D3),
- survey design requirements and description (B1),
- sample type and sampling location requirements (B2),
- sample handling and custody requirements (B3),
- selection of analytical methods (B4),
- calibration and performance evaluation samples for sampling and analytical methods used (B5),
- sampling or analytical instrumentation requirements (B6),
- plans for peer or readiness reviews prior to data collection (C1), and
- any on-going assessments during actual operation (oversight) (C1).

QAPP elements corresponding to the items to be addressed in the narrative are given in parentheses. The narrative should allow technical or QA readers to relate the project or task to the DQOs and to the Problem Definition stated earlier in the QAPP. Since this element addresses in narrative form many other QAPP elements, it is not necessary to specifically include those elements in a Category IV QAPP. Moreover, because the elements listed above are to be addressed in more detail in Category I, II, and III QAPPs, it is not necessary to require this element for those categories.

A9 Special Training Requirements/Certification (I)

Identify and describe any specialized training or certification requirements for personnel in order to successfully complete the project or task. Discuss how such training will be provided and how the necessary skills will be assured and documented.

A10 Documentation and Records (I, II, III)

Itemize the information and records which must be included in a data report package for the project or task, and specify the reporting format, if desired. Documentation can include raw data, instrument printouts, and results of calibration and QC checks. Specify the laboratory data reporting turnaround time. Specify whether a field sampling and/or laboratory

analysis "case narrative"[5] is required to provide a complete description of any difficulties encountered during sampling or analysis.

Specify any requirements for the final disposition of records and documents from the project, including location and length of retention period.

GROUP B MEASUREMENT/DATA ACQUISITION

The following QAPP elements describe the requirements related to the actual methods to be used for the:

- collection, handling, and analysis of samples;
- direct measurement of parameters that do not require the actual collection of a sample; and
- the management (i.e., compiling, handling) of the data.

The methods described in these elements may have been cited earlier in element A6; however, the purpose here is to include sufficient detailed information to ensure that the methods are verified and documented. As long as the designated methods are well documented and are readily available to all project participants, specific citations are adequate. If these methods are not readily available, detailed copies of the methods and/or SOPs must accompany the QAPP as attachments.

B1 Sampling Process Design (Experimental Design) (I, II, III)

Outline in general terms the experimental design of the project and the anticipated project activities, including the types of samples required, sampling network design, sampling frequencies, sample matrices, measurement parameters of interest, and the rationale for the design. If individual sampling plans will be developed for discrete project phases, include their preparation schedule.

Describe techniques or guidelines to be followed in selecting sampling points and frequencies, well installation design (when applicable), and sampling equipment. When field screening techniques will be used to

[5] "Case Narrative" refers to an annotated summary of the analytical work performed by a laboratory that describes in narrative form what activities were performed and identifies any problems encountered. The case narrative provides additional information to user in interpreting the data received.

identify samples for laboratory analysis, describe the criteria for sample selection. Similarly, when locational data are to be collected, stored, and transmitted, the method(s) used must be specified and described (or referenced). Key elements to be addressed include how locations and their accuracy are determined.

All measurements should be classified as critical (i.e., required to achieve project objectives) or non-critical (informational purposes only). Critical measurements will undergo closer scrutiny during the review and data gathering process, and will have first-claim on limited budget resources.

For non-standard methods or unusual sample matrices and situations, appropriate method validation information is included at this point. If previous validation studies are not available, they must be developed during the project and included as part of the project results. It is very important for this element to include complete documentation and validation of both the sampling and analytical methodologies. Identifying standard methods by number, date, and regulatory citation (as appropriate) is often sufficient. However, many published (and even regulatory) methods allow the user to select from various options. The method citations should state *exactly* which options are being selected.

Measurement of process conditions is often essential to a project (e.g., industrial plant or control equipment operation associated with a compliance test, meteorological parameters associated with impoundment volatization). In such cases, the experimental design must include the design and validation techniques as described above.

B2 Sampling Methods Requirements (I, II, III)

Describe the procedures for collecting samples. Identify the required sampling methods (and/or equipment, if automated), including any implementation requirements, decontamination procedures and materials needed, and any specific performance requirements for the method. For each sampling method, identify any support facilities needed. The discussion should also address what to do if there is a failure in the sampling or measurement system and who is responsible for corrective action.

Describe the preparation and decontamination of sampling equipment, including disposal of decontamination by-products; the selection and preparation of sample containers, sample volumes, preservation methods, and maximum holding times to sample extraction and/or analysis. A tabular presentation format is strongly recommended, particularly when two

or more sample matrices are involved.

B3 Sample Handling and Custody Requirements (I, II, III)

Describe the provisions for sample handling and shipment, taking into account the nature of the samples and the maximum allowable sample holding times before extraction or analysis. Describes the following provisions for sample custody, in both the field and the laboratory:

- Forms, notebooks and procedures to record the exact location and ambient conditions associated with sample collection, possession and analysis. In the laboratory, a sample custody log should be maintained.
- Examples of sample documentation forms, such as sample labels, custody seals, and chain-of-custody forms.
- Labeling procedures and information entered on the forms, including sample preservation, if any, and dates and times of sample transfer and analysis.
- Procedures for transferring and maintaining custody of samples.

B4 Analytical Methods Requirements (I, II, III)

Identify the analytical methods and/or equipment required, including any extraction methods needed, decontamination procedures and materials needed, and any specific performance requirements for the method. Also should address what to do if there is a failure in the analytical system and who is responsible for corrective action.

B5 Quality Control Requirements (I, II, III)

Discuss QC procedures that should be associated with each sampling, analysis, or measurement technique. Such specific procedures are performed routinely during the measurement process, and the results are required to be evaluated immediately by the technician upon completion of the test. Results must fall within certain acceptance criteria, or specific corrective action is required. For projects at or beyond the "proof-of-concept" stage, or for projects employing well-characterized methods, this section should list each required QC procedure, along with the associated

acceptance criteria and corrective action. Because standard methods are often vague or incomplete in specifying QC requirements, simply relying on the cited method to provide this information is usually insufficient. In any case, QC procedures must frequently be modified on a project-specific basis in order to meet data specifications.

QC procedures must be compatible with the data specifications discussed above. This means, if a measurement must be precise within ±20 percent, the stability of calibration checks must be somewhat better than ±20 percent. For some research-oriented projects the analytical technique may not be available until well into the project. In such instances, detailed QC requirements may not need to be specified in the initial QAPP. More appropriately, the initial document might specify general requirements for precision, accuracy, and detection limits, and the means of achieving these goals would be developed by the principal investigator during the course of the project.

List the required QC checks, such as matrix spikes, duplicates, blanks, laboratory control samples, surrogates, or second column confirmation. State the frequency of analysis for each type of QC check, and the spike compounds and levels. State or reference the required control limits for each QC check and corrective action required when control limits are exceeded.

Describe the procedures to be used to calculate each of the QC statistics, including the QC checks described in the preceding paragraph as well as precision and accuracy (bias). Copies of the formulas are acceptable as long as the accompanying narrative or explanation specifies clearly how the calculations will address difficult situations such as missing data values and "less than" or "greater than" values.

B6 Instrument/Equipment Testing, Inspection, and Maintenance Requirements (I, II)

Discuss how inspections and acceptance testing, including the use of QC samples, of environmental sampling and measurement systems and their components must be performed and documented to assure their intended use as specified by the design. Identify and discuss how final acceptance shall be performed by independent personnel. Discuss how deficiencies are to be resolved when acceptance criteria are not met, and how and when re-inspection will be performed as necessary.

Discuss how periodic preventive and corrective maintenance of measure-

ment or test equipment shall be performed to ensure availability and satisfactory performance of the systems. Identify the equipment and/or systems requiring periodic maintenance. Discuss how the availability of critical spare parts, identified in the operating guidance and/or design specifications of the systems, will be assured and maintained.

B7 Instrument Calibration and Frequency (I, II, III)

Identify all tools, gauges, instruments, and other sampling, measuring, and test equipment used for data collection activities affecting quality that must be controlled and, at specified periods, calibrated to maintain accuracy within specified limits. Discuss how calibration shall be conducted using certified equipment and/or standards with known valid relationships to nationally recognized performance standards. If no such nationally recognized standards exist, document the basis for the calibration. Identify the certified equipment and/or standards used for calibration. Indicate how documentation of calibration shall be maintained and be traceable to the instrument.

B8 Inspection/Acceptance Requirements for Supplies and Consumables (I)

Discuss how and by whom supplies and consumables shall be inspected and accepted for use in the project. Supplies and consumables are those items necessary to support the sampling and analytical operation. They include, but are not limited to: sample bottles, calibration gases, reagents, hoses, materials for decontamination of sampling equipment, deionized water, and potable water. Identify acceptance criteria for such supplies and consumables in order to satisfy the technical and quality objectives of the project or task.

B9 Data Acquisition Requirements (Non-direct Measurements) (I, II, III)

Identify the type of data acquired from non-measurement sources such as computer data bases, spreadsheets, and programs, and literature files. Define acceptance criteria for the use of the data in this project. Discuss any limitations on the use of the data based on uncertainty in the quality of the data and discuss the nature of that uncertainty.

B10 Data Management (I, II)

Outline the project data management scheme, tracing the path of the data, beginning from receipt from the field or laboratory, to the use or storage of the final reported form. Describe the standard record-keeping procedures, document control system, and the approach used for data storage and retrieval on electronic media. Discuss the control mechanism for detecting and correcting paperwork errors and for preventing loss of data during data reduction (i.e., calculations), data reporting, and data entry to forms, reports, and databases. Provide examples of any forms or checklists to be used.

Identify and describe all data handling equipment and procedures that will be used to process, compile, and analyze the data. This includes procedures for addressing data generated as part of this project as well as data from other sources. The specifications should include any required computer hardware and software and should address any specific performance requirements for the hardware/software configuration used. Describe the procedures that will be followed to demonstrate acceptability of the hardware/software configuration required.

GROUP C ASSESSMENT/OVERSIGHT

C1 Assessments and Response Actions (I, II, III)

Identify the number, frequency, and type of assessment activities needed for this project. Assessments include, but are not limited to, the following:

- surveillance,
- peer review,
- management systems review,
- readiness review,
- technical systems audit,
- performance evaluation,
- audit of data quality, and
- data quality assessment.

Discuss the information expected from the assessment and success criteria (i.e., goals, performance objectives, acceptance criteria specifications, etc.) for each assessment proposed. For each proposed assessment, list the approximate schedule of activities, and discuss the information expected from the assessment and the criteria for success. For any planned self-assessments (utilizing personnel from within the project groups), identify the participants and their exact relationship within the project organization.

For independent assessments, identify the organization and person(s) that will perform the assessments. Discuss how and to whom the results of the assessments will be reported. Define the authorities of the assessors. For example, if the assessors should order a work suspension upon finding a significant condition, this section delineates clearly their authority to do so. Define explicitly the unsatisfactory conditions under which the assessors are authorized to act. Recognizing that assessments may be needed at any time during the project, provide a schedule for the assessments to be performed.

Discuss how response actions to non-conforming conditions will be addressed and by whom. Identify who is responsible for implementing the response action. Describe how response actions will be verified, validated, and documented.

C2 **Reports to Management** **(I, II, III)**

Identify the frequency, content, and distribution of reports issued to inform management of the following:

- status of the project;
- results of performance evaluations and system audits;
- results of periodic data quality assessments; and
- significant quality assurance problems and recommended solutions.

Identify the responsible organization(s) that will prepare the reports, and the recipients of the reports. Identify any other status reports to management as well as their content and frequency.

GROUP D DATA VALIDATION AND USABILITY

D1 Data Review, Validation, and Verification Requirements (I, II, III)

State the criteria used to review and validate - that is, accept, reject, or qualify - data, in an objective and consistent manner. Provide examples of any forms or checklists to be used.

List any calculations that will be needed to prove or disprove the project objectives. Project-specific calculations or algorithms should be discussed. Some projects may require special calculation during or after data generation:

> Example: Indoor Air Pollution. Consider a project that is meant to estimate the number of residences within the greater Washington, D. C., area exhibiting NO_2 concentrations greater than 100 $\mu g/m^3$ at a frequency of 30 of more days per year. Once NO_2 measurements are available, one would attempt to extrapolate the limited information to the greater metropolitan area. The QAPP should explain the statistical techniques that will be employed, including how uncertainties will be assessed.

For other projects, one may only need to calculate a mass balance of a destruction/removal efficiency. While these are much simpler requirements, the specific formulas and data inputs should be listed. This provides rationale for the data completeness described later. This approach helps assure that at least the minimum necessary data are collected for the intended interpretation (even if additional interpretation schemes are eventually employed).

D2 Validation and Verification Methods (I, II)

Describe the process to be used for validating and verifying data, including the chain of custody for data throughout the life cycle of the project or task. Discuss how issues shall be resolved and the authorities for resolving such issues. Describe how the results are conveyed to data users. The review of data can include checks of the following: transmittal errors, field and laboratory QC data, detection limits, instrument calibration, special sampling or analysis conditions, performance evaluations, technical systems audits, contract compliance issues (e.g., holding times), and statistical data treatments, such as tests for outliers.

D3 **Reconciliation with Data Quality Objectives** **(I, II, III)**

Describe how the results obtained from the project or task will be reconciled with the Data Quality Objectives. Describe how issues will be resolved. Discuss how limitations on the use of the data will be reported to decision makers. Identify the procedures used to assess precision, accuracy, and completeness for the project data.

REFERENCES

1. EPA Order 5360.1, Policy and Program Requirements to Implement the Mandatory Quality Assurance Program, U.S. Environmental Protection Agency (April 1984).

2. Guidance for Preparing, Reviewing, and Implementing Quality Management Plans, EPA QA/G-2 (IN PROCESS).

3. EPA Quality Systems Requirements for Environmental Programs, EPA QA/R-1 (IN PROCESS).

4. Guidance for Planning for Data Collection in Support of Environmental Decision Making Using the Data Quality Objectives Process, EPA QA/G-4 (IN PROCESS).

5. Guidance for Planning for Environmental Research Using the Data Quality Objectives Process, EPA QA/G-4A (IN PROCESS).

6. Johnson, Gary L., and Judith S. Ford, AEERL Quality Assurance Procedures Manual, U.S. Environmental Protection Agency (April 1985).

7. Simes, Guy F., Preparation Aids for the Development of Category I Quality Assurance Project Plans, U.S. Environmental Protection Agency, EPA/600/8-91/003 (February 1991).

8. Simes, Guy F., Preparation Aids for the Development of Category II Quality Assurance Project Plans, U.S. Environmental Protection Agency, EPA/600/8-91/004 (February 1991).

9. Simes, Guy F., Preparation Aids for the Development of Category III Quality Assurance Project Plans, U.S. Environmental Protection Agency, EPA/600/8-91/005 (February 1991).

10. Simes, Guy F., Preparation Aids for the Development of Category IV Quality Assurance Project Plans, U.S. Environmental Protection Agency, EPA/600/8-91/006 (February 1991).

APPENDIX A

TERMS AND DEFINITIONS

Activity - an all-inclusive term describing a specific set of operations or related tasks to be performed, either serially or in parallel (e.g., research and development, field sampling, analytical operations, equipment fabrication), that in total result in a product or service.

Assessment - the evaluation process used to measure the performance or effectiveness of a system and its elements. In this Standard, assessment is an all-inclusive term used to denote any of the following: audit, performance evaluation, management systems review, peer review, inspection, or surveillance.

Audit - a planned and documented investigative evaluation of an item or process to determine its adequacy and effectiveness as well as compliance with established procedures, instructions, drawings, QAPPs, and/or other applicable documents.

Authenticate - the act of establishing an item as genuine, valid, or authoritative.

Bias - a systematic displacement of all the observations in a statistical sample from the true or accepted value, or a systematic and consistent error in test results.

Calibration - comparison of a measurement standard, instrument, or item with a standard or instrument of higher accuracy to detect and quantify inaccuracies and to report or eliminate those inaccuracies by adjustments.

Chain of Custody - an unbroken trail of accountability that ensures the physical security of samples, data, and records.

Characteristic - any property or attribute of a datum, item, process, or service that is distinct, describable, and/or measurable.

Comparability - a measure of the confidence with which one data set can be compared to another.

Completeness - a measure of the amount of valid data obtained from a measurement system compared to the amount that was expected to be obtained under correct, normal conditions.

Computer Program - a sequence of instructions suitable for processing by a computer. Processing may include the use of an assembler, a compiler, an interpreter, or a translator to prepare the program for execution. A computer program may be stored on magnetic media, and be referred to as "software," or may be stored permanently on computer chips.

and be referred to as "firmware." Computer programs covered by this Standard are those used for design analysis, data acquisition, data reduction, data storage (data bases), operation or control, and data base or document control registers when used as the controlled source of quality information.

Confidentiality Procedure - a procedure used to protect confidential business information (including proprietary data and personnel records) from unauthorized access.

Configuration - the functional, physical, and procedural characteristics of an item, experiment, or document.

Conformance - an affirmative indication or judgement that a product or service has met the requirements of the relevant specifications, contract, or regulation; also the state of meeting the requirements.

Consensus Standard - a standard established by a group representing a cross section of a particular industry or trade, or a part thereof.

Contractor - any organization or individual that contracts to furnish services or items or perform work.

Corrective Action - measures taken to rectify conditions adverse to quality and, where possible, to preclude their recurrence.

Customer - any individual or organization for whom items or services are furnished or work performed in response to defined requirements and expectations. See also Participant and User.

Data Quality Objectives (DQOs) - established quantitative measurements (with associated precision and bias or acceptable uncertainty) that must be obtained from the environmental data operations in order to demonstrate that the desired and expected result has been achieved. Such measurements are defined and established using the DQO Planning Process.

Data Quality Objectives Planning Process - a systematic planning tool based on decision analysis and operations research methodology to identify and define the type and quality of data needed and expected from environmental data operations in order to satisfy a specified use. The process encompasses strong dependence on user participation and on the use of statistics. The key elements of the process include:

- understanding the user's problem or concerns that require resolution,
- identifying the specific result that will fully satisfy the problem or concerns,
- defining the data and the performance measures necessary to demonstrate the resolution of the problem or concerns,
- establishing error probabilities for making incorrect conclusions,

- specifying the criteria for the measurements that will yield the expected results within acceptable error probabilities for the intended use of the results, and
- optimizing the survey (or experimental) design for resource effectiveness.

The DQO Planning Process was developed originally by the U.S. Environmental Protection Agency, but has been adapted for use by other organizations to meet their specific planning requirements. (See also Graded Approach)

Data Usability - the process of ensuring or determining whether the quality of the data produced meets the intended use of the data.

Deficiency - an unauthorized deviation from acceptable procedures or practices, or a defect in an item.

Design - specifications, drawings, design criteria, and performance requirements. Also the result of deliberate planning, analysis, mathematical manipulations, and design processes.

Design Change - any revision or alteration of the technical requirements defined by approved and issued design output documents and approved and issued changes thereto.

Design Review - a documented evaluation by a team, including personnel such as the responsible designers, the customer for the work or product being designed, and a QA representative, but other than the original designers, to determine if a proposed design will meet the established design criteria and perform as expected when implemented.

Document - any written or pictorial information describing, defining, specifying, reporting, or certifying activities, requirements, procedures, or results.

Environmental Conditions - the description of a physical medium (e.g., air, water, soil, sediment) or biological system expressed in terms of its physical, chemical, radiological, or biological characteristics.

Environmental Data - any measurements or information that describe environmental processes or conditions, or the performance of environmental technology.

Environmental Data Operations - work performed to obtain, use, or report information pertaining to environmental processes and conditions.

Environmental Monitoring - the process of measuring or collecting environmental data.

Environmental Processes - manufactured or natural processes that produce discharges to or that impact the ambient environment.

Environmental Programs - an all-inclusive term pertaining to any work or activities involving

the environment, including but not limited to: characterization of environmental processes and conditions; environmental monitoring; environmental research and development; the design, construction, and operation of environmental technologies; and laboratory operations on environmental samples.

Environmental Technology - an all-inclusive term used to describe pollution control devices and systems, waste treatment processes and storage facilities, and site remediation technologies and their components that may be utilized to remove pollutants or contaminants from or prevent them from entering the environment. Examples include wet scrubbers (air), soil washing (soil), granulated activated carbon unit (water), and filtration (air, water). Usually, this term will apply to hardware-based systems; however, it will also apply to methods or techniques used for pollution prevention, pollutant reduction, or containment of contamination to prevent further movement of the contaminants, such as capping, solidification or vitrification, and biological treatment.

Evidentiary Records - records identified as part of litigation and subject to restricted access, custody, use, and disposal.

Expedited Change - an abbreviated method of revising a document at the work location where the document is used when the normal change process would cause unnecessary or intolerable delay in the work.

Financial Assistance - the process by which funds are provided by one organization (usually government) to another organization for the purpose of performing work or furnishing services or items. Financial assistance mechanisms include grants, cooperative agreements, and government interagency agreements.

Finding - an assessment conclusion that identifies a condition having a significant effect on an item or activity. An assessment finding may be positive or negative, and is normally accompanied by specific examples of the observed condition.

Graded Approach - the process of basing the level of application of managerial controls applied to an item or work according to the intended use of the results and the degree of confidence needed in the quality of the results. (See Data Quality Objectives Process) (6)

Guideline - a suggested practice that is non-mandatory in programs intended to comply with a standard.

Hazardous Waste - any waste material that satisfies the definition of "hazardous waste" as given in 40 CFR Part 261, "Identification and Listing of Hazardous Waste."

Independent Assessment - an assessment performed by a qualified individual, group, or organization that is not a part of the organization directly performing and accountable for the work being assessed.

Inspection - examination or measurement of an item or activity to verify conformance to specific requirements.

Item - an all-inclusive term used in place of the following: appurtenance, facility, sample, assembly, component, equipment, material, module, part, product, structure, subassembly, subsystem, system, unit, documented concepts, or data.

Management - those individuals directly responsible and accountable for planning, implementing, and assessing work.

Management System - a structured non-technical system describing the policies, objectives, principles, organizational authority, responsibilities, accountability, and implementation plan of an organization for conducting work and producing items and services.

Management Systems Review (MSR) - the qualitative assessment of a data collection operation and/or organization(s) to establish whether the prevailing quality management structure, policies, practices, and procedures are adequate for ensuring that the type and quality of data needed are obtained.

May - denotes permission but not a requirement.

Measurement and Testing Equipment (M&TE) - tools, gauges, instruments, sampling devices or systems used to calibrate, measure, test, or inspect in order to control or acquire data to verify conformance to specified requirements.

Method - a body of procedures and techniques for performing an activity (e.g., sampling, chemical analysis, quantification) systematically presented in the order in which they are to be executed.

Mixed Waste - hazardous waste material as defined by 40 CFR 261 (RCRA) and mixed with radioactive waste subject to the requirements of the Atomic Energy Act.

Must - denotes a requirement that has to be met.

Nonconformance - a deficiency in characteristic, documentation, or procedure that renders the quality of an item or activity unacceptable or indeterminate.

Objective Evidence - any documented statement of fact, other information, or record, either quantitative or qualitative, pertaining to the quality of an item or activity, based on observations, measurements, or tests which can be verified.

Observation - an assessment conclusion that identifies a condition (either positive or negative) which does not represent a significant impact on an item or activity. An observation may identify a condition which does not yet cause a degradation of quality.

Participant - when used in the context of environmental programs, an organization, group, or individual that takes part in the planning and design process and provides special knowledge or skills to enable the planning and design process to meet its objective.

Peer Review - a documented critical review of work generally beyond the state of the art or characterized by the existence of potential uncertainty. The peer review is conducted by qualified individuals (or organization) who are independent of those who performed the work, but are collectively equivalent in technical expertise (i.e., peers) to those who performed the original work. The peer review is conducted to ensure that activities are technically adequate, competently performed, properly documented, and satisfy established technical and quality requirements. The peer review is an in-depth assessment of the assumptions, calculations, extrapolations, alternate interpretations, methodology, acceptance criteria, and conclusions pertaining to specific work and of the documentation that supports them. Peer reviews provide an evaluation of a subject where quantitative methods of analysis or measures of success are unavailable or undefined, such as in research and development.

Performance Evaluation (PE) - a type of audit in which the quantitative data generated in a measurement system are obtained independently and compared with routinely obtained data to evaluate the proficiency of an analyst or laboratory.

Pollution Prevention (P2) - an organized, comprehensive effort to systematically reduce or eliminate pollutants or contaminants prior to their generation or their release or discharge to the environment.

Precision - a measure of mutual agreement among individual measurements of the same property, usually under prescribed similar conditions, expressed generally in terms of the standard deviation.

Procedure - a documented set of steps or actions that systematically specifies or describes how an activity is to be performed.

Process - an orderly system of actions that are intended to achieve a desired end or result. Examples of processes include analysis, design, data collection, operation, fabrication, and calculation.

Project - an organized set of activities within a program.

Qualified Data - any data that have been modified or adjusted as part of statistical or mathematical evaluation, data validation, or data verification operations.

Qualified Services - an indication that suppliers providing services have been evaluated and determined to meet the technical and quality requirements of the customer as provided by approved procurement documents and demonstrated by the supplier to the customer's

satisfaction.

Quality - the totality of features and characteristics of a product or service that bear on its ability to meet the stated or implied needs and expectations of the user.

Quality Assurance (QA) - an integrated system of management activities involving planning, implementation, assessment, reporting, and quality improvement to ensure that a process, item, or service is of the type and quality needed and expected by the customer.

Quality Assurance Program Description/Plan - see Quality Management Plan

Quality Assurance Project Plan (QAPP) - a formal document describing in comprehensive detail the necessary QA, QC, and other technical activities that must be implemented to ensure that the results of the work performed will satisfy the stated performance criteria.

Quality Control (QC) - the overall system of technical activities that measures the attributes and performance of a process, item, or service against defined standards to verify that they meet the stated requirements established by the customer.

Quality Improvement - a management program for improving the quality of operations. Such management programs generally entail a formal mechanism for encouraging worker recommendations with timely management evaluation and feedback or implementation.

Quality Indicators - measurable attributes of the attainment of the necessary quality for a particular environmental decision. Indicators of quality include precision, bias, completeness, representativeness, reproducibility, comparability, and statistical confidence.

Quality Management - that aspect of the overall management system of the organization that determines and implements the quality policy. Quality management includes strategic planning, allocation of resources, and other systematic activities (e.g., planning, implementation, and assessment) pertaining to the quality system.

Quality Management Plan (QMP) - a formal document that describes the quality system in terms of the organizational structure, functional responsibilities of management and staff, lines of authority, and required interfaces for those planning, implementing, and assessing all activities conducted.

Quality System - a structured and documented management system describing the policies, objectives, principles, organizational authority, responsibilities, accountability, and implementation plan of an organization for ensuring quality in its work processes, products (items), and services. The quality system provides the framework for planning, implementing, and assessing work performed by the organization and for carrying out required QA and QC.

Radioactive Waste - waste material containing radionuclides, or contaminated by radionuclides, subject to the requirements of the Atomic Energy Act.

Readiness Review - a systematic, documented review of the readiness for the start-up or continued use of a facility, process, or activity. Readiness reviews are typically conducted before proceeding beyond project milestones and prior to initiation of a major phase of work.

Record (Quality Assurance) - a document that furnishes evidence of the quality of items or activities and that has been verified and authenticated as technically complete and correct. Records may include photographs, drawings, magnetic tape, and other data recording media.

Remediation - the process of reducing the concentration of a contaminant (or contaminants) in air, water, or soil media to a level that poses an acceptable risk to human health.

Representativeness - a measure of the degree to which data accurately and precisely represent a characteristic of a population, parameter variations at a sampling point, a process condition, or an environmental condition.

Reproducibility - the precision, usually expressed as a standard deviation, that measures the variability among the results of measurements of the same sample at different laboratories.

Research (Applied) - a process, the objective of which is to gain knowledge or understanding necessary for determining the means by which a recognized and specific need may be met.

Research (Basic) - a process, the objective of which is to gain fuller knowledge or understanding of the fundamental aspects of phenomena and of observable facts without specific applications toward processes or products in mind.

Research Development/Demonstration - Systematic use of the knowledge and understanding gained from research and directed toward the production of useful materials, devices, systems, or methods, including prototypes and processes.

Self-Assessment - Assessments of work conducted by individuals, groups, or organizations directly responsible for overseeing and/or performing the work.

Service - the category of economic activity that does not produce manufactured items. In environmental data operations or engineering projects, such activities include design, inspection, laboratory and /or field analysis, repair, and installation.

Shall - denotes a requirement that is mandatory and has to be met.

Should - denotes a guideline or recommendation.

Significant Condition - any state, status, incident, or situation of an environmental process or condition of an engineered environmental system in which the work being performed will be adversely affected in a manner sufficiently serious to require corrective action to satisfy quality objectives or specifications and safety requirements.

Software Life Cycle - the period of time that starts when a software product is conceived and ends when the software product is no longer available for routine use. The software life cycle typically includes a requirements phase, a design phase, an implementation phase, a test phase, an installation and check-out phase, an operation and maintenance phase, and sometimes a retirement phase.

Source Reduction - any practice that reduces the quantity of hazardous substances, contaminants, or pollutants.

Standard Operating Procedure (SOP) - a written document that details the method for an operation, analysis, or action with thoroughly prescribed techniques and steps, and that is officially approved as the method for performing certain routine or repetitive tasks.

Supplier - any individual or organization furnishing items or services or performing work according to a procurement document or financial assistance agreement. This is an all-inclusive term used in place of any of the following: vendor, seller, contractor, subcontractor, fabricator, or consultant.

Surveillance - the act of monitoring or observing a process or activity to verify conformance to specified requirements.

Technical Review - a documented critical review of work that has been performed within the state of the art. The review is accomplished by one or more qualified reviewers who are independent of those who performed the work, but are collectively equivalent in technical expertise to those who performed the original work. The review is an in-depth analysis and evaluation of documents, activities, material, data, or items that require technical verification or validation for applicability, correctness, adequacy, completeness, and assurance that established requirements are satisfied.

Technical Systems Audit (TSA) - a thorough, systematic, on-site, qualitative audit of facilities, equipment, personnel, training, procedures, recordkeeping, data validation, data management, and reporting aspects of a system.

User - when used in the context of environmental programs, an organization, group, or individual that utilizes the results or products from environmental programs. A user may also be the customer for whom the results or products were collected or created.

Validation - an activity that demonstrates or confirms that a process, item, data set, or service satisfies the requirements defined by the user.

Verification - the act of authenticating or formally asserting the truth that a process, item, data set, or service is, in fact, that which is claimed.

Work - the process of performing a defined task or activity (e.g., research and development, field sampling, analytical operations, equipment fabrication).

APPENDIX B

MINIMUM QAPP ELEMENTS FOR HEADQUARTERS AND PROGRAM OFFICES

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OFFICE/ORGANIZATION	PAGE
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Office of Water	
Office of Ground Water and Drinking Water	
Office of Science and Technology	
Office of Wastewater Enforcement and Compliance	
Office of Wetlands, Oceans, and Watersheds	
Office of Solid Waste and Emergency Response	
Office of Solid Waste	

Office of Emergency and Remedial Response
Office of Underground Storage Tanks
Office of Waste Programs Enforcement

Office of Air and Radiation

Office of Air Quality Planning and Standards
Office of Radiation and Indoor Air
Office of Mobile Sources
Office of Atmospheric Programs

Office of Research and Development

Environmental Monitoring and Assessment Program
Office of Modeling, Monitoring Systems, and Quality Assurance
Office of Environmental Engineering and Technology Demonstration
Office of Health Research
Office of Environmental Processes and Effects Research
Office of Health and Environmental Assessment
Office of Exploratory Research

APPENDIX C

QAPP ELEMENTS REQUIRED FOR REGIONAL OFFICES

Table of Contents

REGIONAL OFFICE/LOCATION	PAGE
Region I, Boston	
Region II, New York	
Region III, Philadelphia	
Region IV, Atlanta	
Region V, Chicago	
Region VI, Dallas	
Region VII, Kansas City	
Region VIII, Denver	
Region IX, San Francisco	
Region X, Seattle	

APPENDIX D

QAPP ELEMENTS REQUIRED FOR ORD LABORATORIES AND FIELD OFFICES

Table of Contents

OFFICE/LAB/LOCATION	PAGE
Office of Health Research	
Health Effects Research Laboratory, RTP, NC	
Office of Modeling, Monitoring Systems, and Quality Assurance	
Atmospheric Research & Exposure Assessment Lab, RTP, NC	
Environmental Monitoring Systems Lab, Cincinnati, OH	
Environmental Monitoring Systems Lab, Las Vegas, NV	
Office of Environmental Engineering & Technology Development	
Air & Energy Engineering Research Lab, RTP, NC	
Risk Reduction Engineering Lab, Cincinnati, OH	
Office of Environmental Processes & Effects Research	
Athens Environmental Research Lab, Athens, GA	
Corvallis Environmental Research Lab, Corvallis, OR	
Environmental Research Lab- Duluth, MN	
Environmental Research Lab- Gulf Breeze, FL	
Environmental Research Lab- Narragansett, RI	
R.S. Kerr Environmental Research Laboratory, Ada, OK	
Office of Health & Environmental Assessment	
Environmental Criteria and Assessment Office, RTP, NC	
Environmental Criteria and Assessment Office, Cincinnati, OH	

Attachment B

REPORTS OF WORK

Superfund Technical Assessment & Response Team

EPA

REPORTS OF WORK
SUPERFUND TECHNICAL ASSESSMENT AND RESPONSE TEAM

The Contractor shall furnish copies of routine reports as specified in this Attachment to the designated addressees. Each report shall cite the contract number and identify the U.S. Environmental Protection Agency as the sponsoring agency. See the following reports descriptions and the attached Tables for the specific format of each report.

The distribution and summary indicates the format (or media) for submission of Contractor's reports.

NOTE: H= Hard Copy (paper) and E= Electronic (floppy disc)

A. MONTHLY FINANCIAL and TECHNICAL PROGRESS REPORT

The Contractor shall furnish a monthly financial report as detailed in the attached Monthly Financial and Technical Progress Report Table of Contents and Tables F-1 through F-9. This report shall include TDD number, site name and location (City and State), period of performance, dollars associated with labor, travel, equipment, and other direct costs. The Contractor shall also submit a monthly TDD summary report including current approved budgets, actuals, and variances by current month, cumulative to date, and at completion.

The Contractor shall submit a monthly technical progress report as detailed in the attached Monthly Financial and Technical Progress Report Table of Contents and Tables T-1 through T-4. This report will include TDD number, site name, current month costs, estimated costs at completion, LOE spent and LOE budget. A separate section in this monthly report shall also show the field work report schedules.

DISTRIBUTION

No. of Copies	Format	Addressee
1	H & E	Project Officer
1	H	Contracting Officer

B. TDD MONTHLY COST SUMMARY

The Contractor shall furnish a monthly TDD Cost Summary Report, for dedicated and non-dedicated assignments as detailed in the attached Tables.

DISTRIBUTION

No. of Copies	Format	Addressee
1	H	Task Monitors (OSCs, SAMs)

H. TECHNICAL REPORT ABSTRACT

The Contractor shall deliver the following data on each initial draft and final technical report delivered under this contract:

REPORT TITLE_____

REPORT DATE_____

CONTRACT NO._____

PRIME CONTRACTOR_____

WORK ASSIGNMENT NO./DELIVERY ORDER NO. (if applicable)

_____

PROJECT OFFICER_____

PROJECT OFFICER ADDRESS_____TEL._____

PROGRAM OFFICE_____

NO. OF PAGES IN REPORT_____

DOES THIS REPORT CONTAIN CONFIDENTIAL BUSINESS INFORMATION

YES_____ NO_____

REPORT ABSTRACT - Include a brief (200 words or less) factual summary of the scope and nature of the work performed and referenced in the report.

KEY WORDS/DESCRIPTORS - Select the scientific or engineering terms that identify the major concept of the research and are sufficiently specific and precise to be used as index entries for cataloging.

For the purpose of this submission, Technical Reports include:

Reports delivered under the contract in response to work assignments, delivery orders, or the basic contract which are scholarly, scientific reports of:

(1) information which contributes to the body of knowledge in the environmental sciences and/or environmental processes and systems.

(2) information, critique, or analysis of issues or processes of concern to EPA and its programs and systems.

(3) information that advances the state of the art in environmental sciences and processes and systems.

A. MONTHLY FINANCIAL AND TECHNICAL PROGRESS REPORT

TABLE OF CONTENTS

Section A: Monthly Financial Report

1. Brief Financial Report Comments
2. Summary of Monthly Issues and Resolutions

Section B: Monthly Financial Report Tables

Table F-1: Monthly Regional Financial Management Summary
Table F-2: Cumulative Financial Management Summary
Table F-3: Summary of Incremental Funding
Table F-4: Summary of Funding Expenditures
Table F-5: Cost by TDD
Table F-6: Labor Analysis by Professional/Technical Grade
Table F-7: Trend Summary of Direct Costs
Table F-8: Monthly Itemized ODCs
Table F-9: Non-expendable Government Property Acquired

Section C: Monthly Technical Progress Report

1. Brief Technical Progress Report Comments
2. Summary of Monthly Issues and Resolutions

Section D: Technical Progress Report Tables

Table T-1: Summary of LOE Hours by Activity
Table T-2: Summary of Costs by Activity
Table T-3: TDD Budgets
Table T-4: Fieldwork Report Schedules

SECTION A

MONTHLY FINANCIAL REPORT

SECTION B

MONTHLY FINANCIAL REPORT TABLES

TABLE F-1
Monthly Region__ Financial Management Summary
Total Contract Summary For____through____
Contract Year____

Contract Number:
Reporting Period:
Reporting Date:

ACTUAL COSTS			CONTRACT YEAR SUMMARY		
Cost Elements	Current Month	Contract Year	Estimated Cost At CY Completion	CY Budget	Variance
Total Level of Effort (LOE) PL 4 PL 3 PL 2 PL 1 TL 2 TL 1 Clerical Hours					
Total Loe & Clerical Hours					
Costs (Dollars) Direct Labor Other Direct Costs Travel Equipment Subcontracts Analytical Services Miscellaneous ODCs Subtotal Indirect Costs (G&A, etc.) Subtotal Fixed Fee					
Total Cost					

		(EXAMPLE) OCTOBER	(EXAMPLE) NOVEMBER	(EXAMPLE) DECEMBER
NEXT THREE MONTH PROJECTION	LOE			
	COST			

TABLE F-3

SUMMARY OF INCREMENTAL FUNDING
CONTRACT MODIFICATIONS

CONTRACT MODIFICATION NUMBER	EFFECTIVE DATE	MODIFICATION FUNDING	CUMULATIVE TOTAL FUNDING	FUNDING SOURCE (i.e. CERCLA, OPA..)	SOURCE TOTAL FUNDING
BASE CONTRACT					
(EXAMPLE) 01					
03					
05					
06					
•					
•					
•					
•					
•					
•					
•					
•					
•					
•					

LE F-5
COST BY TDD
&
SOW WORK BREAKOUT STRUCTURE
CONTRACT #:
PERIOD COVERED - MONTH ENDING: _____

REFERENCE VOUCHER NO:

REGION:

CURRENT MONTH

			DIRECT LABOR		OTHER DIRECT COSTS					MONTH	
TDD NUMBER	CERCLIS	SITE NAME/DESCRIPTION	LABOR HOURS	LABOR DOLLAR	TRAVEL	EQUIPMENT	SUBCONTRACTS	ANALYTICAL SERVICES	MISC. ODCS		TOTAL
I. COSTS FOR TDDs WITH EPA SSIDS											
(EXAMPLE)											
ACTIVITY Preliminary Assessment											
05-9210-133	ARD000000000	Big Dump Landfill	0	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	
05-9210-135											
•											
ACTIVITY_____											
•											
•											
SUBTOTAL											
II. COSTS FOR TDDs WITHOUT EPA SSIDS											
ACTIVITY_____											
•											
•											
III. NON-SITE SPECIFIC TDDs											
ACTIVITY_____											
•											
•											

IPLE

TABLE F-7
TREND SUMMARY OF DIRECT COSTS
(EXCLUDING SUBCONTRACTS AND ANALYTICAL SERVICES)
COST ELEMENT TRACKING BY MONTH
(ACTUAL $ COST AND COST PER LOE DELIVERED)
REGION ___

CONTRACT NUMBER:
REPORTING PERIOD:
REPORTING DATE:

ACCOUNTING MONTH (OCTOBER - SEP) 12 MONTH ROLLED AVERAGE	DIRECT LABOR	TOTAL ODC	TRAVEL	EQUIP PURCHASE	EQUIP LEASE	EQUIP RENTAL	TOTAL MISC. ODC	MATERIAL & SUPPLIES	PHONE	POSTAGE
SEPTEMBER 5 WEEKS (COST/LOE)										
OCTOBER 4 WEEKS (COST/LOE)										
NOVEMBER 4 WEEKS (COST/LOE)										
DECEMBER •										
JANUARY •										
FEBRUARY •										
MARCH •										
APRIL •										
MAY •										
JUNE •										
JULY •										
AUGUST •										
SEPTEMBER •										

NOTE: The types of Miscellaneous Other Direct Costs (ODCs) identified above are examples of miscellaneous ODCs that may be incurred as a result of this contract. The Miscellaneous ODCs categories above shall be modified to reflect the contractors itemized miscellaneous ODCs in accordance with it's approved accounting system.

TABLE F-9
REPORT OF NONEXPENDABLE GOVERNMENT PROPERTY
ACQUIRED BY CONTRACTOR

CONTRACT NO.	REPORT NO.	CONTRACTOR'S VOUCHER NO.	DATE	CONTRACTORS NAME AND LOCATION WHERE PROPERTY IS PHYSICALLY LOCATED

LIST OF NONEXPENDABLE PROPERTY		DATE ACQUIRED	MFG. MODEL NUMBER	MFG SERIAL NUMBER	EPA DECAL NUMBER	EPA ACCOUNT NUMBER	AUTHORIZING MOD	UNIT COST
QTY	DESCRIPTION (Including mfg. name)							

SECTION C

MONTHLY TECHNICAL PROGRESS REPORTS

SECTION D

MONTHLY TECHNICAL PROGRESS REPORT TABLES

T ET-1

SUMMARY OF LOE HOURS BY CLASSIFICATION & ACTIVITY

THROUGH _____

PREPARED _____ __

		CURRENT PERIOD			CONTRACT YEAR		
CLASSIFICATION	ACTIVITY DESCRIPTION	LOE HOURS	PERCENT OF TOTAL LOE HOURS	PERCENT OF ACTIVITY HOURS SITE-SPECIFIC	TOTAL LOE HOURS	PERCENT OF TOTAL LOE HOURS	PERCENT OF ACTIVITY HOURS SITE-SPECIFIC
SITE ASSESSMENT	A B C D E F G SUBTOTAL						
REMOVAL	H I J K L SUBTOTAL						
PROGRAM SUPPORT	M N O SUBTOTAL						
OTHER ACTIVITIES							
NON-TDD LOE							
TOTAL							

EXAMPLE FOR SIs

TABLE T-3
TDD BUDGETS
BY
SOW ACTIVITY

FOR THE PERIOD___

SITE INSPECTION (SI) COST IN DOLLARS

TDD#	SITE NAME/DESCRIPTION	CURRENT MONTH COSTS	CUMULATIVE TO DATE COSTS	ESTIMATED COSTS AT COMPLETION	LOE SPENT	LOE BUDGET	TDD COMPLETION DATE

NOTE: REQUIRED FOR ALL SOW ACTIVITIES

LE T-5

REGION ___ ___

SUMMARY OF MONTHLY ISSUES AND RESOLUTION - (_____ 199_)

DATE ENTERED	DESCRIPTION[1]	ASSIGNED TO ---ONGOING--	ACTION REQUIRED	SCHEDULE/ MILESTONE DATE	DATE RESOLVED

1 - The description should identify quality assurance issues by beginning a description with: QA Issue -

B. TDD MONTHLY COST SUMMARY

TDD MONTHLY COST SUMMARY (for dedicated labor)

TDD Number _____ TDD Activity Type ____

Report Date: _____
Completion Date: _____
Estimated
Completion Date: _____

TDD Title _____
Site Name _____

Site Location _____
City _____ State _____
CERCLIS ID _____ IFMS ID # (S/S ID) _____

START Project Manager: _____
EPA Project Monitor: _____

Task Description:	Budgeted Labor Hours	Labor Hours Spent	Balance	Estimated Hours required
(e.g., Conduct PA)				

Cost Element:	Dollars Budgeted	Total Dollars Spent	Balance	Estimated Dollars Required	Dollars per hour delivered
Direct Labor					
Other Direct Costs[1]					
Travel					
Equipment					
Subcontracts					
Analytical Services					
Miscellaneous ODCs					
-					
-					
-					

1 - each of the other direct costs categories shall be itemized on the reverse of this form

C. QUARTERLY REPORT

TABLE OF CONTENTS

1. Program Management

1.1 Overview
1.2 Information and Cost Management
1.2.1 Summary of current activity
1.2.2 Resolution of Problems
1.2.3 Outstanding Issues
1.3 Contract Administration
(COI, Equipment, Required Mods, Crossover, etc.)
1.3.1 Summary of current activity
1.3.2 Resolution of Problems
1.3.3 Outstanding Issues
1.4 Quality Assurance
- Summary of current & planned activities
1.5 Health & Safety
- Summary of current & planned activities
1.6 Subcontracts

2. Technical Operations

2.1 Summary of Period's Field Events
2.2 Analytical Services
2.3 New Developments in Special Projects and Initiatives
2.4 Issues
2.4.1. Resolved
2.4.2. Outstanding

TABLE 1-1A

PROFESSIONAL/TECHNICAL (P/T) LEVEL SUMMARY OF STAFFING FOR THE QUARTER_____

P/T Level	Total Staff for Month & Year	Total Budgeted Staff	New Hires	Resignations
P4				
P3				
P2				
P1				
T2				
T1				
Total Program				

* Note start dates and resignation dates effective during reporting period. Does not include part-time or temporary employees.

TABLE 1.2.B
TDD STATUS
BY
STATE & SOW ACTIVITY

(Example for SIs in Connecticut)

STATE: Connecticut
ACTIVITY: SI Schedule

Site Name	City	CERCLIS Number	TDD Number	Task Manager	SI Report Due Date	Revised Due Date	% of work Complete
Fairfield Municipal Landfill	Fairfield					Delivered	100
Seymore Brass Turning	Seymour						80
•							
•							
•							
•							
•							
•							
•							
•							

TABLE 1.6.A
SUBCONTRACTING - BUDGETS/COMMITMENTS
CONTRACT YEAR _____

Activity	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Total Committed for Contract Year	Final Invoice Adjust **	
•															
•															
•															
TOTAL															

** Indicates returns from billings. Subtracts from commitments, to arrive at balance available.

TABLE 1.6.B (CON'T)
CUMULATIVE CONTRACT SUMMARY BY BUSINESS CLASSIFICATION

Business Classification
(Number of Subcontract Awards/Dollar Value)

Activity	LB	SB	SWO	SDB	Total
	0/$000,000	0/$000,000	0/$000,000	0/$000,000	0/$000,000
TOTAL					

Business Classification	Number of Firms	Number in LSA	Total Number or Awards	Total Dollar Value	Number of LSA Awards	Dollar Value
LB						
SB						
SDB						
SWO						
TOTAL						
% of Total		(%)			(%)	(%)

LB - Large Business
SB - Small Business
SDB - Small Disadvantaged Business
SWO - Small Women-Owned Business
LSA - Labor Surplus Area

TABLE 1.6.D
CUMULATIVE SUMMARY OF
CLOSED CONTRACTS[1]
INCEPTION TO DATE
REGION ___

Award Date	TDD & Account #	Name of Subcontractor	Site Name	Task Description	Status Expected Completion	Subcon Classif	Dollars Committed	Dollars Invoiced

1 - Submitted only in the last quarterly report of a Contract Year

* Final Invoice.

EXAMPLE

TABLE 2.2.A (CON'T)
SUMMARY OF ANALYTICAL SERVICES
SUMMARY TO DATE

LABORATORY	Organic		Inorganic		Other	
	Current Qtr.	YTD	Current Qtr.	YTD	Current Qtr.	YTD
(RAS)(CLP)						
(SAS)(CLP)						
(Houston Lab)						
(Analytical Services)						
NEIC						
State						
EPA Research Lab (Ada, OK)						
Mobile Lab/Field Services						
Marine Safety Lab						
U.S. Coast Guard Lab						
Totals						

EXAMPLE

TABLE 2.2.B (CON'T)
SAMPLE NEEDS
IN 3 TO 6 MONTH PERIOD

LABORATORY	Organic		Inorganic		Other	
	Current Qtr.	YTD	Current Qtr.	YTD	Current Qtr.	YTD
(RAS)(CLP)						
(SAS)(CLP)						
(Houston Lab)						
(Analytical Services)						
NEIC						
State						
EPA Research Lab (Ada, OK)						
Mobile Lab/Field Services						
Marine Safety Lab						
U.S. Coast Guard Lab						
Totals						

D. HEADQUARTERS SEMI-ANNUAL REPORT

EXAMPLE

SEMIANNUAL START REPORT

Work Conducted between _____ to _____ During Contract Period: _____

Contract #: _____ Contractor: _____

Report Date: _____ HQ Due Date: _____

State	Site Name	Activity Type	CERCLIS ID #	SSID	TDD #	Date Assigned	Date Completed	Cross-ref. TDD #	Costs ($)	Costs (LOE)	Comments
IL	ABC Disposal	HR	ILD000000000	5AA	059411001	6/2/XX	9/2/94		20,000	400	HRS Package
OH	CDE Dump	SI	OHD000000000		059411002	8/3/XX			3,000	60	Focused SI
OH	CDE Dump	RA	OHD000000000		059411003	9/15/XX		059411002	2,000	40	Add'l Removal data during SI
.	.	.									
.	.	.									
.	.	.									
	TOTALS: Reporting Period										
	Cumulative in base/option period										

SPECIFICATIONS: HEADQUARTERS SEMI-ANNUAL REPORT

<u>Definitions of Data Elements</u>:

1) **STATE** - For site specific TDDs, this consists of the 2 letter State abbreviation and should correspond the State ID in CERCLIS. For non-site specific TDDs, the field should be left blank. *[FIELD LENGTH - 2 CHARACTERS]*

2) **SITE NAME** - For site specific TDDs, this should correspond to the same site name as found in CERCLIS. For non-site specific TDDs, this field should provide a descriptive name to provide detail in addition to the activity category (e.g., program support) assigned. *[FIELD LENGTH - 40 CHARACTERS ** is this same as CERCLIS? **]*

3) **ACTIVITY TYPE** - An identifier that should correspond to the START Statement of Work and a nationally standard activity category described in the START User's manual. *[FIELD LENGTH - 2 CHARACTERS]*.

4) **CERCLIS ID #** - For site specific TDDs, this would be the same site number as found in CERCLIS. This field would be blank for non-site specific TDDs. *[FIELD LENGTH - 12 CHARACTERS]*

5) **SITE/SPILL ID # (SSID)** - This will correspond to the site spill identifier number found in EPA's integrated financial management system (IFMS). This field will be left blank for sites where EPA has not assigned an S/S ID as well as for non-site specific TDDs. *[FIELD LENGTH - 4 CHARACTERS - 1st two fields being a Regional designation]*

6) **TECHNICAL DIRECTION DOCUMENT # (TDD #)** - This serves as a cross reference to a TDD document in a Regional file and should have the same number as found on the TDD form. *[FIELD LENGTH - 10 CHARACTERS]*

7) **DATE ASSIGNED** - The same date (month, day & year) as when a TDD is signed. *[3 CONSECUTIVE FIELDS - 2 INTEGERS, 2 INTEGERS, AND 4 INTEGERS (month, day & year respectively)]*

8) **DATE COMPLETED** - The same date (month, day & year) as when EPA accepts a final site report or signs an acknowledgement of completion form (whichever is first). *[3 CONSECUTIVE FIELDS - 2 INTEGERS, 2 INTEGERS, AND 4 INTEGERS (month, day & year respectively)]*

FILE 1 - SEMI-ANNUAL REPORT FOR CURRENT PERIOD - FIRST RECORD:

Item:	Contractor Name	Contract #	Report Date	Period Beginning Date	Period Ending Date	Option Period
Format:	A40	A10	I2,I2,I4	I2,I2,I4	I2,I2,I4	A6

FILE 1 - SEMI-ANNUAL REPORT FOR CURRENT PERIOD - SECOND (and subsequent) RECORDS:

Item: The format below follows the data elements as listed in the data definitions (i.e., State, site name, activity type, CERCLIS ID, SSID, TDD#, date assigned, date completed, report type, cross reference TDD#, costs ($), costs (LOE), and comments).

Format: A2, A40, A2, A12, A4, A10, I2,I2,I4, I2,I2,I4, A1, A10, I9, I6, A40

FILE 2 - SEMI-ANNUAL REPORT FOR REVISED ENTRIES - FIRST RECORD:

Item:	Contractor Name	Contract #	Report Date	Option Period
Format:	A40	A10	I2,I2,I4	A6

FILE 2 - SEMI-ANNUAL REPORT FOR REVISED ENTRIES - SECOND (and subsequent) RECORDS:

Item: With one exception, the format below follows the data elements as listed in the data definitions (i.e., State, site name, activity type, CERCLIS ID, SSID, TDD#, date assigned, date completed, report type, cross reference TDD#, costs ($), costs (LOE), and comments). The one exception is that the original reporting data to which the revised entry is to be added will be the first item in the record (as shown on the second table).

Format: ~~I2~~,I2,I4, A2, A40, A2, A12, A4, A10, I2,I2,I4, I2,I2,I4, ~~A1,~~ A10, I9, I6, A40

Corrections to data entry errors should be reported in the second data file. Note that if EPA makes any changes to a site name CERCLIS or SSID, all previous entries involving that site should be reported in the revised entries to reflect the current data.

ATTACHMENT C -- DELETED

ATTACHMENT D -- DELETED

ATTACHMENT E -- DELETED

Attachment F

GOVERNMENT FURNISHED PROPERTY

Superfund Technical Assessment & Response Team

Region IX

EPA

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Descriptions of Government Furnished Property/Equipment

ITEM NO.	NAME & DESCRIPTION (MAKE & MODEL)	SERIAL NO.	QTY.	STATUS	LOCATION	PROPERTY MANAGER	DATE ACQUIRED	EST. COST/ VALUE
1	NIKON CAMERA, 35 MM	5737090	1	4	009	TAT LEADER	06/29/87	436
2	NIKON LENS, 50 MM	3008842	1	4	009	TAT LEADER	06/29/87	0
3	DORMAN CHAIR, DESK	N/A	1	4	009	TAT LEADER	03/16/87	144
4	DORMAN CHAIR, DESK	N/A	1	4	009	TAT LEADER	03/16/87	144
5	FORD VEHICLE, BRONCO	1FMBU14T0HUC03378	1	4	009	TAT LEADER	05/29/87	13788
6	CHEVROLET VEHICLE, STATION WAGON, 1987	1G1AW81W1H6258825	1	4	009	TAT LEADER	12/07/87	9211
7	ILC DOVER COOLING VEST	N/A	1	4	009	TAT LEADER	08/05/87	333
8	ILC DOVER COOLING VEST	N/A	1	4	009	TAT LEADER	08/05/87	333
9	HYUNDAI MONITOR, MONOCHROME	MLHA911220785	1	4	009	TAT LEADER	04/13/90	191
9	ILC DOVER COOLING VEST	N/A	1	4	009	TAT LEADER	08/05/87	333
10	ILC DOVER COOLING VEST	N/A	1	4	009	TAT LEADER	08/05/87	333
11	GUTHRIE FILE CABINET	N/A	1	4	009	TAT LEADER	10/13/87	168
12	DORMAN FILE CABINET	N/A	1	4	009	TAT LEADER	11/18/87	196
13	DORMAN FILE CABINET	N/A	1	4	009	TAT LEADER	11/18/87	196
14	DORMAN FILE CABINET	N/A	1	4	009	TAT LEADER	11/18/87	196

Descriptions of Government Furnished Property/Equipment

ITEM NO.	NAME & DESCRIPTION (MAKE & MODEL)	SERIAL NO.	QTY.	STATUS	LOCATION	PROPERTY MANAGER	DATE ACQUIRED	EST. COST/ VALUE
16	DORMAN FILE CABINET	N/A	1	4	009	TAT LEADER	11/18/87	159
17	DORMAN DESK, REGULAR	N/A	1	4	009	TAT LEADER	11/18/88	207
18	DORMAN BOOKCASE	N/A	1	4	009	TAT LEADER	11/18/87	149
19	HON DESK, REGULAR	N/A	1	4	009	TAT LEADER	01/15/87	340
19	RACAL APR, POWERED, RACAL	105824	1	4	009	TAT LEADER	11/04/87	495
20	RACAL APR, POWERED, RACAL	105840	1	4	009	TAT LEADER	11/04/87	495
21	HON DESK, REGULAR	N/A	1	5	009	TAT LEADER	01/15/87	340
21	RACAL APR, POWERED, RACAL	105839	1	4	009	TAT LEADER	11/04/87	495
22	HON DESK, REGULAR	N/A	1	4	009	TAT LEADER	01/15/87	340
22	RACAL APR, POWERED, RACAL	105841	1	4	009	TAT LEADER	11/04/87	495
23	HON DESK, REGULAR	N/A	1	4	009	TAT LEADER	01/15/87	340
23	RACAL APR, POWERED, RACAL	105855	1	4	019	TAT LEADER	11/04/87	495
24	RACAL APR, POWERED, RACAL	105856	1	4	019	TAT LEADER	11/04/87	495
26	TOSHIBA VIDEOCASSETTE RECORDER	037197	1	4	009	TAT LEADER	11/25/87	390
27	SONY MONITOR, TV	037197	1	4	009	TAT LEADER	01/29/88	457

Descriptions of Government Furnished Property/Equipment

ITEM NO.	NAME & DESCRIPTION (MAKE & MODEL)	SERIAL NO.	QTY.	STATUS	LOCATION	PROPERTY MANAGER	DATE ACQUIRED	EST. COST/ VALUE
29	HON FILE CABINET	N/A	1	4	009	TAT LEADER	01/15/87	206
31	WERNER LADDER	N/A	1	4	009	TAT LEADER	11/03/87	90
33	HON BOOKCASE	N/A	1	4	009	TAT LEADER	01/15/87	86
33	HNU SYSTEMS PID ANALYZER, HNU	711152	1	4	009	TAT LEADER	12/30/87	7718
34	VIKING OFFICE PRODUC BOOKCASE	N/A	1	4	009	TAT LEADER	04/04/91	158
34	HNU SYSTEMS PROBE, 10.2 EV	J-793	1	4	009	TAT LEADER	12/30/87	0
35	VIKING OFFICE PRODUC TABLE, TYPEWRITER	N/A	1	4	009	TAT LEADER	05/01/91	73
35	HNU SYSTEMS PROBE, 11.7 EV	MA222	1	4	009	TAT LEADER	12/30/87	0
36	MSA O2/EXPLOSIMETER, COMBO.	2035	1	4	009	TAT LEADER	01/04/88	1217
37	GILIAN INDUSTRIAL HYGIENE PACK	N/A	1	4	009	TAT LEADER	01/14/88	5635
38	GILIAN SAMPLING PUMP, IH PACK	5511UP	1	4	009	TAT LEADER	01/14/88	0
39	GILIAN SAMPLING PUMP, IH PACK	5512UP	1	4	009	TAT LEADER	01/14/88	0
40	GILIAN SAMPLING PUMP, IH PACK	5514UP	1	4	009	TAT LEADER	01/14/88	0
41	GILIAN SAMPLING PUMP, IH PACK	5516UP	1	4	009	TAT LEADER	01/14/88	0
42	GILIAN SAMPLING PUMP, IH PACK	5517UP	1	4	009	TAT LEADER	01/14/88	0

Descriptions of Government Furnished Property/Equipment

ITEM NO.	NAME & DESCRIPTION (MAKE & MODEL)	SERIAL NO.	QTY.	STATUS	LOCATION	PROPERTY MANAGER	DATE ACQUIRED	EST. COST/ VALUE
43	NAT'L BUS. FURNITURE CABINET, STORAGE	N/A	1	4	009	TAT LEADER	03/25/91	168
43	GILIAN CHARGER, IH PACK	1586	1	4	009	TAT LEADER	01/14/88	0
45	PHOTOVAC BATTERY PACK, PID	0471539	1	4	009	TAT LEADER	11/30/87	0
46	NCP ANALYTICAL LAB KIT, PID	N/A	1	4	009	TAT LEADER	01/29/88	2649
47	GILIAN INDUSTRIAL HYGIENE PACK	N/A	1	4	019	TAT LEADER	01/14/88	5635
48	GILIAN SAMPLING PUMP, IH PACK	5495UP	1	4	019	TAT LEADER	01/14/88	0
49	GILIAN SAMPLING PUMP, IH PACK	5505UP	1	4	019	TAT LEADER	01/14/88	0
50	GILIAN SAMPLING PUMP, IH PACK	5506UP	1	4	019	TAT LEADER	01/14/88	0
51	VIKING CABINET, STORAGE	N/A	1	4	009	TAT LEADER	05/28/91	239
51	GILIAN SAMPLING PUMP, IH PACK	5507UP	1	4	019	TAT LEADER	01/14/88	0
52	VIKING CABINET, STORAGE	N/A	1	4	009	TAT LEADER	05/28/91	239
52	GILIAN SAMPLING PUMP, IH PACK	5508UP	1	4	019	TAT LEADER	01/14/88	0
53	GILIAN CHARGER, IH PACK	1579	1	4	019	TAT LEADER	01/14/88	0
55	EBERLINE RADIATION MONITOR	311	1	4	009	TAT LEADER	02/08/88	239
56	EBERLINE METER, RADIATION	312	1	4	019	TAT LEADER	02/08/88	239

Descriptions of Government Furnished Property/Equipment

ITEM NO.	NAME & DESCRIPTION (MAKE & MODEL)	SERIAL NO.	QTY.	STATUS	LOCATION	PROPERTY MANAGER	DATE ACQUIRED	EST. COST/ VALUE
57	EBERLINE RADIATION MONITOR	313	1	4	009	TAT LEADER	02/08/88	240
58	MOTOROLA RADIO, HAND-HELD FM	605ANA0495	1	4	009	TAT LEADER	02/10/88	1611
59	MOTOROLA RADIO, HAND-HELD FM	605ANA0496	1	4	009	TAT LEADER	02/10/88	1611
60	MOTOROLA RADIO, HAND-HELD FM	605ANA0497	1	4	009	TAT LEADER	02/10/88	1611
61	MAYLINE FLAT FILE	N/A	1	4	009	TAT LEADER	05/14/87	691
61	MOTOROLA RADIO, HAND-HELD FM	605ANA0498	1	4	009	TAT LEADER	02/10/88	1611
62	MOTOROLA BATTERY CHARGER, RADIO	N/A	1	4	009	TAT LEADER	02/10/88	0
63	MOTOROLA BATTERY CHARGER, RADIO	N/A	1	4	009	TAT LEADER	02/10/88	0
64	MOTOROLA BATTERY CHARGER, RADIO	N/A	1	4	009	TAT LEADER	02/10/88	0
65	MOTOROLA BATTERY CHARGER, RADIO	N/A	1	4	009	TAT LEADER	02/10/88	0
66	COMPAQ COMPUTER, FIELD	1752AL2B0451	1	4	009	TAT LEADER	04/05/88	3930
67	EPSON PRINTER, FIELD COMPUTER	P0053223	1	4	009	TAT LEADER	04/05/88	385
68	COMPAQ COMPUTER, FIELD	1752AL2B0369	1	4	009	TAT LEADER	04/05/88	3930
69	OUTOKUMPU PROBE, XRF	143787	1	4	009	TAT LEADER	04/26/91	14225
72	MITSUBISHI-DIAMOND TELEPHONE, CELLULAR	9590408	1	4	019	TAT LEADER	05/06/91	610

Descriptions of Government Furnished Property/Equipment

ITEM NO.	NAME & DESCRIPTION (MAKE & MODEL)	SERIAL NO.	QTY.	STATUS	LOCATION	PROPERTY MANAGER	DATE ACQUIRED	EST. COST/ VALUE
73	DORMAN CHAIR, DESK	N/A	1	4	009	TAT LEADER	12/10/87	0
74	DORMAN CHAIR, DESK	N/A	1	4	009	TAT LEADER	12/10/87	0
75	DORMAN CHAIR, DESK	N/A	1	4	009	TAT LEADER	12/10/87	0
76	DORMAN CHAIR, DESK	N/A	1	4	009	TAT LEADER	12/10/87	0
78	DORMAN CHAIR, DESK	N/A	1	4	009	TAT LEADER	12/10/87	0
79	BAYER DIAGNOSTIC GAS DETECTOR, SO2 MONITOX	504868	1	4	009	TAT LEADER	07/26/91	1804
79	DORMAN CHAIR, DESK	N/A	1	4	009	TAT LEADER	12/10/87	0
80	BAYER DIAGNOSTIC GAS DETECTOR, SO2 MONITOR	557536	1	4	009	TAT LEADER	07/26/91	1309
81	BAYER DIAGNOSTIC CHARGER, SO2 MONITOX	551661	1	4	009	TAT LEADER	07/26/91	239
81	DORMAN CHAIR, DESK	N/A	1	4	009	TAT LEADER	12/10/87	0
82	DORMAN CHAIR, DESK	N/A	1	4	009	TAT LEADER	12/10/87	0
83	DORMAN CHAIR, SIDE	N/A	1	4	009	TAT LEADER	12/10/87	0
84	BAYER DIAGNOSTIC DATA LOGGER, MONITOX	00124	1	4	009	TAT LEADER	01/25/93	999
84	DORMAN CHAIR, SIDE	N/A	1	4	009	TAT LEADER	12/10/87	0
85	DORMAN CHAIR, SIDE	N/A	1	4	009	TAT LEADER	12/10/87	0

Descriptions of Government Furnished Property/Equipment

ITEM NO.	NAME & DESCRIPTION (MAKE & MODEL)	SERIAL NO.	QTY.	STATUS	LOCATION	PROPERTY MANAGER	DATE ACQUIRED	EST. COST/ VALUE
86	DORMAN CHAIR, SIDE	N/A	1	4	009	TAT LEADER	12/10/87	0
87	DORMAN CHAIR, SIDE	N/A	1	4	009	TAT LEADER	12/10/87	0
88	DORMAN CHAIR, SIDE	N/A	1	4	009	TAT LEADER	12/10/87	0
89	DORMAN CHAIR, SIDE	N/A	1	4	009	TAT LEADER	12/10/87	0
90	DORMAN CHAIR, SIDE	N/A	1	4	009	TAT LEADER	12/10/87	0
91	DORMAN CHAIR, SIDE	N/A	1	4	009	TAT LEADER	12/10/87	0
92	DORMAN CHAIR, SIDE	N/A	1	4	009	TAT LEADER	12/10/87	0
93	DORMAN FILE, LATERAL	N/A	1	4	009	TAT LEADER	12/10/87	0
94	DORMAN FILE, LATERAL	N/A	1	4	009	TAT LEADER	12/10/87	0
95	DORMAN FILE, LATERAL	N/A	1	4	009	TAT LEADER	12/10/87	0
96	DORMAN FILE, LATERAL	N/A	1	4	009	TAT LEADER	12/10/87	0
97	DORMAN FILE, LATERAL	N/A	1	4	009	TAT LEADER	12/10/87	0
98	DORMAN FILE, LATERAL	N/A	1	4	009	TAT LEADER	12/10/87	0
99	DORMAN FILE, LATERAL	N/A	1	4	009	TAT LEADER	12/10/87	0
100	DORMAN FILE, LATERAL	N/A	1	4	009	TAT LEADER	12/10/87	0

Descriptions of Government Furnished Property/Equipment

ITEM NO.	NAME & DESCRIPTION (MAKE & MODEL)	SERIAL NO.	QTY.	STATUS	LOCATION	PROPERTY MANAGER	DATE ACQUIRED	EST. COST/ VALUE
101	DORMAN FILE, LATERAL	N/A	1	4	009	TAT LEADER	12/10/87	0
102	DORMAN FILE, LATERAL	N/A	1	4	009	TAT LEADER	12/10/87	0
102	CHEVROLET VEHICLE, STEP VAN, 1980	CPL3593323769	1	6	019	TAT LEADER	10/01/82	19240
103	DORMAN FILE, 2-DRAWER	N/A	1	4	009	TAT LEADER	12/10/87	0
104	DORMAN FILE, 2-DRAWER	N/A	1	4	009	TAT LEADER	12/10/87	0
105	DORMAN FILE, 2-DRAWER	N/A	1	4	009	TAT LEADER	12/10/87	0
106	DORMAN FILE, 2-DRAWER	N/A	1	4	009	TAT LEADER	12/10/87	0
107	DORMAN FILE, 2-DRAWER	N/A	1	4	009	TAT LEADER	12/10/87	0
108	DORMAN FILE, 2-DRAWER	N/A	1	4	009	TAT LEADER	12/10/87	0
109	SAFCO CABINET	N/A	1	4	009	TAT LEADER	09/15/87	0
109	DORMAN FILE, 2-DRAWER	N/A	1	4	009	TAT LEADER	12/10/87	0
110	DORMAN FILE, 2-DRAWER	N/A	1	4	009	TAT LEADER	12/10/87	0
111	DORMAN FILE, 2-DRAWER	N/A	1	4	009	TAT LEADER	12/10/87	0
112	DORMAN FILE, 2-DRAWER	N/A	1	4	009	TAT LEADER	12/10/87	0
113	DORMAN FILE, 2-DRAWER	N/A	1	4	009	TAT LEADER	12/10/87	0

Descriptions of Government Furnished Property/Equipment

ITEM NO.	NAME & DESCRIPTION (MAKE & MODEL)	SERIAL NO.	QTY.	STATUS	LOCATION	PROPERTY MANAGER	DATE ACQUIRED	EST. COST/ VALUE
114	DORMAN FILE, 2-DRAWER	N/A	1	4	009	TAT LEADER	12/10/87	0
115	DORMAN FILE, 2-DRAWER	N/A	1	4	009	TAT LEADER	12/10/87	0
116	DORMAN FILE, 2-DRAWER	N/A	1	4	009	TAT LEADER	12/10/87	0
117	DORMAN FILE, 2-DRAWER	N/A	1	4	009	TAT LEADER	12/10/87	0
118	DORMAN FILE, 2-DRAWER	N/A	1	4	009	TAT LEADER	12/10/87	0
119	DORMAN FILE, 2-DRAWER	N/A	1	4	009	TAT LEADER	12/10/87	0
120	DORMAN FILE, 2-DRAWER	N/A	1	4	009	TAT LEADER	12/10/87	0
121	DORMAN FILE, 2-DRAWER	N/A	1	4	009	TAT LEADER	12/10/87	0
122	DORMAN FILE, 2-DRAWER	N/A	1	4	009	TAT LEADER	12/10/87	0
123	IBM TYPEWRITER	6747116206263	1	4	009	TAT LEADER	06/22/88	804
124	HON WORK STATION	N/A	1	4	009	TAT LEADER	12/10/87	2427
125	HON WORK STATION	N/A	1	4	009	TAT LEADER	12/10/87	2427
126	HON WORK STATION	N/A	1	4	009	TAT LEADER	12/10/87	2427
127	HON WORK STATION	N/A	1	4	009	TAT LEADER	12/10/87	2427
128	ANDREW WILSON SHELVING UNIT	N/A	1	4	009	TAT LEADER	03/01/88	319

Descriptions of Government Furnished Property/Equipment

ITEM NO.	NAME & DESCRIPTION (MAKE & MODEL)	SERIAL NO.	QTY.	STATUS	LOCATION	PROPERTY MANAGER	DATE ACQUIRED	EST. COST/ VALUE
128	HON WORK STATION	N/A	1	4	009	TAT LEADER	12/10/87	2427
129	HON WORK STATION	N/A	1	4	009	TAT LEADER	12/10/87	2427
130	HON WORK STATION	N/A	1	4	009	TAT LEADER	12/10/87	2427
131	HON WORK STATION	N/A	1	4	009	TAT LEADER	12/10/87	2428
132	HON WORK STATION	N/A	1	4	009	TAT LEADER	12/10/87	2428
133	HON WORK STATION	N/A	1	4	009	TAT LEADER	12/10/87	2428
135	DORMAN CHAIR, GUEST	N/A	1	4	009	TAT LEADER	12/22/87	206
137	DORMAN CHAIR, GUEST	N/A	1	4	009	TAT LEADER	12/22/87	207
138	DORMAN DESK, EXECUTIVE	N/A	1	4	009	TAT LEADER	01/07/88	373
139	DORMAN DESK, REGULAR	N/A	1	4	009	TAT LEADER	01/07/88	215
141	DORMAN CHAIR, DESK	N/A	1	4	009	TAT LEADER	01/07/88	164
142	DORMAN CREDENZA	N/A	1	4	009	TAT LEADER	01/07/88	272
143	LITTLE CITY BOOKCASE	N/A	1	4	009	TAT LEADER	07/14/88	114
144	DORMAN CHAIR, SIDE	N/A	1	4	009	TAT LEADER	01/07/88	137
145	DORMAN CHAIR, SIDE	N/A	1	4	009	TAT LEADER	01/07/88	137

Descriptions of Government Furnished Property/Equipment

ITEM NO.	NAME & DESCRIPTION (MAKE & MODEL)	SERIAL NO.	QTY.	STATUS	LOCATION	PROPERTY MANAGER	DATE ACQUIRED	EST. COST/ VALUE
146	DORMAN CHAIR, SIDE	N/A	1	4	009	TAT LEADER	01/07/88	137
147	KODAK PROJECTOR, SLIDE	032943	1	4	009	TAT LEADER	02/23/88	229
148	NIKON BINOCULARS	704224	1	4	009	TAT LEADER	02/23/88	185
149	NIKON BINOCULARS	704225	1	4	009	TAT LEADER	02/23/88	185
153	MSA RESPIRATOR, INDUSTRIAL	N/A	1	4	009	TAT LEADER	12/03/87	208
154	MSA SCBA	H6133E	1	4	009	TAT LEADER	11/08/82	676
159	DORMAN DESK, SECRETARIAL	N/A	1	4	009	TAT LEADER	01/07/88	265
160	HAHN & MEYERS FILE CABINET	N/A	1	4	009	TAT LEADER	09/08/88	210
160	CLEMENTS AUGER KIT	005399	1	4	009	TAT LEADER	04/29/88	1010
161	SANYO REFRIGERATOR, SAMPLES	880100510	1	4	009	TAT LEADER	04/15/88	199
162	HAHN & MEYERS STORAGE CABINET	N/A	1	4	009	TAT LEADER	09/07/88	454
162	SCHONSTEDT MAGNETIC LOCATOR	N/A	1	4	009	TAT LEADER	04/14/88	675
163	MSA SELF CONTAINED BREATHING APP.	TH075210	1	4	009	TAT LEADER	05/04/88	1800
164	MSA CYLINDER, AIR	285-102862	1	4	009	TAT LEADER	05/04/88	436
165	MSA SELF CONTAINED BREATHING APP.	TH075280	1	4	009	TAT LEADER	05/04/88	1800

Descriptions of Government Furnished Property/Equipment

ITEM NO.	NAME & DESCRIPTION (MAKE & MODEL)	SERIAL NO.	QTY.	STATUS	LOCATION	PROPERTY MANAGER	DATE ACQUIRED	EST. COST/ VALUE
166	MSA CYLINDER, AIR	285-103348	1	4	009	TAT LEADER	05/04/88	437
167	MSA SCBA	TH075335	1	4	009	TAT LEADER	05/04/88	1800
168	MSA CYLINDER, AIR	285-103322	1	4	009	TAT LEADER	05/04/88	436
169	MSA SCBA	TH075140	1	4	009	TAT LEADER	05/04/88	1800
170	MSA CYLINDER, AIR	285-102891	1	4	009	TAT LEADER	05/04/88	437
171	MSA SCBA	TH075130	1	4	009	TAT LEADER	05/04/88	1800
172	MSA CYLINDER, AIR	285-103201	1	4	009	TAT LEADER	05/04/88	436
173	MSA SCBA	TH075100	1	4	009	TAT LEADER	05/04/88	1800
174	MSA CYLINDER, AIR	285-102854	1	4	009	TAT LEADER	05/04/88	437
175	LITTLE CITY DESK, SECRETARIAL	N/A	1	4	009	TAT LEADER	07/14/88	540
176	SCHWABACHER BOOKCASE	N/A	1	4	009	TAT LEADER	01/04/88	140
177	GMW SAMPLING PUMP, HI VOL	1912	1	4	009	TAT LEADER	09/20/88	1569
178	DORMAN CHAIR, DESK	N/A	1	4	009	TAT LEADER	03/16/87	144
178	GMW SAMPLING PUMP, HI VOL	1910	1	4	009	TAT LEADER	09/20/88	1569
179	GMW SAMPLING PUMP, HI VOL	1908	1	4	009	TAT LEADER	09/20/88	1569

Descriptions of Government Furnished Property/Equipment

ITEM NO.	NAME & DESCRIPTION (MAKE & MODEL)	SERIAL NO.	QTY.	STATUS	LOCATION	PROPERTY MANAGER	DATE ACQUIRED	EST. COST/ VALUE
183	DORMAN CHAIR, DESK	N/A	1	4	009	TAT LEADER	03/16/87	144
185	LITTLE CITY FILE CABINET	N/A	1	4	009	TAT LEADER	10/12/88	163
186	LITTLE CITY FILE CABINET	N/A	1	4	009	TAT LEADER	10/12/88	163
187	LITTLE CITY FILE CABINET	N/A	1	4	009	TAT LEADER	10/12/88	163
188	GMW SAMPLING HEAD, HI VOL	N/A	1	4	009	TAT LEADER	09/25/88	1738
189	GMW TOP LOADING ADAPTOR, HI VOL	N/A	1	4	009	TAT LEADER	09/25/88	97
190	DORMAN FILE CABINET	N/A	1	4	019	TAT LEADER	01/11/88	180
191	DORMAN FILE CABINET	N/A	1	4	019	TAT LEADER	01/11/88	180
192	DORMAN FILE CABINET	N/A	1	4	019	TAT LEADER	01/11/88	180
193	DORMAN FILE CABINET	N/A	1	4	019	TAT LEADER	01/11/88	180
194	DORMAN FILE CABINET	N/A	1	4	019	TAT LEADER	01/11/88	180
195	DORMAN FILE CABINET	N/A	1	4	019	TAT LEADER	01/11/88	180
196	DORMAN CREDENZA	N/A	1	4	019	TAT LEADER	01/11/88	171
197	DORMAN DESK, REGULAR	N/A	1	5	019	TAT LEADER	01/11/88	207
198	DORMAN DESK, REGULAR	N/A	1	4	019	TAT LEADER	01/11/88	207

Descriptions of Government Furnished Property/Equipment

ITEM NO.	NAME & DESCRIPTION (MAKE & MODEL)	SERIAL NO.	QTY.	STATUS	LOCATION	PROPERTY MANAGER	DATE ACQUIRED	EST. COST/ VALUE
199	DORMAN CHAIR, DESK	N/A	1	5	019	TAT LEADER	01/11/88	158
200	DORMAN CHAIR, DESK	N/A	1	4	019	TAT LEADER	01/11/88	158
201	DORMAN CHAIR, SIDE	N/A	1	4	019	TAT LEADER	01/11/88	137
203	DORMAN CHAIR, SIDE	N/A	1	5	019	TAT LEADER	01/11/88	137
204	COLEMAN COOLER	N/A	1	4	019	TAT LEADER	10/01/86	35
205	COMPAQ COMPUTER, FIELD	1752AL2B0381	1	4	019	TAT LEADER	07/11/88	3940
206	EPSON PRINTER, FIELD COMPUTER	P0053221	1	4	019	TAT LEADER	04/05/88	385
207	MSA RESPIRATOR, FF, CANISTER, BACK	N/A	1	4	019	TAT LEADER	07/31/85	136
208	DORMAN FILE, LATERAL	N/A	1	4	009	TAT LEADER	06/12/87	140
208	PENTAX CAMERA, 35 MM	3197428	1	4	019	TAT LEADER	11/09/87	287
209	PENTAX LENS, 50 MM	1931944	1	4	019	TAT LEADER	11/09/87	0
210	UNKNOWN CHAIR, DESK	N/A	1	4	019	TAT LEADER	10/01/86	150
211	UNKNOWN DESK	N/A	1	4	019	TAT LEADER	10/01/86	150
212	KENMORE REFRIGERATOR	880100313	1	4	019	TAT LEADER	04/28/88	157
213	MSA SCBA	TH075036	1	4	019	TAT LEADER	/ /	0

Descriptions of Government Furnished Property/Equipment

ITEM NO.	NAME & DESCRIPTION (MAKE & MODEL)	SERIAL NO.	QTY.	STATUS	LOCATION	PROPERTY MANAGER	DATE ACQUIRED	EST. COST/ VALUE
214	MSA CYLINDER, AIR	285-102859	1	4	019	TAT LEADER	/ /	0
215	MSA SCBA	TH075137	1	4	019	TAT LEADER	/ /	0
216	DORMAN FILE, LATERAL	N/A	1	4	009	TAT LEADER	06/12/87	140
216	MSA CYLINDER, AIR	285-102921	1	4	019	TAT LEADER	/ /	0
217	DORMAN BOOKCASE	N/A	1	4	019	TAT LEADER	05/06/88	137
218	DORMAN BOOKCASE	N/A	1	4	019	TAT LEADER	05/06/88	137
219	DORMAN CHAIR, SIDE	N/A	1	4	009	TAT LEADER	06/12/87	83
219	DORMAN BOOKCASE	N/A	1	4	019	TAT LEADER	05/06/88	138
220	DORMAN BOOKCASE	N/A	1	4	019	TAT LEADER	05/06/88	179
221	DORMAN BOOKCASE	N/A	1	4	019	TAT LEADER	05/06/88	179
223	ILC DOVER COOLING VEST	N/A	1	4	019	TAT LEADER	08/09/88	231
224	ILC DOVER COOLING VEST	N/A	1	4	019	TAT LEADER	08/09/88	231
225	DORMAN CHAIR, SIDE	N/A	1	4	009	TAT LEADER	06/12/87	83
225	ILC DOVER COOLING VEST	N/A	1	4	019	TAT LEADER	08/09/88	231
226	ILC DOVER COOLING VEST	N/A	1	4	019	TAT LEADER	08/09/88	231

Descriptions of Government Furnished Property/Equipment

ITEM NO.	NAME & DESCRIPTION (MAKE & MODEL)	SERIAL NO.	QTY.	STATUS	LOCATION	PROPERTY MANAGER	DATE ACQUIRED	EST. COST/ VALUE
227	ILC DOVER COOLING VEST	N/A	1	4	019	TAT LEADER	08/09/88	230
237	CANON LENS, ZOOM	67627	1	4	009	TAT LEADER	12/01/82	220
240	UNKNOWN DESK, TECHNICAL	N/A	1	7	009	TAT LEADER	12/02/82	100
241	UNKNOWN TABLE, CONFERENCE	N/A	1	8	009	TAT LEADER	11/09/82	195
242	UNKNOWN CABINET, FILING	N/A	1	8	009	TAT LEADER	12/02/82	170
243	UNKNOWN BOOKCASE	N/A	1	4	009	TAT LEADER	07/06/83	80
245	UNKNOWN CABINET, FILING	N/A	1	4	009	TAT LEADER	11/09/82	170
247	MSA CYLINDER, SCBA	59-23495	1	4	009	TAT LEADER	11/09/82	300
250	UNKNOWN CABINET, FILING	N/A	1	4	009	TAT LEADER	12/02/82	170
252	UNKNOWN CHAIR, DESK (SWIVEL, W/ARMS)	N/A	1	5	009	TAT LEADER	12/02/82	99
262	HNU PID ANALYZER, HNU	81593	1	5	009	TAT LEADER	12/02/82	1835
263	HNU PROBE, 10.2 EV	N/A	1	5	009	TAT LEADER	12/02/82	1800
264	HNU PROBE, 11.7 EV	02171	1	6	009	TAT LEADER	12/02/82	1995
265	MSA CYLINDER, SCBA	59-53762	1	4	009	TAT LEADER	11/01/83	306
266	MSA CYLINDER, SCBA	59-26294	1	4	009	TAT LEADER	11/08/82	300

Descriptions of Government Furnished Property/Equipment

ITEM NO.	NAME & DESCRIPTION (MAKE & MODEL)	SERIAL NO.	QTY.	STATUS	LOCATION	PROPERTY MANAGER	DATE ACQUIRED	EST. COST/ VALUE
267	MSA SCBA	H3638F	1	4	009	TAT LEADER	11/08/82	676
268	MSA SCBA	AA294076	1	4	009	TAT LEADER	11/08/82	676
269	MSA CYLINDER, SCBA	59-25772	1	4	009	TAT LEADER	11/08/82	300
270	MSA CYLINDER, SCBA	59-24955	1	S	009	TAT LEADER	11/09/82	300
272	YSI CONDUCTIVITY METER	9343	1	4	009	TAT LEADER	12/02/82	590
275	DRAEGER PUMP, DETECTOR TUBE	0004197	1	5	009	TAT LEADER	12/02/82	230
278	UNKNOWN BOOKCASE	N/A	1	4	009	TAT LEADER	12/02/82	120
279	BOOKCASE	N/A	1	4	009	TAT LEADER	10/01/82	140
279	VICTOREEN METER, RADIATION (a)	4571M	1	4	009	TAT LEADER	12/02/82	1065
280	ARTSTEEL DESK	N/A	1	4	009	TAT LEADER	10/01/82	290
281	ARTSTEEL DESK	N/A	1	4	009	TAT LEADER	10/01/82	290
282	RANGING RANGEFINDER	3558228	1	7	009	TAT LEADER	11/09/82	83
283	ARTSTEEL FILE, CABINET	N/A	1	4	009	TAT LEADER	10/01/82	110
284	ARTSTEEL FILE, CABINET	N/A	1	4	009	TAT LEADER	10/01/82	110
285	ROBT. SHAW RESPIRATOR, ESCAPE, 5-MINUTE	8022026	1	5	009	TAT LEADER	12/02/82	258

Descriptions of Government Furnished Property/Equipment

ITEM NO.	NAME & DESCRIPTION (MAKE & MODEL)	SERIAL NO.	QTY.	STATUS	LOCATION	PROPERTY MANAGER	DATE ACQUIRED	EST. COST/ VALUE
286	ECK ADAMS CHAIR, DESK	N/A	1	4	009	TAT LEADER	10/01/82	80
286	ZEE INHALATOR, OXYGEN	N/A	1	4	009	TAT LEADER	11/09/82	100
287	ECK ADAMS CHAIR, DESK	N/A	1	4	009	TAT LEADER	10/01/82	80
287	JENSEN TOOL KIT	N/A	1	4	009	TAT LEADER	12/02/82	100
289	ECK ADAMS CHAIR, DESK	N/A	1	4	009	TAT LEADER	10/01/82	80
289	ROBT. SHAW RESPIRATOR, ESCAPE, 5-MINUTE	8022029	1	5	009	TAT LEADER	12/02/82	258
291	HON DESK	N/A	1	4	009	TAT LEADER	10/31/83	313
293	MCGRAW TEST KIT, PCB	N/A	1	6	009	TAT LEADER	05/01/84	3708
295	CHEVROLET VEHICLE, SUBURBAN	1G8GK26M5FF105065	1	5	009	TAT LEADER	07/13/84	15194
296	MSA CYLINDER, SCBA, ULTRALITE	285-33775	1	4	009	TAT LEADER	11/01/85	315
297	MSA CYLINDER, SCBA, ULTRALITE	285-33888	1	4	009	TAT LEADER	11/01/85	315
299	MSA CYLINDER, SCBA, ULTRALITE	285-32463	1	4	009	TAT LEADER	11/01/85	315
300	MSA CYLINDER, SCBA, ULTRALITE	285-32443	1	4	009	TAT LEADER	11/01/85	315
301	MSA CYLINDER, SCBA, ULTRALITE	285-32246	1	4	009	TAT LEADER	11/01/85	315
303	RADIO SHACK DESK, SYSTEM COMPUTER	N/A	1	9	009	TAT LEADER	04/01/83	332

Descriptions of Government Furnished Property/Equipment

ITEM NO.	NAME & DESCRIPTION (MAKE & MODEL)	SERIAL NO.	QTY.	STATUS	LOCATION	PROPERTY MANAGER	DATE ACQUIRED	EST. COST/ VALUE
305	MSA CYLINDER, SCBA	59-77610	1	4	009	TAT LEADER	11/01/83	306
306	MSA CYLINDER, SCBA	59-83434	1	4	009	TAT LEADER	11/01/83	306
307	MSA CYLINDER, SCBA	59-83397	1	4	009	TAT LEADER	11/01/83	306
308	MSA CYLINDER, SCBA	59-83439	1	4	009	TAT LEADER	11/01/83	306
309	MSA CYLINDER, SCBA	59-83437	1	4	009	TAT LEADER	11/01/83	306
310	MSA EXPLOSIMETER/O2 METER	007724	1	4	009	TAT LEADER	10/12/83	1200
313	HNU PID ANALYZER, HNU	31191	1	4	009	TAT LEADER	11/01/83	1835
314	HNU PROBE, 10.2 EV	11015	1	4	009	TAT LEADER	11/01/83	1800
315	VICTOREEN METER, RADIATION	4381M	1	5	009	TAT LEADER	10/01/83	625
316	VICTOREEN PROBE, SCINTILLATION	1286	1	4	009	TAT LEADER	10/01/83	620
317	FOXBORO ORGANIC VAPOR ANALYZER, GC	50141	1	4	019	TAT LEADER	10/01/83	6100
318	HUDSON FILE, CABINET	N/A	1	4	009	TAT LEADER	10/01/82	120
318	FOXBORO RECORDER, STRIP CHART	16207AD	1	4	019	TAT LEADER	10/01/83	410
319	FOXBORO ISOTHERMAL PACK, PORTABLE	41161-10S	1	4	009	TAT LEADER	10/01/83	700
320	FOXBORO DESORBER, PROGRAMMED THERMAL	8022D	1	4	009	TAT LEADER	10/01/83	3990

Descriptions of Government Furnished Property/Equipment

ITEM NO.	NAME & DESCRIPTION (MAKE & MODEL)	SERIAL NO.	QTY.	STATUS	LOCATION	PROPERTY MANAGER	DATE ACQUIRED	EST. COST/ VALUE
321	VIEWMAKER VIEWER, SLIDE, HANDHELD	N/A	1	4	009	TAT LEADER	03/20/83	20
322	HUDSON FILE, CABINET	N/A	1	4	009	TAT LEADER	10/01/82	120
330	CHAIR, DESK	N/A	1	4	009	TAT LEADER	10/01/82	99
330	UNKNOWN TABLE, CONFERENCE	N/A	1	4	009	TAT LEADER	01/08/84	217
331	DIRECT SAF LANTERN, RECHARGEABLE	N/A	1	4	009	TAT LEADER	11/09/82	40
332	ENCON STATION, EYEWASH	N/A	1	4	009	TAT LEADER	11/09/82	514
333	CHAIR, DESK	N/A	1	4	009	TAT LEADER	10/01/82	99
333	ROBT. SHAW RESPIRATOR, ESCAPE, 5-MINUTE	3110269	1	5	009	TAT LEADER	10/12/83	210
334	ROBT. SHAW RESPIRATOR, ESCAPE, 5-MINUTE	3110267	1	5	009	TAT LEADER	10/12/83	210
335	ROBT. SHAW RESPIRATOR, ESCAPE, 5-MINUTE	3110271	1	5	009	TAT LEADER	10/12/83	210
336	ROBT. SHAW RESPIRATOR, ESCAPE, 5-MINUTE	3110268	1	5	009	TAT LEADER	10/12/83	210
351	VICTOREEN PROBE, BETA (TO VICTOREEN 490)	904	1	4	009	TAT LEADER	10/01/83	150
352	DRAEGER PUMP, DETECTOR TUBE	0004624A	1	5	009	TAT LEADER	10/12/83	222
353	DRAEGER PUMP, DETECTOR TUBE	1003597/79	1	5	009	TAT LEADER	10/12/83	222
354	ORION PH METER	11787	1	4	009	TAT LEADER	10/11/83	225

Descriptions of Government Furnished Property/Equipment

ITEM NO.	NAME & DESCRIPTION (MAKE & MODEL)	SERIAL NO.	QTY.	STATUS	LOCATION	PROPERTY MANAGER	DATE ACQUIRED	EST. COST/ VALUE
355	HACH PH METER	N/A	1	4	009	TAT LEADER	01/01/01	150
356	UNKNOWN CHAIR, DESK (SWIVEL, W/ARMS)	N/A	1	4	009	TAT LEADER	11/05/85	99
357	UNKNOWN CHAIR, DESK (SWIVEL, W/ARMS)	N/A	1	8	009	TAT LEADER	07/06/83	78
358	UNKNOWN BOOKCASE	N/A	1	5	009	TAT LEADER	03/28/85	116
359	UNKNOWN FILE CABINET, LETTER	N/A	1	4	009	TAT LEADER	11/05/85	170
360	UNKNOWN FILE CABINET, LETTER	N/A	1	4	009	TAT LEADER	11/05/85	170
361	UNKNOWN FILE CABINET, LETTER W/ LOCK	N/A	1	4	009	TAT LEADER	11/05/85	170
362	O'SULLIVAN TABLE, PRINTER	N/A	1	4	009	TAT LEADER	02/18/86	131
363	O'SULLIVAN TABLE, COMPUTER	N/A	1	4	009	TAT LEADER	02/18/86	128
364	MSA RESPIRATOR, FF, CANISTER, BACK	N/A	1	4	009	TAT LEADER	10/12/83	136
365	UNKNOWN CABINET, FILING	N/A	1	6	009	TAT LEADER	03/28/85	165
366	UNKNOWN BOOKCASE	N/A	1	4	009	TAT LEADER	03/28/85	116
367	UNKNOWN BOOKCASE	N/A	1	4	009	TAT LEADER	07/06/83	55
369	BOOKCASE	N/A	1	5	009	TAT LEADER	10/01/82	140
369	UNKNOWN CHAIR, DESK (SWIVEL, W/ARMS)	N/A	1	4	009	TAT LEADER	11/05/85	99

Descriptions of Government Furnished Property/Equipment

ITEM NO.	NAME & DESCRIPTION (MAKE & MODEL)	SERIAL NO.	QTY.	STATUS	LOCATION	PROPERTY MANAGER	DATE ACQUIRED	EST. COST/ VALUE
370	UNKNOWN DESK, TECHNICAL	N/A	1	4	009	TAT LEADER	11/05/85	248
371	UNKNOWN BOOKCASE, 3 SHELF	N/A	1	4	009	TAT LEADER	11/05/85	120
372	UNKNOWN BOOKCASE	N/A	1	4	009	TAT LEADER	07/06/83	55
373	UNKNOWN CHAIR, DESK (SWIVEL, W/ARMS)	N/A	1	4	009	TAT LEADER	07/06/83	78
374	UNKNOWN CHAIR, SIDE, W/ARMS	N/A	1	4	009	TAT LEADER	11/05/85	90
375	UNKNOWN CHAIR, SIDE, W/ARMS	N/A	1	4	009	TAT LEADER	11/05/85	90
376	UNKNOWN BOOKCASE	N/A	1	4	009	TAT LEADER	07/06/83	52
377	UNKNOWN BOOKCASE	N/A	1	4	009	TAT LEADER	12/02/82	120
378	UNKNOWN CABINET, FILING	N/A	1	5	009	TAT LEADER	07/06/83	143
379	FILE, CABINET	N/A	1	4	009	TAT LEADER	10/01/82	150
379	UNKNOWN BOOKCASE,3 SHELF	N/A	1	4	009	TAT LEADER	11/05/85	120
380	UNKNOWN DESK, TECHNICAL	N/A	1	4	009	TAT LEADER	11/05/85	248
381	UNKNOWN CHAIR, DESK (SWIVEL, W/ARMS)	N/A	1	4	009	TAT LEADER	11/05/85	99
382	CHAIR, DESK	N/A	1	4	009	TAT LEADER	10/01/82	125
383	UNKNOWN BOOKCASE, 3 SHELF	N/A	1	4	009	TAT LEADER	11/05/85	120

Descriptions of Government Furnished Property/Equipment

ITEM NO.	NAME & DESCRIPTION (MAKE & MODEL)	SERIAL NO.	QTY.	STATUS	LOCATION	PROPERTY MANAGER	DATE ACQUIRED	EST. COST/ VALUE
385	UNKNOWN CHAIR, DESK (SWIVEL, W/ARMS)	N/A	1	4	009	TAT LEADER	11/09/82	99
386	UNKNOWN DESK, TECHNICAL	N/A	1	4	009	TAT LEADER	11/05/85	248
387	UNKNOWN CABINET, FILING	N/A	1	4	009	TAT LEADER	03/28/85	165
388	CANON LENS, CAMERA	3615873	1	8	009	TAT LEADER	12/01/82	130
397	UNKNOWN BAG, CAMERA	N/A	1	4	009	TAT LEADER	04/15/86	40
398	HON FILE, CABINET (LETTER)	N/A	1	4	009	TAT LEADER	11/15/83	165
398	HNU REGULATOR, CALIBRATION	N/A	1	4	009	TAT LEADER	11/01/83	95
399	HNU CHARGER, BATTERY, HNU	N/A	1	4	009	TAT LEADER	11/01/83	360
400	HNU REGULATOR, CALIBRATION	N/A	1	4	009	TAT LEADER	12/02/82	90
401	HNU CHARGER, BATTERY, HNU	N/A	1	4	009	TAT LEADER	12/02/82	360
402	BLACK BOX SWITCH, BLACK BOX	555201921	1	4	009	TAT LEADER	03/07/86	99
403	IBM COMPUTER, HARD DISK	0273138	1	5	009	TAT LEADER	03/07/86	5039
404	IBM KEYBOARD, COMPUTER	263130492	1	4	009	TAT LEADER	03/07/86	207
405	SYSDYNE MONITOR, COMPUTER, MONOCHROME	50486382	1	4	009	TAT LEADER	03/07/86	116
406	HEWL.-PACK PRINTER, LASERJET	2531J23378	1	4	009	TAT LEADER	03/07/86	2199

Descriptions of Government Furnished Property/Equipment

ITEM NO.	NAME & DESCRIPTION (MAKE & MODEL)	SERIAL NO.	QTY.	STATUS	LOCATION	PROPERTY MANAGER	DATE ACQUIRED	EST. COST/ VALUE
407	HEWL-PACK CARTRIDGE, FONT, TO LASERJET	N/A	1	4	009	TAT LEADER	03/07/86	165
409	ARTSTEEL DESK, SECRETARIAL	7304TR	1	4	009	TAT LEADER	12/08/83	375
413	HON FILE, CABINET (LETTER)	N/A	1	4	009	TAT LEADER	10/31/83	163
414	MANU CHAIR, STACKING	N/A	1	4	009	TAT LEADER	10/31/83	53
415	PANASONIC PRINTER, DOT-MATRIX, (FOR COMP	5KKADI18188	1	4	009	TAT LEADER	02/17/86	334
421	ECK ADAMS CHAIR, EXECUTIVE	N/A	1	4	009	TAT LEADER	11/15/83	135
425	MSA SCBA	EC222144	1	4	009	TAT LEADER	11/01/83	724
426	MSA SCBA	EC222060	1	4	009	TAT LEADER	11/01/83	724
427	MSA SCBA	EC132095	1	4	009	TAT LEADER	11/01/83	724
428	MSA SCBA,ULTRALITE	NE277317	1	4	009	TAT LEADER	11/01/85	807
429	MSA SCBA,ULTRALITE	NE277411	1	4	009	TAT LEADER	11/01/85	807
430	MSA SCBA,ULTRALITE	NE277097	1	4	009	TAT LEADER	11/01/85	807
431	MSA CYLINDERS, SCBA	59-65875	1	4	009	TAT LEADER	11/01/83	306
432	UNKNOWN CHAIR, SIDE, W/ARMS	N/A	1	4	009	TAT LEADER	11/05/85	90
433	UNKNOWN CHAIR, SIDE, W/ARMS	N/A	1	5	009	TAT LEADER	12/02/82	90

Descriptions of Government Furnished Property/Equipment

ITEM NO.	NAME & DESCRIPTION (MAKE & MODEL)	SERIAL NO.	QTY.	STATUS	LOCATION	PROPERTY MANAGER	DATE ACQUIRED	EST. COST/ VALUE
434	UNKNOWN BOOKCASE	N/A	1	4	009	TAT LEADER	07/06/83	80
435	UNKNOWN CHAIR, COMPUTER	N/A	1	7	009	TAT LEADER	02/18/86	129
436	UNKNOWN CHAIR, SIDE, W/ARMS	N/A	1	4	009	TAT LEADER	11/09/82	90
437	MSA RESPIRATOR,FF,CAN.-BACK	N/A	1	4	019	TAT LEADER	11/01/85	249
442	MSA RESPIRATOR,FF,CAN.-BACK	N/A	1	4	009	TAT LEADER	09/19/84	188
445	PENINSULA BOOKCASE	N/A	1	4	009	TAT LEADER	02/01/84	125
446	PENINSULA CHAIR, DESK	N/A	1	4	009	TAT LEADER	02/01/84	126
455	ROBT. SHAW RESPIRATOR, ESCAPE, 5-MINUTE	8022030	1	5	019	TAT LEADER	11/09/82	100
456	ZEE KIT, FIRST AID	N/A	1	4	019	TAT LEADER	12/02/82	70
459	HNU PID ANALYZER, HNU	41505	1	4	019	TAT LEADER	08/01/84	1785
460	HNU PROBE, 11.7 EV	04450	1	7	019	TAT LEADER	08/01/84	2370
461	VICTOREEN METER, RADIATION	4840M	1	4	019	TAT LEADER	08/01/84	525
463	SAFETY EQ. CABINET, FLAMMABLE LIQUID	N/A	1	4	019	TAT LEADER	08/01/84	380
464	MONROE PHOTOCOPIER	37025356C	1	6	019	TAT LEADER	08/01/84	2325
465	MOTOROLA RADIO, PORTABLE	378AJU0105	1	4	019	TAT LEADER	08/01/84	2537

Descriptions of Government Furnished Property/Equipment

ITEM NO.	NAME & DESCRIPTION (MAKE & MODEL)	SERIAL NO.	QTY.	STATUS	LOCATION	PROPERTY MANAGER	DATE ACQUIRED	EST. COST/ VALUE
466	HON FILE, CABINET	N/A	1	4	009	TAT LEADER	02/01/84	123
466	MOTOROLA RADIO, PORTABLE	378AJU0106	1	4	019	TAT LEADER	08/01/84	2537
467	MSA SCBA	EC061163	1	4	019	TAT LEADER	08/01/84	720
468	MSA SCBA	ED044123	1	4	019	TAT LEADER	08/01/84	720
469	PENINSULA CHAIR, STACKING	N/A	1	4	009	TAT LEADER	10/15/84	27
469	MSA EXPLOSIMETER/O2 METER	009432	1	4	019	TAT LEADER	08/01/84	934
471	IBM COMPUTER, IBM PCXT	55115665160	1	4	009	TAT LEADER	08/01/84	3926
472	IBM TYPEWRITER	4246970	1	4	019	TAT LEADER	10/23/85	824
473	SHARP CALCULATOR, DESKTOP	2103049Y	1	4	019	TAT LEADER	10/23/85	56
474	DRAEGER PUMP, DETECTOR TUBE	0004750/84	1	4	019	TAT LEADER	07/11/84	257
480	CHEVROLET VEHICLE, BLAZER	1G8CT18B5F8102270	1	8	019	TAT LEADER	10/23/85	14354
482	POLAROID CAMERA, INSTAMATIC	N/A	1	4	019	TAT LEADER	01/01/01	25
486	UNKNOWN DESK, TECHNICAL	N/A	1	4	019	TAT LEADER	07/30/84	214
488	UNKNOWN CHAIR, DESK (SWIVEL, W/ARMS)	N/A	1	4	019	TAT LEADER	07/30/84	96
489	UNKNOWN CHAIR, DESK (SWIVEL, W/ARMS)	N/A	1	5	019	TAT LEADER	07/30/84	96

Descriptions of Government Furnished Property/Equipment

ITEM NO.	NAME & DESCRIPTION (MAKE & MODEL)	SERIAL NO.	QTY.	STATUS	LOCATION	PROPERTY MANAGER	DATE ACQUIRED	EST. COST/ VALUE
490	UNKNOWN CHAIR, SECRETARIAL	N/A	1	5	019	TAT LEADER	07/30/84	75
491	UNKNOWN DESK, EXECUTIVE	N/A	1	4	019	TAT LEADER	12/06/85	417
492	UNKNOWN CHAIR, DESK (SWIVEL, W/ARMS)	N/A	1	4	019	TAT LEADER	12/06/85	270
493	UNKNOWN CHAIR, SIDE	N/A	1	7	019	TAT LEADER	07/30/84	28
494	UNKNOWN CHAIR, SIDE, W/ ARMS	N/A	1	4	019	TAT LEADER	07/30/84	28
495	DESK	N/A	1	4	009	TAT LEADER	10/01/82	195
497	DESK	N/A	1	4	009	TAT LEADER	10/01/82	250
497	UNKNOWN TABLE, CONFERENCE	N/A	1	4	019	TAT LEADER	07/30/84	171
498	HON BOOKCASE	N/A	1	4	009	TAT LEADER	10/31/83	161
498	UNKNOWN TABLE, CONFERENCE	N/A	1	4	019	TAT LEADER	07/30/84	171
500	HON BOOKCASE	N/A	1	4	009	TAT LEADER	10/31/83	161
500	O'SULLIVAN TABLE, PRINTER	N/A	1	4	019	TAT LEADER	11/27/84	169
501	UNKNOWN FILE CABINET, LETTER, LOCKING	N/A	1	4	019	TAT LEADER	07/30/84	128
502	UNKNOWN FILE CABINET, LETTER, LOCKING	N/A	1	4	019	TAT LEADER	07/30/84	128
503	UNKNOWN FILE CABINET, LETTER, LOCKING	N/A	1	4	019	TAT LEADER	12/06/85	188

Descriptions of Government Furnished Property/Equipment

ITEM NO.	NAME & DESCRIPTION (MAKE & MODEL)	SERIAL NO.	QTY.	STATUS	LOCATION	PROPERTY MANAGER	DATE ACQUIRED	EST. COST/ VALUE
504	UNKNOWN CABINET, SECURITY	N/A	1	4	019	TAT LEADER	07/30/84	160
505	UNKNOWN BOOKCASE, 4 SHELF	N/A	1	4	019	TAT LEADER	07/30/84	86
506	UNKNOWN BOOKCASE, 4 SHELF	N/A	1	4	019	TAT LEADER	07/30/88	86
507	UNKNOWN BOOKCASE	N/A	1	4	019	TAT LEADER	12/06/85	168
508	UNKNOWN SHELF UNIT, INDUSTRIAL	N/A	1	4	019	TAT LEADER	02/04/85	72
509	UNKNOWN SHELF UNIT, INDUSTRIAL	N/A	1	4	019	TAT LEADER	02/04/85	72
510	UNKNOWN SHELF UNIT, INDUSTRIAL	N/A	1	4	019	TAT LEADER	02/04/85	72
514	MSA KIT, FIRST AID	N/A	1	4	019	TAT LEADER	07/31/84	75
515	AMEREX EXTINGUISHER, FIRE	N/A	1	4	019	TAT LEADER	07/07/84	65
516	AMEREX EXTINGUISHER, FIRE	N/A	1	5	019	TAT LEADER	07/07/84	65
517	DESK	N/A	1	4	009	TAT LEADER	11/08/84	120
520	MOTOROLA MICROPHONE, REMOTE SPEAKER	N/A	1	4	019	TAT LEADER	08/01/84	74
521	MOTOROLA MICROPHONE, REMOTE SPEAKER	N/A	1	4	019	TAT LEADER	08/01/84	74
522	MOTOROLA CHARGER, CB BATTERY, SINGLE	N/A	1	4	019	TAT LEADER	08/01/84	121
523	MOTOROLA CHARGER, CB BATTERY, SINGLE	N/A	1	4	019	TAT LEADER	08/01/84	121

Descriptions of Government Furnished Property/Equipment

ITEM NO.	NAME & DESCRIPTION (MAKE & MODEL)	SERIAL NO.	QTY.	STATUS	LOCATION	PROPERTY MANAGER	DATE ACQUIRED	EST. COST/ VALUE
524	MOTOROLA CASE, LEATHER, RADIO	N/A	1	4	019	TAT LEADER	08/01/84	27
525	BOOKCASE	N/A	1	4	009	TAT LEADER	10/08/84	84
525	MOTOROLA CASE, LEATHER, RADIO	N/A	1	4	019	TAT LEADER	08/01/84	27
526	HNU PROBE, 10.2 EV	N/A	1	5	019	TAT LEADER	08/01/84	1650
527	HNU CHARGER, HNU BATTERY	N/A	1	4	019	TAT LEADER	08/01/84	360
541	GEN'L. WHOL. PROD. BOOKCASE	N/A	1	4	009	TAT LEADER	01/02/85	84
549	MSA KIT, CALIBRATION	N/A	1	5	019	TAT LEADER	07/31/84	212
551	HNU REGULATOR, CALIBRATION	N/A	1	4	019	TAT LEADER	08/01/84	94
553	MSA RESPIRATOR, FF, CANISTER, BACK	N/A	1	4	019	TAT LEADER	07/31/85	142
554	MSA RESPIRATOR, FF, CANISTER, BACK	N/A	1	4	019	TAT LEADER	07/31/84	142
556	MSA CYLINDER, SCBA, ULTRALITE	285-19894	1	4	019	TAT LEADER	08/01/84	310
557	MSA CYLINDER, SCBA, ULTRALITE	285-16262	1	4	019	TAT LEADER	08/01/84	310
558	MSA SCBA, ULTRALITE	NE277482	1	4	019	TAT LEADER	11/01/85	807
559	MSA RESPIRATOR, FF, CANISTER, BACK	N/A	1	4	019	TAT LEADER	11/01/85	249
560	MSA CYLINDER, SCBA, ULTRALITE	285-32641	1	4	019	TAT LEADER	11/01/85	315

Descriptions of Government Furnished Property/Equipment

ITEM NO.	NAME & DESCRIPTION (MAKE & MODEL)	SERIAL NO.	QTY.	STATUS	LOCATION	PROPERTY MANAGER	DATE ACQUIRED	EST. COST/ VALUE
561	MSA CYLINDER, SCBA, ULTRALITE	285-35419	1	4	019	TAT LEADER	11/01/85	315
562	BRUNTON TRANSIT, POCKET	163142	1	4	019	TAT LEADER	07/11/84	148
564	HNU SYSTEMS PID ANALYZER, INTRINS SAFE	811012	1	4	019	TAT LEADER	03/11/88	7728
565	HNU SYSTEMS PROBE, 10.2 EV	811012	1	4	019	TAT LEADER	03/11/88	0
566	HNU SYSTEMS PROBE, 11.7 EV	814003	1	4	019	TAT LEADER	03/11/88	0
567	CHEVROLET VEHICLE, 4WD SUBURBAN	1GNEV16K9KF149262	1	5	019	TAT LEADER	02/28/89	16168
568	MITSUBISHI TELEPHONE, CELLULAR	9522432	1	4	019	TAT LEADER	06/22/89	957
569	JENSEN TOOL KIT	N/A	1	4	009	TAT LEADER	07/03/89	541
571	CAMPBELL METEOROLOGICAL STATION, PORT.	1009	1	4	009	TAT LEADER	07/12/89	9720
572	CAMPBELL METEOROLOGICAL STATION, PORT.	1010	1	4	019	TAT LEADER	07/12/89	9720
573	CHEVROLET VEHICLE, VAN	1GNDM152GKB192696	1	4	009	TAT LEADER	06/16/89	12915
574	WILDCO DREDGE, EKMAN	789	1	4	009	TAT LEADER	08/10/89	228
575	MIE RANDOM AEROSOL MONITOR	4499	1	4	009	TAT LEADER	08/04/89	2389
576	MIE REAL-TIME AEROSOL MONITOR	1659	1	4	009	TAT LEADER	08/04/89	6258
577	SKC CALIBRATOR, FILM	301439	1	4	009	TAT LEADER	07/25/89	650

Descriptions of Government Furnished Property/Equipment

ITEM NO.	NAME & DESCRIPTION (MAKE & MODEL)	SERIAL NO.	QTY.	STATUS	LOCATION	PROPERTY MANAGER	DATE ACQUIRED	EST. COST/ VALUE
578	JUSTRITE CABINET, FLAMMABLES	N/A	1	4	009	TAT LEADER	08/03/89	297
580	JUSTRITE CABINET, FLAMMABLES	N/A	1	4	009	TAT LEADER	08/03/89	297
581	PENINSULA BOOKCASE	N/A	1	4	009	TAT LEADER	03/15/84	125
581	JUSTRITE CABINET, FLAMMABLES	N/A	1	4	009	TAT LEADER	08/03/89	297
583	MILES INC. GAS DETECTOR, HCN	037430	1	4	009	TAT LEADER	07/06/89	1035
585	MILES INC. GAS DETECTOR, HCN	037397	1	4	009	TAT LEADER	07/06/89	1035
588	METROSONICS HEAT STRESS MONITOR	1367	1	4	009	TAT LEADER	10/13/89	1031
589	METROSONICS HEAT STRESS MONITOR	1387	1	4	019	TAT LEADER	10/03/89	1031
590	VIRCO CHAIR, SECRETARIAL	N/A	1	4	009	TAT LEADER	07/29/85	183
590	UNITED OXYGEN EQUIP. OXYGEN INHALATOR	006860	1	4	019	TAT LEADER	10/03/89	473
591	UNITED OXYGEN EQUIP. OXYGEN INHALATOR	006863	1	4	009	TAT LEADER	10/13/89	473
592	BAYER DIAGNOSTIC GAS DETECTOR, HCN MONITOX	037327	1	4	019	TAT LEADER	07/07/89	1029
593	MDA SCIENTIFIC GAS DETECTOR, H2S MONITOX	1742	1	4	019	TAT LEADER	07/07/89	799
594	YO'S CUSTOM CASE, HAZCAT MATERIALS	N/A	1	5	019	TAT LEADER	10/05/89	309
595	I.S.I. EMERGENCY LIFE SUPPORT APPAR.	36620B	1	4	009	TAT LEADER	08/13/89	250

Descriptions of Government Furnished Property/Equipment

ITEM NO.	NAME & DESCRIPTION (MAKE & MODEL)	SERIAL NO.	QTY.	STATUS	LOCATION	PROPERTY MANAGER	DATE ACQUIRED	EST. COST/ VALUE
596	I.S.I. EMERGENCY LIFE SUPPORT APPAR.	27107B	1	4	009	TAT LEADER	08/13/89	251
597	I.S.I. EMERGENCY LIFE SUPPORT APPAR.	36605B	1	4	009	TAT LEADER	08/13/89	250
598	I.S.I. EMERGENCY LIFE SUPPORT APPAR.	26977B	1	4	009	TAT LEADER	08/13/89	251
599	I.S.I. EMERGENCY LIFE SUPPORT APPAR.	27020-B	1	4	019	TAT LEADER	09/20/89	250
600	I.S.I. EMERGENCY LIFE SUPPORT APPAR.	27114-B	1	4	019	TAT LEADER	09/20/89	250
601	MSA AIR CYLINDER, COMPOSITE	285-158339	1	4	019	TAT LEADER	10/17/89	472
602	MSA AIR CYLINDER, COMPOSITE	285-158262	1	4	019	TAT LEADER	10/17/89	472
603	MSA AIR CYLINDER, COMPOSITE	285-158205	1	4	009	TAT LEADER	10/17/89	472
604	MSA AIR CYLINDER, COMPOSITE	285-157520	1	4	009	TAT LEADER	10/17/89	473
605	PENSKY MARTIN FLASH POINT TESTER	PMD-5309-10	1	4	009	TAT LEADER	08/10/89	1371
605	OMEGA ENGINEERING PYROMETER, INFRARED	98066A	1	4	009	TAT LEADER	08/13/89	1845
605	MOTOROLA RAPID CHARGER, RADIO	N/A	1	4	009	TAT LEADER	11/06/89	371
605	MOTOROLA RAPID CHARGER, RADIO	N/A	1	4	009	TAT LEADER	11/06/89	371
605	MOTOROLA RAPID CHARGER, RADIO	N/A	1	4	009	TAT LEADER	11/06/89	371
605	MOTOROLA RAPID CHARGER, RADIO	N/A	1	4	009	TAT LEADER	11/06/89	371

Descriptions of Government Furnished Property/Equipment

ITEM NO.	NAME & DESCRIPTION (MAKE & MODEL)	SERIAL NO.	QTY.	STATUS	LOCATION	PROPERTY MANAGER	DATE ACQUIRED	EST. COST/ VALUE
605	MOTOROLA RAPID CHARGER, RADIO	N/A	1	4	009	TAT LEADER	11/06/89	371
605	MOTOROLA RAPID CHARGER, RADIO	N/A	1	4	009	TAT LEADER	11/06/89	370
605	MOTOROLA RADIO, 2-WAY	654APU0345	1	5	009	TAT LEADER	11/01/89	2155
605	MOTOROLA RADIO, 2-WAY	654APU0344	1	5	009	TAT LEADER	11/01/89	2155
605	MOTOROLA RADIO, 2-WAY	654APU0346	1	5	009	TAT LEADER	11/01/89	2155
605	MOTOROLA RADIO, 2-WAY	654APU0343	1	5	009	TAT LEADER	11/01/89	2154
605	MOTOROLA RADIO, 2-WAY	654APU0342	1	5	009	TAT LEADER	11/01/89	2154
605	MOTOROLA RADIO, 2-WAY	654APU0341	1	5	009	TAT LEADER	11/01/89	2154
605	OMEGA ENG. PYROMETER	1173	1	4	009	TAT LEADER	08/24/89	15
605	MSA SELF-CONTAINED BREATHING APP.	N1263066	1	4	009	TAT LEADER	01/08/90	1268
605	MSA SELF-CONTAINED BREATHING APP.	N1266734	1	4	009	TAT LEADER	01/08/90	1268
605	MSA CYLINDER, AIR	28555100	1	4	009	TAT LEADER	01/08/90	440
605	MSA CYLINDER, AIR	285155234	1	4	009	TAT LEADER	01/08/90	440
605	MSA CYLINDER, AIR	28555360	1	4	009	TAT LEADER	01/08/90	440
605	BAYER DIAGNOSTIC GAS DETECTOR, HCN	045356	1	4	009	TAT LEADER	01/25/93	753

Descriptions of Government Furnished Property/Equipment

ITEM NO.	NAME & DESCRIPTION (MAKE & MODEL)	SERIAL NO.	QTY.	STATUS	LOCATION	PROPERTY MANAGER	DATE ACQUIRED	EST. COST/ VALUE
605	ZENITH TELEVISION, COLOR	221-22440629	1	4	009	TAT LEADER	11/30/92	345
605	OMEGA ENGINEERING PYROMETER, INFRARED	1182	1	4	019	TAT LEADER	08/19/89	850
606	TABLE	N/A	1	4	009	TAT LEADER	01/01/84	79
608	STOOL, DRAFTING	N/A	1	4	009	TAT LEADER	01/01/84	140
609	STOOL, DRAFTING	N/A	1	4	009	TAT LEADER	01/01/84	140
612	CHAIR, SIDE	N/A	1	4	009	TAT LEADER	01/01/84	112
614	CHAIR, SIDE	N/A	1	4	009	TAT LEADER	01/01/84	112
616	ARTSTEEL FILE, CABINET	N/A	1	4	009	TAT LEADER	01/03/83	117
620	REPO DEPO DESK	N/A	1	4	009	TAT LEADER	01/03/83	257
655	HAHN & MEYER BOOKCASE	N/A	1	4	009	TAT LEADER	10/13/88	125
1077	MSA SELF-CONTAINED BREATHING APP.	NI311650	1	4	009	TAT LEADER	01/31/90	1318
1077	MSA CYLINDER, COMPOSITE AIR	285-54209	1	4	009	TAT LEADER	01/31/90	400
1077	SLOPE INDICATOR WATER LEVEL INDICATOR	14188	1	4	009	TAT LEADER	12/18/89	377
1077	WORTHINGTON BAR CODE READING UNIT	2022472	1	4	009	TAT LEADER	03/13/90	902
1077	FURNITURE INDUSTRIES BOOKSHELF	ST016041	1	4	009	TAT LEADER	03/12/90	138

Descriptions of Government Furnished Property/Equipment

ITEM NO.	NAME & DESCRIPTION (MAKE & MODEL)	SERIAL NO.	QTY.	STATUS	LOCATION	PROPERTY MANAGER	DATE ACQUIRED	EST. COST/ VALUE
1077	EDSAL STORAGE CABINET	7000	1	4	009	TAT LEADER	03/12/90	176
1077	VIRCO FILE CABINET	N/A	1	4	009	TAT LEADER	03/12/90	226
1077	VIRCO FILE CABINET	N/A	1	4	009	TAT LEADER	03/12/90	226
1077	VIRCO FILE CABINET	N/A	1	4	009	TAT LEADER	03/12/90	226
1077	VIRCO FILE CABINET	N/A	1	4	009	TAT LEADER	03/12/90	226
1077	VIRCO FILE CABINET	N/A	1	4	009	TAT LEADER	03/12/90	226
1077	ANDERSON CHAIR, DESK	EST1003	1	4	009	TAT LEADER	03/12/90	235
1077	HIGH POINT DESK, REGULAR	053332	1	4	009	TAT LEADER	03/19/90	361
1077	HIGH POINT DESK, REGULAR	051781	1	4	009	TAT LEADER	03/19/90	361
1077	UNITED STATIONERS BOOKSHELF	N/A	1	4	009	TAT LEADER	03/19/90	204
1077	HIGH POINT BOOKSHELF	SQ352073	1	4	009	TAT LEADER	03/19/90	137
1077	STYLE RITE CHAIR, DESK	723295001001	1	4	009	TAT LEADER	03/19/90	235
1077	STYLE RITE CHAIR, SIDE	N/A	1	4	009	TAT LEADER	03/19/90	181
1077	MITSUBISHI TELEPHONE, CELLULAR	9552560	1	4	009	TAT LEADER	03/14/90	874
1077	COMPAQ MICROCOMPUTER, COMPAQ LTE	6018HAF40852	1	4	009	TAT LEADER	06/14/90	4455

Descriptions of Government Furnished Property/Equipment

ITEM NO.	NAME & DESCRIPTION (MAKE & MODEL)	SERIAL NO.	QTY.	STATUS	LOCATION	PROPERTY MANAGER	DATE ACQUIRED	EST. COST/ VALUE
1077	COMPAQ MICROCOMPUTER, COMPAQ LTE	6018HAF40143	1	4	009	TAT LEADER	06/14/90	4455
1077	COMPAQ MICROCOMPUTER, COMPAQ LTE	6017HAF42849	1	4	009	TAT LEADER	06/14/90	4455
1077	COMPAQ MICROCOMPUTER, COMPAQ III	4014HL4H0047	1	4	009	TAT LEADER	06/14/90	4452
1077	COMPAQ MICROCOMPUTER, COMPAQ III	4014HL4H0030	1	4	009	TAT LEADER	06/14/90	4452
1077	COMPAQ MICROCOMPUTER, COMPAQ III	4013HL4H1069	1	4	009	TAT LEADER	06/14/90	4452
1077	KODAK PRINTER, DICONIX	PKB9ZPP225	1	4	009	TAT LEADER	06/14/90	325
1077	KODAK PRINTER	PKBOIZN455	1	4	009	TAT LEADER	05/02/90	345
1077	KODAK PRINTER	PKBOIZN452	1	4	009	TAT LEADER	05/02/90	345
1077	KODAK PRINTER	PKBOIZN453	1	4	009	TAT LEADER	05/02/90	345
1077	KODAK PRINTER	PKBOIZN461	1	4	009	TAT LEADER	05/02/90	345
1077	KODAK PRINTER	PKBOIZN463	1	4	009	TAT LEADER	05/02/90	345
1077	RCA VIDEO CAMERA	945270075	1	4	019	TAT LEADER	05/31/90	1130
1077	SUNPAK VIDEO LIGHT	N/A	1	4	019	TAT LEADER	05/31/90	150
1077	COMPAQ MICROCOMPUTER, COMPAQ LTE	6017HAF42567	1	4	019	TAT LEADER	06/14/90	4455
1077	COMPAQ MICROCOMPUTER, COMPAQ III	4013HL4H1072	1	4	019	TAT LEADER	06/14/90	4452

Descriptions of Government Furnished Property/Equipment

ITEM NO.	NAME & DESCRIPTION (MAKE & MODEL)	SERIAL NO.	QTY.	STATUS	LOCATION	PROPERTY MANAGER	DATE ACQUIRED	EST. COST/ VALUE
1077	KODAK PRINTER	PKBOIZN462	1	4	019	TAT LEADER	05/02/90	345
1077	KODAK PRINTER	PKBOIZN460	1	4	019	TAT LEADER	05/02/90	345
1078	MINOLTA CAMERA, 35MM	13207899	1	4	019	TAT LEADER	09/06/90	346
1079	OUTKUMPU XRF ANALYSIS SYSTEM	144171	1	4	009	TAT LEADER	12/13/90	48425
1079	PSION DATA LOGGER, XRF SYSTEM	N/A	1	4	009	TAT LEADER	12/13/90	2625
1079	OUTKUMPU CALIBRATION KIT, XRF SYSTEM	N/A	1	4	009	TAT LEADER	12/13/90	2950
1079	MITSUBISHI TELEPHONE, PORTABLE	9522433	1	4	019	TAT LEADER	06/21/89	699
1080	PHOTOVAC PID ANALYZER, GC	1171583	1	4	009	TAT LEADER	11/30/87	15790
1080	SKC CALIBRATOR, AIR PUMP	301385	1	4	019	TAT LEADER	07/21/89	650
1081	DRAGER PUMP, DETECTOR TUBE	0005847/88	1	4	019	TAT LEADER	07/25/89	265
1082	MIE RANDOM AEROSOL MONITOR-MINIRAM	4500	1	4	019	TAT LEADER	08/04/89	2385
1084	MIE MONITOR, AEROSOL	1660	1	4	019	TAT LEADER	08/21/89	6250
1087	HNU CHARGER, HNU BATTERY	5265	1	4	019	TAT LEADER	04/11/88	0
2446	DIANACHART, INC. DATA ACQUISITION SYSTEM	839	1	4	019	TAT LEADER	03/02/92	5263
2447	THERMO-ENVIRONMENTAL ORGANIC VAPOR METER	580U-36648-254	1	4	009	TAT LEADER	02/17/92	4780

Descriptions of Government Furnished Property/Equipment

ITEM NO.	NAME & DESCRIPTION (MAKE & MODEL)	SERIAL NO.	QTY.	STATUS	LOCATION	PROPERTY MANAGER	DATE ACQUIRED	EST. COST/ VALUE
2448	THERMO-ENVIRONMENTAL ORGANIC VAPOR METER	580U-37074-255	1	4	009	TAT LEADER	03/09/92	4800
2449	THERMO-ENVIRONMENTAL ORGANIC VAPOR METER	580S-36168-252	1	4	009	TAT LEADER	02/17/92	5774
2476	CHEVROLET VEHICLE, 4WD BLAZER	1GNEV18KXMF139338	1	4	009	TAT LEADER	06/11/91	14649
2477	CHEVROLET VEHICLE, SUBURBAN	1GNGV26K3MF138551	1	4	009	TAT LEADER	06/11/91	18872
2484	CHEVROLET VEHICLE, 4WD BLAZER	1GNEV18K2MF139186	1	4	019	TAT LEADER	06/27/91	14649
2486	THERMO-ENVIRONMENTAL ORGANIC VAPOR METER	580U-36948-255	1	4	019	TAT LEADER	02/17/92	4800
2487	THERMO-ENVIRONMENTAL ORGANIC VAPOR METER	580U-36661-254	1	4	009	TAT LEADER	02/17/92	4780
2969	BAYER DIAGNOSTIC CHARGER, MONITOX DATALOGGER	N/A	1	4	009	TAT LEADER	01/25/93	203
3147	MSA BREATHING APARATUS, HIP AIR	ML020033	1	4	009	TAT LEADER	05/06/92	950
3148	RICOH FAX MACHINE, PORTABLE	R4000013979	1	4	009	TAT LEADER	05/13/92	743
3149	RICOH FAX MACHINE, PORTABLE	R4000013979	1	4	009	TAT LEADER	05/13/92	744
3151	SONY VIDEO CAMCORDER W/BATTERY	204803	1	4	009	TAT LEADER	05/04/92	973
3157	EBERLINE MONITOR, RADIATION ALERT	00535	1	4	009	TAT LEADER	05/26/92	301
3158	EBERLINE MONITOR, RADIATION ALERT	00538	1	4	009	TAT LEADER	05/26/92	301
3170	MITSUBISHI CELLULAR PHONE	92D4C00032	1	4	009	TAT LEADER	05/15/92	595

Descriptions of Government Furnished Property/Equipment

ITEM NO.	NAME & DESCRIPTION (MAKE & MODEL)	SERIAL NO.	QTY.	STATUS	LOCATION	PROPERTY MANAGER	DATE ACQUIRED	EST. COST/ VALUE
3171	MITSUBISHI CELLULAR PHONE	92D4C00029	1	4	009	TAT LEADER	05/15/92	595
3177	WHEATON SAMPLER, BOMB	N/A	1	4	009	TAT LEADER	05/07/92	479
3245	SAMSUNG MONITOR, COMPUTER	Y1102687	1	4	009	TAT LEADER	06/19/92	141
3246	CELESTON BINOCULARS	N/A	1	4	009	TAT LEADER	05/02/92	213
3247	CELESTON BINOCULARS	N/A	1	4	009	TAT LEADER	05/02/92	213
3248	SIGMA CAMERA, 35-135MM 700M LENS	2096459	1	4	009	TAT LEADER	04/28/92	200
3322	APPLE MACINTOSH COMPUTER	FZ113LSCE56	1	4	009	TAT LEADER	08/10/92	1500
3323	APPLE MACINTOSH LASER WRITER, PRINTER	CA035TZH%M0104	1	4	009	TAT LEADER	08/10/92	1000
3324	APPLE MACINTOSH MONITOR, COMPUTER 13"	F207080	1	4	009	TAT LEADER	08/10/92	125
3325	APPLE MACINTOSH MODEM, COMPUTER	07104SA9873	1	4	009	TAT LEADER	08/10/92	297
3396	BAYER DIAGNOSTIC GAS DETECTOR, HCN	003089	1	4	009	TAT LEADER	01/25/93	803
3435	MSA CYLINDER, AIR	100108	1	4	009	TAT LEADER	07/26/88	415
3436	MSA CYLINDER, AIR	99070	1	4	009	TAT LEADER	07/26/88	415
3437	MSA CYLINDER, AIR	100247	1	4	009	TAT LEADER	07/26/88	415
3438	WEATHER STATION	4167	1	4	009	TAT LEADER	03/30/89	890

Descriptions of Government Furnished Property/Equipment

ITEM NO.	NAME & DESCRIPTION (MAKE & MODEL)	SERIAL NO.	QTY.	STATUS	LOCATION	PROPERTY MANAGER	DATE ACQUIRED	EST. COST/ VALUE
3439	PUMP, GRUNDFOS	GF334248920	1	4	009	TAT LEADER	01/19/89	266
3440	CORE SAMPLER	N/A	1	4	009	TAT LEADER	11/21/88	0
3441	CORE SAMPLER	N/A	1	4	009	TAT LEADER	11/21/88	0
3460	ZENITH VIDEO RECORDER	27015519	1	4	009	TAT LEADER	11/30/92	269
3463	BAYER DIAGNOSTIC GAS DETECTOR, H2S	00194	1	4	009	TAT LEADER	01/25/93	663
3464	BAYER DIAGNOSTIC GAS DETECTOR, HCN	003084	1	4	009	TAT LEADER	01/25/93	803
3536	FOXBORO ORGANIC VAPOR ANALYZER		1	4	009	TAT LEADER	/ /	6000
3544	TN TECHNOLOGIES XRF ANALYSIS SYSTEM	0030	1	4	009	TAT LEADER	03/10/93	55075
3545	TN TECHNOLOGIES PROBE, XRF	0030	1	4	009	TAT LEADER	03/10/93	1700
3563	MSA MANIFOLD SYSTEM, AIRLINE	LY14326	1	4	009	TAT LEADER	04/23/93	717
3564	MSA REGULATOR ASSEMBLY, AIRLINE	MNO20107	1	4	009	TAT LEADER	04/23/93	181
3565	MSA REGULATOR ASSEMBLY, AIRLINE	MNO20102	1	4	009	TAT LEADER	04/23/93	181
3566	MSA REGULATOR ASSEMBLY, AIRLINE	MNO20095	1	4	009	TAT LEADER	04/23/93	181
3567	MSA REGULATOR ASSEMBLY, AIRLINE	MNO32190	1	4	009	TAT LEADER	04/23/93	180
3578	PITNEY BOWES FACSIMILE MACHINE,RECONDITIOND	5447248	1	4	009	TAT LEADER	05/27/93	895

Descriptions of Government Furnished Property/Equipment

ITEM NO.	NAME & DESCRIPTION (MAKE & MODEL)	SERIAL NO.	QTY.	STATUS	LOCATION	PROPERTY MANAGER	DATE ACQUIRED	EST. COST/ VALUE
*** Total ***								683895

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Attachment G

EPA CONTRACT PROPERTY ADMINISTRATION REQUIREMENTS (DATED 6/20/94)

Superfund Technical Assessment & Response Team

EPA

EPA CONTRACT PROPERTY ADMINISTRATION REQUIREMENTS (6/20/94)

PURPOSE. The purpose of this document is to provide the Environmental Protection Agency's (EPA) requirements for the control of Government property in the hands of its contractors. These requirements are in addition to the minimum requirements contained in the Government property clause of the contract and the applicable provisions of the Federal Acquisition Regulation (FAR) Subpart 45.5. These EPA specific requirements were previously detailed in the EPA Contractor's Guide for the Control of Government Property which is no longer effective.

PROPERTY COORDINATOR. EPA has established Contract Property Coordinating Offices at each of the three major procurement activities within the Agency: Headquarters; Research Triangle Park, N.C.; and Cincinnati, Ohio. These offices contain Contract Property Coordinators (CPCs) who will function primarily as coordinators between EPA and the Defense Contract Management Command (DCMC), resolving general policy issues regarding the administration of Government property. DCMC has been designated as the Property Administrator (PA) under Agency contracts. Additionally, CPCs serve as the point of contact on two matters described later in this document: (1) authorizing submission of the detailed inventory report in an electronic format, and (2) the screening of items reported as excess. Except as specified under FAR Subpart 45.5, the PA will serve as the point of contact on all other matters of property management.

REPORT OF GOVERNMENT PROPERTY. In accordance with FAR 45.505-14, EPA requires an annual summary report by contract of Government property with an acquisition cost of more than $1,000 in the contractor's possession as of September 30. Additionally, EPA requires the submission of two other reports, both pertaining to EPA property in the contractor's possession by contract as of September 30, whether owned or leased for more than 60 days, with an acquisition cost of more than $1,000.

The first report is a detailed annual inventory report covering all property in the contractor's possession. The second report is an annual acquisition report including all property acquired since the last acquisition report. Previously, EPA required EPA Form 1730-1 to be submitted each time an item of property with an acquisition cost of more than $1,000 was acquired. Because of the new requirement for an annual acquisition report, this is no longer required.

Except as provided below, two (2) copies each of the referenced reports shall be submitted to the PA by October 31.

The contractor may use DD Form 1662 for the annual summary report. If authorized by the CPC, the contractor may submit the detailed inventory report in an electronic format. When the detailed inventory report is submitted electronically, only one hard copy of the report is required.

For EPA contracts, the contractor is required to maintain, at a minimum, the following data elements unless otherwise approved by the PA. Those marked with a (1) must be included in the EPA annual detailed inventory report and those marked with a (2) must be included in the EPA annual acquisition report:

For Government Owned Property:

(1),(2) EPA Identification Number (if supplied)
(1),(2) Contractor Identification Number (if assigned)
(1),(2) Description
(1),(2) Manufacturer
(1),(2) Model
(1),(2) Serial Number
(1),(2) Acquisition Date
(1),(2) Acquisition Cost
(2) Acquisition Document Number
(2) Account Number
(1),(2) Superfund (Yes/No)
Maintanance Cost
Condition Code (as shown in Federal Property Management Regulations)
Location
(1),(2) Contract Number

For Property Leased Over 60 days:

(1),(2) EPA Identification Number (if supplied)
(1),(2) Contractor Identification Number (if assigned)
(1),(2) Description
(1),(2) Manufacturer
(1),(2) Model
(1),(2) Serial Number
(1),(2) Beginning Date of Lease
(1),(2) Projected End Date of Lease
(1),(2) Lease Cost per month
(1),(2) Total Purchase Credits to Date
(2) Acquisition Document Number
(2) Account Number
(1),(2) Superfund (Yes/No)

TRANSFERS. When the contractor receives Government furnished property (GFP), the contractor should receive from the transferor all of the minimum data elements required for the annual

inventory submission except location. Normally, this information is provided on the Property Receipt and Transfer Document (EPA 1700-7) or equivalent. In other cases, this information may be included in the basic contract or modification thereof, authorizing the GFP. If this information has not been obtained by the time of receipt of the property, the contractor must request it from the Project Officer (PO). Upon return of the property to EPA, the same data must be provided to the PO on EPA form 1700-7 or equivalent.

EXCESS. The contractor will identify under-utilized property and ask the PO to verify that the items are excess to the contract. If directed by the Project Officer, the contractor will report the items as excess to the Contracting Officer, and the CPC for screening by EPA. The items may be reported in writing or by EPA's electronic mail system. After the appropriate internal screening period (45 days for written and 30 days for electronic), the contractor will report the excess property to DCMC on the appropriate inventory schedule form in FAR 45.606-5. CLEARLY INDICATE ON THE SCHEDULE WHEN SUPERFUND PROPERTY IS BEING REPORTED. The CPC may authorize concurrent internal screening and reporting to the CPC and PA if necessitated by time constraints or the type and condition of the items.

SUPERFUND. If non-expendable items are identified as Superfund property by the PO, the contractor must physically mark each item as Superfund property and identify them as Superfund property in the official EPA records.

MOTOR VEHICLES. Contractors with Government motor vehicles are required to submit to the EPA, Facilities Management and Services Division (FMSD); Transportation Management Section 3204; 401 M Street SW; Washington, DC 20460, a master record report, a status change report and an annual operating summary report for each vehicle in their possession. Instructions from FMSD on the completion of these reports will be provided after the approval for acquisition of the vehicle.

LOSS DAMAGE AND DESTRUCTION (LDD) Contractors are required to maintain records of all LDD. All suspected thefts and other LDD over $1000 must be promptly reported to the PA. The records of all LDD under $1,000 (except suspected thefts) will be reviewed during the PA's periodic analysis of the contractors property control system.

ATTACHMENT H -- DELETED

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Attachment I

SITE SPECIFIC INVOICING REQUIREMENTS

Superfund Technical Assessment & Response Team

EPA

EXHIBIT I-A
INVOICE SITE ATTACHMENT - A
Current Charges

INVOICE # 123
TDD OR WORK ASSIGNMENT # _____ (OR PUT IN COLUMN #1)
DELIVERY ORDER # _____
REGION #'S 1

CONTRACT # 68- 01 - 1234
CONTRACTOR NAME BBC Company
INVOICE PERIOD OF PERFORMANCE 03/27/93 04/30/93

Sort by Region and by Site

	#1 (Optional) TDD or Work Assignment #	#2 Superfund Site ID# (of's) 2 # for Region = 2 # for Site	#3 SITE NAME / NON-SITE DESCRIPTION	#4 OPERABLE UNIT	#5 DOC CONTROL (DCN) (6 #'s)	#6 10-DIGIT ACCOUNT TO BE CHARGED	#7 10 DIGIT ACCOUNT OF INITIAL OBLIGATION	#8 CURRENT CHARGE AMOUNT	#9 CUMULATIVE CHARGE	#10 ALLOC CODE
1 SITES W/ S/SID	C01004	0154	Sullivan's Ledge		PE0005	2TGB01PB54	2TGB01P400	679.16	223,008.48	XXXX
	C01050	01ZZ	Garabedian L/F		PE0005	2TGB01P4ZZ	2TGB01P400	28.06	22,496.66	XXXX
	05013	051G	Zanesville		SC0007	3TGB05FP1G	3TGB05F400	153.55	64,001.37	XXXX
2 SITES W/O S/SID	05006	0575	Van Dale		SF0024	2TGB05FP75	2TGB05F4WQ	110.38	12,456.03	XXXX
	05080	05ZZ	Brooklyn Park		SE0007	2TGB05FPZZ	2TGB05F4WQ	6,937.22	6,937.22	XXXX
	05100	05ZZ	Westing House		SE0008	3TGB05FPZZ	2TGB05F4WQ	4,077.54	20,101.38	XXXX
3 NON-SITE SUPERFUND										XXXX
ADMIN										XXXX
BASE FEE					TF0043	2TGB05L900	2TGB05L900	32,637.24	53,600.55	XXXX
AWARD FEE					TF0043	2TGB05L900	2TGB05L900	5,400.33	20,100.99	XXXX
CAP. EQUIP					TF0043	2TGB05L900	2TGB05L900	1,753.22	6,000.21	XXXX
NON SITE ACTIV			Community Training		TF0043	2TGB05L900	2TGB05L900	2,174.71	3,762.40	P
SUBTOTAL								41065.50		XXXX
TECHNICAL										XXXX
BASE FEE					TF0042	2TGB05LA00	2TGB05L900	15,688.46	25,200.55	XXXX
AWARD FEE					TF0042	2TGB05LA00	2TGB05L900	2,533.01	3,333.12	XXXX
CAP. EQUIP					TF0042	2TGB05LA00	2TGB05L900	4,522.19	15,565.23	XXXX
NON SITE ACTIV.			Lead Contamination Activity		TF0042	2TGB05LA00	2TGB05L900	3,720.00	17,100.00	S
SUBTOTAL								26,443.66		XXXX
Total Superfund								80,396.96	482,654.10	XXXX
4 NON-SUPERFUND					SM0071	2BGD01R004	2BGD01R00R	2,000.00	61,000.00	XXXX
5 TOTAL INVOICE AMOUNT								82,395.96	543,654.10	XXXX

EXAMPLE

EXHIBIT I-A

EXHIBIT I-B

INVOICE SITE ATTACHMENT - B

Indirect Rate/Audit Adjustments

INVOICE # 123-Z
TDD OR WORK ASSIGNMENT # _____ (OH PUT IN COLUMN #1)
DELIVERY ORDER # _____
REGION #'S 1

CONTRACT # 68- 01 - 1234
CONTRACTOR NAME ABC Company
INVOICE PERIOD OF PERFORMANCE, 01/01/89 - 12/31/89

Sort by Region and by Site

	#1 (Optional TDD# or Work Assignment #)	#2 Superfund Site ID# (5 digits) 2 # for Region + 3 # for Site	#3 SITE NAME / NON-SITE DESCRIPTION	#4 OPERABLE UNIT	#5 DOC CONTROL (DCN) (5 #'s)	#6 10-DIGIT ACCOUNT TO BE CHARGED	#7 10 DIGIT ACCOUNT OF INITIAL OBLIGATION	#8 CURRENT CHARGE AMOUNT	#9 CUMULATIVE CHARGE	#10 ALLOC CODE
1 SITES W/ S/BID	C01004	0154	Sullivan's Ledge		PE0005	2TGB01PB64	2TGB01P400	6690.25	223,008.48	XXXX
	C01050	01ZZ	Garabedian L/F		PE0005	2TGB01P4ZZ	2TGB01P4WO	674.90	22,496.68	XXXX
	05013	051G	Zanesville		SC0007	3TGB05FP1G	3TGB05F400	1620.04	54,001.37	XXXX
2 SITES W/O S/BID	05008	0575	Van Dale		SF0024	2TGB05FP75	2TGB05F4WO	373.68	12,456.03	XXXX
	05080	05ZZ	Brooklyn Park		SE0007	2TGB05FP2Z	2TGB05F4WO	208.12	6,937.22	XXXX
	05100	05ZZ	Westing House		SE0006	3TGB05FB3Z	2TGB05F4WO	603.04	20,101.38	XXXX
3 NON-SITE SUPERFUND										XXXX
ADMIN										XXXX
BASE FEE					TF0043	2TGB05L900	2TGB05L900	1608.02	53,600.56	XXXX
AWARD FEE					TF0043	2TGB05L900	2TGB05L900	603.00	20,100.99	XXXX
CAP EQUIP					TF0043	2TGB05L900	2TGB05L900	150.00	6,000.21	XXXX
NON SITE ACTIV.			Community Training		TF0043	2TGB05L900	2TGB05L900	65.24	3,762.40	P
SUBTOTAL								2426.29		XXXX
TECHNICAL										XXXX
BASE FEE					TF0042	2TGB05LA00	2TGB05L900	756.02	25,200.56	XXXX
AWARD FEE					TF0042	2TGB05LA00	2TGB05L900	99.99	3,333.12	XXXX
CAP EQUIP					TF0042	2TGB05LA00	2TGB05L900	499.96	16,666.23	XXXX
NON SITE ACTIV.			Lead Contamination Activity		TF0042	2TGB05LA00	2TGB05L900	513.00	17,100.00	S
SUBTOTAL								1835.67		XXXX
Total Superfund										XXXX
4 NON-SUPERFUND					SM0071	2BGD01B004	2BGD01B00R	1836.00	61,000.00	XXXX
5 TOTAL INVOICE AMOUNT								16287.99	543,654.19	XXXX

EXAMPLE

EXHIBIT I-B

CHARGE ADJUSTMENT OF PRESENTLY OF DIRECT LABOR RATE TO ... EFFECTIVE AN INCREASE OF JANUARY 1, 1989 DECEMBER 31, 1989, INVOICE

EXHIBIT I-C

INVOICE SITE ATTACHMENT - C

Previous Invoice Site Adjustments

INVOICE # 123
TDO ON WORK ASSIGNMENT # _____ (OR PUT IN COLUMN #1)
DELIVERY ORDER # _____
REGION #8 8

CONTRACT # 68 01 1234
CONTRACTOR NAME ABC Company
INVOICE PERIOD OF PERFORMANCE 03/27/93-04/26/93

Sort by Region and by Site

	#1	#2	#3	#4	#5	#6	#7	#8	#9	#10	#11
	(Optional) EDO or Work Assignment #	Suggested Site ID# (NPL) 2 digits Region - 2 digits Site	SITE NAME (SHORT DESCRIPTION)	OPT PARTS LIST	DOC CONTROL (DCN) (1-6)	10-DIGIT ACCOUNT TO BE CHARGED	10-DIGIT ACCOUNT OF INITIAL OBLIGATION	CHARGE ADJUSTMENT AMOUNT	CHG. ADJ. Legend	CUMULATIVE CHARGE	ACTIV. CODE
1 SITES W/ S/SID	C09002	0120	Aerovox		X90001	2TFA01KP20	2TFA01K400	-586.01	1	7,190.77	XXXX
	C09003	0125	Bazcon Heights		X90003	2TFA01KP25	2TFA01K400	586.01	1	2,878.26	XXXX
	C09006	01V1	Martha's Vineyard		X90101	2TFA01KPV1	2TFA01KPV2	100.00	3	3,300.00	XXXX
	C09005	01V6	Cape Cod		X90042	2TFA01KPU6	2TFA01K400	-60.50	2	395.32	XXXX
2 SITES W/O S/SID	C09009				X90004	2TFA01KPZZ	2TFA01K400	-1,086.00	4	24,148.35	XXXX
	C09009				X90306	2TFA01KPZZ	2TFA01K400	1,086.00	4	4,100.56	XXXX
3 NON-SITE SUPERFUND											XXXX
ADMIN											XXXX
BASE FEE											XXXX
AWARD FEE											XXXX
CAP EQUIP											XXXX
NON SITE ADMIN											XXXX
TECHNICAL					P00012	3TFA01PA00	2TFA01PA00	2,090.68	6	20,000.00	XXXX
BASE FEE											XXXX
AWARD FEE											XXXX
CAP EQUIP											XXXX
NON SITE ADMIN											XXXX
4 NON-SUPERFUND											XXXX
5 TOTAL ADJUSTMENTS											XXXX

EXAMPLE

EXHIBIT I-C

CHARGE ADJUSTMENT LEGEND

1 Incorrect DR Number/or incorrect number previously charged on invoice 73
2 Incorrect site number previously charged on invoice 68
3 [illegible] on invoice 128
4 Incorrect DR Number charged on invoice 87
5 Incorrect account number charged on invoice 61

Questions regarding invoicing requirements should be referred to the Chief of the Contract Payment Section, RTP-FMC at (919) 541-2304. Questions regarding Annual Allocation should be referred to the Chief of the Superfund Accounting Branch, Financial Management Division at (202) 260-9268.

Explanation of Exhibits I-A, I-B and I-C - Invoice Site Attachment

Total invoiced costs should be reported on the invoice site attachment for each site with an S/SID, even those for which the S/SID was assigned during the billing period. For each site with and without EPA S/SID, and non-site charges ("00" account) incurred during the billing period, the contractor will complete the following elements: (NOTE: provide one line per site or activity, sorted by Region, on the invoice site attachment. Include each operable unit name, if applicable, within a site and subtotal by site.)

Page Formatting: (Upper Left Corner) Invoice number, TDD or work assignment number(s) or put in column #1 if not providing separate pages for each WA, region #; (Center) contract number, contractor name, period of performance of invoice; (lower right corner) Provide page # for the attachments - i.e. 1 of 7, 2 of 7.) Indirect rate adjustments and audit adjustments should include the letter 'Z' at the end of the voucher number, i.e. voucher "123-Z".

Exhibit I-A Current Charges

Col.#

#1 - **(OPTIONAL) TDDs or Work Assignment number (W. A.)** - the full work assignment number provided by the Work Assignment Manager. The WA number may be placed in the upper left corner if the contractor is providing a separate page for each.

#2 - **Site spill identifier number (S/SID)** - This will be the 2 digit Region code combined with the 2 digit site code (i.e. A8); it is used to represent the S/SID. The activity code is NOT part of the S/SID number. S/SID must be sorted by region and by site within each region.

#3 - **Site Name** - The name of the site up to 18 characters. NOTE: for non-site activities, use this column to briefly describe the non-site activity.

#4 - **(OPTIONAL) Operable Unit or activity** - If a S/SID has been separated into operable units or subsites for cost recovery purposes and have not been assigned their own S/SID number, the costs should be included on the invoice by operable unit name and any numeric designation. These operable unit costs should be subtotaled by the "parent" SSID so they can be entered into IFMS by that SSID number. The purpose of including these costs by operable unit is to allow for cost recovery below the SSID level.

#5 - **Document Control Number (DCN)** - A six-digit alpha numeric. The DCN in conjunction with the account number is always required for charges or adjustments.

#6 - **Account to be Charged** - The 10 digit account number represents the costs as they are

actually incurred on an EPA-Site-spill identifier (S/SID), pre-S/SID site or non-site activity. The account to be charged will generally differ from the account of initial obligation on work assignments that are obligated out of "generic" site funding. This includes sites "00" or "ZZ" such as on multi-site work assignments. (See attached "Guidance on Superfund Invoicing" for detailed information, Sections A & B).

#7 - **Account of Initial Obligation** - The 10 digit account number included on the contract award or modification/amendment document. (See attached "Guidance on Superfund Invoicing" for details on reassignment from obligation account to payment account, sections C and D).

#8 - **Current Charge Amount** - The amount to be charged to the S/SID, Operable Unit, pre-SSID or non-site account. If there are Operable Units within a site, list the cost of each Operable Unit and provide a subtotal for each S/SID and account. S/SIDs must be sorted by region and by site within each region.

#9 - **Cumulative Charge** - Show the cumulative charge to each Operable Unit or S/SID; subtotal by DCN within the 10 digit account number.

#10 - **Allocability Code** - For non-site activities, determine whether these costs should be allocated to sites through the annual allocation process. Use "p" for program-wide or "s" for site-support activities. See the "Instructions for Performing Annual Allocation" for further details on the definition of program-wide or site-support. Document may be obtained by contacting the Chief, Superfund Accounting Branch, FMD at 202-260-9258.

Exhibit I-B Indirect Rate/Audit Adjustment

Both, audit and indirect rate adjustments must be differentiated from current charges invoices by invoicing separately on Invoice Site Attachment B and adding the letter "Z" to the invoice/voucher number, such as "123-Z".

Col.#

#1 - **(OPTIONAL) TDDs or Work Assignment number (W. A.)** - the full work assignment number provided by the Work Assignment Manager. The TDD or WA number may be placed in the upper left corner if the contractor is providing a separate page for each.

#2 - **Site spill identifier number (S/SID)** - This will be the 2 digit Region code combined with the 2 digit site code (i.e. A8); it is used to represent the S/SID. The activity code is **NOT** part of the S/SID number.

#3 - **Site Name** - The name of the site up to 18 characters. NOTE: For non-site activities, use this column to briefly describe the non-site activity.

#4 - **(OPTIONAL) Operable Unit or activity** - If a S/SID has been separated into operable units or subsites for cost recovery purposes and have not been assigned their own S/SID number, the costs should be included on the invoice by operable unit name and any numeric designation. These operable unit costs should be subtotaled by the "parent"

SSID so they can be entered into IFMS by that SSID number. The purpose of including these costs by operable unit is to allow for cost recovery below the SSID level.

#5 - **Document Control Number (DCN)** - A six-digit alpha numeric. The DCN in conjunction with the account number is always required for charges or adjustments. Credits shall be made to the originally charged DCN and 10 digit account number. In case of multi-DCN credit adjustments, such as reduced indirect rate, use the last-in, first-out (LIFO) method with the applicable account numbers. The credit to a particular DCN and account number should not exceed the original charges to that DCN and account number. See the example in Exhibit I-B.

#6 - **Account to be Charged** - The 10 digit account number to be charged or credited for indirect rate increase or decrease should be applicable to the site or activities charged during the adjustment period. See Exhibit I-B, column 6 for example and the "Guidance on Superfund Invoicing", Sections A and B for detailed information.

#7 - **Account of Initial Obligation** - The 10 digit account number included on the contract award or modification/amendment document. See attached "Guidance on Superfund Invoicing", Sections C and D, for details on reassignment from obligation account to site account.

#8 - **Current Charge Amount** - The amount to be charged or credited to the S/SID, Operable Unit, pre-SSID or non-site account. For indirect rate and audit adjustments, the Current Charge Amount should be based on increases or decreases (a decrease would result in a negative number in column #8) in site specific costs. See attached "Guidance on Superfund Invoicing", Section E, for details.

#9 - **Cumulative Charge** - Show the cumulative charge to each Operable Unit or S/SID; subtotal by DCN within the 10 digit account number. For indirect rate adjustments and audit adjustments, the Cumulative Charge Amount should reflect the increases or decreases in adjustment costs. If an increase in costs has occurred, the cumulative charges will increase. If a decrease in costs has occurred (negative number in column #8), the cumulative charges will decrease.

#10 - **Allocability Code** - For non-site activities, determine whether these costs should be allocated to sites through the annual allocation process. Use "p" for program-wide or "s" for site-support activities. See the "Instructions for Performing Annual Allocation" for further details on the definition of program-wide or site-support.

Exhibit I-C Previous Invoice Site Adjustment

Col.#

#1 - **(OPTIONAL) TDDs or Work Assignment number (W. A.)** - the full work assignment number provided by the Work Assignment Manager. The TDD or WA number may be placed in the upper left corner if the contractor is providing a separate page for each.

#2 - **Site spill identifier number (S/SID)** - This will be the 2 digit Region code combined with the 2 digit site code (i.e. AB); it is used to represent the S/SID. The activity code is NOT part of the S/SID number.

#3 - **Site Name** - The name of the site up to 18 characters. NOTE: for non-site activities, use this column to briefly describe the non-site activity.

#4 - **(OPTIONAL) Operable Unit or activity** - If a S/SID has been separated into operable units or subsites for cost recovery purposes and have not been assigned their own S/SID number, the costs should be included on the invoice by operable unit name and any numeric designation. These operable unit costs should be subtotaled by the "parent" S/SID so they can be entered into IFMS by that S/SID number.

#5 - **Document Control Number (DCN)** - A six-digit alpha numeric. The DCN in conjunction with the account number is always required for charges or adjustments. Credits shall be made to the originally charged DCN and 10 digit account number. In case of multi-DCN credit adjustments, such as reduced indirect rate, use the last-in, first-out (LIFO) method with the applicable account numbers. The credit to a particular DCN and account number should not exceed the original charges to that DCN and account number. See the example in Exhibit 1-B.

#6 - **Account to be Charged** - This column should list the account that was previously invoiced or the correct account to be charged, depending on the type of adjustment is needed. See attached "Guidance on Superfund Invoicing", Section E for more detail.

#7 - **Account of Initial Obligation** - The 10 digit account number included on the contract award or modification/amendment document or the account that was previously charged incorrectly. See attached "Guidanceon Superfund Invoicing" Sections E, for details on reassignment from obligation account to site account.

#8 - **Charge Adjustment** - The amount to be charged or credited to the account numbers listed in columns #6 and #7. A negative number in column #8 would reduce the charge to the account number listed in column #6 and would increase the obligations or decrease the charges for the account listed in column #7.

#9 - **Charge Adjustment Legend** -Include a description at the bottom of the invoice attachment to describe the reason for the adjustment.

#10 - **Cumulative Charge** - Show the cumulative charge to each S/SID; subtotal by DCN within the 10 digit account number. For previous invoice site adjustments, the Cumulative Charge Amount should reflect the increases or decreases in adjustment costs. If an increases in costs to a site has occurred, the cumulative charges will increase. If a decrease in costs to a site has occurred (negative number in column #8), the cumulative charges will decrease.

#11 - **Allocability Code** - For non-site activities, determine whether these costs should be allocated to sites through the annual allocation process. Use "p" for program-wide [illegible]

for site-support activities. For the contractor to designate whether a non-site activity is site-support or program wide on each invoice allows the project officer to review, correct and certify the activity designation on the invoice and allows for easier preparation of the Annual Allocation report. See the "Instructions for Performing Annual Allocation" for further details on Section _____ of the contract.

Rows:

Incurred and claimed charges should be listed in the following sequential order:

#1 • Costs for Sites with EPA S/SID (by Operable Unit as well, if applicable).

#2 • Costs for sites without S/SIDs (list each pre-S/SID site by name and ZZ account number.

#3 • Non-site Superfund costs including base and award fees, program support, equipment, and non-site activities. (All non-site costs will be charged to the "00" site identifier by DCN - - referencing work assignment is optional.)

<u>Administrative and Technical Program Support</u>

The examples show activities usually included under program managment being separated into administrative and technical support. This separation is required for ARCS contracts since the activities must be separated by different activity codes. Please refer to Section A of the "Guidance on Superfund Invoicing" for further information about the activity codes. Other contracts may use the first category - administration - for all non-site activities. The requirement for separation of program managment for ARCS is defined in the "Administrative Guidance Under ARCS." To receive a copy, contact Office of Acquisition Management, Superfund/RCRA Procurement Operations Division, Superfund Regional Management Branch at (202) 260-9158.

<u>Fees</u>

Base and award fees will be invoiced and paid on a periodic basis as specified in the contract. The contractor should report these costs on the invoice attachment identified as "Fees".

<u>Non-Site Activities</u>

If the contractors engage in activities apart from program support as described above, which cannot be related to specific sites, each of these activities must be described under the columns used for the S/SID and operable units (columns 3 & 4). The purpose of breaking out non-site activities from program support is to reduce the effort needed to prepare the Annual Allocation report at the end of the year. All non-site activities must be determined to be either site-support or program-wide for cost recovery through the Annual Allocation process. See Col. #11 for more information.

Please note that like Contract-Wide non-site activities, which are allocated to sites through the Annual Allocation process, <u>Multi-Site Work Assignment Specific</u> Project Management activities are also allocated to sites using the annual allocation process. See

the Annual Allocation contract clause and guidance for further details or contact the Chief, Superfund Accounting Branch at (202) 260-9268.

#4 - Non-Superfund Costs (by appropriation)
All non-Superfund costs invoiced should be reported by appropriation on the site-specific attachment, with the billing period and cumulative amounts invoiced and applicable account and DCN included in the contract award/amendment document.

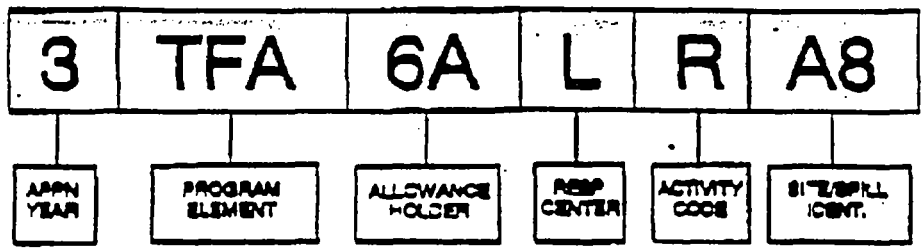
#5 - Total Invoice Amount
This amount is the total of the costs listed in #10, Current Charge Amount Column, i.e., the total charges for this billing period. This must equal the total amount on the invoice itself. There should be no total for the cumulative charge column.

Guidance on Superfund Invoicing

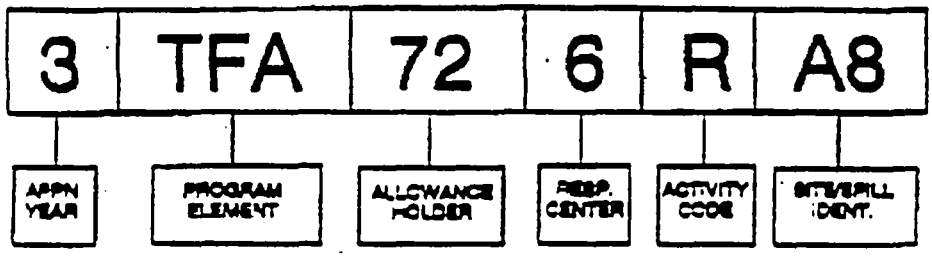
A. Explanation of EPA 10-Digit Account Code for Superfund Contractors

The following is a brief description of EPA's 10-digit account number structure found on the contractual instrument used for award or amendment and used on the invoice.

EXAMPLE #1 - REGION 6 REGIONAL SITE SPECIFIC ACCOUNT NUMBER



EXAMPLE #2 - HEADQUARTERS ACCOUNT FOR REGION 6 SITE EFFORT



1ST DIGIT - APPROPRIATION YEAR

Last number of the year for which the funds were appropriated, e.g. 3 for fiscal year 1993 (FY93).

2ND - 4TH DIGITS - PROGRAM ELEMENT

First 3 positions of the six-position Superfund program elements. DO NOT CHANGE FROM OBLIGATION DOCUMENT WHEN INCLUDING ON INVOICE.

5TH & 6TH DIGITS - ALLOWANCE HOLDER

For Headquarters or Regional allowance holders. Use 01-10 for the regions 1 through 10, otherwise the number represents a Headquarters allowance holder. DO NOT CHANGE FROM OBLIGATION DOCUMENT. In Example #1 of a regional allowance holder, the 6A represents a site allowance, 6B would represent Congressional add-ons, and 06 would represent general support and management.

7TH DIGIT - RESPONSIBILITY CENTER (Regional allowance holders)
REGIONAL IDENTIFIER (Headquarters allowance holders)

For regional allowance holders, the use of the 7th digit denotes the responsibility center within the region (1st Example). DO NOT CHANGE FROM OBLIGATING DOCUMENT.

For Headquarters allowance holders, the Regional Identifier denotes the region in which the Superfund site clean-up effort is taking place (see 2nd Example).

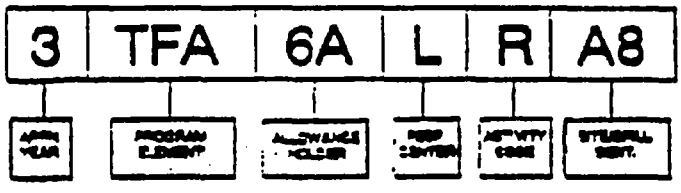
8TH DIGIT - ACTIVITY CODE

The activity code is used to represent different remedial, removal, and enforcement activities. Certain activity codes may be used only in conjunction with site-specific or non-site account numbers. See attached list of activity codes. Activity codes should correspond with the progress reporting provided by contractors to project officers. Consult your project officer for an updated activity codes list since periodic changes are made to this list (see example on previous page). THIS DIGIT MAY BE CONSTRUCTED BY THE CONTRACTOR AND REQUIRES THE PROJECT OFFICER'S APPROVAL. ARCS contractors are required to track program management under two activity codes based on the "Administrative Guidance Under ARCS": Administrative - Activity code "9" (as before) and Technical - activity code "A". Even if the program management was obligated all under activity code "9", the contractor must separate all non-site activities into the two categories using the definitions in the guidance and invoice these costs separately.

9TH & 10TH DIGITS - SUPERFUND SITE NUMBER

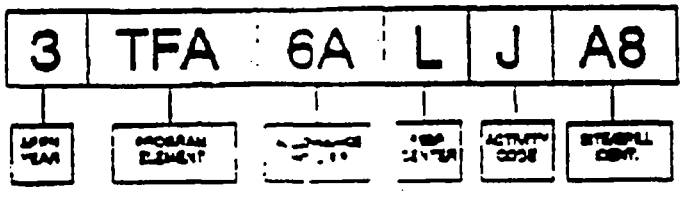
THESE DIGITS MAY BE CONSTRUCTED BY THE CONTRACTOR AND REQUIRE THE PROJECT OFFICER'S APPROVAL. The Superfund site number is used for identifying the site associated with the particular financial transaction. There are three different types of site designations:

EXAMPLE A - "A8" - Site Specific Costs



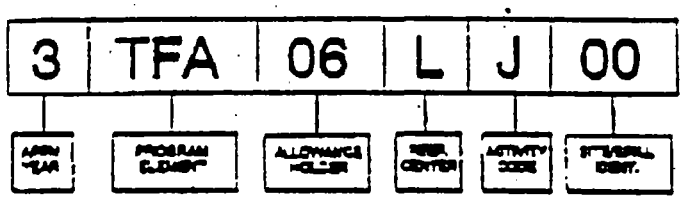
This description is used for invoicing applicable to specific sites with individual site identifiers. The contractor will be given instruction by the project officer to ensure that the sites for which costs were incurred have been assigned a S/SID. Contractors should receive, at least bi-monthly, an updated list of all S/SIDs (or NPL listing) from their project officers. If the contractor needs further assistance, the issuing office is the Resource Management Section, Office of Program Management, Office of Emergency and Remedial Response, Office of Solid Wastes and Emergency Response at (703) 603-8897.

EXAMPLE B - "ZZ" - Pre-S/SID (Generic)



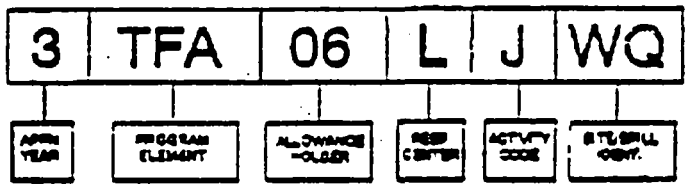
If the site does not have a S/SID, the account number that should be used is the "ZZ" site identifier. Please note that if there are several activities to be charged for the same site, the full 10 digit account number should be used for each activity. NOTE: The "ZZ" charges for activities that occur before expanded site investigations should not be reassigned to sites if S/SIDs are later created. For work assignments obligated to a "ZZ" site for the preliminary activities undertaken to determine appropriateness of NPL status such as preliminary assessments (PA) and site investigations (SI), the costs should not be reassigned to a SSID through the monthly invoice process, even if a SSID exists at the time. The "WQ" site identifier is the appropriate obligating account for multi-site work assignments (see Example D). Only those "ZZ" charges that are incurred on expanded site investigations, enforcement, or remedial actions should be reassigned on the charge adjustment column on the monthly invoice.

EXAMPLE C - "00" - Non-Site Charges (Generic)



If the costs incurred are not associated with a particular site, they are considered non-site activities. Examples include program support (administrative and technical support), work-assignment specific project management, base and award fees, equipment, start-up costs, close-out costs, other non-site activities such as quality assurance programs, training to staff personnel, etc.

EXAMPLE D - "WQ" - Multi-Site Work Assignment
Obligating Account Only



The "WQ" site identifier shall be used for obligating all multi-site work assignments instead of using "ZZ". Once the costs are invoiced, the "WQ" account should be deobligated and the "ZZ", site or "00" account should be charged. No charging of the "WQ" account will be processed by RTP-FMC.

B. Constructing a Site Specific Account Number From a Generic Account Number

These are the steps to follow when constructing a site-specific account number from a generic account number:

1. Do not change positions 1-7 for regionally funded account number (see first account example).

2. Do not change positions 1-6 for headquarters funded account number (see second account example). Insert the regional number in position seven, i.e. 6 for region VI and 0 for region X.

3. For position 8, use the activity code provided by the project officer and in compliance with the activity code attachment.

4. In positions 9 and 10, insert the S/SID number in place of "ZZ" or "00".

NOTE: The Region number combined with the site number is used to represent the 4-digit S/SID. The activity code is <u>NOT</u> part of the S/SID number. For example, the S/SID for the 10 digit account number listed above is "06A2", NOT "a6RA8".

C. Obligation of Work Assignments

EPA is required to obligate all multi-site work assignments to the "WQ" site identifier instead of the formerly used "ZZ" site account. The "WQ" site identifier will only be used for multi-site work assignment obligations (with all activity codes except "R"). No payments will be distributed to the "WQ" site identifier. Therefore, when constructing the 10-digit account to be charged on the invoice site attachment, the site number (last 2 digits) must be either the site specific identifier, e.g. "A9", pre-SSID identifier "ZZ" or the non-site identifier "00". The <u>obligation only</u> "WQ" special site account will help to avoid possible over charging to the "ZZ" pre-SSID site identifier. For more information, contact the Superfund Accounting Branch, Financial Management Division.

D. Work Assignments Provide Site Number of Original Obligation, <u>Not</u> the Account to be Charged

A correlation exists in most instances between the work assignment number and the 2 digit site account of initial obligation. The last 2 digits of the work assignment number is generally the last 2 digits of the SSID number for site-specifically obligated work assignments. However, the work assignments for many types of Superfund contracts are obligated using a generic site number designation of "WQ" for multi-site work assignment or "00" for non-site. ARCS, TES, some future RACS and all START and ESS Superfund contracts are or will be receiving obligation assignments funded from generic accounts. At the time of the work assignment obligation, the accounting system shows only the initial obligation with a generic account so the invoice needs to provide the site-specific account so these costs

can be recovered to the sites. Monies left in the generic accounts may not be recovered. In all cases multi-site work assignment project management must be reassigned from the "WQ" obligation account to the "00" site account. Therefore, if effort after the PA/SI work was performed on sites with an S/SID, the invoice needs to reflect this S/SID number, either site specific or "ZZ", not the generic account used to fund the work assignment.

E. Billing Adjustments

Indirect Rate Adjustment

Exhibit 1-B, "Invoice Site Attachment - B" is used for indirect rate adjustments and audit adjustments. The adjustments should be invoiced separately from current charges invoices and differentiated by a letter "Z" at the end of the invoice number, such as invoice "123-Z". Audit adjustments other than indirect rate adjustments should be invoiced separately.

For indirect rate adjustments, all charges or credits should be proportionally distributed to the sites and activities that were charged for the adjustment period. For instance, an approved indirect rate increase of three percent for the prior fiscal year would enable the contractor to submit an adjustment invoice for payment. The adjustment invoice should list all sites with and without EPA S/SID and all non-site activities charged during the prior year (See Exhibit I-B for example). Each site and activity would be identified with the appropriate 10 digit account number in column #6 and charges equal to three percent for each site or activity would be listed in column #8 for Current Charge Amount.

If the indirect rate is adjusted downward three percent, the adjustment invoice should be completed as shown above. However, column #8 would have a negative number equal to three percent for each site or activity and column #10, Cumulative Charge, would decrease.

Audit Adjustments

For audit adjustments, other than indirect rate adjustments, such as an over charge on a previous invoice, use Invoice Site Attachment - B. The overcharged item should be listed on Attachment - B as it was initially invoiced. However, column #8 would have a negative number and column #9 would show a decrease in cumulative charges.

Previous Invoice Site Adjustments

Corrections to prior billings should be made using Exhibit 1 - C, Previous Invoice Site Adjustments. Depending on the adjustments needed, one or two entries may be necessary for making the necessary changes.

For instance, if an incorrect Document Control Number (DCN) was charged for a site in a prior invoice, the correction would required two lines of adjustment. See Exhibit I-C, Legend 1 for an example. The first line entry would be to reverse the entries from the previous billing. Therefore, the first line would be the same as was previously invoiced for columns #1 through #7. Column #8, Charge Adjustment

Amount, would show a credit (negative number). Column #9, would show a letter or number with the corresponding explanation footnoted at the bottom of the attachment. Column #10 would show a decrease in cumulative charges for that DCN. The second line entry would provide the correct DCN and account to be charged. Column #9 would use the same number and explanation as the first line entry above.

Other adjustments may only need one line for a correction, such as an incorrect account number previously charged to a proper DCN. The correction would entail listing the correct account number in column #6, column #7 would list the incorrectly charged account number and column #8 would show the amount charged. This would result in the charges being subtracted from the previous account and add to the correct account. Column #9 would show a number or letter with the explanation of the correction footnoted at the bottom of the attachment. Column #10 would indicate the cumulative charges to the correct account number listed in column #6. (See Exhibit 1- C, Charge Adjustment Legend 2 for example.

F. Note About Operable Units (Optional)

As offered in the invoice attachment, any operable unit costs within a S/SID may be described on individual line items. Operable units are specific locations or activities within a S/SID which may be considered its own "site" for cost recovery purposes.

Call the Superfund Accounting Branch, FMD for more information at (202) 260-9268.

SUPERFUND ACTIVITY CODES
8TH DIGIT OF ACCOUNT NUMBER

In lieu of Section of Law Code, the following activity codes will be entered as applicable for Superfund Account Numbers

Remedial Program

C - Remedial Project Manager - Intramural Only (1)
G - RPM/OSC Oversight - Intramural Only (3)
H - Remedial Analysis - Extramural Only (2)
J - Pre-Remedial - Extramural Only (2)
L - RI/FS - Extramural Only (2)
N - Remedial Design - Extramural Only (3)
P - Oversight of Responsible Party - Extra and Intramural (3)
R - Remedial Action - Extramural Only (3)
Z - Technical Assistance Grants - Extramural Only (3)
9 - Remedial Support and Management - Extra and Intramural (1)

Removal Program

D - On-Scene Coordinators - Intramural Only (1)
E - Removal Actions - Extramural Only (3)
G - RPM/OSC Oversight - Intramural Only (3)
P - Oversight of Responsible Party - Extra and Intramural (3)
W - Expedited Response Actions - Extramural Only (3)
Y - Removal TAT Activities - Extramural Only (1)
8 - Removal Support and Management - Extra and Intramural (1)

Enforcement Program

B - Pre-Enforcement Activity - Extramural Only (1)
C - Remedial Project Manager - Intramural Only (1)
D - On-Scene Coordinators - Intramural Only (1)
G - RPM/OSC Oversight - Intramural Only (3)
P - Oversight of Responsible Party - Extra and Intramural (3)
Z - Technical Assistance Grants (TAG) - Federal Facilities and Military Base Closures - Extramural Only (3)
2 - Judicial Enforcement - Extramural Only (3)
3 - State/Federal Facility Liaison - Extramural Only (3)
4 - General Enforcement - Extramural and Intramural (1)
5 - Removal Enforcement - Intramural Only (3)
6 - Remedial Enforcement - Intramural Only (3)

Other Codes

A - Technical Contract Management - Extramural Only (4)
7 - General Support and Management - Extra and Intramural (1)
U - Laboratory Analysis - Extra and Intramural (1)
0 - Research and Development - (Numeric 0) - Extra and Intramural (4)

NOTES:

(1) Can be used with non-site specific, site specific and "ZZ" account number.

(2) Can only be used with site specific account number (includes "ZZ" account numbers).

(3) Can only be used with site specific account numbers (excludes "ZZ" account numbers).

(4) Account numbers with 0 or A as the activity will always be considered non-site specific.

Attachment J

INSTRUCTIONS FOR PERFORMING THE ANNUAL ALLOCATION OF NON-SITE-SPECIFIC COSTS

Superfund Technical Assessment & Response Team

EPA

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OF NON-SITE-SPECIFIC COSTS

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SECTION I

INTRODUCTION

OVERVIEW

CERCLA, as amended by SARA, authorizes EPA to recover all response costs associated with cleaning up hazardous waste sites. A large portion of EPA's response costs consists of payments to response action contractors. In order for these costs to be adequately supported in cost recovery litigation against the potentially responsible party, a defendable, logical and supportable accounting methodology must be in place that can assign costs to specific sites.

The site-specific portion of the contract costs are accounted for by EPA on a site-specific basis. However, contractors' non-site-specific costs are accounted for in a general account and must be allocated to the sites in order to be recovered. This guidance provides a logical and equitable methodology for the distribution of these non-site-specific costs to specific sites. This effort is called Annual Allocation. Completion of Annual Allocation reports by the response action contractors will result in the inclusion of all appropriate costs in the cost recovery effort.

This document has been prepared by the Superfund Accounting Branch (SAB) of the Financial Management Division. It provides instructions to contractors on how to perform the annual allocation. EPA recognizes that each contract may feature unique situations which may not necessarily be addressed in these instructions. In such cases, the contractor should contact SAB for guidance.

DEFINITIONS OF TERMS

Capital Equipment - equipment with a unit cost of $5,000.00 or more and with a useful life greater than 1 year.

Direct Site Costs - costs which are attributable to a specific site.

End of Contract costs - costs incurred to shut down a contract - usually occur at the end of the contract. End of contract costs may include such items as equipment removal costs and maintenance.

Program management - contract specific costs and fees incurred for the management of the specific EPA contract as a whole.

Non-site activities - costs incurred for activities not charged to specific sites. Examples include training of state personnel, calibrating EPA-owned equipment, and participating in general meetings and/or conferences. Non-site activities are broken down into two broad categories: program-wide and site-support. (See definitions below.)

Pre-SSID costs - costs incurred in connection with particular locations at which a Site/Spill Identifier (SSID) has not been assigned. Also known as Sites without SSIDs or 'ZZ' costs.

Program-wide non-site activities - costs incurred for activities which support the overall Superfund program. The costs are global in nature and purpose and are not eligible for distribution to sites. Examples of program-wide activities include training given by the contractor for EPA employees, training to first responders, training of state personnel, and attendance at conferences held to discuss general Superfund issues.

Site-support non-site activities - costs incurred for those activities other than program management and fees which relate to, support, and/or benefit the sites worked on by the contractor in the aggregate, but which cannot be accounted for readily on a site-specific basis. Examples include training for contractor employees working on sites, equipment maintenance, calibrating EPA-owned equipment, tracking and inventory, and a conference or meeting held to discuss issues related to sites the contractor worked on.

SSID - Site/Spill Site Identifier - specific two character alpha-numeric designation for each site within a region. The SSID number is the last two digits in the EPA accounting system's 10 digit account number used to track all costs incurred on the site.

Start-up Costs - cost of efforts and activities incurred early in the contract term whose benefits extend for the entire contract period. Examples may include recruitment and relocation of staff, preparation of the contract work plan, establishment of a quality assurance program and certain equipment purchases.

"00" costs - synonymous with "non-site-specific" costs. These are costs which are attributable to more than one site or the program. Examples include program management and fees, equipment, start-up costs, end-of-contract costs and all non-site activities. The "00" represents the last two digits in the EPA 10 digit account number.

General Requirements

The Annual Allocation process results in the contractor allocating all program management costs; fixed, base and award fees; and some non-site activity costs to sites and activities the contractor worked on during the fiscal year. The contractor submits an allocation report, along with supporting attachments, to the Superfund Accounting Branch (SAB) of the Financial Management Division (FMD). The amount included in the annual allocation report is the sum of the invoices paid for work performed during the Federal fiscal year, i.e., October 1 - September 30.

SAB will provide to the contractor within 90 days after the end of the fiscal year the total amount of all invoices paid for the annual allocation period. The contractor should provide two copies of the draft report within 60 days after the invoice amounts are provided to the contractor. The contractor may elect to combine all costs for FY 1986-FY 1991 on one allocation report. Otherwise, each fiscal year's costs should be allocated separately.

When the contract performance period ends at other than the end of the FY, EPA will provide the amount to be allocated 90 days after submission of the last invoice following contract expiration.

Draft and Final Reports

The contractor should first submit the draft reports to SAB. SAB will review the drafts, notify the contractor in writing of any necessary corrections and request submission of a final report. Two copies of the final report are due to SAB 30 days after receipt of written notice from EPA. The contractor shall provide, as part of the final report, a signed statement certifying that the final report data accurately reflects the costs distributed to each site and is supported by the contractor's accounting records. Additionally, the contractor shall submit a Summary of Allocation report on a 5 ¼ inch or a 3 ½ inch DOS computer disk in a Lotus 1-2-3 or ASCII format.

The annual allocation report submission includes the following:

Required Reports:

- Summary of Allocation
- Master Allocation Schedule (Attachment A)
- Statement of Allocation Methodology
- Listing of all invoices paid during the Federal fiscal year (with invoice numbers and amounts)
- Certification of Contractor's report - (final report only)

Required, if applicable:

- Schedule of Start-up Costs (Attachment B)
- Schedule of Capital Equipment Depreciation (Attachment C)
- Schedule of Non-Site Activities (Attachment D)

Allocation Methodology

Annual Allocation is a multi-step process that distributes the costs of program management, regional management, base and award fees and other non-site specific expenses to sites and program-wide activities on a pro-rata basis. The distribution of costs is based upon benefits received or support provided by the activities.

The preferred allocation method is the distribution of non-site costs based on a percentage of total costs. However, the contractor may request an alternative method, subject to approval by the Financial Management Division.

In preparing each year's annual allocation report, the contractor should determine whether any amounts received from EPA during the year relate to prior fiscal years, e.g., indirect cost adjustments. If the amount of such payments are material, the contractor should prepare a separate allocation schedule for those amounts.

SECTION II

ANNUAL ALLOCATION OF NON-SITE COSTS

ANNUAL ALLOCATION PROCESS

This section describes EPA's preferred annual allocation method. The examples included are designed to incorporate most situations. Certain contracts may not have all types of costs, or activities listed. If so, enter "N/A" on the schedule and proceed to the next step.

The allocation package submitted by the contractor should provide the information shown on the Summary of Allocation Schedule along with the information in Attachments A, B, C, and D. Attachment A is the master schedule and summarizes information from the other attachments. In a sense, Attachment A is similar to Internal Revenue Service Form 1040, and the other attachments equate to Schedules A, B, etc.

The information provided on the Summary of Allocation should be triple spaced to allow for the addition of account codes by EPA. Sufficient supporting documentation enabling EPA to verify the accuracy of the allocation must be submitted as required by the contract clause. Attachments A, B, C, and D of the instruction package provide examples of adequate supporting documentation.

The instructions provided below follow a format which flows from Attachment A to each of the supporting attachments B, C, and D.

Step 1 - Reconciliation of Amounts Paid

The first step in the annual allocation process is the determination of the amount paid for work performed during the government fiscal year. EPA will provide the amounts paid for work performed during the fiscal year. The amount paid represents Superfund monies only. Non-Superfund monies are not considered in this allocation. The contractor should reconcile EPA-provided paid amounts with their records. For this step, assume EPA provides a paid amount of $270,000. An example of the reconciliation is shown below:

EPA PROVIDED AMOUNTS:

Invoice	Period of Performance	Paid Amount	Date Paid
4	10/1/88 - 11/30/88	$30,000	1/15/89
5	12/1/88 - 1/31/89	40,000	3/15/89
6	2/1/89 - 3/31/89	40,000	5/15/89
7	4/1/89 - 5/31/89	50,000	7/15/89
8	6/1/89 - 7/31/89	60,000	9/15/89
9	8/1/89 - 9/30/89	50,000	11/15/89
		$270,000	

CONTRACTOR AMOUNTS:

Invoice	Period of Performance	Billed Amount	Paid Amount	Difference
4	10/1/88 - 11/30/88	$30,000	$30,000	$ -0-
5	12/1/88 - 1/31/89	42,000	40,000	2,000
6	2/1/89 - 3/31/89	40,000	40,000	0
7	4/1/89 - 5/31/89	50,000	50,000	0
8	6/1/89 - 7/31/89	60,000	60,000	0
9	8/1/89 - 9/30/89	50,000	50,000	0
		$272,000	$270,000	$270,000

There are three important pieces of information in the above example. The first important piece of information is the period of performance. It is the government fiscal year - October 1 through September 30. Note that the invoices provided represent work performed during the government fiscal year. When the phrase "*amount paid for work performed*" is used, the government fiscal year is the period of work performed.

The second important piece of information is the paid amount. EPA has paid $270,000. The contractor amounts show $272,000 billed to EPA, but only $270,000 paid. There is a difference of $2,000, which could represent fee holdbacks, suspensions, or disallowed payments. The annual allocation process uses the amount *paid* for work only performed, not the amount billed.

The third important piece of information is the date paid. Some of the payments occurred after the end of the government fiscal year. The annual allocation process uses the amount paid for the work performed during the government fiscal year.

Step 2 - Identification of Site-Specific Costs

The next step in the annual allocation process is the identification of the site-specific costs paid for work performed during the fiscal year. The site-specific costs include those sites with EPA SSIDs and those without EPA SSIDs. This information will be entered on *Attachment A, Master Allocation Schedule.*

Sites with EPA SSIDs

For sites assigned an EPA SSID, enter the following information by region and by site number on Attachment A, Line 1, Description:

- EPA SSID - the unique site/spill identifier number consisting of a two-digit region code (representing EPA regions 01 - 10), and a two-digit site/spill number assigned by EPA.

- Site Name - the first twelve letters of the site name as it appears on EPA's SSID list.

- State - the two-letter State abbreviation.

- Amount Paid - under Column A, the sum of the amounts directly reported for each site on each invoice or site-specific attachment submitted and paid for the annual allocation period. This includes any pre-SSID costs redistributed to the site during the year.

Sites without EPA SSIDs

For sites not assigned an EPA SSID, enter the following information by region and by Site on Attachment A, Line 2, Description:

- Sites without SSIDs - the pre site/spill identifier number consisting of a two-digit region code (representing EPA regions 01 - 10), and a two-digit pre-SSID number (ZZ) assigned by EPA.

- Amount Paid - under Column A, the sum of the amounts reported for each pre-SSID site on each invoice or site-specific attachment submitted and paid for the annual allocation period. Pre-SSID costs are summarized by region.

The Attachment A example illustrates the procedures for entry of cost information for Sites with EPA SSIDs and Sites without EPA SSIDs. For example, Region 1 Sites with EPA SSIDs, show $15,000 identified as costs for the Picillo site (0101) and $25,000 for the Fletchers Paint Mill site (01A2). For Region 1 Sites without

EPA SSIDs, there is an $8,000 amount reported under the SSID "0ZZZ." The costs for sites reported under the "ZZ" identifier shall not include any pre-SSID costs which were previously redistributed to the sites during the year.

Subtotal Superfund Site Costs

In Column A, subtotal the amounts from Column A, Line 1 for Sites with EPA SSIDs and subtotal the amounts from Column A, Line 2 for Sites without EPA SSIDs.

Step 3 - Reassignment of Pre-SSID Costs

Note: If the contractor does not have this category of costs, note this on Attachment A and proceed to the next step.

The purpose of this step is to reassign any pre-SSID costs paid for work performed during the fiscal year that are not reflected in the Sites with EPA SSIDs costs identified in the previous step. For these costs, the redistribution will be identified on Attachment A, Column B.

During the year, the contractor may have performed effort at sites which had not been assigned an EPA SSID. The costs for this effort were charged to the pre-SSID account during the year. In many instances, a unique SSID is subsequently assigned to these sites, and the cost of work initially performed and billed is properly reassignable to a specific site.

In the Attachment A example, $2,000 is being reassigned from the Region 1 pre-SSID amounts to two Region 1 sites. Based upon contractor records, $1,000 was incurred and paid at each of these two sites before an EPA SSID was established. These amounts are not reflected in the Sites with EPA SSIDs totals from the previous step. In order to reflect the total site specific amount for these two sites, the $1,000 per site needs to be reassigned from the pre-SSID amounts to the site amounts.

On Attachment A, Line 2, Column B, a credit of $2,000 is entered for that line item. The reassigned amounts of $1,000 for each site are then entered on the appropriate lines in Line 1, Column B. After all reassignments are made, sum the totals of Column A and Column B for each site and pre-SSID item and enter the sum on Attachment A, Column C for the respective site and pre-SSID amount.

Step 4 - Identification of Non-Site Costs

The purpose of this step is to identify the non-site costs and the types of activities they represent. The non-site costs can be classified into one of five major categories:

1) Program Management - contract activities associated with the management and administration of the contract as a whole. For region specific contracts, there will be one category of Program Management. For Zone or National contracts, Program Management may be broken down into two subcategories - Regional Program Management and National Program Management. Program Management costs will be entered onto Attachment A in Step 5.

2) Start-up Costs - activities incurred generally in the first year and associated with efforts benefiting the entire contract term, e.g., quality assurance plans. Start-up costs will be entered onto Attachment A in Step 6.

3) Capital Equipment - equipment with a unit cost of $5,000.00 and greater and a useful life of greater than one year. Capital equipment costs will be entered onto Attachment A in Step 7.

4) Non-Site Activities - activities under the contract, other than program management, start-up, or end-of contract, which are not site-specific. These activities can be broken down into two sub categories:

- Site-Support Non-Site Activities - payments for activities which relate to, support, and/or benefit the sites worked on by the contractor; or

- Program-Wide Non-Site Activities - payments for activities which support the overall Superfund program beyond the sites worked on under this contract; they are global in nature and purpose. These costs will not be allocated to sites in the annual allocation process.

For further information on non-site activities, refer to the next page. Non-site activities will be entered on Attachment A in Step 8.

5) Non-Superfund Costs - costs for contract tasks funded from EPA appropriations other than Superfund; e.g., Abatement, Control, and Compliance, Research and Development, or Lust monies. Non-Superfund costs are not included in this allocation.

The contractor should evaluate the types of non-site costs that were billed and paid for work performed during the fiscal year and place them in one of the five categories identified above. In the next five steps, these amounts will be identified on

supporting schedules and entered on Attachment A as applicable. Once the costs have been entered onto Attachment A, the appropriate non-site costs will be allocated to sites and activities.

Description of Non-Site Activities

There is no comprehensive list of site-support non-site activities and program-wide non-site activities. The determination of a site-support activity or a program-wide activity is based upon the purpose of the activity itself. A general definition with some examples will provide sufficient guidance for the contractor to identify which of the non-site activities represent site-support activities and program-wide activities.

Site-Support Activities - Activities undertaken for the purpose of specifically assisting in, or supporting the contractor's site response actions, are considered site-support activities. Listed below are some activities which are generally considered to be site-support activities:

- Project planning costs for a multi-site work assignment
- OSHA safety training for site employees
- Site equipment training
- Development of CERCLA site standard operating procedures (SOPs)
- Development of CERCLA site quality assurance plans
- Review CERCLA site sampling procedures

Program-Wide Activities - Activities which are general in nature and are performed for reasons other than supporting site response actions are considered program-wide activities. If the activity benefits the Superfund, or EPA as a whole, it should be considered a program-wide activity. A few examples of program-wide activities are provided below:

- Review of EPA sampling procedures
- Preparation of SOPs for CERCLA and Clean Water sites
- Preparation of the Annual Allocation Report
- Attendance at a General Superfund Environmental Conference
- CERCLA Title III evaluations
- End of contract activities

The examples given above are certainly not an exhaustive list. However, to summarize the general guidelines and concepts of the examples listed above: if the activity supports or benefits the site response actions worked on under the contract, the activity should be considered a site-support activity; if the activity benefits the Superfund or EPA as a whole, the activity should be considered a program-wide activity.

Step 5 - Program Management Costs

The purpose of this step is to enter program management costs onto Attachment A, Master Allocation Schedule. In step 4, the amount of program management costs was identified. Depending on the area of coverage of the contract, there may only be one category of program management. For Zone or National contracts, there may be two categories – regional and national program management. Enter the amount of national program management, or contract program management, identified in Step 4 on Attachment A, Line 3, Columns A and C. If the contractor has regional program management, enter the amount of regional program management, by region, on Attachment A, Line 4, Columns A and C.

In the Attachment A example, $25,000 has been identified as national program management as indicated in Line 3, Columns A and C. Attachment A also shows regional program management of $10,000 and $7,000 for Regions 1 and 2, respectively, in Line 4, Columns A and C.

Step 6 - Start-Up Costs

Note: If there are no start-up costs associated with this contract, note this on Attachment A and proceed to the next step.

Start-up costs consist of the cost of efforts and activities incurred and paid for whose purposes and benefits extend for the entire contract period. Examples may include the recruitment and relocation of staff, preparation of the contract work plan, establishment of a contract quality assurance program, and calibration of equipment. Start-up costs typically will have been charged to the contract as program management.

Any start-up costs incurred during this annual allocation period were identified in Step 4. In Step 6, the total start-up costs applicable to this period will be identified and incorporated into the annual allocation process.

Attachment B, Schedule of Start-Up Costs, is the schedule used to determine start-up costs applicable for this annual allocation period. The information on this schedule will be used for all annual allocation periods. The following information should be entered on the schedule:

A) Schedule Heading - complete the heading for this schedule by entering the fiscal year of the annual allocation, contractor name, and contract number.

B) Fiscal Year Incurred - enter the Federal fiscal year for this annual allocation period.

C) Start-Up Costs - enter the amount of start-up costs incurred and paid by each annual allocation period (fiscal year) of the contract. Also enter the amount of start-up costs incurred and paid this annual allocation period on Attachment A, Line 5, Column A.

D) Number of Years Allocated - enter the number of years over which the start up costs will be allocated (amortized). Generally, this represents the number of years remaining on the contract. The amortization should be based upon a straight-line or percentage of level-of-effort basis. In this example, a straight-line amortization of five years (the life of the contract) is used for illustrating the amortization.

E) Amount Amortized Each Year - the amount of start-up costs amortized in this annual allocation period, by fiscal year. This fiscal year amount (straight-line method) is determined by dividing the amount identified in the Start-Up Costs column by the amount in the Number of Years Allocated column.

F) Total Amount to be Allocated This Annual Allocation Report - the total of all costs in the column, Amount Amortized Each Year. Enter this amount on Attachment A, Line 5, Column C.

In the Attachment B example, the contract began in FY 1987. During FY 1987 the contractor incurred and was paid for $25,000 of start-up costs. These start-up costs will be amortized over the five-year life of the contract on a straight-line basis. To complete this schedule, the FY 1987 start-up costs of $25,000 are entered on the first line of the schedule in accordance with Steps B-E above. For FY 1988, no start-up costs were incurred or paid. A zero is entered in the start-up costs column. In the current year, FY 1989, there were no start-up costs incurred or paid. A zero is entered in the start-up costs column. For this annual allocation period, $5,000 of start-up costs is being amortized and included in the annual allocation. The $5,000 represents the amortized portion of the start-up costs incurred and paid in FY 1987. This amortized portion is entered on Attachment A, Line 5, Column C.

Step 7 - Equipment

Note: If there are no equipment costs, please note this in Attachment A and proceed to the next step.

Cost-reimbursed equipment represents capital equipment with a unit price of $5,000.00 or greater and a greater than 1 year useful life. The cost of this capital equipment should not be allocated to sites during a one-year period, but rather, depreciated over its useful life. The preferred depreciation basis is an actual usage basis or straight-line method. If the contractor has another accepted accounting method of equipment depreciation, that procedure may be substituted for the straight-line or actual usage basis.

This schedule applies only to non-site-specific capital equipment. Expendable equipment or capital equipment purchased and consumed at a site (and paid as a site-specific cost by EPA to the contractor) should not be included on this schedule.

Any new capital equipment costs incurred during this annual allocation period were identified in Step 4. In this step, the capital equipment costs purchased during this annual allocation period will be entered on Schedule C, Schedule of Capital Equipment Depreciation, and the total capital equipment depreciation applicable to this period will be identified. The total capital equipment depreciation applicable to this period includes the depreciable amount of capital equipment purchased this annual allocation period plus the applicable depreciation of capital equipment purchased in previous annual allocation periods.

Attachment C, Schedule of Capital Equipment Depreciation, is the schedule used to determine capital equipment costs applicable for this period. The information on this schedule will be used for all annual allocation periods. The following information should be entered on the schedule:

A) <u>Schedule Heading</u> - complete the heading for this schedule by entering the fiscal year of the annual allocation, contractor name, and contract number.

B) <u>Date Charged to Contract</u> - enter the month and year the equipment was charged to the contract for all equipment items depreciated this annual allocation period.

C) <u>Capital Equipment</u> - enter the name of each capital equipment item.

D) <u>Purchase Price</u> - enter the amount charged to the contract for each capital equipment item. For equipment items purchased this annual allocation period, compute and enter the total amount billed and paid and enter that amount on Attachment A, Line 6, Column A.

E) Useful Life - enter the useful life of the equipment. If the straight-line depreciation method is used, enter the useful life in number of years. If an actual usage basis is used, enter the actual usage unit; i.e., number of hours, number of days, etc. The useful life may extend beyond the term of the contract.

F) Beginning Balance - enter the amount of undepreciated equipment costs. For equipment purchased in previous fiscal years, this amount will be the Ending Balance (See H) in the previous year's annual allocation report. For equipment purchased this fiscal year, the amount will be the purchase price.

G) Depreciation Amount - the depreciation amount to be allocated this annual allocation period. This amount represents the purchase price (D) divided by the useful life (E). For this report, assume no residual or salvage value.

H) Ending Balance - enter the amount of undepreciated equipment cost. This amount represents Beginning Balance (F) less Depreciation Amount (G). This amount is carried over to the next annual allocation report.

I) Total Amount to be Allocated in this Annual Allocation Report - sum the amounts entered into the Depreciation Amount Column (G). Enter that sum on Attachment A, Line 6, Column C.

In the Attachment C example, the straight-line depreciation method was used for all equipment items. In the example, there are three capital equipment items, each purchased in a separate fiscal year and initially reported in a separate annual allocation period.

Entries for Items A - D are self-explanatory. In this example, Step D results in the entry of equipment purchased during this annual allocation period on Attachment A, Line 6, Column A.

The entry for Useful Life (E), may be somewhat difficult to determine. The contractor's own experience should be used in setting the useful life. However, the contractor may rely on manufacturer estimates or specifications. If the manufacturer does not publish useful life figures, or a standard industry useful life has not been established, use the standard IRS depreciation tables for useful life.

The entries for the Beginning Balance (F) represent the remaining balance of depreciation at the beginning of the annual allocation period. The Gas Chromatograph has a purchase price of $80,000 and a beginning balance of $48,000. The gas chromatograph was purchased in FY 1987. The current annual allocation period is for

FY 1989. There have been two annual allocation reports prior to this year. The difference between the purchase price and the beginning balance of $32,000 represents the depreciation included in the two prior years' annual allocation reports. The same holds true for the mobile lab. The mobile lab was purchased in the prior annual allocation period. Therefore, the beginning balance represents the purchase price less one year's depreciation amount. The third item shown, Tractor, was purchased in this annual allocation period. The purchase price and the beginning balance are the same.

The Depreciation Amount (G) represents the Purchase Price (D) divided by the Useful Life (E). In this example, number of years were used. Also in this example, there is no proration of the depreciation amount for purchases made during the fiscal year. As an example, the Tractor was purchased in November 1988. It was used for eleven months of this annual allocation period. The depreciation for this annual allocation period is one-third of the total purchase price, or one of the three years' useful life, not 11/36 of the purchase price. If the contractor chooses to depreciate the equipment based upon the number of months available during the fiscal year, that is an acceptable practice. However, this example uses the full year basis.

The Ending Balance (H) represents the Beginning Balance (F) less Depreciation Amount (G). For the FY 1990 annual allocation report, this amount would be entered into the Beginning Balance column (F) for all equipment items depreciated during the FY 1990 annual allocation period.

Attachment C provides the total amount to be allocated for this annual allocation period in Step I. The amount is the sum of the amounts entered into the Depreciation Amount (G) column. Total the amounts entered in this column and enter the amount on Attachment A, Line 6, Column C.

This example shows the straight-line depreciation method for equipment depreciation. If the contractor has another acceptable accounting procedure for depreciation, that procedure can be used. The resulting schedule may appear in a different format than presented in the example. However, the basic information should still be presented.

Step 8 - Non-Site Activities

Note: If there are no non-site activities, please note this in Attachment A and proceed to the next step.

Non-site activities represent efforts and activities which either support contractor site response actions or support the Superfund program as a whole. The non-site activities can be efforts generated by separate contractual instruments (Work Assignments, Technical Directive Documents, Delivery Orders, etc.) or general components of the general non-site portion of the contract.

Attachment D, Schedule of Non-Site Activities, is the schedule used to identify and list the activities by site-support activities or program-wide activities. In Step 4, these activities were identified. Activities should be grouped and listed by allocability type and area of applicability.

A) Schedule Heading - complete the heading for this schedule by entering the fiscal year of the annual allocation, contractor name, and contract number.

B) Determination of Allocability - enter the allocability determination for each identified activity as either site-support or program-wide.

C) Area of Applicability - enter the sites, or grouping of sites, over which the costs will be allocated; i.e., Region 1 sites, all sites, or not allocable. For region specific contracts, all sites would be entered for site-support costs.

D) Description of Activity - enter the description of the non-site activity. The description should provide for a complete description of the activity.

E) Amount of Activity - enter the amount of the non-site activity.

F) Amount to be Allocated This Annual Allocation Report - Sum the non-site activities by Area of Applicability (C) and by Determination of Allocability (B). For site-support activities, enter the amount on Attachment A, Line 7, Column A and Column C. For program-wide activities, enter the amount on Attachment A, Line 8, Column A and Column C.

In the Attachment D example, there are examples of the two types of non-site activities. First, there is $55,000 of site-support costs. These site-support costs are further broken down into regional activities, $25,000 of Region 1 site-support activity and $30,000 of Region 2 site-support activity. These amounts are entered onto Attachment A, Line 7, Columns A and C, for each respective region. Second, there is a total of $22,000 of program-wide activities and these costs are identified as not allocable. This amount is entered onto Attachment A, Line 8, Columns A and C.

Step 9 - Non-Superfund Costs

Certain Superfund response action contractors may perform efforts other than Superfund activities. These efforts are paid from other than the Superfund appropriation. The annual allocation process deals with Superfund monies only. Do not include non-Superfund monies in this annual allocation report.

Step 10 - Summary of Amounts

Sum all of Attachment A, Column A and enter that total on Attachment A, Line 9, Column A. This amount should equal the amount identified in Step 1. If it does not, please re-check your figures. In the Attachment A example, this amount equals $270,000.

Sum Attachment A, Column C and enter that total on Attachment A, Line 9, Column C. This is the universe of costs used in this annual allocation period, including site specific amounts, Pre-SSID amounts, and amounts eligible for allocation. In the Attachment A example, this amount equals $268,000

With these final entries, the annual allocation process can begin. The next four steps provide an illustration of the annual allocation process for each of the allocable costs: program management, start-up costs, equipment, and site-support activities.

Program management costs are allocated to all sites with and without EPA SSIDs, non-site activities, and other non-Superfund efforts. The allocation should be based upon a method which equitably reflects the benefits provided by the program management.

In this example, a modified cost base is used for the allocation of program management costs. Also, two types of Program Management costs are included in this example - National Program Management and Regional Program Management. All contracts may not have both types of program management, but this instruction document is designed for all types of contracts and may have examples or illustrations which do not apply.

Program management is allocated to the sites and activities based upon the percentage of the particular site or activity's costs to the total cost of all sites and activities. Please note that equipment is not included in the allocation base. Generally, equipment does not receive the same level of support that sites and other activities receive. Because the support provided would not reflect the causal/beneficial relationship, equipment is excluded.

An example is provided below on the allocation to an EPA SSID site. The allocation to other sites and activities is performed in the same manner.

<u>Program Management Allocation</u>

Formula:

$$\text{Program Management Amount} \times \frac{\text{Site or Activity Amount}}{\text{Allocation Cost Base}} = \text{Allocable Share}$$

Allocation of Costs:

$$\$25{,}000 \times \frac{\$16{,}000}{\$205{,}000} = \$1{,}951$$

In the example shown above, the Program Management amount of $25,000 is identified on Attachment A, Line 3, Column C. This is the amount to be allocated.

The site or activity amount, in this example the SSID amount for the Picillo Site (0101), equals $16,000 - the amount shown in Attachment A, Line 1, Column C. This amount includes the $15,000 of site costs plus the $1,000 of pre-SSID costs reassigned to the site in Step 3.

The allocation cost base of $205,000 (the total shown in Column C of $268,000 less the $25,000 of Program Management Costs and the $38,000 of Equipment Costs) represents the sites and activities which receive a portion of allocated program management. The allocable share of $1,951 is entered on Attachment A, Line 1, Column D for this site. Repeat this calculation for all other sites and activities. The allocable share for each site or activity is entered on Attachment A, Column D on the corresponding line. Enter a credit to the Program Management amount in the amount of $25,000 on Attachment A, Line 3, Column D.

Allocation of Regional Program Management Costs

The allocation of regional program management costs is similar to the allocation of program management costs shown above, except it is on a regional level. The regional program management costs are allocated to all sites and activities in that region.

Regional Program Management Allocation

Formula:

$$\text{Regional Program Management Amount} \times \frac{\text{Site or Activity Amount}}{\text{Total Regional Cost Base}} = \text{Allocable Share}$$

Allocation of Costs:

$$\$11,220 \times \frac{\$17,951}{\$81,903} = \$2,459$$

In the example shown above, the Region 1 Program Management amount of $11,220 represents the sum of the Regional Program Management identified on Attachment A, Line 4, Column C of $10,000 plus the $1,220 allocable share of Program Management costs identified in Column D.

(0101), equals $17,951. The SSID amount includes the $16,000 shown on Attachment A, Column C plus the allocable share of Program Management costs of $1,951.

The total regional cost base of $81,903 represents all sites and activities in Region 1. This amount includes the total amount of site costs both with SSIDs ($17,951 for Picillo and $29,171 for Fletchers Paint Mill) and pre-SSIDs ($6,732) and the Region 1 site-support costs ($28,049), including any previous allocations of costs (Program Management Costs). If there were regional start-up costs, these amounts would also be included in the total regional cost base. In this example, start-up costs are considered contract-wide costs. Regional program management costs are allocated to region-specific costs only. From the calculation above, the allocable share for Site 0101 is $2,459 and is entered on Attachment A, Line 1, Column E for this site. Repeat this calculation for all other sites and activities. The allocable share for each site or activity is entered on Attachment A, Column E on the corresponding line.

Step 12 - Allocation of Start-up Costs

The allocation of start-up costs proceeds in the same manner as program management costs. The start-up costs are allocated to all sites and activities which receive a benefit from the start-up costs.

In this example, start-up costs are allocated to all sites and activities, excluding equipment. The contractor may be able to identify start-up costs to specific sites, regions, equipment, or activities. If the contractor has kept records in such a manner, the start-up costs should be allocated in accordance with the benefits provided by the start-up costs. The example below provides the basis for allocating the start-up costs to all sites and activities, excluding equipment:

<u>Start-up Cost Allocation</u>

Formula:

$$\text{Start-up Cost Amount} \times \frac{\text{Site or Activity Amount}}{\text{Allocation Cost Base}} = \text{Allocable Share}$$

Allocation of Costs:

$$\$5,610 \times \frac{\$20,410}{\$224,390} = \$\ 510$$

In the example shown above, the start-up cost amount of $5,610 represents the sum of Columns C, D, and E, of Line 5 ($5,000, $610, and 0, respectively). The site or activity amount, in this example the SSID amount for the Picillo Site (0101), equals $20,410 - the sum of the amounts shown in Columns C, D, and E, of Line 1 ($16,000, $1,951, and $2,459, respectively). The Total Cost Base is $224,390 which represents all costs from Column C of $268,000 (because start-up costs are allocated to all sites and activities, excluding equipment) less the start-up cost amount of $5,610 and equipment of $38,000. The allocable share of $510 for site 0101 is entered on Attachment A, Line 1, Column F for this site. Repeat this calculation for all other sites and activities. The allocable share for all sites and activities is entered on Attachment A, Column F on the corresponding line.

Step 13 - Allocation of Capital Equipment Costs

Capital equipment costs are allocated to those sites and activities which receive a benefit from the equipment. The preferred method of allocating capital equipment costs to sites and activities is on a direct usage basis; i.e., as capital equipment is used on each site or activity, those costs are captured and identified with that specific site or activity. This method would result in the most equitable cost accounting treatment of capital equipment costs. However, other allocation procedures may be used if they provide a sound cost accounting treatment of capital equipment costs. The allocation of capital equipment costs should be based upon a procedure which results in the equitable allocation of costs and is based upon information from the contractor's accounting system. For this example, the straight-line depreciation method is used.

<u>Capital Equipment Cost Allocation</u>

Formula:

$$\text{Capital Equipment Cost Amount} \times \frac{\text{Site or Activity Amount}}{\text{Total Cost Base}} = \text{Allocable Share}$$

Allocation of Costs:

$$\$38{,}000 \times \frac{\$20{,}920}{\$230{,}000} = \$\ 3{,}456$$

In the example shown above, the capital equipment cost amount of $38,000 represents the sum of the Capital Equipment line item, Columns C, D, E, and F ($38,000, $0, $0, and $0, respectively, because capital equipment does not receive any allocations). The site or activity amount, in this example the SSID amount for the Picillo Site (0101), equals $20,920 - the sum of the amounts shown in Columns C, D, E, and F ($16,000, $1,951, $2,459, and $510, respectively). The Total Cost Base amount equals $230,000 and represents all costs of $268,000 (because in this example capital equipment costs are allocated to all sites and activities) less the capital equipment cost amount of $38,000. The allocable share of $3,456 for site 0101 is entered on Attachment A, Line 1, Column G for this site. Repeat this calculation for all other sites and activities. The allocable share for all sites and activities is entered on Attachment A, Column G on the corresponding line.

Step 14 - Allocation of Site-Support Costs

Site-support costs represent those activities which support site response actions in the aggregate, but by their nature cannot be accounted for on a site-specific basis. In this example, all site-support costs are region specific costs. Site-support costs may also be contract-wide costs, i.e., allocated to all sites on the contract. The allocation of site-support costs is shown below:

Site-Support Cost Allocation

Formula:

$$\text{Site Support Cost Amount} \times \frac{\text{Regional Site Amount}}{\text{Total Regional Cost Base}} = \text{Allocable Share}$$

Allocation of Costs:

$$\$38,089 \times \frac{\$24,376}{\$73,130} = \$\ 12,696$$

In the example shown above, the Region 1 site-support cost amount of $38,089 represents the sum of the Site-Support line item, Columns C, D, E, F, and G ($25,000, $3,049, $3,842, $797, and $5,401 respectively).

The Regional Site Amount, in this example the SSID amount for the Picillo Site, 0101, equals $24,376 - the sum of the amounts shown in Columns C, D, E, F, and G ($16,000, $1,951, $2,459, $510, and $3,456, respectively).

The Total Regional Cost Amount is $73,130 and represents all Region 1 site costs - sites with EPA SSIDs ($24,376 for Picillo and $39,613 for Fletchers Paint Mill) and Pre-SSID costs ($9,141), including any allocations incorporated in Columns D, E, F, and G. The allocable share of $12,696 for site 0101 is entered on Attachment A, Line 1, Column H for this site. Repeat this calculation for all Region 1 sites and activities. The allocable share for other sites is entered on Attachment A, Column H on the corresponding line. Repeat these same calculations for Region 2 until all site-support costs are allocated to sites.

Step 15 - Completion of Master Allocation Schedule

The purpose of this step is to complete Attachment A, Master Allocation Schedule by summarizing the allocation. Attachment A is completed by adding the amounts entered in Columns D, E, F, G, and H for each site and activity and entering the sum in Column I. These amounts represent each site's and activity's total share of allocated costs. The Column I site totals are then forwarded to the Summary Allocation Schedule.

All amounts shown on Attachment A, Master Allocation Schedule, are whole dollars. EPA prefers the amounts shown in this format. Because the amounts are shown in whole dollars and there are numerous calculations, some rounding differences will occur. The rounding difference can be shown as a separate line item, or, as in this example, is simply incorporated into the schedule.

Step 16 - Summary of Allocated Amounts

The purpose of this step is to summarize the amounts allocated to site response effort (Sites with EPA SSIDs and Pre-SSID Costs) on the Summary of Allocation. The allocated amounts represent the entries in Columns D through H on the Master Allocation Schedule.

The Summary of Allocation should be completed as follows:

1) Identify sites by region

- SSID - the unique site/spill identifier number consisting of a two-digit region code (representing EPA regions 01 - 10), and a two-digit site/spill number which is assigned by EPA.
- Site Name - the first twelve letters of the site name as it appears on EPA's SSID list.
- State - the two-letter State abbreviation.

2) Within the region, list the Sites with EPA SSIDs - numbers first, then letters

3) After the identification of the Sites with EPA SSIDs, enter the Pre-SSID 'ZZ' line item

4) Enter the summary amount of allocated dollars by site from Column I on the Master Allocation Schedule onto the Summary of Allocation

The contractor shall submit the Summary of Allocation report on a 5 ¼ inch or a 3 ½ inch DOS computer disk in a Lotus 1-2-3 or ASCII format. The Allocation Schedule should be triple spaced. Two hard copies of the report should accompany the diskette submission.

SECTION III

EXAMPLES OF ANNUAL ALLOCATION SCHEDULES

Summary of Allocation
Fiscal Year 1989
Clean-up, Inc.
Contract No. 68-01-xxxx

Description			Amount Allocated	DCN	Account Number To	Account Number From
Allocation to Sites with EPA SSIDs						
SSID	Site Name	State				
01B1	PICILLO FARM	RI	21,073	[TO BE COMPLETED BY EPA]		
01A2	FLETCHERS PAI	NH	34,245			
02B3	CALDWELL TRUC	NJ	39,430			
02C4	SAYREVILLE LD	NJ	26,286			
SITES WITH SSID SUBTOTAL			121,034			
Allocation to Pre-SSID Sites						
01ZZ			7,902			
02ZZ			3,584			
SITES WITH SSID SUBTOTAL			11,486			
TOTAL ALLOCATED TO SITES			132,520			

Master Allocation Schedule
Fiscal Year 1989
Clean-up, Inc.
Contract No. 68-01-[illegible]

Attachment

Line/Column			A	B	C	D	E	F	G	H	I
						Allocation of					
Description			Amount Paid	Pre-SSID Adjustments	Allocation Amounts	Program Management	Regional Program Management	Start-up Costs	Equipment Costs	Site-Support Costs	Total Allocated Amounts
1 Sites with EPA SSIDs											
SSID	Site Name	State									
0[illegible]	PICILLO FARM	RI	15,000	1,000	16,000	1,951	2,459	510	3,456	12,696	21,07[illegible]
01A2	FLETCHERS PAI	NH	25,000	1,000	26,000	3,171	3,996	829	5,617	20,632	34,34[illegible]
02B3	CALDWELL TRUC	NJ	33,000		33,000	4,084	2,945	999	6,739	24,692	39,43[illegible]
02C4	SAYREVILLE LD	NJ	22,000		22,000	2,683	1,963	666	4,513	16,461	26,[illegible]
SITES WITH SSID SUBTOTAL			95,000	2,000	97,000	11,829	11,364	3,005	20,355	74,481	121,[illegible]
2 Sites without EPA SSIDs											
01ZZ			8,000	-2,000	6,000	732	982	191	1,296	4,761	7,9[illegible]
02ZZ			3,000		3,000	366	268	91	615	2,245	3,584
SITES WITHOUT SSID SUBTOTAL			11,000	-2,000	9,000	1,098	1,190	282	1,911	7,006	11,487
SITE TOTAL			106,000	0	106,000	12,927	12,553	3,287	22,266	81,487	132,5[illegible]
3 Program Management			25,000		25,000	-25,000					0
4 Regional Program Management											
Region 1			10,000		10,000	1,220	-11,220				0
Region 2			7,000		7,000	854	-7,854				0
5 Start-up Costs			0		5,000	610		-5,610			0
6 Equipment			45,000		38,000				-38,000		0
7 Site-Support Costs											
Region 1			25,000		25,000	3,049	3,042	797	5,401	-38,089	0
Region 2			30,000		30,000	3,659	2,677	988	6,153	-43,398	0
8 Program Wide-Activities			22,000		22,000	2,683		617	4,100		7,4[illegible]
9 TOTAL			270,000		268,000	0	0	0	0	0	140,000

Attachment B

Schedule of Start-up Costs
Fiscal Year 1989
A → Clean-up, Inc.
Contract No. 68-01-xxxx

B	C	D	E
FY Incurred	Start-up Costs	Number of Years Allocated	Amount Amortized Each Year
FY 1987	$ 25,000	5	$ 5,000
FY 1988	-0-	0	-0-
FY 1989	-0-	0	-0-

Total Amount to be Allocated
This Annual Allocation Report $ 5,000

F → Enter this amount on Attachment A, Line 5, Column C

Attachment C

Schedule of Capital Equipment Depreciation
Fiscal Year 1989
A → Clean-up, Inc.
Contract No. 68-01-xxxx

B	C	D	E	F	G	H
Date Charged to Contract	Capital Equipment	Purchase Price	Useful Life	Beginning Balance	Depreciation Amount	Ending Balance
January 1987	Gas Chromatograph	$ 80,000	5 years	$ 48,000	$ 16,000	$ 32,000
October 1987	Mobile Lab	49,000	7 years	42,000	7,000	35,000
November 1988	Tractor	45,000	3 years	45,000	15,000	30,000

Total Amount to be Allocated
This Annual Allocation Report $38,000

I → Enter this amount on Attachment A, Line 6, Column C

Attachment D

A → Schedule of Non-Site Activities
Fiscal Year 1989
Clean-up, Inc.
Contract No. 68-01-xxxx

B ↓ Determination of Allocability	C ↓ Area of Applicability	D ↓ Description of Activity	E ↓ Amount of Activity
Site-Support	Region 1 Sites	Worker safety training for regional personnel	$ 25,000
		SUBTOTAL REGION 1 SITES	$ 25,000
Site-Support	Region 2 Sites	Worker safety training for regional personnel	28,000
Site-Support	Region 2 Sites	NPL Training	2,000
		SUBTOTAL REGION 2 SITES	$ 30,000
Program-Wide	Not Allocable	Training of First Responders	10,000
Program-Wide	Not Allocable	Review State Agency Safety Requirements	12,000
		SUBTOTAL NOT ALLOCABLE	$ 22,000
		Total Amount to be Allocated This Annual Allocation Report	$55,000

F → Enter the Site Support or Program-Wide amounts on: Attachment A, Line 7, Column C or Attachment A, Line 8, Column C, as appropriate

ATTACHMENT K -- DELETED

Attachment L

SB/SDB SUBCONTRACTING PLAN

Superfund Technical Assessment & Response Team

EPA

Office of Solid Waste
and Emergency Response
Office of Small and
Disadvantaged Business
Utilization

XB651

VOLUME II:

SECTION VI
MENTOR-PROTEGE PLAN/
SMALL AND SMALL DISADVANTAGED
BUSINESS UTILIZATION
SOLICITATION NO. W302002G3

April 12, 1995

This proposal is firm for 180 days from the due date of the solicitation.

BUSINESS CONFIDENTIALITY

The information contained in this proposal is confidential and shall not be used or disclosed, except for evaluation purposes. However, if a contract is awarded to Ecology and Environment, Inc., as a result of or in connection with the submission of this proposal, the United States Environmental Protection Agency (EPA) shall have the right to use or disclose the information to the extent provided in the contract. This restriction does not limit EPA's right to use or disclose information in this proposal, where obtained from another source, without restriction.

Prepared for:

United States Environmental Protection Agency
BID/PROPOSAL ROOM, 3rd Floor
499 South Capitol Street
Washington, DC 20003

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ecology and environment, inc.
International Specialists in the Environment
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Tel: 716/684-8060, Fax: 716/684-0844

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VI. TABLE OF CONTENTS

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VI.B	SBE/SDB/WBE SUBCONTRACTING POOL PROGRAMS	VI-17

VI. SMALL AND SMALL DISADVANTAGED BUSINESS UTILIZATION

EPA requires that its contractors support its goals with respect to the utilization of small business (SB); small disadvantaged business (SDB)/woman-owned business enterprise (WBE); historically black colleges and universities/minority institutions (HBCU/MIs); and labor surplus area (LSA) concerns. In this proposal section, E & E provides a summary of policies and programs that it will implement for subcontracting to SDBs in support of EPA contracts. The focus of this section is E & E's proposal to utilize SB, SDB, and WBE firms and to mentor an SDB protege firm as part of the START program.

E & E's commitment to EPA's goals are expressed in its corporate policy:

> "E & E *fully subscribes to the policy of the United States Government that small* business concerns, including woman-owned businesses and small disadvantaged business concerns shall have the maximum practicable opportunity to participate in performing contracts."

For the START program, E & E proposes to assist the Region in meeting its goals in two ways:

- By including as a dedicated *team subcontractor* an SDB—AGS, Inc.—and by entering into a Mentor-Protege relationship with AGS, Inc.;
- By including as a *team subcontractor* an SDB—Ninyo & Moore—to provide as-needed, nondedicated support to the contract; and
- By employing an SB and SDB subcontracting program that also will encourage SBs and other SDBs to participate in the "pool subcontract" portion of the START.

E & E's selection of the specific firms cited above was based on a number of general and specific considerations:

- While technically qualified, the firms have not participated in EPA Superfund programs.
- The firms are Regional—AGS is headquartered in San Francisco and Ninyo & Moore is located in southern California— and both firms are well-positioned to provide START support.
- The firms have capabilities and experience that will benefit the Region IX START.

Overall Contract Goals. E & E hereby adopts the Region's goals for the total of subcontracted amounts for the START, i.e.:

- 30% for small business,
- 20% for small disadvantaged business, and
- 5% for woman-owned business.

The "total of subcontracted amounts" is the total of team subcontractor (AGS and Ninyo & Moore) amount plus subcontractor budgets specified as part of the other direct cost (ODC) element plus the fraction of analytical services to be subcontracted, i.e.:

Team Subcontractor Amount (est.)	$1,256,000
Pool Subcontract Budget	$1,083,265
Analytical Services	1,895,712
Total of Subcontract Amount	$4,234,977

Team Subcontractor Participation. The protege firm, AGS, Inc., will provide two full-time equivalents (FTEs) for five years as part of the dedicated team. Ninyo & Moore will provide up to 15% of the nondedicated labor covering both base quantity and optional increments.

VI.A SDB MENTOR-PROTEGE PROPOSAL

If E & E is selected as a prime contractor for the Region's START program, it will enter into an EPA-approved Mentor-Protege agreement. E & E is proposing to enter into such an agreement with its team subcontractor, AGS, Inc., a minority-owned small business, which has a SIC-8712 code. E & E is requesting that EPA's Office of Small Disadvantaged Business Utilization (OSDBU) approve E & E as mentor and the above-cited team subcontractor as protege for the Region IX START. The following six paragraphs present the information requested in the October 1994 OSDBU document.

1. *Summary of E & E Historical Activity*. During the past 10 years, E & E has aggressively sought to employ minority and disadvantaged business enterprises as subcontractors on its contracts for federal, state, and municipal agencies as well as commercial clients. Over the 10-year period, E & E has consistently met or exceeded its subcontracting goal for most contracts. For example, the EPA Zone 2 Field Investigation Team (FIT) contract was a major five-year contract (10/87 through 10/92) which involved $5,613,000 in subcontracting pool activity as part of a $118-million program. E & E was able to place 73% of all subcontracted efforts with small business enterprise (SBE) firms, 25% with SDB firms, 5% with WBEs, and 23% of the total in LSAs. In addition, $1,434,000 of prime work was performed by an SDB team subcontractor (i.e., C. C. Johnson & Malhotra, P.C.) in Region V. While the E & E/ C. C. Johnson relationship preceded the mentor/protege formalism, E & E worked closely with the C. C. Johnson firm to bring them into EPA's Superfund. Subsequently, C. C. Johnson & Malhotra, P.C., was awarded EPA ARCS program subcontracts in Regions II, IV, VI, VII, and VIII as part of other prime contractor teams and two Bureau of Land Management prime contracts for Superfund-related work.

In addition, E & E has taken the initiative to promote the mentor/protege concept to its clients. In May 1990, E & E was awarded the Petroleum Storage Tank Contract by the Texas Water Commission (TWC). As part of that procurement, E & E proposed to "informally"[1] mentor a Dallas-based SDB (i.e., Engercon Group, Inc.). TWC embraced the concept. Engercon is a small, minority (African-American)-owned engineering and construction management company with approximately 15 personnel.

E & E counseled and consulted with Engercon's general business management to develop standards for working with TWC, including work plan and proposal development, technical report development, invoicing, and monthly reporting requirements. Because Engercon had no direct experience in TWC work, E & E helped Engercon put its pricing information into the appropriate TWC format. E & E advised Engercon on billing rate construction and TWC requirements, general business management issues such as staffing and organization, and the disciplines and experience levels for new hires as well as timing of hiring to coincide with work flow.

In order to ensure the highest quality work and the standardization of training of personnel, and to enhance the working relationship between the companies, E & E made office space available to Engercon staff in E & E's Dallas office. The Engercon staff started as sampling helpers and worked into project task management roles. Engercon's participation included

[1]Texas does not have a mentor/protege program.

proposal preparation, work plan preparation, fieldwork, technical report preparation, and the associated business reporting and invoicing requirements.

E & E worked with Engercon to help develop their invoicing system to conform to TWC requirements. E & E advised Engercon on appropriate time-keeping procedures, as well as working out procedures for time reporting between companies so that invoices could be sent in timely fashion. E & E recognized that Engercon is a small, undercapitalized company and would have trouble working with the normal turnaround time for invoice payment by the state. E & E made special arrangements with TWC to allow Engercon to invoice twice per month. E & E sent "Engercon-only" invoices to the state, which processed the invoices in an expedited fashion.

2. ***EPA Contract Activity.*** Table VI-1 summarizes E & E's contract and subcontract receipts for EPA work for fiscal year (FY) 1993 and FY 1994. As is evident, E & E is experienced in all aspects of EPA Superfund initiatives—a capability that will be particularly beneficial to the proposed protege firm.

3. ***SDB Subcontracting Track Record.*** Pages VI-7 and VI-9 present E & E's Standard Form (SF) 295 for FY 1993 and FY 1994. As indicated by the subcontractor goal achievement on the FY 1994 report, E & E substantially exceeded the dollar SDB goal for the year. For all EPA prime contracts, the cumulative of E & E goals was $240,005 + $2,005,113 = $2,245,168 in FY 1994. E & E's cumulative awards were $519,021 + $1,551,050 = $2,070,071, which amounts to 92% of the goal. This was substantially higher than the FY 1993 cumulative goal achievement of 63% of the SDB goal.

4. ***Subcontract Awards to Identified Proteges.*** E & E has not previously given a subcontract to the proposed protege firm.

5. ***Ability to Provide Developmental Assistance.*** The proposed protege firm has capabilities and potential that are needed in the Region IX Superfund program. These include:

- An interested and committed "hands-on" management,
- A solid environmental and technician staff,
- Peripheral experience in other government contract types of work activities, and
- Corporate headquarters and staff in San Francisco.

EPA's Superfund program offers a major opportunity in which the protege has not participated. The Superfund program has complex technical work procedures, detailed project tracking requirements, and extensive reporting requirements. Generally, SDBs do not have the requisite financial resources that must be committed to understand the Superfund program, to identify and develop opportunities, and to develop the necessary systems and company infrastructures.

E & E proposes to work closely with the protege in a simultaneous, four-pronged initiative, to assist it in:

Table VI-1

SUMMARY OF GROSS REVENUES FROM EPA FOR FY 1993 AND FY 1994

FY	CONTRACT NAME	CONTRACT NUMBER	RECEIVED AS PRIME $(000)	RECEIVED AS SUB $(000)
1994	Technical Assistance Team (TAT)	68-W0-0037	$30,132	
	ARCS (IX & X)	68-W9-0020	2,518	
	ARCS (III)	69-W8-0085	5,027	
	ARCS (V)	68-W8-0086	1,440	
	Subcontractor to Alliance Technology for Community Relations	68-W9-0003 68-W4-0020		$336 108
	Subcontractor to PRC Environmental Management for RCRA	68-W8-0041		3
	Subcontractor to Jack Fawcett	68-D2-0156		75
TOTAL			$39,117	$522
1993	TAT	68-W0-0037	$25,147	
	ARCS (IX & X)	68-W9-0020	2,478	
	ARCS (III)	68-W8-0085	6,009	
	ARCS (V)	68-W8-0086	2,588	
	Subcontractor to Alliance Technology for Community Relations	68-W9-0003		$398
	Subcontractor to PRC for Hyde Park RCRA	68-W8-0041		68
TOTAL			$36,222	$466

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- Shaping its technical standard operating procedures (SOPs) with respect to task planning and execution so that the protege can perform START dedicated tasks and nondedicated work assignments as appropriate;
- Developing its systems for cost tracking, reporting, and invoicing to EPA Superfund standards;
- Training its employees in site assessment and response tasks and, thus, expand its capacity to do Superfund work; and
- Obtaining other contracts.

E & E's history demonstrates its interest and ability to provide SDB monitoring as part of the START. In particular:

- E & E grew from a privately held, four-person firm to a publicly owned firm having over 1,000 employees. As such, the management has confronted the same kind of real-world problems that the proteges will face and can provide the SDBs with practical advice and assistance.
- E & E is experienced in all aspects of EPA Superfund work. Hence, the management and staff understand the program and its work opportunities; know how to appraise a subcontractor's capability with regard to EPA work assignment requirements; and know how to apply the SDB resources to the mutual benefit of EPA and the protege. Importantly, this EPA Superfund experience is resident in E & E's Region IX offices, where it will be readily accessible to the resident protege staff members.
- E & E is an active contractor in the Region. Besides EPA, E & E's clients include other federal agencies and several private companies. As the protege develops, it will be likely to obtain other E & E subcontracts and exposure to other market segments.

6. ***Letter of Intent.*** The letter of intent for participation in the EPA mentor-protege program is provided on the following pages; a proposed schedule and list of goals against which progress can be measured is attached to the letter.

SUMMARY SUBCONTRACT REPORT
(See instructions on reverse)

FORM APPROVED OMB NUMBER 9000-0007

Public reporting burden for this collection of information is estimated to average 16.21 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the FAR Secretariat (VRS), Office of Federal Acquisition and Regulatory Policy, GSA, Washington, D.C. 20405; and to the Office of Management and Budget, Paperwork Reduction Project (9000-0007), Washington, D.C. 20503.

IMPORTANT: DOD contractors—complete all items. Civilian contractors—do not complete shaded items unless required by the agency.

1. REPORTING PERIOD (check one):
- A. DOD FEDERAL FY 19__ QUARTER ENDING: [ ] DEC 31 [ ] JUN 30 [ ] MAR 31 [ ] SEP 30
- B. CIVILIAN FEDERAL FY 19 93: [X] ANNUAL (OCT 1 – SEP 30) (except commercial product)
- C. DOD & CIVILIAN FEDERAL FY 19__: [ ] ANNUAL (OCT 1 – SEP 30) (commercial product)

2. TYPE OF REPORT: [X] REGULAR [ ] FINAL [ ] REVISED

3. CONTRACTING AGENCY: U.S. Environmental Protection Agency

4. ADMINISTERING AGENCY (If different from Item 3): US EPA

5. DATE OF LAST GOV. REVIEW: 26 JAN 93

6. REVIEWING AGENCY: DCMAO - Baltimore

7. CONTRACTOR ESTABLISHMENT CODE (If available): 05-864-8312

8. REPORT SUBMITTED AS: [X] PRIME CONTRACTOR [ ] SUBCONTRACTOR [ ] BOTH

9. CORPORATION, COMPANY OR SUBDIVISION COVERED (Name, address, ZIP Code)
Ecology & Environment, Inc.
1700 N. Moore St., STE 1610
Arlington, VA 22209

10. MAJOR PRODUCTS OR SERVICE LINES
Environmental Engineering/Consultant Services
US EPA Superfund Contracts-See attached listing

CUMULATIVE FISCAL YEAR SUBCONTRACT AWARDS
(Report in whole dollars)

SUBCONTRACT AWARDS	CURRENT FY (Through Reporting Qtr) DOLLARS	CURRENT FY (Through Reporting Qtr) PERCENT	SAME PERIOD LAST YEAR* DOLLARS	SAME PERIOD LAST YEAR* PERCENT
11A. SMALL BUSINESS CONCERNS (Include DISADV.) ($ amt. and % of 11C)	1,626,527	30	3,387,258	69
11B. LARGE BUSINESS CONCERNS ($ amt. and % of 11C)	3,852,732	70	1,538,117	31
11C. TOTAL (Sum of 11A. and 11B)	5,479,159	100	4,925,375	100
12. SMALL DISADVANTAGED BUSINESS CONCERNS ($ amt. and % of 11C)	205,868	4	302,937	6
13. WOMEN-OWNED SMALL BUSINESS CONCERNS	92,619	2	50,503	1
14. LABOR SURPLUS AREA CONCERNS ($ amt. and % of 11C)	177,854	3	344,987	7
15. HIST. BLACK COLLEGES & UNIV/MINORITY INST.	0		0	

16. REMARKS (Enter a short narrative explanation if: (a) zero is entered in Blocks 11A or 12 for the current fiscal year, (b) the percent entry in Block 11A for current fiscal year is more than 5 percentage points below the percent reported for the same period last year, or (c) the percent entry in Block 12 for the current fiscal year is lower than the percent reported for the same period last year.)

*Less FIT Contract Activity

11A. With the removal of FIT Contract data, composite SBE goals and achievements dropped sharply. Cumulative data for all active contracts shows SBE activity exceeding composite goal by 117 percent.

12. In similar fashion, the removal of FIT Contract data/goal achievement has altered FY comparisons. Aggressive effort to increase SDB participation continues. Availability of SDB firms for analytical services is very low and often non-competitive.

SUBCONTRACT GOAL ACHIEVEMENT
(Report in whole dollars)

CONTRACTS			NO. OF CONTRACTS WITH GOALS	TOTAL $ VALUE OF SUBCONTRACTS AWARDED	$ VALUE OF SUBCONTRACT GOALS	ACTUAL GOAL ACHIEVEMENT DOLLARS	ACTUAL GOAL ACHIEVEMENT PERCENT
17. CONTRACTS WITH SMALL BUSINESS SUBCONTRACT GOALS	A. ACTIVE CONTRACTS		4	14,674,095	6,154,333		
	B. CONTRACTS XXXXXXXXX	(1) WHICH MET GOALS	3	8,760,518	4,380,260	5,451,876	124
	XXXXXXXXX	(2) NOT MEETING GOALS	1	5,913,577	1,774,073	1,736,359	98
18. CONTRACTS WITH SMALL DISADV. BUSINESS SUB-CONTRACT GOALS	A. ACTIVE CONTRACTS		4	14,674,095	1,763,089		
	B. CONTRACTS XXXXXXXXX	(1) WHICH MET GOALS	1	1,059,804	105,980	169,103	160
	XXXXXXXXX	(2) NOT MEETING GOALS	3	13,614,291	1,657,109	947,067	57

19. NAME AND TITLE OF LIAISON OFFICER	SIGNATURE	DATE	TELEPHONE NO.
Lewis A. Welzel AZPM - Contracts Administration		12 Nov 93	(703) 522-6065

20. NAME AND TITLE OF THE APPROVING OFFICER	SIGNATURE	DATE
Henry D. Van Cleave Vice President		12 Nov 93

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SUMMARY SUBCONTRACT REPORT
(See instructions on reverse)

FORM APPROVED OMB NUMBER 9000-0007

Public reporting burden for this collection of information is estimated to average 16.21 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the FAR Secretariat (VRS), Office of Federal Acquisition and Regulatory Policy, GSA, Washington, D.C. 20405; and to the Office of Management and Budget, Paperwork Reduction Project (9000-0007), Washington, D.C. 20503.

IMPORTANT: DOD contractors—complete "all" items. Civilian contractors—do not complete shaded items unless required by the agency.

1. REPORTING PERIOD (check one):
- A. DOD FEDERAL FY 19___ QUARTER ENDING: [ ] DEC 31 [ ] JUN 30 [ ] MAR 31 [ ] SEP 30
- B. CIVILIAN FEDERAL FY 19 94: [X] ANNUAL (OCT 1 – SEP 30) (except commercial product)
- C. DOD & CIVILIAN FEDERAL FY 19___: [ ] ANNUAL (OCT 1 – SEP 30) (commercial product)

2. TYPE OF REPORT: [X] REGULAR [ ] FINAL [ ] REVISED

3. CONTRACTING AGENCY: U.S. Environmental Protection Agency

4. ADMINISTERING AGENCY (if different from Item 3):

5. DATE OF LAST GOV. REVIEW: 26 Jan 93

6. REVIEWING AGENCY: DCMAO - Baltimore

7. CONTRACTOR ESTABLISHMENT CODE (if available): 05-864-8312

8. REPORT SUBMITTED AS: [X] PRIME CONTRACTOR [ ] SUBCONTRACTOR [ ] BOTH

9. CORPORATION, COMPANY OR SUBDIVISION COVERED (Name, address, ZIP Code)
Ecology & Environment, Inc.
1700 N. Moore St., STE 1610
Arlington, VA 22209

10. MAJOR PRODUCTS OR SERVICE LINES
Environmental Engineering/Consultant Services
U.S. EPA Superfund Contracts- see attached listing

CUMULATIVE FISCAL YEAR SUBCONTRACT AWARDS
(Report in whole dollars)

SUBCONTRACT AWARDS	CURRENT FY (Through Reporting Qtr.) DOLLARS	CURRENT FY PERCENT	SAME PERIOD LAST YEAR DOLLARS	SAME PERIOD LAST YEAR PERCENT
11A. SMALL BUSINESS CONCERNS (Include Disadv.) ($ amt. and % of 11C)	1,674,858	47	1,626,527	30
11B. LARGE BUSINESS CONCERNS ($ amt. and % of 11C)	1,907,748	53	3,852,732	70
11C. TOTAL (Sum of 11A. and 11B.)	3,582,606	100	5,479,159	100
12. SMALL DISADVANTAGED BUSINESS CONCERNS ($ amt. and % of 11C)	948,703	26	205,868	4
13. WOMEN-OWNED SMALL BUSINESS CONCERNS	702,671	20	92,619	2
14. LABOR SURPLUS AREA CONCERNS ($ amt. and % of 11C)	256,096	7	177,854	3
15. HIST. BLACK COLLEGES & UNIV/MINORITY INST.	0		0	

16. REMARKS (Enter a short narrative explanation if: (a) zero is entered in Blocks 11A or 12 for the current fiscal year, (b) the percent entry in Block 11 for current fiscal year is more than 5 percentage points below the percent reported for the same period last year, or (c) the percent entry in Block 1 for the current fiscal year is lower than the percent reported for the same period last year.)

Progress in goal achievement has improved substantially in all areas this fiscal year. Aggressive effort continues to increase SDB participatiuon in subcontracting; however, the availability of SDB firms for analytical services is very low and unit prices quoted are often not competitive with larger laboratories. Analytical services are a large segment of the subcontract requirements (60%) for the TAT program.

SUBCONTRACT GOAL ACHIEVEMENT
(Report in whole dollars)

CONTRACTS			NO. OF CONTRACTS WITH GOALS	TOTAL $ VALUE OF SUBCONTRACTS AWARDED	$ VALUE OF SUBCONTRACT GOALS	ACTUAL GOAL ACHIEVEMENT DOLLARS	ACTUAL GOAL ACHIEVEMENT PERCENT
17. CONTRACTS WITH SMALL BUSINESS SUBCONTRACT GOALS	A. ACTIVE CONTRACTS		4	18,271,276	7,463,380		
	B. CONTRACTS	(1) WHICH MET GOALS	4	18,271,276	7,463,380	8,865,598	119
		(2) NOT MEETING GOALS	0	-	-	-	-
18. CONTRACTS WITH SMALL DISADV. BUSINESS SUB-CONTRACT GOALS	A. ACTIVE CONTRACTS		4	18,271,276	2,245,168		
	B. CONTRACTS	(1) WHICH MET GOALS	2	2,400,545	240,055	519,021	216
		(2) NOT MEETING GOALS	2	15,870,731	2,005,113	1,551,050	77

19. NAME AND TITLE OF LIAISON OFFICER	SIGNATURE	DATE	TELEPHONE NO.
Lewis A. Welzel Contracts Administrator		31 Oct 94	(703)522-6065

20. NAME AND TITLE OF THE APPROVING OFFICER	SIGNATURE	DATE
Henry D. Van Cleave Vice President		31 Oct 94

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ecology and environment, inc.
International Specialists in the Environment
BUFFALO CORPORATE CENTER
368 Pleasant View Drive, Lancaster, New York 14086
Tel: 716/684-8060, Fax: 716/684-0844

March 21, 1995

Senior Program Manager for Direct Procurement
Office of Small and Disadvantaged Business Utilization
US Environmental Protection Agency
401 M Street, SW (A-149C)
Washington, DC 20460

Dear Sir or Madam:

Re: Letter of Intent to Enter Into a Mentor-Protege Contractual Agreement for EPA START

Ecology and Environment, Inc., (E & E), a potential prime contractor for the Superfund Technical Assistance and Response Team (START) contract in EPA Region IX, intends to enter into a mentor-protege relationship with AGS, Inc., of San Francisco, California. AGS is a self-certified small disadvantaged business (SDB). If EPA approves of this arrangement, E & E and AGS intend to enter into a contractual agreement under which AGS will perform as a subcontractor should E & E be selected as the prime contractor for the Region IX START.

A prime/subcontractor relationship has not existed between E & E and AGS on previous EPA contracts. Furthermore, AGS is not a contractor for EPA.

The address for Ecology and Environment, Inc., is:

160 Spear Street, No. 1400
San Francisco, California 94105

The address for AGS Inc., is:

120 Howard Street
San Francisco, California 94105

AGS is classified as a SIC 8712, SDB. AGS hereby states that it meets the eligibility requirements for the mentor-protege program.

Over the past 10 years, AGS has built a business that provides civil, structural, and geotechnical engineering; hazardous materials investigation and management; and construction management support primarily to local and state government agencies. Although AGS is extremely competent technically, it has never worked in the EPA Superfund program and has only limited experience with other federal agencies.

E & E will provide two (2) slots on the dedicated START staff to AGS. AGS will change these two dedicated personnel after the first year in order to spread the experience further across its staff. AGS staff members will work under E & E supervision in order to learn the technical standard operating procedures (SOPs). In short order, AGS should

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be capable to handle entire assignments with the normal level of prime contractor oversight.

Because of the strong public and congressional spotlight, it is difficult for small firms to spend the time and money to learn the requirements of working in the Superfund fishbowl. E & E will accelerate this process for AGS.

Sincerely,

ECOLOGY AND ENVIRONMENT, INC.

by: Frank B. Silvestro

Name: Frank B. Silvestro
Title: Executive Vice President

AGS, INC.

by:

Name: Robert T. Wong
Title: President

FBS/kw

Attachment

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Attachment

SCHEDULE OF ACTIVITY AND GOALS

TIME PERIODS ENDING	ACTIONS	GOALS
1st Week of Contract	• Protege provides two P-1 level professionals in E & E's office as part of dedicated team.	• Participate in work assignments; learn program organization methods, work planning, and technical SOPs.
1st Month	• Establish schedule (and commence) for protege administrative support personnel to be trained (eight-hour sessions) in E & E office (at protege's option).	• To develop understanding and application of Superfund program accounting numbers (PANs).
2nd Year	• Replace two dedicated professionals with two others.	• Broaden protege staff experience base.
3rd Year	• Replace two dedicated professionals with two others. • Include protege as subcontractor in other E & E bids in the Region. • Assist protege in preparing independent proposals as prime and subcontractor	• Broaden protege experience base. • Help protege to identify and realize other contract opportunities.
4th Year	• Same as 3rd year.	• Same as 3rd year.
5th Year	• Terminate mentor/protege program.	• Protege has core competencies and experience to pursue Superfund opportunities.

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SBE/SDB/WBE SUBCONTRACTING POOL PROGRAMS

The START program basic quantities provides for a potential laboratory and subcontracting pool budget of $3 million over five years. The need for support services to be purchased by use of this subcontracting pool budget will offer significant opportunity for small businesses.

This section provides E & E's subcontracting pool program plan. The plan describes procedures for aggressively seeking participation of SBEs, SDBs, small WBEs, HBCU/MIs, and LSA concerns.

E & E's Subcontracting Plan has been developed to comprehensively incorporate the requirements of Public Law (PL) 95-507, PL99-661, PL100-180, and PL101-507, as well as Federal Acquisition Regulation (FAR) Part 19, as supplemented by EPA guidance.

Policies. It is the policy of E & E to provide maximum practicable opportunity for small businesses, those owned and controlled by socially and economically disadvantaged individuals, and small firms owned and controlled by women, to participate in procurement awards for goods and services. The President of E & E has made a personal commitment to improving the participation of SBEs, SDBs, and WBEs in all phases of subcontracted efforts across a broad spectrum of functions. E & E program managers are challenged to aggressively seek out eligible businesses in order to carry out this corporate policy.

Definitions. As used in this plan, the term "small business enterprise" shall mean a small business concern as defined pursuant to Section 3 of the Small Business Act (15 USC 631) and relevant regulations promulgated pursuant thereto. Criteria and size standards are defined in 13 CFR 121, and FAR Subpart 19.1, by Standard Industrial Codes (SIC). The term "small disadvantaged business" shall mean a small business concern:

- That is at least 51% unconditionally owned by one or more individuals who are both socially and economically disadvantaged individuals; or, in the case of any publicly owned business, at least 51% of the stock is owned by one or more socially and economically disadvantaged individuals; and

- Whose management and daily business operations are controlled by one or more of such individuals.

Under the terms of the FAR, E & E presumes that socially and economically disadvantaged individuals include Black Americans, Hispanic Americans, Native Americans, Asian-Pacific Americans, Subcontinent Asian Americans, Indian Tribes, and Native Hawaiian Organizations; and any other groups or individuals found to be disadvantaged by the Small Business Administration pursuant to Section 8(a) of the Small Business Act.

The term "women-owned business" shall mean a small business concern:

- That is at least 51% owned by a woman or women who are US citizens; and,

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- Whose management and daily business operations are controlled and operated by one or more of such individuals.

Percentage Goals. Typically on E & E's environmental services prime contracts, 10% to 20% of the total dollar value has been passed through to "pool" subcontractors (as distinct from team subcontractors) for performance of special functions or field operations.

E & E's proposed goals for the subcontracting of services for the subcontract portion of the START program shall be 30% or more to SBEs, 20% or more to SDBs and HBCU/MIs, and 5% to WBEs. Only direct cost procurements will be included in the goal achievement computations, even though determined efforts routinely are made by E & E to place "indirect" purchases and orders with SBE/SDB/WBE firms.

The above goals have been developed considering E & E's commitment to use SBEs, SDBs, and WBEs in the most cost-effective and efficient manner consistent with the objectives of the START contract. The goals also are based on E & E's extensive experience with similar contract programs, knowledge of the availability of qualified SBE/SDB/WBE firms offering services applicable to this program, and the subcontracting support opportunities anticipated during contract performance. The use of HBCU/MI resources will be a new initiative for E & E and will be dependent on the size and nature of the task orders assigned.

Goal Realism. E & E has been highly successful in meeting SBE goals on federal government contracts over the past 10 years, particularly on several large EPA programs. Previously established SBE goals have ranged from 30% to 60% and SDB goals from 5% to 15%. Goal achievements on most contracts have consistently met or exceeded these goals on a cumulative basis. E & E's track record is reflected in the SF-295 disclosure provided previously in this document.

No subcontract awards have been made to HBCU/MIs at this time, but E & E will continue efforts and discussions with university representatives to identify potential opportunities.

E & E maintains source lists in each of its offices located throughout the country. The lists contain the names of qualified SBE/SDB/WBE firms that have successfully performed for E & E on contracts similar to START. E & E also makes frequent use of the Procurement Automated Source System (PASS) of the Small Business Administration to locate potential SBE/SDB/WBE firms. Working through E & E's National Capital Area office in Arlington, Virginia, routine liaison is maintained with the Small Business Administration; minority business organizations such as the National Association of Minority Business (NAMB) and the National Association of Minority Contractors (NAMC); small and disadvantaged business utilization offices (SADBUs) offices of each of the Department of Defense (DoD) services and other departments; and the Defense Contract Management District (DCMD) Procurement Technology Assistance Program (PTAP) Centers at 96 locations throughout the United States. In the past year, E & E has actively participated in and supported several Small Business Administration, DoD, and EPA MBE trade fairs in order to maximize interaction with eligible SBE/SDB/WBE firms in the environmental/hazardous waste arena. Most recently, E & E has participated in several MBE trade fairs.

Principal Services/Products for Subcontracting. The services typically subcontracted by E & E on major programs include the following:

- Drilling and installation of monitoring wells;
- Geotechnical/soil boring and testing services;
- Topographic surveying;
- Geophysical/explosive ordnance disposal (EOD) surveys;
- Analytical laboratory services;
- Remedial action/removal services;
- Hazardous investigation-derived waste disposal;
- Limited construction services;
- Revegetation/restoration services;
- Rental of field offices, command posts, equipment, staff, and services;
- Photogrammetry/aerial photography/audiovisual productions; and
- Provision of expert witnesses and special consultants.

As part of START program planning operations, E & E will examine all aspects of a work assignment to determine those functional areas where pool subcontracting will be required. A survey then will be made of SBE/SDB source lists, directories, and computer databases to identify candidate firms, with priority given to firms with "8(a) certification" or SDB qualifications, WBE status, and SBE size standards. E & E then will solicit bids from these qualified firms.

E & E also will pursue appropriate roles for the use of HBCU/MI resources. This potential will be highly dependent on the nature of the work assignments.

Subcontracts Administration. Responsibility for administering all subcontracts for this program will rest with the Contracts/Financial Manager, with support from E & E corporate subcontracts, to:

- Maintain subcontractor files;
- Identify and interview available, qualified business concerns;
- Select subcontractors;

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- Negotiate subcontracts;
- Prepare and execute subcontracts;
- Monitor subcontract administration; and
- Submit subcontracting status reports (SF-294s, SF-295s, and monthly progress reports).

Efforts to Ensure SBE, SDB, WBE, and HBCU/MI Participation. Open competition for subcontracting opportunities on this program shall be maintained to the maximum extent possible. Services shall be subcontracted using source lists. At least three firms, with emphasis on efforts to include SBE/SDB/WBEs, shall be asked to propose for each subcontract to be let. Combined technical and cost criteria shall be used to select subcontractors, with weighing between the two primary criteria (i.e., cost and qualifications) adjusted depending on the nature of the service to be performed.

E & E has investigated the use of limited competition (i.e., "SDB/8[a] set asides" and sole source procurements) in subcontracting under federal programs. As a result of discussions with Small Business Administration (SBA) officials, it was determined that direct SBA alternative subcontracting methods to obtain SBE/SDB/WBE participation are not generally available to E & E as a prime contractor. However, in the recent fiscal year, E & E successfully executed a major SBE set-aside procurement with an SDB/WBE under a current EPA program. E & E will continue to seek authorization, consistent with the FAR, for using set asides where appropriate and practical.

Other activities in support of broadening the vendor base, recruitment, and utilization of SBE/SDB/WBEs and HBCU/MIs will include the following measures:

- Early identification by work assignment managers of portions of work assignments that may be segmented for subcontracting. Both E & E purchasing and technical personnel are periodically made aware of the firm's commitment and are encouraged to provide opportunities for SBE/SDB/WBE firms and HBCU/MIs on requirements that fall within their capabilities. All "make or buy" decisions shall take into account considerations for potential contracting with SBE/SDB/WBE concerns.

- Telephonic canvas of potential bidders for determination of interest in the project. SBE/SDB/WBE and HBCU/MI concerns to be solicited for specific work assignments shall be derived by reviewing qualified office source lists currently maintained by E & E; accessing the Small Business Administration PASS; and referencing National Minority Council-Regional Directories, TRY US, the Minority Business Directory, PTAP listings, etc.

- Request for quotation (RFQ) solicitations via telefax or written bid specifications for major projects will be provided to all potential suppliers expressing an interest in the project requirements. SBE/SDB/WBEs will be evaluated on a competitive basis for technical qualifications and cost reasonableness.

Outreach Programs and Expansion of Vendor Base

- Prompt and cordial reception of all potential offerors and suppliers who desire to explain their capabilities, products, and services. SBE/SDB/WBE firms shall be counseled about the routine of doing business with E & E. Facility visits and surveys may be conducted to qualify these types of firms. Meetings and interviews with HBCU/MIs will be conducted to identify unique capabilities for application to assigned task orders.

- Attend and support small and minority business procurement conferences and trade fairs. E & E has participated in four trade fairs in calendar year 1993 and three in 1994 sponsored by the Small Business Administration, DoD, and EPA, and has reviewed the qualifications of more than 50 SBE/SDB firms.

- Periodically update E & E's qualified source lists as a result of letter inquiries to and from potential SBE/SDB/WBEs. E & E recently has been granted direct access, via computer service, to the Small Business Administration's PASS database. This will facilitate all E & E offices in each Region in obtaining updated listings of potential SBE/SDB/WBE subcontractors.

- Report progress made toward meeting overall program goals within monthly technical summary reports. This will enable the program managers to continually evaluate the effectiveness of this subcontracting program plan, and to increase emphasis or make refinements as necessary.

- Submit periodic statistical reports to the Contracting Officer (CO) and SDB Coordinator in order to demonstrate the extent of E & E's compliance with the subcontracting plan.

- Cooperation in studies or surveys sponsored by Government agencies and departments, such as the Small Business Administration, and minority trade organizations to improve SBE/SDB/WBE participation in Government contracting.

Flow-Down Clause. E & E shall ensure that the substance of FAR 52.219-8, *Utilization of Small Business Concerns and Small Disadvantaged Business Concerns*, will be included in any subcontract that offers further subcontracting possibilities and that is expected to exceed $500,000 for products and services or $1,000,000 or more for construction.

Reports, Studies, and Reviews. E & E shall inform the CO of progress regarding compliance with subcontracting plan goals through the submission of subcontract awards as part of the technical progress reporting. These reports shall document all subcontract activity and will identify, by category (SBE/SDB/WBE), monthly and cumulative subcontract expenditures. Supporting data also will be included in the listing.

In addition, E & E is thoroughly familiar with the Subcontracting Report for Individual Contracts (SF-294) and the Summary Subcontract Report (SF-295). E & E has used these reports since their inception to provide documentation of the progress toward SBE, SDB, and WBE subcontracting goals on all of the firm's major contracts with EPA and DoD. Reports specific to the program shall be filed as required.

Recordkeeping Procedures. E & E shall maintain the following types of records in order to demonstrate compliance with this plan:

- Computerized database and vendor bulletin boards.

- Source lists, guides, and other data that identify SBE/SDB/WBEs. The source lists shall be updated periodically by requesting current copies of SF-254s, promotional brochures, etc.

- Records of organizations contacted in an attempt to locate sources that are SBE/SDB/WBEs.

- Records on each subcontract solicitation resulting in an award of more than $100,000, indicating:
  - Whether SBE/SDB/WBEs were solicited and, if not, why not; and
  - If applicable, the reason the award was not made to an SBE/SDB/WBE.

- Records of any outreach efforts to contact:
  - HBCU/MIs,
  - Trade associations,
  - Business development organizations, and
  - Conference and trade fairs to locate potential SBE/SDB/WBE sources.

- Records of internal guidance and encouragement provided through workshops, seminars, training, etc., and monitoring of performance to evaluate compliance with program requirements.

- Records to support subcontractor selection for award and cost analysis performed for each procurement, including the name, address, and business size of each subcontractor offering a responsive bid.

Labor Surplus Area Concerns. "Labor Surplus Areas" are defined as those geographical areas or civil jurisdictions identified by the United States Department of Labor (DOL), in accordance with 20 CFR 654 Subpart A, as areas of concentrated unemployment, or underemployment, or labor surplus. (These areas currently are listed in a DOL monthly publication entitled *Area Trends in Employment and Unemployment*.)

LSA concerns are those firms that will perform substantially in labor surplus areas, or draw the bulk of the direct labor utilized on the project from a designated labor surplus area. In conjunction with the requirements for maximizing subcontracting opportunities for SBEs and SDBs, E & E will observe the following order of preference: (1) SBEs that also are LSA concerns, (2) other SBEs, and (3) other LSA concerns.

Responsibility for administering all subcontracts will be under the direct control of designated E & E contracts/financial manager. It will be the manager's responsibility to:

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

DEC 14 1995

OFFICE OF
ADMINISTRATION
AND RESOURCES
MANAGEMENT

EPA Region IX
Attn: Barbara Bycsek
75 Hawthorne Street
San Francisco, CA 94105

Dear Ms. Bycsek,

We anticipate awarding the Region IX Superfund Technical Assessment and Response Team contract (No: 68-W6-0010) in the very near future. We have already sent draft copies of the contract to Cathy Meltzer of your office and will schedule to brief her on the details of the contract prior to the post-award conference.

In reading the contract, please pay particular attention to the Section G clause, "INDIRECT COSTS (EPAAR 1552.242-70)", which contains overhead ceilings for combined overhead and SG&A costs. To further your understanding of this clause, you may find the illustration presented in the contractor's Best and Final Offer (BAFO) helpful. Having said this, it is important to note that the BAFO has not been included in the contract by reference. The contract is the sole expression of the agreement between the parties, and in case of a conflict between the two documents, the contract prevails.

If you examine the BAFO, you will note that Ecology & Environment proposed a portion of the analytical services other direct costs as E&E Analytical Services Division costs. We found this approach acceptable for pricing purposes based on E&E's statement in its BAFO, page (9), which states, "As agreed to in cost discussions, E&E will obtain quotations from outside laboratories for analytical services. Upon reviewing the quotations, E&E will make a "make or buy" determination based on a price comparison. If it is determined to be in the Government's best interest (i.e., lower price), the analytical services will be performed by E&E's Analytical Services Center."
We look forward to speaking with your office again soon.

Sincerely,

JOSEPH WADDELL
Contracting Officer
Site Evaluation & Enforcement Section

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OPTIONAL FORM 99 (7-90)

FAX TRANSMITTAL

of pages ▶ 2

To Kathy Meltzer	From J Waddell
Dept./Agency Region 9 Contracts	Phone # 202-260-4645
Fax # 415-744-1680	Fax #

NSN 7540-01-317-7368 5099-101 GENERAL SERVICES ADMINISTRATION

RFP NO.: W302002G3 AMENDMENT NO.: 1

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

	1. CONTRACT ID CODE
2. **AMENDMENT**/MODIFICATION NO. **ONE (1)**	3. EFFECTIVE DATE **APRIL 3, 1995**
4. REQUISITION/PURCHASE REQ. NO. N/A	5. PROJECT NO. (If applicable)
6. ISSUED BY: Environmental Protection Agency Regional Contracts Placement Branch 401 "M" Street, SW. (3805F) Washington, DC 20460	7. ADMINISTERED BY: (If other than Item 6)
CODE:	CODE:
8. NAME AND ADDRESS OF CONTRACTOR X	9A. AMENDMENT OF SOLICITATION NO. **W302002G3**
	9B. DATED (See Item 11) **02/27/95**
	10A. MOD. OF CONTRACT/ORDER NO.
	10B. DATED (See Item 13)

CODE: FACILITY CODE:

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS:

[**XX**] The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers [**X**] is extended, [ ] is not extended. Offerors must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods: (a) By completing Items 8 and 15, and returning **1** copy of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram of letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

ACCOUNTING AND APPROPRIATION DATA (If required)

N/A

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

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

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

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

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

[ ] D. OTHER (Specify type of modification and authority)
BY MUTUAL AGREEMENT OF THE PARTIES

IMPORTANT:

E. Contractor [ ] is not, [ ] is required to sign this document and return copies to the issuing office.

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

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

15A. NAME AND TITLE OF SIGNER (Type or Print)	16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or Print) **BRIAN NEIHEISEL** **CONTRACTING OFFICER**
15B. CONTRACTOR/OFFEROR (Signature of person authorized to sign)	16B. UNITED STATES OF AMERICA (Signature of Contracting Officer)
15C. DATE SIGNED	16C. DATE SIGNED

APPROVED BY OIRM 3/84, FAR (48 CFR 53.214(c)) EXCEPTION TO STANDARD FORM 30

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

DESCRIPTION OF AMENDMENT

1. SF33, Page #1, Item #9:

   Extend the due date for receipt of offers by the Environmental Protection Agency from ***4:00 P.M. local time on April 12, 1995*** to ***4:00 P.M. local time on April 21, 1995.***

2. Document entitled "START REGION V RFP -- Technical/Cost Questions and EPA Responses" is included in this amendment on Pages 4-8.

3. ATTACHMENT C TO THE SOLICITATION, entitled "TECHNICAL PROPOSAL INSTRUCTIONS," EXHIBIT 1 : Delete in its entirety and replace with EXHIBIT 1 on Pages 9-12 of this amendment.

4. ATTACHMENT E TO THE SOLICITATION, entitled "Cost or Pricing Proposal Instructions," SECTION V.D, Paragraphs 2-4, Page 9: Delete references to one EPA Regional office and replace with references to two EPA Regional offices.

   ATTACHMENT E replacement page 9 is provided on Amendment page 13 with revisions reflected in bold type.

5. ATTACHMENT E TO THE SOLICITATION, entitled "Cost or Pricing Proposal Instructions,": Delete Tables E-2 and E-3 in their entirety and all references to them.

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

START REGION IX -- *EPA Responses to Technical/Cost Questions*

1. ATTACHMENT A, SECTION III.A.2., defines the Management Plan as including an Equipment Management Plan, corporate H&S Plan, CBI Plan, and DIMP and requires updating of the "approved" Management Plan. Unlike other components of the Management Plan, these are not specifically identified as to be submitted with the proposal per the Technical Proposal Instructions and Technical Evaluation Criteria. In Technical Proposal Instructions, Exhibit 1, they are to be revised to be made applicable to START as part of the Mobilization TDD SOW. Therefore, is it correct that:

   a) We do not submit an Equipment Plan, corporate H&S Plan, CBI Plan, DIMP in the proposal?

   b) The contents of these plans should not be summarized in the proposal?

   c) Proposals will not be evaluated (scored) in these areas?

   EPA RESPONSE
   This amendment deletes the version of EXHIBIT 1 that was included in the Region 9 START solicitation and replaces it with a revised edition. The requirement for these items is not included in the revised edition. Therefore, the answer to questions a, b, and c is "yes."

2. Does EPA envision that any TDDs for Site Assessment or Technical Support activities will require submittal of a Work Plan?

   EPA RESPONSE
   An Annual Work Plan (AWP) will be submitted in response to a AWP TDD each year. It will include all plannable activities in the statement of work. However, the Agency may also request project work plans, other than the AWP, on an as needed basis, pursuant to clause B.2.(h).

3. Is there a guidance document available in the EPA regional library which details Region 9 Integrated Assessment guidance of EPA headquarters Integrated Assessment guidance?

   EPA RESPONSE
   OSWER Directive 9345.1-16FS, Integrated Removal and Remedial Site Assessment Investigations is in the Region 9 library. It describes Integrated Assessments.

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

START REGION IX -- *EPA Responses to Technical/Cost Questions*

4. ATTACHMENT C, PAGE 1, PARAGRAPH 2, states that "Type size shall not be less than 12 cpi or 12 point and shall not be printed unreduced in size." Can the type size restrictions applicable to graphics, exhibits, and tables be changed to 10 cpi or point?

   EPA RESPONSE
   Tables, graphics, exhibits, or other pre-existing documents may utilize type size smaller than the 12 cpi or 12 point specified in the solicitation. All other sections, however, should use the specified print.

5. ATTACHMENT C, SECTION IV, does not specify resumes are required for technical staff (non-key). Does EPA want proposers to submit resumes for technical staff (non-key dedicated and non-dedicated staff), or just the required tables and charts? If a proposer provides resumes for these non-key individuals, will there be an opportunity to receive more points in the evaluation (75 pts. possible) compared to a proposer who completes only the tables and charges for these individuals?

   EPA RESPONSE
   The solicitation requires resumes for key personnel. Extra points will not be given for resumes not required by the solicitation. (Sections IV.A. and IV.B)

6. ATTACHMENT C, SECTION V.C., SCENARIO 3, states that the START team has been called upon to conduct a PA/SI. Has the Expanded Removal Assessment been conducted prior to this scenario?

   EPA RESPONSE
   This scenario references PA/SI only. Whether expanded removal assessment has or hasn't been conducted does not impact on preparing a technical approach to this scenario.

7. ATTACHMENT E, SECTION I.I. - Are SF1411s required of all large firm Team Subcontractors and, if so, at what level of detail are they required, i.e., 2) at the program level; 2) yearly level; or 3) further detail level, e.g., dedicated or non-dedicated; or 4) other? Please provide guidance. Are SF1411s required of SDBs who are Team Subcontractors?

   EPA RESPONSE
   All team subcontractors whose costs are 25 percent of the estimated contract value or $10,000, whichever is less, must provide details of their costs in the same format, including SF1411s at the same level of detail, as the prime contractor. (See ATTACHMENT E, Section V.J.1.)

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

START REGION IX -- *EPA Responses to Technical/Cost Questions*

8. ATTACHMENT E, SECTION V.D.4., requires the proposer to identify weekly travel and per diem costs associated with employees performing work in the San Francisco area who are located in an office greater that 50 miles from the regional office. Does this apply to key program personnel and dedicated staff only? If this also applies to non-dedicated staff, please provide guidance on estimating weekly travel and per diem costs, since these non-dedicated staff are on-call on a 100% available basis.

   Can a proposer offer dedicated staff located in satellite offices (e.g., Southern California) without having to estimate weekly travel and per diem to the San Francisco area project office? Can a proposer offer non-dedicated staff located in satellite offices (e.g., Southern California, Arizona, Hawaii) without having to estimate weekly travel and per diem to the San Francisco area? Bidders with multiple office locations may be able to use local staff for site work in locations outside the 50-mile radius of the regional office in order to realize cost savings, or to respond to time critical TDDs in remote locations.

   EPA RESPONSE
   The offeror must identify weekly travel and per diem costs associated with all personnel (including dedicated and non-dedicated) who will be performing work in the San Francisco and Los Angeles areas, as added by Amendment 1 to the solicitation, but are located in an office greater that 50 miles from these offices. No additional guidance will be provided. The offeror should identify all costs in accordance with their accepted accounting practices.

9. ATTACHMENT E, TABLE E-3 - For purposes of evaluating the cost proposal from each proposer, can you provide an estimated number of units per year for the following Statement of Work categories (refer to Tables E-2 and E-3)? (The number of units per year was only provided for CERCLA Assessment and Training Activities.)

   Response Activities
   Emergency Response
   Removal Support/On-Scene Monitoring/Release Investigation
   Removal Support (PRPs)
   Oil Spill Response
   Engineering Evaluation and Cost Analysis
   Regional Response Center Support
   Minor Containment
   Site Documentation

   Prevention and Preparedness Activities
   Chemical Emergency Preparation and Prevention
   Contingency Plans
   Chemical Safety Audits
   SPCC Inspections

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

START REGION IX -- *EPA Responses to Technical/Cost Questions*

Oil Program Initiatives

Technical Support Activities
Analytical Services
Multi-Media Surveys and Inspections
Treatability Studies
Continuous Releases
Public Participation Support
Site Discovery Programs
Environmental/Ecological Evaluations
Federal Disaster Assistance Related Activities
Project Work Plans
Assessment of Human Health and Ecological Risks
Administrative Records
Cost Recovery
Enforcement Activities

If EPA is unable to provide the information requested above, please describe how cost proposals will be evaluated (in terms of total cost to the government) when each proposer is using different assumptions (i.e., number of units) for each of these Statement of Work activities.

Please identify the breakdown of the 17 training activities per year and the estimated duration/location for each training activity (e.g., CEPP training for the State of California; First Responder Training at California State Training Institute (CSTI), etc.).

Attachment E, Table E-3, identifies 51 Removal Assessments (RAs) per year as an assumption for cost estimating. However, Table E-2 does not include an SOW line item for RAs. Should costing for these RAs be included in the Preliminary Assessment line item? If not, how should they be identified?

EPA RESPONSE
The requirement for Table E-2 is deleted by this amendment. Offerors will be evaluated pursuant to Section M of the solicitation. Cost proposals will be evaluated in accordance with Clauses M.2, M.3.(a)(1), and M.4(a).

10. Can you provide us with all proposers' questions and EPA responses?

EPA RESPONSE
All prospective offerors' questions and EPA responses are provided in this amendment.

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

START REGION IX -- *EPA Responses to Technical/Cost Questions*

11. Is it EPA's intent to operate a satellite office in Southern California or any other areas within Region 9? Does EPA currently operate any satellite offices through the existing contract?

    EPA RESPONSE
    It is EPA's intent to operate a regional office in Los Angeles, CA. This amendment to the solicitation adds this reference to ATTACHMENT E.

12. ATTACHMENT F - For purposes of inventory and mobilization please define the codes (status and location) listed in the equipment list. Where are the locations specific to codes 019 and 009?

    EPA RESPONSE
    Code 019 is the Long Beach, CA office and Code 009 is the San Francisco, CA office. The equipment is contractor acquired property dedicated to the removal program.

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

EXHIBIT 1

STATEMENT OF WORK
START MOBILIZATION TECHNICAL DIRECTION DOCUMENT

The contractor shall furnish the personnel, services, materials, and property necessary to mobilize or start-up the Superfund Technical Assessment and Response Team (START) contract in EPA Region IX within 60 calendar days of contract award in accordance with the contract Statement of Work (SOW), Section III, Paragraph C..

The contractor shall provide the following products and services required during mobilization:

Task 1 - Project Planning

The contractor shall:

1.1 attend a kick-off or project scoping meeting with EPA to discuss the implementation of the contract;

1.2 attend progress report meeting(s) and/or participate in progress report conference call(s) concerning mobilization activities with EPA; and

1.3 submit revised cost estimates and/or workplans to EPA if warranted.

Task 2 - Mobilization

The contractor shall:

2.1 in accordance with the START SOW, Section III, Paragraph C, Items 1 and 2, procure the facilities, property, and personnel necessary to implement the requirements of the Region IX START contract. This may include the establishment and staffing of satellite office(s) in remote locations. This task will include obtaining leases, executing these leases and furnishing/equipping these offices with the personnel, materials and property necessary to implement the requirements of this START contract;

2.2 in accordance with the START SOW, Section III, Paragraph C, Item 3, provide for the presence of one (1) on-site program manager within one day of contract ward. The on-site program manager is considered a key personnel position (as defined by EPAAR 1552.237-72) under this contract.

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

2.3 in accordance with the START SOW, Section III, Paragraph C, Items 1 and 4, design appropriate cost accounting and control procedures and TDD progress controls and submit a sample monthly progress report and invoice within _ days of contract award to the EPA Region IX Contracting Officer and Project Officer. The accounting system shall include the appropriate labor classifications defined under the contract and this information shall be continuously updated over the life of the contract. The initial invoice and monthly Progress Report shall be submitted no later than the twentieth (20) day following the first month of contract award and every month thereafter until contract completion. The contractor shall demonstrate their ability to monitor the following data on site-specific TDDs:

- TDD period of performance
- TDD projected completion date
- TDD expenditure limit
- TDD source of funding
- TDD approved budget and date
- incurred TDD costs and level of effort/clerical support hours for the month
- total incurred TDD costs and hours to date
- estimated TDD costs at completion

2.4 in accordance with the START SOW, Section III, Paragraph C, Items 1 and 4, complete modifications the contractors existing management information system (MIS) within _ days of contract award. These modifications shall enable the contractor to provide deliverables in conformance with the reporting requirements section of the START contract;

2.5 in accordance with the START SOW, Section III, Paragraph C, Item 5, establish a START contract analytical services point of contact within _ days of contract award. This point of contact shall coordinate all efforts for the contractor to ensure the delivery of all Contract Laboratory Program (CLP) and non-CLP requirements, including the Delivery of Analytical Services for Special Analytical Services. These activities include gathering the necessary forms, hardware and software requirements for both the CLP and non-CLP tracking systems;

2.6 in accordance with the START SOW, Section III, Paragraph C, Item 6, negotiate and award team subcontracts, including the award fee plans (or fixed fee value) for these subcontracts, and establish and submit the standard terms and conditions for pool subcontracts within _ days after contract award.

Task 3 - Government Furnished Property Mobilization

The contractor shall acquire and maintain property in accordance with the following:

- EPA Contract Property Administration Requirements, April 1994 (or most recent revision)

The contractor shall:

3.1 provide proof of suitable warehouse space for anticipated GFP;

3.2 identify specific property (including contractor-owned or acquired property) to be utilized at multiple sites under this contract which includes:

- reviewing excess government furnished property (GFP) from the TAT and other EPA contracts within (15) calendar days of receipt of the excess property list from EPA in accordance with the contract SOW Section III, Paragraph C, Item 7
- certifying receipt of excess GFP
- determining the working order or need for repair/replacement within _ days of receipt of GFP in accordance with the contract SOW, Section III, Paragraph C, Item 8
- documenting the transfer of the property by completing a Property Receipt and Transfer Document (EPA Form 1700-7 or equivalent) including ID number, acquisition cost, item description, model number, serial number, condition code and physical location of the property

3.3 in accordance with the approved Equipment Management Plan, establish a property record for the transferred GFP and add the property to the contractor's utilization reporting system;

3.4 in accordance with contract SOW, Section III, Paragraph C, Item 9, provide information to assist the EPA Project Officer in the preparation of seven (7) point justifications for proposed property purchases for additional GFP not already included in the excess property identified under task 3.1. This information provided by the START contractor shall include the following:

- identify the specific program and project for which the property is required;
- list the type, quantity and estimated cost of the property that the government will be requested to provide during contract mobilization
- explain why the property is required for contract performance

- explain why the government should provide the property rather than require the contractor to provide the property at no direct cost to the contract
- identify the location of the contractor's facility where the property will be used and the contractor's personnel who are responsible for acquisition and management of the property
- provide a certification that no in-house excess property is available
- include a lease *versus* purchase analysis in accordance with the requirements outlined in FAR 7.401 including the costs associated with warehousing, maintaining, depreciation, and calibrating the equipment

3.5 solicit quotations and procure GFP authorized for purchase by the Contracting Officer;

3.6 in accordance with the approved Equipment Management Plan, track and report property utilization during the mobilization period (for GFP with an initial purchase price equal to or greater than $300 in value) and prepare monthly status reports on GFP utilization where property utilization is expressed as a Loaded Utilization Rate (LUR):

LUR = V * T (unitless)

$$V = \frac{\text{Total value of GFP utilized during the past month (\$)}}{\text{Total value of GFP purchased to date for contract (\$)}}$$

$$T = \frac{\text{Total property-days GFP utilized past month (days)}}{\text{Total property-days GFP available in past month (days)}}$$

Task 4 - TDD Acknowledgement of Completion (AOC)

The contractor shall:

4.1 obtain copies of their corporate and team subcontract TDD files from temporary file storage and place them in appropriate order for conversion to long-term data storage;

4.2 transfer the TDD data to microfilm; and

4.3 prepare a TDD Acknowledgement of Completion (AOC) form in accordance with the reports of work section of the START contract.

2. EACH OPTIONAL INCREMENT
(The following yearly breakdown for the period of performance is for administrative purposes only):

Other Direct Cost Items	Year 1	Year 2	Year 3	Year 4	Year 5
Travel	$16,000	$16,640	$17,306	$17,998	$18,718
Subcontracts	$ 8,000	$ 8,320	$ 8,653	$8,999	$9,359
Analytical Services	$14,000	$14,560	$15,142	$15,748	$16,378
Equipment	$132,000	$137,280	$142,771	$148,482	$154,421
Miscellaneous ODCs	$17,500	$ 18,200	$18,928	$19,685	$20,472

B. Other Direct Costs.

1. Attach a schedule detailing how other direct costs were computed. Identify the major ODC items that under your accounting system would be a direct charge on any resulting contract.

2. If the solicitation specifies the amount of other direct costs, this amount is exclusive of any applicable indirect cost and fee.

C. Travel Expense.

1. Attach a schedule illustrating how travel was computed. Include a breakdown indicating the number of trips, number of travellers, destination, purpose and cost.

2. If the solicitation specifies the amount of travel costs, this amount is exclusive of any applicable indirect cost and fee.

D. Office Cost and Travel Costs.

1. The cost proposal must identify whether the offeror's accounting system will treat office costs as a direct or an indirect cost in accordance with the offeror's accepted accounting practice. All proposed office costs shall be itemized and included as separate line items in the offeror's cost proposal. These costs are separate and apart from those ODCs identified in Part V.A of this clause (See Table E-1, Paragraph E).

2. If the offeror will maintain an office within the metropolitan area of the EPA regional **offices**, the cost proposal must identify which key personnel and technical personnel will be located and perform their daily duties in the San Francisco, CA **and Los Angeles, CA offices** and which personnel will be located elsewhere.

3. For firms not maintaining an office within 50 miles of the **EPA** regional **offices**, the cost proposal must identify where the personnel will be located.

4. The cost proposal must identify, for each employee located in an office greater than 50 miles from the **EPA** regional **offices**, weekly travel and per diem costs associated with the employee performing work under this contract in the San Francisco **and Los Angeles areas**. All proposed costs shall be itemized and included as separate line items in the offeror's cost proposal. These costs are separate and apart from those ODCs identified in Part V.A of this clause (See Table E-1, Paragraph E)

U.S ENVIRONMENTAL PROTECTION AGENCY
REGIONAL CONTRACT PLACEMENT BRANCH
WASHINGTON, D.C. 20003

TELECOPIER NO.: (202) 260-1880

FACSIMILE REQUEST AND COVER SHEET

PLEASE PRINT IN BLACK INK ONLY

DATE: AUGUST 17, 1995	SENDER'S NAME AND PHONE NUMBER: DOREEN STERN (202) 260-9259
TO: MATT MITGUARD (415) 744-2329	ALTERNATE'S NAME AND PHONE NUMBER:
TELECOPY NUMBER (415) 744-1916	PAGES FOR TRANSMISSION (Including Cover Sheet) 14

SPECIAL MESSAGE TO RECIPIENT:

AMENDMENT #1 TO START IN REGION 9 - RFP #W302022G3