EPA

United States Environmental Protection Agency
Washington, DC 20460

Work Assignment

Work Assignment Number: 1-06

☐ Other ☐ Amendment Number:

Contract Number	Contract Period	Title of Work Assignment/SF Site Name
EP-C-16-003	07/01/2016 To 06/30/2018 Base Option Period Number 1	NPDES Permit Writers' Course

Contractor: EASTERN RESEARCH GROUP, INC.

Specify Section and paragraph of Contract SOW: Section 3.9

Purpose:
- [X] Work Assignment
- [ ] Work Assignment Amendment
- [ ] Work Plan Approval
- [ ] Work Assignment Close-Out
- [ ] Incremental Funding

Period of Performance: From 07/01/2017 To 06/30/2018

Comments:

☐ Superfund — Accounting and Appropriations Data — [X] Non-Superfund

Note: To report additional accounting and appropriations date use EPA Form 1900-69A.

SFO (*Max 2*) ☐

Line	DCN (Max 6)	Budget/FY (Max 4)	Appropriation Code (Max 6)	Budget Org/Code (Max 7)	Program Element (Max 9)	Object Class (Max 4)	Amount (Dollars)	(Cents)	Site/Project (Max 8)	Cost Org/Code
1										
2										
3										
4										
5										

Authorized Work Assignment Ceiling

Contract Period: 07/01/2016 To 06/30/2018 Cost/Fee: LOE:

This Action:

Total:

Work Plan / Cost Estimate Approvals

Contractor WP Dated: Cost/Fee LOE:

Cumulative Approved: Cost/Fee LOE:

Work Assignment Manager Name David Hair (Signature) (Date)	Branch/Mail Code: Phone Number: 202-564-2287 FAX Number:	
Project Officer Name Tangela Cooper (Signature) (Date)	Branch/Mail Code: Phone Number: 202-566-0369 FAX Number:	
Other Agency Official Name Sarita Hoyt (Signature) (Date)	Branch/Mail Code: Phone Number: 202-564-1471 FAX Number:	
Contracting Official Name Brad Heath (Signature) 7/1/2017 (Date)	Branch/Mail Code: Phone Number: 513-487-2352 FAX Number:	

PERFORMANCE WORK STATEMENT
CONTRACT EP-C-16-003
WORK ASSIGNMENT 1-06

Title: Technical Support for NPDES Permit Writers' Training

Work Assignment Contracting Officer's Representative (WACOR):

David Hair (4203M)
Water Permits Division
Office of Wastewater Management
U.S. Environmental Protection Agency
Washington, D.C. 20004
202-564-2287

Alternate Work Assignment Contracting Officer's Representative (AWACOR):

Sharmin Syed
Water Permits Division
Office of Wastewater Management
U.S. Environmental Protection Agency
Washington, D.C. 20004
202-564-3052

Period of Performance: July 1, 2017 through June 30, 2018

Background Information: The Water Permits Division (WPD), within the Office of Wastewater Management (OWM), is responsible for implementation and oversight of the National Pollutant Discharge Elimination System (NPDES) permit program. This program regulates point source discharges of pollutants to surface waters of the United States. Development and implementation of training, guidance and outreach/communication tools are an important part of its mission.

The objective of this work assignment is to provide technical support to WPD in its continued effort to develop and implement training, guidance, and outreach/communication activities, targeting NPDES permit writers and other key NPDES program stakeholders, such as regulated point

source dischargers. Training support will include the continued development and implementation of the NPDES Permit Writers' Course, as well as other training courses and training materials that promote effective and efficient implementation of the NPDES program.

Performance Work Statement: Contract Section 3.9

The administrative and technical tasks to be provided by the Contractor under this work assignment shall support management, technical and logistical tasks associated with developing training materials and delivering the NPDES Permit Writers' Training Course. The Contractor will not be involved in Agency policy or decision making.

The Performance Work Statement establishes activities, described in the tasks below, to be conducted by the Contractor in EPA FY2017 and FY2018.

Task 0: Project Management

The Contractor shall develop a Work Plan that describes the technical approach that will be used to accomplish the specific tasks listed below.

The Contractor shall provide monthly progress reports as required by the contract.

Deliverables:

1. Work Plan describing planned activities
2. Monthly progress reports

Task 1: Support for Developing and Implementing the NPDES Permit Writer's Training Course

A. The Contractor shall provide support for five 5-day NPDES permit writer courses within the period of performance. The Contractor shall provide technical and logistical support (see specific activities listed below) for developing and presenting these courses. Courses are typically limited to 50-60 participants. For planning and costing purposes, the Contractor shall assume the courses will be in the following cities; however, the specific dates and locations may be changed based on technical direction from the EPA WACOR:

- Washington, District of Columbia (including MD and VA suburbs)
- Sacramento, California

- Lowell, Massachusetts
- Indianapolis, Indiana
- Raleigh, North Carolina

The Contractor shall support the EPA by conducting pre-course planning and administrative activities such as: course scheduling, including identifying and securing suitable meeting facilities; setting up and conducting registration activities; preparing and copying course handouts (including the course workbook); shipping course materials; and identifying and completing necessary revisions to course materials. The support activities shall be consistent with the project "standard operating procedures (SOPs)" developed under the previous WA (WA 0-06).

For planning purposes, the Contractor should assume that State or Federal meeting space will be provided at no cost for all of the planned courses, with the exception of the course planned for the Washington DC area. For the Washington DC course, the Contractor shall identify and secure a meeting space at a local hotel or other conference facility with reasonable accessibility to public transportation. Prior to entering into an agreement with the hotel or conference facility, the Contractor shall coordinate with the EPA WACOR to ensure that the rental of the meeting space is consistent with EPA policies regarding meeting space rental. The EPA WACOR will provide approval of the meeting space selection through Technical Directive. (see "Requirements" below for additional conditions related to conferences and meetings)
The Contractor shall also conduct pre-course planning and administrative activities to support the EPA in preparing for up to two courses to be held in the latter half of CY2018. The support will include activities such as: course scheduling, including identifying and securing suitable meeting facilities, and setting up and conducting registration activities.

B. The Contractor shall modify materials used in the presentation of the NPDES Permit Writer's Course based on edits and information provided by the EPA WACOR. EPA estimates that materials will be revised four times during the period of performance and that revisions will be relatively minor (e.g., edits, corrections, minor updates). The NPDES Permit Writers' Training Course materials consist of several components, including: presentation slides, an instructors' manual, and a student workbook that cover all course modules. The Contractor shall compile, edit, and maintain all components of all course modules and the student workbook under the NPDES Permit Writers' Training Course, including materials made available by WPD on the NPDES Permit Writers' Course website. The Contractor shall make recommendations for the EPA WACOR's review and approval for editing course materials and shall ensure consistency among all training course components to allow for effective maintenance of and revisions to all training course materials.

Deliverables:

1. Four revisions to NPDES Permit Writer's Course Workbook in to incorporate changes identified by EPA.

C. The Contractor shall provide one qualified instructor to conduct the NPDES Permit Writers' Training Courses identified in Task 1.A. Instructors will utilize the materials and format provided in the NPDES Permit Writers' Course SOPs. A resume presenting each proposed

instructor's knowledge and experience in the NPDES program and/or related experience that warrants consideration shall be provided with the work plan. The instructors selected by the Contractor and approved by EPA for a given course shall participate in two one-hour technical and logistical conference calls with the EPA WACOR and other EPA or State instructors to discuss and coordinate training needs for each course offering. The instructors selected by the Contractor shall also meet with the EPA WACOR and EPA training team staff to preview presentations and participate in practice sessions. EPA anticipates five half-day practice sessions during the period of performance.

D. Within 15-days following the completion of each course, the Contractor shall develop and provide to the EPA WACOR a summary report on the quality, usefulness, and presentation of the training based on comments provided by course participants as reported on a course evaluation form provided by the EPA WACOR. The Contractor shall distribute certificates of completion to course participants at the end of each workshop in-person, or via mail where necessary.

Deliverable: Summary of participant feedback and distribution of completion certificates within15-days of course completion.

E. The Contractor shall revise the web-based presentations developed for the NPDES Basic Permit Writer's Course under previous WAs based on edits provided by the EPA WACOR. The revisions include updates and corrections as directed by the EPA WACOR based on user comments. Approximately 20 changes are anticipated during this period of performance. The Contractor shall use the "Articulate Storyteller" software that was used to develop the presentations. The Contractor shall continue to maintain a database file that compiles the name, affiliation, and completion date of students that submit this information through the web link following completion of the web-based training modules. The specific revisions and changes necessary to the web-based materials will be determined at a planning meeting between the Contractor and EPA WACOR prior to commencement of any revisions.

Deliverable:

1. Modified versions of the existing web-based presentations (2 weeks after edits are provided by EPA WACOR).

2. Database file of students that have completed the web-based training modules (monthly via email, with final record provided to the EPA WACOR by June 30, 2018)

F. EPA (in partnership with USGS) has recently developed new tools that assist in the calculation of critical stream flows for use in water quality modeling. EPA/USGS are currently developing a Users' Guide and EPA will develop step-by-step instructions to explain how NPDES permit writers can use the new tools.

Based on the step-by-step instructions that will be provided to the Contractor by the EPA WACOR, the Contractor shall develop web-based NPDES training materials explaining how NPDES permit writers can utilize the new tools for calculating critical flow statistics. The training materials will follow the format/style of the existing on-line modules (https://www.epa.gov/npdes/npdes-training#writers) and shall be incorporated into the on-line set of training modules for new permit writers as directed by the EPA WACOR.

EPA anticipates that the new materials will consist of 8-10 new slides with 20-30 minutes of scripted narration.

The Contractor shall develop an initial draft of the slides and narration script that will be reviewed and edited by EPA. The EPA WACOR will provide the edits and will schedule a meeting with the Contractor staff to record the audio for the new materials.
Following the recording session, the Contractor shall edit the recorded materials and ensure that the audio and presentation format are consistent with existing NPDES web-based training materials, and shall deliver a final version of the materials for posting to the EPA training web site.

Deliverables:

1. Initial draft of the new web-based training materials including draft narration script. (within 30 days of receipt of EPA/USGS User Guide and training materials).
2. Final draft of web-based training materials (within 2 weeks following completion of the recording session)

Requirements

Reporting
Reports shall be submitted in accordance with the reporting requirements of the contract. In addition, the Contractor shall maintain contact with the EPA WACOR to advise of progress and problems. All documents shall be delivered in MS Word as requested by the WACOR. The Contractor shall notify the EPA WACOR immediately when expenditures of 75% and 90% of the work assignment LOE or funding (including pipeline costs) are reached.

The Contractor shall be prepared to submit for inspection copies of all work in progress any time as directed by the WACOR. The Contractor shall not release information or comments on works performed under this work assignment without the WACOR's prior written authorization. Wherever practicable, all written materials submitted to EPA must be doubled-sided and on recycled paper. All electronic media submitted to the EPA WACOR shall be scanned for, and identified as free from viruses.

The Contractor shall submit drafts and final products in hard copy as well as on the appropriate electronic media in a format compatible with Water Permits Division hardware.

Travel

This work assignment requires travel. Specifically, one Contractor representative will be required to travel to the 5-day NPDES courses in Sacramento, California, Lowell, Massachusetts, Indianapolis, Indiana, and Raleigh, North Carolina. Additionally, some local area travel may be necessary to attend the DC-area course, and to attend meetings with the EPA WACOR.

All out-of-town travel shall be approved in advance by the project officer and shall be in accordance with the contract.

Information Collection

All collection of information and data shall be in accordance with the Office of Water Quality Management Plan and OMB requirements under the Paperwork Reduction Act.

Conference/Meeting Guidelines and Limitations

The Contractor shall immediately alert the EPA WACOR to any anticipated event under the work assignment which may result in incurring an estimated $20,000 or more cost, funded by EPA, specific to that event, meeting, training, etc. Those costs would include travel of both prime and consultant personnel, planning and facilitation costs, AV and rental of venue costs, etc. The EPA WACOR will then prepare approval internal paperwork for the event and will advise the Contractor when appropriate signatures have been obtained. At that point, effort can proceed for the event. If the event is being sponsored by another EPA organization, the organization providing the planning is responsible for the approval.

Quality Assurance Statement

A quality assurance project plan (QAPP) is not required for Tasks 1of this project because it does not involve the generation, management, distribution, or use of primary environmental data that will be used or have the potential for use in environmental decision making.

Deliverable	Schedule
Task 0 (1). Project Work Plan	Within 30 days following receipt of EPA PWS.
Task 0 (2). Progress reports	Monthly
Task 1A(1). 5-Day Basic Permit Writers' Course – Washington DC area (DC-MD-VA)	August/September 2017 (TBD)
Task 1A(2). 5-Day Basic Permit Writers' Course – Sacramento, CA	November/December 2017 (TBD)
Task 1A(3). 5-Day Basic Permit Writers' Course – Lowell, MA	February/March 2018 (TBD)

Deliverable	Schedule
Task 1A(4). 5-Day Basic Permit Writers' Course – Indianapolis, IN	April/May 2018 (TBD)
Task 1A(5). 5-Day Basic Permit Writers' Course – Raleigh, NC	May/June 2018 (TBD)
Task 1B(1). Permit Writers' Course Workbook Revisions.	Four revisions completed by 06/30/2018
Task 1D. Summary of participant feedback and distribution of completion certificates	15 days after the delivery of each course.
Task 1E(1). Revised versions of web-based training materials posted to the EPA web site.	Within 2 weeks of receipt of EPA edits to existing materials.
Task 1E(2). Database file of students that have completed the web-based course modules.	Monthly via email, with database file provided to EPA WACOR by 06/30/2018.
Task 1F(1). Initial draft of the new web-based training materials including draft narration script.	Within 30 days of receipt of EPA/USGS User Guide and training materials from EPA WACOR
Task 1F(2). Final draft of web-based training materials	Within 2 weeks following completion of the recording session

PERFORMANCE SURVEILLANCE PLAN

Performance Requirement	Measurable Performance Standards	Surveillance Methods	Incentives/Disincentives
Management and Communications: During the life of this work assignment, the Contractor shall notify EPA immediately of any issues that may impact the timeliness of deliverables of the problems associated with the development of deliverables.	The Contractor shall maintain contact with the WACOR throughout the performance of the work assignment. The Contractor shall identify to the WACOR any delays with regard to deliverables not less than one week prior to the deliverable date that has been established in the work assignment or technical direction document. The Contractor shall identify to the WACOR any issues or concerns that have a direct impact on project schedules within three (3) days of occurrence. The Contractor shall provide options for EPA's consideration on resolving or mitigating the impacts identified.	The WACOR and CL-COR (as necessary) will allocate the time needed to discuss and address all issues identified by the Contractor. The WACOR and CL-COR will document and maintain a complete record of the issues, agreements and outcome. The WACOR and CL-COR will review monthly progress reports for indicators of problems not previously mentioned. The WACOR will also monitor the timely receipt of deliverables. For those that are late without prior notice, the EPA will formally document to the Contracting Officer the late delivery.	If the Contractor fails to implement corrective actions after EPA identifies and provided written documentation of performance issues, EPA will rate this performance category "unsatisfactory." If three or more the active work assignments for the period are rated unsatisfactory, EPA will rate the Business Relations category as unsatisfactory in the NIH Contract Performance System.
Cost Management and Control: The Contractor shall perform all work in an efficient and cost effective manner, applying cost control measures where practical.	The Contractor shall monitor, track and accurately report level of effort, labor cost, other direct cost and fee expenditures to EPA through monthly progress reports and approved special reporting requirements. The Contractor shall assign appropriately leveled and skilled personnel to all tasks. The Contractor should not exceed established work assignment ceilings and, in general, should expend dollars and hours at similar ratios. If either the expenditure of hours or dollars deviates significantly, the Contractor shall provide an explanation in its Monthly Progress Report.	The CL-COR will routinely meet with the Contractor's Project Manager to discuss the work progress and contract and individual work assignment level expenditures. The CL-COR and WACOR shall review the Contractor's monthly progress reports and request the Work Assignment Managers to ensure that ceilings are not exceeded, that progress is being made, and that the Contractor is effectively utilizing the LOE provided under the work assignment.	EPA will thoroughly review work assignment funding ceiling overruns to determine the Contractor's ability to control the situation. If EPA determines that the Contractor failed to control cost, the Contractor will be rated "unsatisfactory "in this category. Multiple incidents of work assignment overrun that result in an overall cost over run of greater than 4% of the approved total work assignment funding for the current contract period, will result in an unsatisfactory rating in the NIH Contract Performance System.
Quality of Product/Services \The Contractor shall ensure documents developed under this task order are quality products that are factual and based on sound science and engineering principles.	Products delivered under this work assignment must not contain any major factual errors. The analyses provided in each product shall be logical, consistent, and defensible.	The WACOR will review all documents delivered under this work assignment for content accuracy.	If EPA determines that the Contractor's analyses is factually inaccurate or if significant technical errors are found in any documents produced by the Contractor, EPA may determine that the cost associated with redoing the work shall be borne by the Contractor. Multiple incidents of this nature under the contract will result in an unsatisfactory rating for Quality and Manage Control being reported to the NIH Contract Performance System.

EPA

United States Environmental Protection Agency
Washington, DC 20460

Work Assignment

Work Assignment Number: 1-06

☐ Other ☒ Amendment Number: 000001

Contract Number	Contract Period	Title of Work Assignment/SF Site Name
EP-C-16-003	07/01/2016 To 06/30/2018 Base Option Period Number 1	NPDES Permit Writers' Training

Contractor: EASTERN RESEARCH GROUP, INC.

Specify Section and paragraph of Contract SOW: See PWS

Purpose:
- ☐ Work Assignment
- ☒ Work Assignment Amendment
- ☐ Work Plan Approval
- ☐ Work Assignment Close-Out
- ☐ Incremental Funding

Period of Performance: From 02/01/2018 To 06/30/2018

Comments:
The purpose of this Amendment 1 is to CHANGE the Alternate Work Assignment Contracting Officer's Representative (AWACOR) from Sharmin Syed to Janita Aguirre (Phone: 202-566-1149; E-Mail: aguirre.janita@epa.gov).

☐ Superfund — Accounting and Appropriations Data — ☒ Non-Superfund

Note: To report additional accounting and appropriations date use EPA Form 1900-69A.

SFO (*Max 2*) ☐

Line	DCN (Max 6)	Budget/FY (Max 4)	Appropriation Code (Max 6)	Budget Org/Code (Max 7)	Program Element (Max 9)	Object Class (Max 4)	Amount (Dollars)	(Cents)	Site/Project (Max 8)	Cost Org/Code
1										
2										
3										
4										
5										

Authorized Work Assignment Ceiling

Contract Period: 07/01/2016 To 06/30/2018 Cost/Fee: LOE:

This Action:

Total:

Work Plan / Cost Estimate Approvals

Contractor WP Dated: Cost/Fee LOE:

Cumulative Approved: Cost/Fee LOE:

Work Assignment Manager Name David Hair (Signature) (Date)	Branch/Mail Code: Phone Number: 202-564-2287 FAX Number:	
Project Officer Name Tangela Cooper (Signature) (Date)	Branch/Mail Code: Phone Number: 202-566-0369 FAX Number:	
Other Agency Official Name (Signature) (Date)	Branch/Mail Code: Phone Number: FAX Number:	
Contracting Official Name Brad Heath (Signature) 2/1/2018 (Date)	Branch/Mail Code: Phone Number: 513-487-2352 FAX Number:	

EPA

United States Environmental Protection Agency
Washington, DC 20460

Work Assignment

Work Assignment Number: 1-08

☐ Other ☐ Amendment Number:

Contract Number	Contract Period	Title of Work Assignment/SF Site Name
EP-C-16-003	07/01/2016 To 06/30/2018 Base Option Period Number 1	Construction and Grant Mgmt

Contractor: EASTERN RESEARCH GROUP, INC.

Specify Section and paragraph of Contract SOW: Section 3.1

Purpose:
- [X] Work Assignment
- [ ] Work Assignment Amendment
- [ ] Work Plan Approval
- [ ] Work Assignment Close-Out
- [ ] Incremental Funding

Period of Performance: From 07/01/2017 To 06/30/2018

Comments:
Work shall not commence on this Work Assignment until July 1, 2017.

☐ Superfund — Accounting and Appropriations Data — [X] Non-Superfund

Note: To report additional accounting and appropriations date use EPA Form 1900-69A.

SFO (*Max 2*) ☐

Line	DCN (Max 6)	Budget/FY (Max 4)	Appropriation Code (Max 6)	Budget Org/Code (Max 7)	Program Element (Max 9)	Object Class (Max 4)	Amount (Dollars)	(Cents)	Site/Project (Max 8)	Cost Org/Code
1										
2										
3										
4										
5										

Authorized Work Assignment Ceiling

Contract Period: 07/01/2016 To 06/30/2018 Cost/Fee: LOE:

This Action:

Total:

Work Plan / Cost Estimate Approvals

Contractor WP Dated: Cost/Fee LOE:

Cumulative Approved: Cost/Fee LOE:

Work Assignment Manager Name Frances Josephs (Signature) (Date)	Branch/Mail Code: Phone Number: 202-564-9541 FAX Number:	
Project Officer Name Tangela Cooper (Signature) (Date)	Branch/Mail Code: Phone Number: 202-566-0369 FAX Number:	
Other Agency Official Name (Signature) (Date)	Branch/Mail Code: Phone Number: FAX Number:	
Contracting Official Name Brad Heath (Signature) 6/30/2017 (Date)	Branch/Mail Code: Phone Number: 513-487-2352 FAX Number:	

PERFORMANCE WORK STATEMENT
CONTRACT EP-C-16-003
WORK ASSIGNMENT 1-08

Title: Construction and Grant Management Evaluation of Special Appropriations Act Projects

Work Assignment Contracting Officer's Representative (WACOR):

Frances Josephs
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OWM (4204M)
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Alternate Work Assignment Contracting Officer's Representative (AWACOR):

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Period of Performance: July 1, 2017 to June 30, 2018

Background:
From Fiscal Year (FY) 1992 through FY 2010, Congress appropriated funding for over 3,900 identified State and Tribal Assistance Grants (STAG) earmarked for water-related infrastructure construction projects. These projects have resulted in significant water quality benefits. However, STAG project administration continues to challenge both EPA Regions and Headquarters due to resource requirements needed to award, manage, and evaluate these projects. In order to address this need, the FY 2001 Appropriations Act (P.L. 106-377) contains a provision that allows EPA to set aside up to three percent of the amount of each post FY 2000 STAG project to fund the management and oversight of these projects. Through this provision, EPA uses contractor support to evaluate post FY 2000 STAG projects for compliance with the conditions of their EPA grant and for consistency with their work plan.

Objective:
The objective of this work assignment is to evaluate post FY 2000 STAG projects on-site and/or remotely. The on-site evaluations (Task 1) are intended to assess physical progress of construction and evaluate the grantee's compliance with the conditions of their EPA grant and work plan. Procurement reviews (Task 2) are intended to evaluate a grantee's established procurement system or the compliance of specific procurements with EPA regulations and

Disadvantaged Business Enterprise (DBE) rules. Financial management reviews (Task 3) are intended to evaluate compliance with EPA's cost principles and the statutory cost-share requirement. Environmental review support (Task 4) and NEPA decision compliance monitoring of post FY 2000 STAG projects are to be performed as requested by the EPA Regions.

The secondary purpose of this work assignment is to provide technical support to grantees related to STAG project management and oversight. Grantees may need troubleshooting and technical assistance during the course of the project.

The following deliverables are anticipated during the entire Option Period 1. The contractor is not to exceed the anticipated number of reviews without a formal amendment and direction from the WACOR. Please note that the reviews could fall under any applicable tasks 1 through 4.

R4: 24 reviews
R5: 18 reviews
R6: 15 reviews
R9: 18 reviews

Task Detail:

Task 0: Work plan and Budget Development
The contractor shall prepare a detailed work plan and budget for the accomplishment of the indicated tasks in accordance with the clause, B.2 WORK ASSIGNMENTS (EPAAR 1552.211-74). The work plan shall include a description of: (a) proposed staff; (b) an estimate of hours to be spent on each task by each staff person (prime and subcontractors); (c) a detailed estimate of travel expenses; and (d) a list of deliverables, with due dates and schedule for deliverables. This task also includes monthly progress reports and financial reports which shall conform to the requirements particularized to the REPORTS OF WORK clause in the contract.

In addition, a monthly LOE by task per Region template in the form of an excel spreadsheet will be provided by the WACOR prior to the issuance of the first invoice from the contractor, in order to track the actual work performed.

Task 1: Conduct On-site Project Evaluations
The contractor shall perform site visits for post FY 2000 STAG projects as requested by the EPA Regions. Project officers will enter on-site evaluation (OSE) requests into a shared online file. Technical direction to schedule and perform OSEs will be provided once when this Work Assignment 0-08 is issued, and will cover the full option period. The contractor shall check the shared file periodically to look for new or updated requests. Documentation for the review (e.g., grant agreements, work plans, etc.) will be uploaded by the project officer to a shared online folder. The contractor will request a copy of any other necessary documentation directly from the project officer. After performing the requisite conflict of interest review, the contractor shall make arrangements to conduct a site visit for the assigned projects. During all contact with individuals outside of EPA, contractor staff shall identify themselves as a contractor with EPA. All communication with the Regional Project Officers or Grant Recipients must be documented

and include the WACOR, as well, in such a manner that is the same as the correspondence conveyed.

During an OSE, the contractor shall review the appropriate grant and construction documents and conduct a walkthrough of the project site. The contractor shall complete the review using the standard evaluation form (Attachments 1 and 2)[1] during the site visit. The completed evaluation form, accompanied by a cover letter highlighting key finding and recommendations, shall be considered the evaluation report that is the required deliverable for this task.

No more than two site visits shall occur for a given project under this Work Assignment, unless specifically directed by the work assignment contracting officer representative (WACOR). Likewise, site visits should not be scheduled within six months of the date of the previous OSE (under this Work Assignment or the previous one), unless specifically directed by the WACOR.

The contractor shall try to minimize travel costs by utilizing appropriate staff from contractor offices (main, branch, or other) in general proximity to the state locations. The contractor shall also group evaluations into one trip to the extent practicable.

Evaluations shall typically be one work day in length at the project site and should be performed by engineers (Professional Engineers or Engineers-in-Training) where feasible. Additional time shall be estimated for scheduling visits, travel to and from the project site, and for follow-up activities such as completing the formal written evaluation report.

Deliverables for Task 1: An evaluation form (i.e., the standardized evaluation coversheet plus the on-site review insert) shall be completed for each OSE. (Note: in cases where two different reviews are performed together, i.e. an on-site review together with a financial management review, only one evaluation form should be generated with all applicable inserts included.) A draft report shall be provided to the project officer for comment no later than 21 business days after the date of the OSE. Upon receipt of the project officer's comments, final copies of evaluation reports shall be transmitted with a cover letter that highlights key findings/recommendations to the WACOR, the project officer, and the grantee's representative.

Task 2: Conduct Procurement Reviews

The contractor shall evaluate procurement systems and procurement actions for post FY 2000 STAG projects as requested by the EPA Regions. Project officers will enter procurement review (PR) and procurement system review (PSR) requests into a shared online file. Technical direction to schedule and perform PRs and PSRs will be provided once when this Work Assignment 0-08 is issued and will cover the full option period. The contractor shall check the shared file periodically to look for new or updated requests. Documentation for the review (e.g., grant agreements, work plans, etc) will be uploaded by the project officer to a shared online folder. The contractor will request a copy of any other necessary documentation directly from the project officer.

[1] The contractor should be prepared for slight modifications to the evaluation form over the course of the WA based on feedback from the contractor, project officers, and grantees.

PR/PSRs can be done on-site or remotely. Remote reviews are used when a site visit is unnecessary (i.e. before substantial physical progress is made) or when reviews are difficult to complete on site due to the time and complexity involved. For remote PRs, the contractor shall initiate the PR using the standard email templates provided by the WACOR after performing the requisite conflict of interest review. For on-site PRs, the contractor shall notify the grantee of the PR when scheduling the OSE. During all contact with individuals outside of EPA, contractor staff shall identify themselves as a contractor with EPA. All communication with the Regional Project Officers or Grant Recipients must be documented and include the WACOR, as well, in such a manner that is the same as the correspondence conveyed.

During a PR/PSR, the contractor shall review the appropriate documents and complete the standard evaluation form (Attachments 1 and 3).[2] Evaluations shall typically be one half to one full work day in length depending on the type and size of the review. When performed remotely, reviews should be completed no later than 5 business days after receiving ALL necessary materials. Additional time shall be estimated for coordinating with grant recipients to acquire all necessary documentation and for follow-up activities such as completing the formal written evaluation report.

Deliverables for Task 2: An evaluation form (i.e., the standardized evaluation coversheet and all applicable PR/PSR inserts) shall be completed for each PR/PSR. (Note: in cases where two different reviews are performed together, i.e. an OSE together with a PR/PSR, only one evaluation form should be generated with all applicable inserts included.) A draft report shall be provided to the project officer for comment no later than 21 business days after completion of the evaluation. Upon receipt of the project officer's comments, final copies of evaluation reports shall be transmitted with a cover letter that highlights key findings/recommendations to the WACOR, the project officer, and the grantee's representative.

The contractor shall also prepare a summary table with an explicit list of key findings for each PR/PSR conducted. The summary table is for EPA-use only—it will not be sent to grantees—and shall directly and completely describe the deficiencies encountered. Summary tables should be 1-2 pages in length in most cases (allowances will be made in circumstances where there are numerous contracts) and include regulatory references. The summary table shall be submitted to the project officer, EPA Regional Coordinator, and WACOR **after** a final evaluation report has been distributed.

Task 3: Conduct Financial Management Reviews

The contractor shall review financial management of post FY 2000 STAG projects as requested by the EPA Regions. Project officers will enter financial management review (FMR) requests into a shared online file. Technical direction to schedule and perform FMRs will be provided once when this Work Assignment 0-08 is issued and will cover the full option period. The contractor shall check the shared file periodically to look for new or updated requests. Documentation for the review (e.g., grant agreements, work plans, etc) will be uploaded by the project officer to a shared online folder. The contractor will request a copy of any other necessary documentation directly from the project officer.

[2] The contractor should be prepared for slight modifications to the procurement review form over the course of the WA based on feedback from the contractor, project officers, and grantees.

FMRs can be done on-site or remotely. Remote reviews are used when a site visit is unnecessary (i.e. before substantial physical progress is made) or when reviews are difficult to complete on site due to the time and complexity involved. For remote FMRs, the contractor shall initiate the FMR using the standard email templates provided by the WACOR after performing the requisite conflict of interest review. For on-site FMRs, the contractor shall notify the grantee of the FMR when scheduling the OSE. During all contact with individuals outside of EPA, contractor staff shall identify themselves as a contractor with EPA. All communication with the Regional Project Officers or Grant Recipients must be documented and include the WACOR, as well, in such a manner that is the same as the correspondence conveyed.

During an FMR, the contractor shall review the appropriate documents and complete the standard evaluation form (Attachments 1 and 4).[3] Evaluations shall typically be one quarter to one half a work day in length depending on the type and size of the review. When performed remotely, reviews should be completed no later than 5 business days after receiving ALL necessary materials. Additional time shall be estimated for coordinating with grant recipients to acquire all necessary documentation and for follow-up activities such as completing the formal written evaluation report.

Deliverables for Task 3: An evaluation form (i.e., the standardized evaluation coversheet and FMR insert) shall be completed for each initial FMR.[4] (Note: in cases where two different reviews are performed together, i.e. an OSE together with an FMR, only one evaluation form should be generated with all applicable inserts included.) A draft report shall be provided to the project officer for comment as soon as possible, but no later than 21 business days after completion of the evaluation. Upon receipt of the project officer's comments, final copies of evaluation reports shall be transmitted with a cover letter that highlights key findings/recommendations to the WACOR, the project officer, and the grantee's representative.

The contractor shall also prepare a summary table for FMRs that clearly shows pertinent grant financials and key findings for each FMR conducted. The summary table is for EPA-use only—it will not be sent to grantees—and shall clearly and completely describe any deficiencies encountered. Summary tables should be 1-2 pages in length in most cases. The summary table shall be submitted to the project officer, EPA Regional Coordinator, and WACOR **after** a final evaluation report has been distributed.

Task 4: Environmental Review Support

The contractor shall assist with the environmental review and NEPA decision compliance monitoring of post FY 2000 STAG projects as requested by the EPA Regions. Project officers will enter environmental review (ER) requests into a shared online file. Technical direction to schedule and perform ERs will be provided once when this Work Assignment 0-08 is issued and will cover the full option period. The contractor shall check the shared file periodically to look for new or updated requests. Documentation for the review (e.g., grant agreements, work plans,

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[3] The contractor should be prepared for slight modifications to the procurement review form over the course of the WA based on feedback from the contractor, project officers, and grantees.

[4] Only one full deliverable is required per grant per option period. The deliverable for follow-up FMR requests for the same grant will be a summary sheet only, unless otherwise directed by the WACOR.

etc.) will be uploaded by the project officer to a shared online folder. The contractor will request a copy of any other necessary documentation directly from the project officer.

ERs should be done remotely, but may be done on-site with permission from the WACOR. For remote ERs, the contractor shall initiate the ER using the standard email templates provided by the WACOR after performing the requisite conflict of interest review. For on-site ERs, the contractor shall notify the grantee of the ER when scheduling the OSE. During all contact with individuals outside of EPA, contractor staff shall identify themselves as a contractor with EPA. All communication with the Regional Project Officers or Grant Recipients must be documented and include the WACOR, as well, in such a manner that is the same as the correspondence conveyed.

In providing ER support, the contractor may be asked to perform any or all of the following tasks to support EPA's development, issuance, and/or implementation of a National Environmental Policy Act (NEPA) determination:

- prepare or review/evaluate assessments, studies and methodologies including: environmental information documents (EIDs), draft environmental assessments (EAs), draft finding of no significant impact (FNSI) determinations, draft categorical exclusion (CE) determinations, draft environmental impact statements (EISs), and documents addressing cross-cutting environmental statutes and Executive Orders;[5]
- analyze information regarding potential impacts including environmental, cultural, and public health impacts and review/propose mitigation measures to avoid or minimize impacts;
- review/evaluate documents such as: environmental studies and assessments, environmental audits, license and permit applications, and environmental management plans prepared by other federal agencies or license/permit applicants;
- prepare or review/evaluate field surveys/investigations and assessments, which may include wetlands and floodplain determinations, biological assessments, and endangered species, archaeological, cultural and historical resources determinations;
- review/evaluate statistical analyses, simulation models (e.g., groundwater or surface water flow regimes, air quality modeling, etc.), and reports on such analyses (e.g., analyses associated with EID/EA preparation, review of EAs and related technical documents prepared by other agencies, license and permit applicants, etc.);
- conduct literature surveys and communicate[6] with other Federal/State/local agencies to obtain information relevant to the ER, including concurrence from "cross-cutter" agencies, as appropriate;
- prepare or review public notices, summaries of public comments received, and proposed responses to public comments.
- monitor construction of SAAP projects to ensure/facilitate compliance with mitigation measures developed to comply with NEPA and cross cutter laws, including on-site

[5] EPA's NEPA compliance responsibilities include the "cross-cutter" statutes, i.e., Endangered Species Act, National Historic Preservation Act, the Executive Order on Environmental Justice and Executive Orders on wetlands, flood plains and farmland (see Attachment 5).

[6] The contractor shall document all communications with any Federal/ State/Local agencies, copy the project officer on all written communications, and invite the project officer to participate in any telephone conversations or in-person meetings.

construction activity monitoring by (a) certified archaeologist(s) to ensure tribal artifacts and/or remains discovered during construction are dealt with in accordance with SAAP grant conditions, NEPA decisions, and/or MOUs/MOAs between EPA, recipients and/or other Federal agencies.

No legal services shall be performed under this work assignment unless prior written approval of the Office of General Counsel is received.

The basic NEPA compliance requirements are contained in:

- National Environmental Policy Act of 1969, 42 U.S.C. 4321, as amended
- Council on Environmental Quality (CEQ) Regulations for Implementing NEPA, 40 CFR Part 1500, as amended
- EPA Regulations for Implementing NEPA, 40 CFR Part 6

A complete list of statues, regulations, Executive Orders, and guidance documents relevant to ERs of EPA grants is provided in Appendix 5.

Deliverables for Task 4: The deliverables for Task 4 will vary by grant and may include: an EID, a draft EA,[7] a draft FNSI, a draft CE, a report on an assessment/study/assessment reviewed or performed by the contractor, copies of concurrence letters from cross-cutters, etc. The deadline for each deliverable will also vary by grant. ERs must proceed in a timely and orderly fashion, but given the uniqueness of every ER and the need to coordinate with multiple parties (e.g., the grantee, the project officer, cross-cutter agencies, etc.) deadlines will be set on an assignment-by-assignment basis with input from the contractor.

The contractor shall maintain an administrative record of all pertinent documents related to preparation of all work done under this task. All reports, studies, articles, records of telephone conversations with experts, etc., shall be provided to the project officer upon completion of each ER.

Task 5: Grantee Technical Support and Troubleshooting

The contractor shall provide technical support and troubleshooting expertise to grantees on subject matter areas covered during the course of the evaluations, if requested. The purpose of this technical support and troubleshooting is to improve grantees' understanding of the items being reviewed so that the evaluations can be completed appropriately. Examples of technical support and troubleshooting may include identifying federal requirements (e.g., for procurement), organizing project documentation, and properly counting invoices. This list is not exhaustive and is provided to illustrate typical issues that may arise during, or as a result of, an evaluation. For estimating purposes, it is expected that the contractor shall provide technical support and troubleshooting expertise amounting to no more than 5% of the total evaluation time allocated under Tasks 1 through 3 of the work assignment.

Deliverables for Task 5: Any technical or troubleshooting support shall be noted in the evaluation report for the project required under Tasks 1 - 3 of this work assignment, as well as in the monthly progress report.

[7] See Attachment 6 for a sample table of contents for a daft EA.

Task 6: Work Assignment Progress Meeting and Progress Reports
The contractor shall have a monthly call with the WACOR to ensure that any problems related to Tasks 1 - 3 are quickly identified, discussed, and corrected with minimum delay and to minimize potential misunderstandings. The monthly calls shall range from thirty (30) minutes to one hour in length and shall typically be held on the third Thursday of the month barring any scheduling conflicts (calls can be rescheduled to another day in the same month that is convenient for both the WACOR and the contractor).

The contractor shall also provide a quarterly progress tracking and summary that lists the assigned projects, evaluations scheduled and performed, any technical or troubleshooting support provided, and a listing of completed evaluation reports. A master list of all evaluations completed by the contractor shall be maintained separately, but should assimilate all new information from each Quarterly Report.

Deliverables for Task 6: Quarterly progress tracking and summary reports for this work assignment are due by:

- September 30, 2017
- December 30, 2017
- March 30, 2018

The master list should be provided at the conclusion of the Work Assignment.

Task 7: Transitional Support

In the event that the contract will end with the contractor, the contractor will prepare a set of transitional materials so that work can proceed regardless of who is providing the services. Transitional materials could include, but will not be limited to preparation of standard operating procedures, checklists that detail various oversight responsibilities, or a reference guide detailing the project manager's responsibilities. Specific deliverables will be based on logistical discussions between the contractor, WACOR, and alternate WACOR, and will be assigned via technical direction.

Other Requirements: All travel (other than local travel) shall be approved in advance and shall be in accordance with the contract.

Government Furnished Data: The WACOR shall provide the contractor access to, and copies of, relevant reports, regulations, papers, and guidance/training materials published by the Agency or produced by other contractors working on behalf of the Agency.

Quality Assurance Surveillance Plan: This work shall be conducted under the contractor's existing Quality Management Plan and does require a supplement Quality Assurance Project Plan. The requirements do include environmental measurements, etc., therefore this supplement Programmatic Quality Assurance Project Plan (PQAPP) is required. All task(s) identified in the performance work statement above are subject to review and approval by the WACOR based on

the general guidelines of the contract quality assurance surveillance plan regarding: management and communications, cost management and control, and quality of product/service.

Conference/Meeting Guidelines and Limitations: The contractor shall immediately alert the WACOR to any anticipated event under the work assignment which may result in incurring an estimated $20,000 or more cost, funded by EPA, specific to that event, meeting, training, etc. Those costs would include travel of both prime and consultant personnel, planning and facilitation costs, AV and rental of venue costs, etc. The WACOR will then prepare approval internal paperwork for the event and will advise the contractor when appropriate signatures have been obtained. At that point, effort can proceed for the event. If the event is being sponsored by another EPA organization, the organization providing the planning is responsible for the approval.

EPA SAAP Grant Evaluation Coversheet

Evaluation information:

a. Type of review *(check all that apply)*:

☐ On-site evaluation ☐ Financial management review ☐ Procurement review

b. Date of review: _____

c. Date of last financial management review: _____

d. Type of on-site evaluation *(check one)*: ☐ Interim ☐ Final ☐ N/A

e. Type of financial management review *(check one)*: ☐ Interim ☐ Final ☐ N/A

f. Type(s) of procurement(s) reviewed *(check all that apply and specify quantity)*:

☐ Procurement Systems ☐ Noncompetitive (__) ☐ Small Purchase (__)

☐ Competitive Proposal (__) ☐ Sealed Bid (__) ☐ N/A

g. List all inserts included with this evaluation: _____

h. Evaluator's Name: _____ Firm: _____

Project information:

a. Project name: _____

b. EPA grant number: _____

c. Project owner *(name of municipality or utility including state)*: _____

d. Name of primary grantee contact *(include phone number and e-mail address)*: _____
_____

e. Project description *(1-2 brief sentences)*: _____
_____
_____
_____

f. EPA grant project/budget period: from _____ to _____

g. Date grant-funded work started/anticipated: _____

h. EPA grant amount: $_____

i. Current total estimated project costs: $_____

j. Estimated % EPA grant dollars requested for reimbursement *(as of date of this evaluation)*:
_____%

Overall Summary and Recommendations:

a. Did the grantee facilitate all the necessary documentation and/or access to the site to enable the evaluator to review the project in accordance with EPA's request? _____

b. Overall impression of project *(procurements, financial management, physical progress, etc.)*: _____

c. Change orders/amendments *(number & brief description)*: _____

d. For on-site evaluations, list material and equipment stored on site but not yet incorporated into the construction. _____

e. Describe any deficiencies and items to be corrected: _____

f. Follow-up items for subsequent evaluations: _____

g. Any other recommendations or comments: _____

h. Other related issues that may impact project *(e.g., another related project with a significant delay, pending claims)*: _____

i. Briefly note progress grantee has made in accomplishing outputs (typically the progress in construction) and outcomes (note: the outcome will typically be met after construction is complete) specified in the EPA grant agreement: _____

On-Site Evaluation Insert

Please read all footnotes as they may contain important clarifying or supplemental information

Site Visit and Project Information

a. Facilities/sites visited: _____

b. On-site Representatives Present:

Grantee/Owner's Representative
Name _____ Firm _____ Title _____
Phone Number _____ E-mail Address _____

Owner Inspector
Name _____ Firm _____ Title _____
Phone Number _____ E-mail Address _____

A/E
Name _____ Firm _____ Title _____
Phone Number _____ E-mail Address _____

Contractor
Name _____ Firm _____ Title _____
Phone Number _____ E-mail Address _____

Other
Name _____ Firm _____ Title _____
Phone Number _____ E-mail Address _____

Other
Name _____ Firm _____ Title _____
Phone Number _____ E-mail Address _____

c. Discrepancies found between the as-built project and the Work Plan submitted to EPA:
_____

d. Discrepancies found between the as-built project and the project plans (approved plans, shop drawings, and/or as-built plans): _____
_____

e. Date construction started: _____

f. Estimated construction completion date (contractual): _____

g. Estimated % physical completion *(as of date of this evaluation)*: _____%

Site Documentation: (active construction only)

1.	Are approved plans (with P.E. signature and seal) and specifications on-site or readily available?	Yes/No/NA/CNBD
2.	Are A/E-approved shop drawings available on-site?	Yes/No/NA/CNBD
3.	Is the contractor progress schedule available?	Yes/No/NA/CNBD
4.	Is the permit to construct obtained and posted?	Yes/No/NA/CNBD
5.	Are Engineer's/Inspector's reports available?	Yes/No/NA/CNBD
6.	Do the Engineer's/Inspector's reports include:	
	a) Description of work activities?	Yes/No/NA/CNBD
	b) Equipment log *(utilized)*?	Yes/No/NA/CNBD
	c) Labor Schedule?	Yes/No/NA/CNBD
	d) Labor Utilized?	Yes/No/NA/CNBD
	e) Weather and site conditions?	Yes/No/NA/CNBD

Field Work Performance:

1.	Does construction appear to be in accordance with the plans, specifications, change orders, and special construction techniques?	Yes/No/NA/CNBD
2.	Are erosion and sediment control measures in place (active construction only)?	Yes/No/NA/CNBD
3.	Are safety precautions and procedures in place (active construction only)?	Yes/No/NA/CNBD
4.	Is construction proceeding (or was construction completed) according to schedule?	Yes/No/NA/CNBD
5.	Are change orders adequately tracked and on file?	Yes/No/NA/CNBD
6.	Are change orders approved by the A/E?	Yes/No/NA/CNBD
7.	Are impacts *(scope and dollar amount)* of change orders adequately detailed and noted?	Yes/No/NA/CNBD
8.	Are impacts of change orders on construction schedule adequately detailed and noted?	Yes/No/NA/CNBD

Administrative and Material Control Documentation: (active construction only)

1.	Material tracking performed?	Yes/No/NA/CNBD
2.	Material certifications on file?	Yes/No/NA/CNBD
3.	Manufacturer's testing reports on file?	Yes/No/NA/CNBD
4.	Manufacturer's guarantees/warranties on file?	Yes/No/NA/CNBD
5.	Tracking of equipment received and installed?	Yes/No/NA/CNBD
6.	Shop drawings/submittals on file with a log or register?	Yes/No/NA/CNBD
7.	Material and field testing reports are on file *(e.g., soil & compaction, pipe pressure testing, etc.)*?	Yes/No/NA/CNBD

Additional Questions for a Final Evaluation:

1.	Engineer's certification of project completion and punch list completion is on file?	Yes/No/NA/CNBD
2.	As-built plans complete and available?	Yes/No/NA/CNBD
3.	Grantee's letter of final acceptance is on file?	Yes/No/NA/CNBD
4.	Grantee has satisfied the output and outcome requirements specified in the EPA grant agreement?	Yes/No/NA/CNBD

Site Map and Photographs: Provide photographs of the project site and active construction work and, where possible, include a rough layout of the project with visited areas clearly labeled and correlated to the photographs.

Attachment 3

Procurement System Review Insert

Please read all footnotes as they may contain important clarifying or supplemental information

Procurement System Information:

a. Grantee representative responsible for procurements:
Name _____ Title _____ Dept. _____
Phone Number _____ E-mail Address _____

Procurement System Review Checklist:

Contract Administration Standards

1.	Does the grantee maintain a contract administration system which ensures that contractors perform in accordance with the terms, conditions, and specifications of their contracts or purchase orders?	Yes/No/NA/CNBD
2.	Does the grantee have contract administration standards that ensure that goods and services are received, approved, and acceptable before payments are made?	Yes/No/NA/CNBD
3.	Does the grantee maintain a written code of standards of conduct governing the performance of their employees engaged in the award and administration of contracts?	Yes/No/NA/CNBD
4.	Does the grantee have written standards of conduct that address potential conflict of interests and include disciplinary action for any individual engaged in conducting and administering contracts or sub awards?	Yes/No/NA/CNBD

General Procurement Standards

5.	Does the grantee provide for a review of proposed procurements to avoid purchase of unnecessary or duplicative goods and services?	Yes/No/NA/CNBD
6.	Does the grantee maintain procurement standards to review lease vs. purchase alternatives (when appropriate)?	Yes/No/NA/CNBD
7.	Does the grantee maintain records sufficient to detail the significant history of procurement, including rationale for the method of procurement, selection of contract type, contractor selection or rejection, and the basis for the contract price?	Yes/No/NA/CNBD
8.	Does the grantee maintain procurement standards that include guidelines for documenting contract files?	Yes/No/NA/CNBD
9.	Does the grantee maintain procurement standards that include an assessment of contractor responsibility including a search in the Excluded Parties List (https://www.sam.gov/portal/public/SAM)?	Yes/No/NA/CNBD
10.	Does the grantee maintain procurement standards that stipulate that no contract will be entered into with parties that are debarred, suspended, or excluded from Federal assistance programs?	Yes/No/NA/CNBD

11. Does the grantee have protest procedures to handle and resolve disputes relating to their procurements?	Yes/No/NA/CNBD
12. Does the grantee maintain procurement standards that require all contracts and agreements contain termination provisions and Federal access to contract records?	Yes/No/NA/CNBD
13. Does the grantee maintain procurement standards that require solicitations have: a clear and accurate description of the services or items to be procured; a clear and accurate scope of work; minimum qualitative technical requirements; and features for materials, products, and services prospective bidders must meet?	Yes/No/NA/CNBD
14. Does the grantee maintain procurement standards that seek full and open competition, without undue restrictions, including the use of statutorily or administratively imposed geographical preferences?	Yes/No/NA/CNBD
15. Does the grantee maintain procurement standards that specify the minimum time period to be provided for the preparation of proposals and bids? If so, specify here: _____	Yes/No/NA/CNBD
16. Does the grantee maintain procurement standards that ensure required contract provisions (listed below) are included in the contract specifications?	
(a) Executive Order 11246 of September 24, 1965, entitled "Equal Employment Opportunity," as amended by Executive Order 11375 of October 13, 1967, and as supplemented in Department of Labor regulations (41 CFR chapter 60). (All construction contracts awarded in excess of $10,000 by grantees and their contractors or subgrantees)	Yes/No/NA/CNBD
(b) Sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327–330) as supplemented by Department of Labor regulations (29 CFR part 5). (Construction contracts awarded by grantees and subgrantees in excess of $2000, and in excess of $2500 for other contracts which involve the employment of mechanics or laborers)	Yes/No/NA/CNBD
(c) All applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 1857(h)), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738. (Contracts, subcontracts, and subgrants of amounts in excess of $100,000)	Yes/No/NA/CNBD
(d) Mandatory standards and policies relating to energy efficiency which are contained in the State energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94–163, 89 Stat. 871)	Yes/No/NA/CNBD
(e) Access by the grantee, the subgrantee, the Federal grantor agency, the Comptroller General of the United States, or any of their duly authorized representatives to any books, documents, papers, and records of the contractor which are directly pertinent to that specific contract for the purpose of making audit, examination, excerpts, and transcriptions	Yes/No/NA/CNBD

(f) Retention of all required records for three years after grantees or subgrantees make final payments and all other pending matters are closed — Yes/No/NA/CNBD

(g) Awarding agency requirements and regulations pertaining to: (a) reporting; (b) patent rights with respect to any discovery or invention which arises or is developed in the course of or under such contract; and (c) copyrights and rights in data — Yes/No/NA/CNBD

17. (a) Does the grantee maintain procurement standards that specify the type of contract to be awarded for different procurement types? — Yes/No/NA/CNBD

    (b) Are the specified contracts appropriate? — Yes/No/NA/CNBD

    (c) Is the use of time and material contracts properly restricted? — Yes/No/NA/CNBD

18. Does the grantee maintain procurement standards that require the grantee to perform and document a cost or price analyses, as applicable, for all procurements? — Yes/No/NA/CNBD

Disadvantaged Business Enterprise (DBE) Standards

19. Does the grantee maintain procurement standards that ensure that DBEs are made aware of contracting opportunities to the fullest extent practicable:

    (a) Does the grantee maintain procurement standards that stipulate advertisement in trade journals or other sources target towards DBEs? — Yes/No/NA/CNBD

    (b) Does the grantee maintain procurement standards that stipulate direct solicitation of DBEs? — Yes/No/NA/CNBD

    (c) Does the grantee maintain procurement standards that provide for other outreach/recruitment activities? If "Yes," explain: — Yes/No/NA/CNBD

    _____

20. Does the grantee maintain procurement standards that arrange time frames for contracts and establish delivery schedules that encourage or enable participation by DBEs (i.e. allowing 30 days for proposal/bid development whenever possible)? — Yes/No/NA/CNBD

21. Does the grantee maintain procurement standards that enable prime contractors to subcontract with DBEs (i.e. by dividing work into smaller tasks/quantities)? — Yes/No/NA/CNBD

22. Does the grantee maintain procurement standards that encourage contracting with a consortium of DBEs when a contract is too large for a single DBE firm to handle individually? — Yes/No/NA/CNBD

23. Does the grantee maintain procurement standards that call upon the services of the Small Business Administration and Minority Business Development Agency for identifying and recruiting DBEs? — Yes/No/NA/CNBD

Noncompetitive Procurement Standards

24.	Does the grantee maintain procurement standards consistent with minimal federal requirements for noncompetitive (sole-source) procurement, including cost analysis and profit negotiation?	Yes/No/NA/CNBD
25.	Does the grantee maintain procurement standards that require documentation of: any lack of competition; any justification for sole-source procurement; and the basis for award and price?	Yes/No/NA/CNBD

Small Purchase Procurement Standards

26.	Does the grantee specify an acquisition threshold for small purchase procurement?	Yes/No/NA/CNBD
27.	Does the grantee have requirements in place which preclude the parceling of same, like or related items for small purchase procurement?	Yes/No/NA/CNBD

Competitive Proposal Procurement Standards

28.	Does the grantee maintain procurement standards consistent with minimal federal requirements for competitive proposal procurement, including the need for identifying all evaluation factors and their relative importance?	Yes/No/NA/CNBD
29.	Does the grantee maintain procurement standards with the requirement to advertise (publish and/or solicit) requests for proposals/qualifications from a sufficient number of current and qualified sources?	Yes/No/NA/CNBD
30.	Does the grantee maintain procurement standards that require profit negotiation when there is no price competition?	Yes/No/NA/CNBD
31.	Does the grantee maintain procurement standards that limit qualifications-based procurement, without consideration of price, to A/E professional services only?	Yes/No/NA/CNBD
32.	Does the grantee maintain procurement standards that allow for retention of an A/E services provider during construction only when either (a) the grantee received a planning or design grant from EPA and procured the A/E firm for that work in accordance with EPA regulations, (b) EPA approved noncompetitive procurement for these services, OR (c) the initial request for planning/design proposals stated the possibility of awarding a construction services sub agreement, the A/E firm was procured in accordance with EPA regulations, there is no conflict of interest between the grantee (including any of the grantee's employees, officers, or agents) and the A/E firm, AND the grantee (including any of the grantee's employees, officers, or agents) did not receive any gratuities or favors from the A/E firm.	Yes/No/NA/CNBD

Sealed Bid Procurement Standards

33.	Does the grantee maintain procurement standards that provide for contract award to the lowest responsive and responsible bidder?	Yes/No/NA/CNBD
34.	Does the grantee maintain procurement standards that provide for the opening of bids the time and place specified in the IFB?	Yes/No/NA/CNBD
35.	Does the grantee maintain procurement standards that provide for a minimum of two bids?	Yes/No/NA/CNBD
36.	Does the grantee maintain procurement standards that specify the minimum bonding requirements (bid, performance and payment bonds)?	Yes/No/NA/CNBD

Attachment 3a

Competitive Proposal Procurement Review Insert

Please read all footnotes as they may contain important clarifying or supplemental information

Project Name: XXXXX

General Contract Information:

a. Contractor name and representative:

Name _____ Firm _____ Title _____
Phone Number _____ E-mail Address _____

b. Contractor on Excluded Parties List? _____

c. Type of contract: _____

d. Contract number: _____

e. Contract amount (original): _____ (current): _____

f. Date contract awarded: _____

g. Request for Proposals (RFP) or Request for Qualifications (RFQ): _____

h. Number of advertisements (including repeat advertisements in the same source): _____

i. Number of days RFP/RFQ was publically advertised (count from date of first publication to closing date): _____

j. Number of potential firms directly solicited (Total) and number of Disadvantaged Business Enterprises (DBEs) firms directly solicited: _____ Total _____ DBEs

k. Number of days between last direct solicitation and closing date: _____

l. Number of proposals received (Total) and number of proposals received from DBE firms: _____Total _____ DBEs

Procurement Review Checklist:

1.	Did grantee perform an independent estimate of contract cost pre-procurement? Explain basis for estimate: _____	Yes/No/NA/CNBD
2.	Is the work described in the RFP/RFQ consistent with the Work Plan submitted to EPA?	Yes/No/NA/CNBD
3.	Does the RFP/RFQ identify the method of award and provide for award only to responsible contractors?	Yes/No/NA/CNBD
4.	Does the RFP/RFQ identify the evaluation factors and their relative importance?	Yes/No/NA/CNBD
5.	Is price included as an evaluation factor?	Yes/No/NA/CNBD
6.	Does the RFP/RFQ identify the type of contract to be awarded?	Yes/No/NA/CNBD

7.	Does the RFP/RFQ include the need to comply with all applicable Acts, Executive Orders, and DBE rules?	Yes/No/NA/CNBD
8.	Does the RFP/RFQ include all language required by the Terms and Conditions of the grant award?	Yes/No/NA/CNBD
9.	Does the RFP/RFQ place requirements on contractors that could restrict competition? If "Yes," Explain: _____	Yes/No/NA/CNBD
10.	a) Did grantee select the responsible contractor having most advantageous proposal?	Yes/No/NA/CNBD
	b) Was price considered as a factor in the selection?	Yes/No/NA/CNBD
11.	Did grantee perform a cost analysis to determine reasonableness of cost?	Yes/No/NA/CNBD
12.	Did grantee negotiate profit?	Yes/No/NA/CNBD
13.	Is the contract type either fixed price or cost plus fixed fee with a ceiling?	Yes/No/NA/CNBD

Noncompetitive Procurement Review Insert

Please read all footnotes as they may contain important clarifying or supplemental information.

Project Name: XXXXX

General Contract Information:

a. Contractor name and representative:

Name _____ Firm _____ Title _____
Phone Number _____ E-mail Address _____

b. Contractor on Excluded Parties List? _____

c. Type of contract: _____

d. Contract number: _____

e. Contract amount (original): _____ (current): _____

f. Date contract awarded: _____

g. Justification for a noncompetitive award: _____

Procurement Review Checklist:

1.	Did grantee perform an independent estimate of project cost pre-procurement?	Yes/No/NA/CNBD
2.	Is the item to be procured available only from a single source?	Yes/No/NA/CNBD
3.	Is there a public exigency or emergency that will not permit a delay resulting from competitive solicitation?	Yes/No/NA/CNBD
4.	Is another justification for noncompetitive procurement provided? If "Yes," explain: _____	Yes/No/NA/CNBD
5.	a) Do the contract/technical specifications clearly describe the project scope (extent with itemized quantities) and reference industrial standards for material quality/construction practices?	Yes/No/NA/CNBD
	b) Are the items (type/quantity) consistent with the Work Plan submitted to EPA?	Yes/No/NA/CNBD
6.	Do the contract specifications include the need to comply with all applicable Acts, Executive Orders, and Disadvantaged Business Enterprise rules?	Yes/No/NA/CNBD
7.	Do the contract specifications include all language required by the Terms and Conditions of the grant award?	Yes/No/NA/CNBD
8.	Did grantee perform a cost analysis and negotiate profit?	Yes/No/NA/CNBD
9.	Is the contract type either fixed price or cost plus fixed fee with a ceiling?	Yes/No/NA/CNBD

Sealed Bid Procurement Review Insert

Please read all footnotes as they may contain important clarifying or supplemental information

Project Name: XXXXX

General Contract Information:

a. Contractor name and representative:

Name _____ Firm _____ Title _____
Phone Number _____ E-mail Address _____

b. Contractor on Excluded Parties List? _____

c. Type of contract: _____

d. Contract number: _____

e. Contract amount (original): _____ (current): _____

f. Date contract awarded: _____

g. Number of advertisements (including repeat advertisements in the same source): _____

h. Number of days Invitation for Bid was publically advertised (count from date of first publication to bid opening date): _____

i. Number of potential contractors directly solicited (Total) and number of Disadvantaged Business Enterprises (DBEs) directly solicited: _____Total _____ DBEs

j. Number of days between last direct solicitation and bid opening date: _____

k. Number of bids received (Total) and number of bids received from DBEs:
_____ Total _____ DBEs

Procurement Review Checklist:

1.	Did grantee perform an independent estimate of project cost pre-procurement?	Yes/No/NA/CNBD
2.	Is the project (type/objective) described in the Notice to Bidders consistent with the Work Plan submitted to EPA?	Yes/No/NA/CNBD
3.	Does the Notice to Bidders identify the time and place of bid opening?	Yes/No/NA/CNBD
4.	Does the Notice to Bidders advertise that the lowest, responsive, and responsible bidder will be selected and clearly establish the basis for determining lowest bid and responsiveness?	Yes/No/NA/CNBD
5.	Does the Notice to Bidders identify the type of contract to be awarded?	Yes/No/NA/CNBD
6.	Were all addenda to the bid package acknowledged by all bidders?	Yes/No/NA/CNBD
7.	Do the contract specifications include the bonding requirements?	Yes/No/NA/CNBD

8.	Do the contract specifications include the need to comply with all applicable Acts, Executive Orders, and DBE rules?	Yes/No/NA/CNBD
9.	Do the contract specifications include all language required by the Terms and Conditions of the grant award?	Yes/No/NA/CNBD
10.	a) Do the contract/technical specifications clearly describe the project scope (extent with itemized quantities) and reference industrial standards for material quality/construction practices?	Yes/No/NA/CNBD
	b) Are the items (type/quantity) consistent with the Work Plan submitted to EPA?	Yes/No/NA/CNBD
11.	Do the contract specifications place requirements on contractors that could restrict competition? If "Yes," Explain: _____	Yes/No/NA/CNBD
12.	Were bids publically opened at the prescribed time and place?	Yes/No/NA/CNBD
13.	Did the grantee receive at least two bids?	Yes/No/NA/CNBD
14.	Did grantee select the lowest bid? If "No," Explain: _____	Yes/No/NA/CNBD
15.	Did grantee perform a price analysis (itemized tabulation of all bid items and summary of bids from all bidders) to determine reasonableness of cost?	Yes/No/NA/CNBD
16.	Is approval of contractor selection documented?	Yes/No/NA/CNBD
17.	Is the contract a fixed-price (lump sum or unit price) contract?	Yes/No/NA/CNBD
18.	Is the contract amount in accordance with the selected contractor's bid?	Yes/No/NA/CNBD
19.	Does the contract include all required bonds (5% bid bond, 100% performance bond, 100% payment bond)?	Yes/No/NA/CNBD
20.	Is a Notice to Proceed signed and dated by both parties?	Yes/No/NA/CNBD

Small Purchase Procurement Review Insert

Please read all footnotes as they may contain important clarifying or supplemental information

Project Name: XXXXX

General Contract Information:

a. Contractor name and representative:

Name _____ Firm _____ Title _____
Phone Number _____ E-mail Address _____

b. Contractor on Excluded Parties List? _____

c. Type of contract: _____

d. Contract number: _____

e. Contract amount (original): _____ (current): _____

f. Date contract awarded: _____

g. Number of quotes solicited and received: _____ Solicited _____ Received

Procurement Review Checklist:

1.	Did grantee perform an independent estimate of project cost pre-procurement?	Yes/No/NA/CNBD
2.	Is the procurement for less than $100,000?	Yes/No/NA/CNBD
3.	Did grantee request quotes from more than one qualified source?	Yes/No/NA/CNBD
4.	a) Do the contract/technical specifications clearly describe the project scope (extent with itemized quantities) and reference industrial standards for material quality/construction practices?	Yes/No/NA/CNBD
	b) Are the items (type/quantity) consistent with the Work Plan submitted to EPA?	Yes/No/NA/CNBD
5.	Do the contract specifications include the need to comply with all applicable Acts, Executive Orders, and Disadvantaged Business Enterprise rules?	Yes/No/NA/CNBD
6.	Do the contract specifications include all language required by the Terms and Conditions of the grant award?	Yes/No/NA/CNBD
7.	Did grantee perform a price analysis to determine reasonableness of cost?	Yes/No/NA/CNBD
8.	Did grantee select the lowest quote or provide justification for selecting other than the lowest quote?	Yes/No/NA/CNBD
9.	Is the contract type either fixed price or cost plus fixed fee with a ceiling?	Yes/No/NA/CNBD

Financial Management Review Insert

Please read all footnotes as they may contain important clarifying or supplemental information.

Accounting Overview

1. Do claimed costs correctly correspond to the eligible cost categories in the grant agreement? Yes/No/NA/CNBD

2. Do claimed costs correctly correspond to the eligible work as described in the EPA Approved work plan? Yes/No/NA/CNBD

Accounting of Procured Services:

1. Is the grantee claiming only those costs incurred through contracts for which EPA (or a representative of EPA) has reviewed procurement? Yes/No/NA/CNBD

2. Does accounting for this project separate ineligible items *(if applicable)* and list engineering costs, administrative costs, legal costs, and actual construction costs by contract? Yes/No/NA/CNBD

3. Do contractor's applications for payment identify:

    a) Payment amount? Yes/No/NA/CNBD

    b) Percent or items of work complete? Yes/No/NA/CNBD

    c) Materials on-site? Yes/No/NA/CNBD

    d) Change orders? Yes/No/NA/CNBD

    e) Verified by A/E? Yes/No/NA/CNBD

4. Do A/E invoices for payment identify:

    a) Payment amount? Yes/No/NA/CNBD

    b) Services provided? Yes/No/NA/CNBD

    c) Percent completed or hours billed? Yes/No/NA/CNBD

    d) Amendments Yes/No/NA/CNBD

5. Are all contractor and A/E invoices and payments documented? Yes/No/NA/CNBD

Accounting of Force Account:

1. Are force account charges included in grantee's reimbursement requests? Yes/No/NA/CNBD
2. Are the grantee's reimbursement requests supported by:
   a) Time sheets for direct labor? Yes/No/NA/CNBD
   b) Invoices for material purchase? Yes/No/NA/CNBD
   c) Invoices for equipment usage? Yes/No/NA/CNBD
3. Do the grantee's time sheets list work under this grant separately from other work done by employees? Yes/No/NA/CNBD
4. Is the grantee adhering to its EPA-approved cost allocation plan/indirect cost proposal? Yes/No/NA/CNBD
5. Is the grantee using an independent resident inspector to inspect construction work? Yes/No/NA/CNBD
6. Does the grantee purchase equipment and materials through an annual contract with a specific vendor? Explain how the grantee procures materials/equipment: Yes/No/NA/CNBD

   _____

Disbursements:

1. Are invoices properly attributed to the appropriate funding sources *(i.e., not double-counted)*? Yes/No/NA/CNBD
2. Are requested grant disbursements from EPA adequately documented and consistent *(within 10%)* with work completed and/or material delivered and stored? Yes/No/NA/CNBD
3. Is reimbursement being requested based on incurred cost and not earlier? Yes/No/NA/CNBD
4. Are all claimed costs (including pre-award costs) within the grant/project period? Yes/No/NA/CNBD
5. Are correct funding percentages being maintained? *(i.e., limited to the % specified in the EPA grant)* Yes/No/NA/CNBD

ATTACHMENT 5

Environmental Review Statutes, Regulations, Executive Orders, and Guidance

Statutes

1. National Environmental Policy Act (NEPA), 42 U.S.C 4321 et seq.
2. Section 309 and/or other sections of the Clean Air Act
3. Section 404 and/or other sections of the Clean Water Act
4. Section 102 and/or other sections of the Marine Protection, Research, and Sanctuaries Act
5. National Historic Preservation Act
6. Archeological and Historic Preservation Act
7. Native American Graves Protection and Repatriation Act
8. American Indian Religious Freedom Act
9. Endangered Species Act
10. Marine Mammals Protection Act
11. Magnuson-Stevens Fishery Conservation and Management Act
12. Fish and Wildlife Coordination Act
13. Migratory Bird Treaty Act
14. Bald and Golden Eagle Protection Acts
15. Coastal Zone Management Act
16. Coastal Barrier Resources Act
17. Safe Drinking Water Act
18. Farmland Protection Policy Act
19. Wild and Scenic Rivers Act
20. Wilderness Act
21. Rivers and Harbor Act
22. Land and Water Conservation Fund Act
23. Noise Control Act
24. Resource Conservation and Recovery Act
25. Comprehensive Environmental Response, Compensation and Liability Act
26. Emergency Planning and Community Right-to-Know Act
27. Pollution Prevention Act
28. Occupation Safety and Health Act
29. Antarctic Science, Tourism, and Conservation Act
30. Trade Act of 2002

Regulations

1. CEQ regulations implementing NEPA, 40 CFR Part 1500
2. EPA regulations implementing NEPA, 40 CFR Part 6
3. EPA regulations on ocean dumping, 40 CFR Parts 220-228
4. EPA regulations on disposal of dredged or fill material, 40 CFR Parts 230-231
5. EPA regulations for the Municipal Wastewater Treatment Works Construction Grants Program, 40 CFR Part 35
6. EPA regulations for Public Participation in programs under the Resource Conservation and Recovery Act, Safe Drinking Water Act, and Clean Water Act, 40 CFR Part 25
7. EPA regulations on the import and export of hazardous wastes, 40 CFR Parts 260-265

8. U.S. Army Corps of Engineers regulations, 33 CFR 320-330

Executive Orders

1. EO 11988 -- Floodplain Management
2. EO 11990 -- Protection of Wetlands
3. EO 12898 -- Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations
4. EO 13045 -- Protection of Children from Environmental Health Risks and Safety Risks
5. EO 11593 -- Protection and Enhancement of the Cultural Environment
6. EO 13175 -- Consultation and Coordination with Indian Tribal Governments
7. EO 13007 -- Indian Seared Sites
8. EO 13186 -- Responsibility of Federal Agencies to Protect Migratory Birds
9. EO 13089 -- Coral Reef Protection
10. EO 13101 -- Greening the Government Through Waste Prevention, Recycling, and Federal Acquisition
11. EO 13148 -- Greening The Government Through Leadership in Environmental Management
12. EO 13123 -- Greening the Government Through Efficient Energy Management
13. EO 13141 -- Environmental Review of Trade Agreements

Guidance

1. U.S. Army Corps of Engineers, Wetlands Delineation Manual, 1987
2. U.S. Fish and Wildlife Service, Habitat Evaluation Procedures (HEP)
3. U.S. Army Corps of Engineers, Hydrogeomorphic (HGM) Approach for Assessing Wetland Functions

ATTACHMENT 6

Sample Table of Contents for Environmental Assessments

Executive Summary

1. **Introduction**
   - 1.1 **Introduction**
   - 1.2 **Background**

1. **Proposed Action**
   - 1.1 **Summary of the Proposed Action**
   - 1.2 **Effluent Limitations and New Source Performance Standards under the MSGP**
   - 1.3 **Documents Incorporated by Reference**

3. **Affected Environment**
   - 3.1 **Introduction**
   - 3.2 **Physical Resources**
     - 3.2.1 Earth Resources
     - 3.2.2 Water Resources
     - 3.2.3 Air Quality
     - 3.2.4 Noise Environment
   - 3.3 **Biological Resources**
     - 3.3.1 Vegetation
     - 3.3.2 Wildlife
     - 3.3.3 Threatened & Endangered Species
     - 3.3.4 Species of Concern
   - 3.4 **Socioeconomic Resources**
     - 3.4.1 Land Use
     - 3.4.2 Population and Housing
     - 3.4.3 Transportation
     - 3.4.4 Demographics
     - 3.4.5 Regional Economy
     - 3.4.6 Cultural Resources
     - 3.4.7 Recreation
     - 3.4.8 Environmental Justice

4. **Environmental Consequences**
   - 4.1 **Introduction**
   - 4.2 **Physical Resources**
     - 4.2.1 Earth Resources
     - 4.2.2 Water Resources
     - 4.2.3 Air Quality
     - 4.2.4 Noise Environment
   - 4.3 **Biological Resources**
     - 4.3.1 Vegetation
     - 4.3.2 Wildlife
     - 4.3.3 Threatened & Endangered Species
     - 4.3.4 Species of Concern
   - 4.4 **Socioeconomic Resources**
     - 4.4.1 Land Use
     - 4.4.2 Population and Housing
     - 4.4.3 Transportation
     - 4.4.4 Demographics
     - 4.4.5 Regional Economy
     - 4.4.6 Cultural Resources
     - 4.4.7 Recreation
     - 4.4.8 Environmental Justice

5. **Cumulative Impacts**

EPA

United States Environmental Protection Agency
Washington, DC 20460

Work Assignment

Work Assignment Number: 1-10

☐ Other ☐ Amendment Number:

Contract Number	Contract Period	Title of Work Assignment/SF Site Name
EP-C-16-003	07/01/2016 To 06/30/2021 Base Option Period Number 1	R2 MS4 Program Support

Contractor: EASTERN RESEARCH GROUP, INC.

Specify Section and paragraph of Contract SOW: See PWS

Purpose:
- [X] Work Assignment
- [ ] Work Assignment Amendment
- [ ] Work Plan Approval
- [ ] Work Assignment Close-Out
- [ ] Incremental Funding

Period of Performance: From 10/26/2017 To 06/30/2018

Comments:

☐ Superfund — Accounting and Appropriations Data — [X] Non-Superfund

Note: To report additional accounting and appropriations date use EPA Form 1900-69A.

SFO (*Max 2*) ☐

Line	DCN (Max 6)	Budget/FY (Max 4)	Appropriation Code (Max 6)	Budget Org/Code (Max 7)	Program Element (Max 9)	Object Class (Max 4)	Amount (Dollars)	(Cents)	Site/Project (Max 8)	Cost Org/Code
1										
2										
3										
4										
5										

Authorized Work Assignment Ceiling

Contract Period: 07/01/2016 To 06/30/2021 Cost/Fee: LOE:

This Action:

Total:

Work Plan / Cost Estimate Approvals

Contractor WP Dated: Cost/Fee LOE:

Cumulative Approved: Cost/Fee LOE:

Work Assignment Manager Name Sieglinde Pylypchuk (Signature) (Date)	Branch/Mail Code: Phone Number: 212-637-4133 FAX Number:	
Project Officer Name Tangela Cooper (Signature) (Date)	Branch/Mail Code: Phone Number: 202-566-0369 FAX Number:	
Other Agency Official Name (Signature) (Date)	Branch/Mail Code: Phone Number: FAX Number:	
Contracting Official Name Brad Heath (Signature) 10/26/2017 (Date)	Branch/Mail Code: Phone Number: 513-487-2352 FAX Number:	

PERFORMANCE WORK STATEMENT
CONTRACT EP-C-16-003
WORK ASSIGNMENT 1-10

TITLE: U.S. EPA Region 2 Municipal Separate Storm Sewer System (MS4) Program Support

WORK ASSIGNMENT CONTRACTING OFFICER'S REPRESENTATIVE (WACOR):

Name: Sieglinde Pylypchuk **Phone:** 212-637-4133 **E-mail:** pylypchuk.sieglinde@epa.gov	**USPS Mailing Address** Clean Water Division U.S. Environmental Protection Agency, Region 2 290 Broadway New York, NY 10007

ALTERNATE WORK ASSIGNMENT CONTRACTING OFFICER'S REPRESENTATIVE (AWACOR):

Name: Maureen Krudner **Phone:** 212-637-3874 **E-mail:** krudner.maureen@epa.gov	**USPS Mailing Address** Clean Water Division U.S. Environmental Protection Agency, Region 2 290 Broadway New York, NY 10007

PERIOD OF PERFORMANCE: October 26, 2017 through June 30, 2017

ANTICIPATED LEVEL OF EFFORT (LOE): 215 hours

BACKGROUND: Municipal Separate Storm Sewer System (MS4) permits in the Commonwealth of Puerto Rico are issued by the U.S. Environmental Protection Agency (EPA) Region 2.

EPA's MS4 program is vital to protecting human and environmental health because polluted stormwater runoff is commonly transported through MS4s and the often discharged, untreated, into local water bodies. To prevent harmful pollutants from being washed or dumped into MS4s, specific types of operators are required to obtain NPDES permits and develop stormwater management programs. In the Commonwealth of Puerto Rico, the MS4 permits are issued by the U.S. Environmental Protection Agency Region 2.

PURPOSE AND OBJECTIVE

During the period of performance, the contractor, under this Work Assignment, will provide support for EPA Region 2 for MS4 program support in Puerto Rico. The contractor will ensure compliance with Agency standards.

SCOPE OF WORK

TASK 0: WORK ASSIGNMENT MANAGEMENT

The contractor shall routinely provide performance updates, estimated costs, level of effort (LOE) and key deliverables upon request from EPA's Work Assignment Contracting Officer's Representative (WACOR) and/or Alternative WACOR for all ongoing tasks. Regularly scheduled bi-weekly conference calls and in-person meetings, as needed, will be coordinated between EPA's WACOR and the contractor to discuss the work assignment and progress of tasks. In addition, the contractor shall provide a monthly progress report that includes implementation plan(s); issues encountered and lessons learned regarding the progress of all tasks, the tracking of expenditures, and any other administrative activities, as requested.

Deliverables: The contractor shall provide a monthly progress report that will include a description of the work completed during the month. The contractor shall maintain a cumulative list of all technical directives. The contractor shall report in accordance with Contract Reporting Requirements.

TASK 1: Puerto Rico Municipal Separate Storm Sewer System (MS4) Audits and Evaluations.

The Contractor shall conduct MS4 audits in Puerto Rico, as directed, and shall assess the permittee's performance under the 2016 Small MS4 General Permit.

The Contractor will conduct MS4 audits in Puerto Rico, as directed. The Contractor shall assess the permittee's performance under the 2016 Small MS4 General Permit applicable in Puerto Rico. In performing this assessment, at a minimum, the following will be done:

- Discussion with R2 official about the scope of the MS4 audits,
- Interview of municipal staff and review file materials related to the municipality's current and past implementation activities,
- Select a number of municipal activities located within the jurisdiction for inspection, and
- Observe municipal staff as they implement these activities.

The Contractor shall document the results of the MS4 audits with photos, GPS plots of known facilities, and other means, as appropriate.

The Contractor shall provide a written report summarizing the results of each MS4 audit, including all of the data, photographs and information collected during the MS4 audit and checklists used on-site. The report shall identify any violations of Section 301 and 402(p) of the

Clean Water Act, and applicable Small MS4 General Permit requirements, as well as provide recommendations related to additional pollution controls that are needed to comply with applicable general permit requirements.

Deliverables:

1) The Contractor shall participate in tele- or web-meetings with EPA R2, as needed, prepare meeting notes and provide those notes to EPA R2 within 3 business days of the meeting.
2) Within 7 days of each audit, the Contractor will provide a brief summary of the audit's findings (via email).
3) A draft report, including all the data, photographs, and information collected during the audit and checklists used on-site, will be provided to EPA within 45 days of the completion of the MS4 audit. EPA will review all draft reports and provide comments to the Contractor. Within 15 days of receipt of EPA's comments, the Contractor will incorporate EPA's comments and provide an electronic final report to EPA.

In the week following each audit, the Contractor will provide a brief summary of the audit's findings, including the most relevant non-compliance findings, if applicable (via email).

DELIVERABLES REQUIRED AND SCHEDULE FOR COMPLETION OF TASKS

Task	Item Require	Due Date	Number of Copies and Format Requirements
0	Monthly progress report	Last week day of each month	Electronic, Word Format or PDF
1	Participate in regular tele- or web-meetings with EPA R2 to discuss technical and administrative edits and provide meeting notes to EPA R2	Submit meeting notes with 3 working days of the meeting	Electronic, Word format
1	Summary of audit's findings (via email)	Within 7 days of the completion of the MS4 audit	Electronic, Word format
1	Draft audit report, including all data, photographs, and information collected during the on-site	Within 45 days of completion of the MS4 the audit	Electronic, Word format

1	Final audit report	Within 15 days of receipt of EPA's comments on the draft audit report	Electronic, Word format or PDF

The Contractor shall notify the CO and WACOR in writing when 75% of the authorized work assignment LOE/labor hours have been expended.

CONTRACT PWS REFERENCE

See Contract Performance Work Statement, Task 9.

ANTICIPATED TRAVEL REQUIREMENTS

This Work Assignment includes travel to Puerto Rico for the purpose of completing the on-site MS4 audits. The Contractor will stay in San Juan or the surrounding area for a minimum of 4 full, work days (i.e., arrive Sunday, conduct audits Monday through Thursday, depart Friday). This may be extended an additional work day, upon written approval by EPA.

ADDITIONAL REQUIREMENTS:

Office direct costs (ODCs) for copying, postage/courier, supplies, computer usage, and graphics are allowed. No other ODCs are allowable as a direct charge to this delivery order without the prior written approval of the Contracting Officer (CO).

Upon issuance of written technical direction, the Contractor shall submit for inspection of all work in progress at any time under this work assignment. The Contractor shall develop and maintain files supporting each task.

The contractor shall contact the CO and/or the CL-COR by telephone to discuss any problems that may adversely affect the work on this Work Assignment. Within five (5) calendar days the contractor shall follow the phone call with a brief written explanation of the problem, including any actions already taken, and/or recommended solutions to correct the problem. Written explanation shall be made available to the CO and the CL-COR.

CONTRACTOR IDENTIFICATION

To avoid any perception that contractor personnel are EPA employees, the contractor shall assure that contractor personnel are clearly identified as independent contractors of EPA when attending meetings with outside parties or visiting field sites.

CONTROL REQUIREMENTS

Quality Assurance Project Plan (QAPP):

Publishing on the NPDES website does not require a QAPP, since the people who generate the

data are responsible for the data's quality, and it is their responsibility to develop a QAPP, if one is needed for their primary data uses. The contractor shall provide source references for data that is published on the website.

Organizational Conflict of Interest:

The Contractor shall warrant 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. See contract clause 1552.209-71 Organization of Conflict of Interest.

Notification of Conflicts of Interest Regarding Personnel:

The Contractor shall immediately notify the CL-COR 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 the 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. See Section H.4, contract clause EPAAR 1552.209-73 Notification of Conflict of Interest.

Enforcement Sensitive Information:

The contractor recognizes that contractor employees in performing tasks specified by this WA may have access to data/information, either provided by the government or first generated during contract performance, of enforcement sensitive nature which should not be released to the public without Environmental Protection Agency (EPA) approval. Enforcement sensitive refers to records or information compiled for law enforcement purposes (whether administrative, civil or criminal), the disclosure of which could reasonably be expected to interfere with the enforcement action. It is imperative that all contractor personnel, including but not limited to, subcontractor and consultant personnel assigned to work on this contract and/or WA, or with access to materials developed pursuant to such efforts, understand that this information is confidential and any disclosure or misuse of the information may result in prosecution to the fullest extent of the law. All contractor personnel are expected to exercise due diligence in safeguarding, handling or disposing of any such information.

Project Employee Confidentiality Agreement

The contractor agrees that the contractor employee will not disclose, either in whole or in part, to any entity external to the 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 CL-CPR. 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 take action to prevent such disclosure. Such agreements shall be effective for the life and for a period of five (5) years after completion of the contract.

Handling of Confidential Business Information (CBI)

Contractor's access to TSCA CBI must comply with the procedures set forth in the TSCA CBI Security Manual. Likewise, access to FIFRA CBI shall follow the security procedures set forth in the FIFRA Information Security Manual.

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.

All files or other information identified as Confidential Business Information (CBI) shall be treated as confidential and kept in a secure area with access limited to only contractor personnel directly involved in the case or special project assignment. The contractor, subcontractor, and consultant personnel are bound by the requirements and sanctions contained in their contracts with the EPA and in EPA's confidentiality regulations found at 40 CFR Part 2, Subpart B. The contractor subcontractors, and consultant must adhere to EPA-approved security plans which describes procedures to protect CBI, and are required to sign non-disclosure agreements before gaining access to CBI.

All official data, findings, and results of investigations and studies completed by the contractor shall be available for EPA and DOJ internal use only. The contractor shall not release any part of such data without the written direction of the WACOR.

Conference/Meeting Guidelines and Limitations

The contractor shall immediately alert the WACOR to any anticipated event under the work assignment which may result in incurring an estimated $25,000 or more cost, funded by EPA, specific to that event, meeting, training, etc. Those costs would include travel of both prime and consultant personnel, planning and facilitation costs, AV and rental of venue costs, etc. The WACOR will then prepare approval internal paperwork for the event and will advise the contractor when appropriate signatures have been obtained. At that point, effort can proceed for the event. If the event is being sponsored by another EPA organization, the organization providing the planning is responsible for the approval.

PERFORMANCE SURVEILLANCE PLAN			
Performance Requirement	**Measurable Performance Standards**	**Surveillance Methods**	**Incentives/Disincentives**
Management and Communications: During the life of this work assignment, the Contractor shall notify EPA immediately of any issues that may impact the timeliness of deliverables of the problems associated with the development of deliverables.	The Contractor shall maintain contact with the WACOR throughout the performance of the work assignment. The contractor shall identify to the WACOR any delays with regard to deliverables not less than one week prior to the deliverable date that has been established in the work assignment or technical direction document. The contractor shall identify to the WACOR any issues or concerns that have a direct impact on project schedules within three (3) days of occurrence. The contractor shall provide options for EPA's consideration on resolving or mitigating the impacts identified.	The WACOR and CL-COR (as necessary) will allocate the time needed to discuss and address all issues identified by the Contractor. The WACOR and CL-COR will document and maintain a complete record of the issues, agreements and outcome. The WACOR and CL-COR will review monthly progress reports for indicators of problems not previously mentioned. The WACOR will also monitor the timely receipt of deliverables. For those that are late without prior notice, the EPA will formally document to the Contracting Officer the late delivery.	If the contractor fails to implement corrective actions after EPA identifies and provided written documentation of performance issues, EPA will rate this performance category "unsatisfactory." If three or more the active work assignments for the period are rated unsatisfactory, EPA will rate the Business Relations category as unsatisfactory in the CPARS Contract Performance System.
Cost Management and Control: The Contractor shall perform all work in an efficient and cost effective manner, applying cost control measures where practical.	The Contractor shall monitor, track and accurately report level of effort, labor cost, other direct cost and fee expenditures to EPA through monthly progress reports and approved special reporting requirements. The Contractor shall assign appropriately leveled and skilled personnel to all tasks. The contractor should not exceed established work assignment ceilings and, in general,	The CL-COR will routinely meet with the Contractor's Project Manager to discuss the work progress and contract and individual work assignment level expenditures. The CL-COR and WACOR shall review the Contractor's monthly progress reports and request the Work Assignment Contracting Officer's Representative to ensure	EPA will thoroughly review work assignment funding ceiling overruns to determine the contractor's ability to control the situation. If EPA determines that the contractor failed to control cost, the contractor will be rated "unsatisfactory" in this category. Multiple incidents of work assignment overrun that result in an overall cost overrun of greater than 4% of the approved total work assignment funding for the

	should expend dollars and hours at similar ratios. If either the expenditure of hours or dollars deviates significantly, the contractor shall provide an explanation in its Monthly Progress Report.	that ceilings are not exceeded, that progress is being made, and that the contractor is effectively utilizing the LOE provided under the work assignment.	current contract period, will result in an unsatisfactory rating in the CPARS Contract Performance System.
Quality of Product/Services: The contractor shall ensure documents developed under this task order are quality products that are factual and based on sound science and engineering principles.	Products delivered under this work assignment must not contain any major factual errors. The analyses provided in each product shall be logical, consistent, and defensible.	The WACOR will review all documents delivered under this work assignment for content accuracy.	If EPA determines that the contractor's analyses is factually inaccurate or if significant technical errors are found in any documents produced by the contractor, EPA may determine that the cost associated with redoing the work shall be borne by the contractor. Multiple incidents of this nature under the contract will result in an unsatisfactory rating for Quality and Manage Control being reported to the CPARS Contract Performance System.

EPA

United States Environmental Protection Agency
Washington, DC 20460

Work Assignment

Work Assignment Number: 1-12

☐ Other ☐ Amendment Number:

Contract Number	Contract Period	Title of Work Assignment/SF Site Name
EP-C-16-003	07/01/2016 To 06/30/2021 Base Option Period Number 1	Decentralized Wastewater

Contractor: EASTERN RESEARCH GROUP, INC.

Specify Section and paragraph of Contract SOW: See PWS

Purpose:
- [X] Work Assignment
- [ ] Work Assignment Amendment
- [ ] Work Plan Approval
- [ ] Work Assignment Close-Out
- [ ] Incremental Funding

Period of Performance: From 01/23/2018 To 06/30/2018

Comments:

☐ Superfund — Accounting and Appropriations Data — [X] Non-Superfund

Note: To report additional accounting and appropriations date use EPA Form 1900-69A.

SFO (*Max 2*) ☐

Line	DCN (Max 6)	Budget/FY (Max 4)	Appropriation Code (Max 6)	Budget Org/Code (Max 7)	Program Element (Max 9)	Object Class (Max 4)	Amount (Dollars)	(Cents)	Site/Project (Max 8)	Cost Org/Code
1										
2										
3										
4										
5										

Authorized Work Assignment Ceiling

Contract Period: 07/01/2016 To 06/30/2021 Cost/Fee: LOE:

This Action:

Total:

Work Plan / Cost Estimate Approvals

Contractor WP Dated: Cost/Fee LOE:

Cumulative Approved: Cost/Fee LOE:

Work Assignment Manager Name Heidi Faller (Signature) (Date)	Branch/Mail Code: Phone Number: 202-566-1089 FAX Number:	
Project Officer Name Tangela Cooper (Signature) (Date)	Branch/Mail Code: Phone Number: 202-566-0369 FAX Number:	
Other Agency Official Name (Signature) (Date)	Branch/Mail Code: Phone Number: FAX Number:	
Contracting Official Name Brad Heath (Signature) (Date) 1/23/2018	Branch/Mail Code: Phone Number: 513-487-2352 FAX Number:	

PERFORMANCE WORK STATEMENT
CONTRACT EP-C-16-003
WORK ASSIGNMENT 1-12

TITLE: Technical Support to OWM's Decentralized Wastewater Program

WORK ASSIGNMENT CONTRACTING OFFICER'S REPRESENTATIVE (WACOR):

COR Name: Heidi Faller **Phone:** (202) 566-1089 **Fax:** (202) 501-2397 faller.heidi@epa.gov	**USPS Mailing Address** U.S. EPA Office of Wastewater Management Mail Code: 4204M 1200 Pennsylvania Avenue, NW Washington, D.C. 20460-0001	**Courier Address** U.S. EPA Office of Wastewater Management WJC East Building Room #7225B 1201 Constitution Avenue, NW Washington, D.C. 20004

ALTERNATE WORK ASSIGNMENT CONTRACTING OFFICER'S REPRESENTATIVE (ALTERNATE WACOR):

COR Name: Zachary Lowenstein **Phone:** (202) 564-0360 **Fax:** (202) 501-2397 lowenstein.zachary@epa.gov	U.S. EPA Office of Wastewater Management Mail Code: 4204M 1200 Pennsylvania Avenue, NW Washington, D.C. 20460-0001	U.S. EPA Office of Wastewater Management WJC East Building Room #7225D 1201 Constitution Avenue, NW Washington, D.C. 20004

PERIOD OF PERFORMANCE: January 23, 2018 through June 30, 2018

BACKGROUND: Communities across the U.S., large and small, rural and urban, face significant water quality and public health problems from onsite/decentralized wastewater systems (commonly called septic systems). One of the greatest challenges that small and rural communities face is the improper operation and maintenance of septic systems, leading to system malfunctions. In 1997, EPA published a "*Response to Congress on the Use of Decentralized Wastewater Treatments Systems*." EPA concluded that these systems can provide protection of the environment and public health at lower costs and are suitable for differing site conditions and ecologically sensitive areas. Several major impediments were observed for improving the system's acceptance, such as lack of awareness and public misperception of decentralized systems. Approximately 20 percent of all U.S. households (or 1 in 5 homes) and 16 percent of new housing units are served by individual decentralized systems, according to the *2015 US Census Bureau's American Housing Survey (AHS)*. About half of the existing decentralized systems are more than 30 years old, also per the AHS. The population is increasing and shifting geographically in areas that are least prepared to meet the demand. Protecting and preserving the

nation's water infrastructure is critical to our economic future, human health and fulfilling the mandates of the Clean Water Act (CWA). Decentralized wastewater systems can be protective of public health and water quality if they are properly planned, sited, designed, installed and maintained.

EPA issued a Program Strategy for the Decentralized Wastewater Program on January 12, 2005 for improving the performance of decentralized wastewater treatment systems. This strategy identifies EPA's vision, mission and actions to improve the performance of decentralized wastewater treatment systems. One of the components of the Program Strategy is a Memorandum of Understanding (MOU) between EPA and organizations involved in managing decentralized wastewater systems. The MOU is intended to upgrade the professionalism within the industry and facilitate collaboration between EPA Headquarters, EPA Regions, state and local governments, and national organizations representing practitioners in this area, leading towards efforts to improve system performance and education of the users of these systems.

The original MOU was created in 2005 to improve the overall performance and management of decentralized systems through facilitated collaboration between EPA Headquarters, EPA Regions, state and local governments, and national organizations representing practitioners in this industry. The MOU was renewed for the fourth time in November 2017, with the total number of MOU Partners at eighteen. These MOU partners have effectively worked together to facilitate information exchange on system technology, collaborate on training efforts, promote public awareness on septic system care and maintenance, and produce materials on decentralized systems.

The contractor must be experienced in facilitating groups to accelerate the adoption and promotion of results-oriented actions through building agreements on high-level goals, guiding principles, and overarching strategy. The contractor shall have expertise in creating an even-handed and transparent process that holds parties to an agreement with meaningful principles and strategies that will lead to action. The contractor will utilize and implement products developed by the previous contractor. The contractor must be experienced in outreach and marketing to assist with implementing EPA's public awareness strategy using the partner organizations' outreach networks. The contractor must have expertise in decentralized wastewater management issues and technologies, including experience in the planning, development, roll-out and strategies associated with marketing materials for SepticSmart Week and SepticSmart materials for website display. The contractor must also have experience in conducting meetings with the MOU Partners and facilitating communication with them to obtain input on products and produce final materials.

PURPOSE AND OBJECTIVE

The focus of this project is to provide technical support for the program activities associated with OWM's Decentralized Wastewater Program. The program goals include: to facilitate collaboration and communication between EPA and the partner organizations of the Memorandum of Understanding (MOU) involved in managing decentralized wastewater systems (commonly referred to as septic systems); to plan, prepare and develop marketing materials, schedules and activities for SepticSmart Week 2018 and 2019; to plan, prepare and facilitate a

one-day Listening Session on Support for Decentralized Wastewater Education; to provide graphic and editing support on draft EPA documents such as the Decentralized Demonstration Project Compendium; to provide strategic support to EPA and its partners to develop and execute a workplan to achieve the Partners 2017-2020 Priority Goals; and to support the other activities and goals of EPA's 2005 Decentralized Program Strategy. This project supports the Clean Water Act (CWA) and is funded by the Office of Water, Office of Wastewater Management, Water Infrastructure Division, Sustainable Communities and Infrastructure Branch.

SCOPE OF WORK

The WACOR expects that the contractor will perform routine facilitation and support tasks for the EPA Decentralized Wastewater MOU Partnership. Examples of these tasks include, but are not limited to: agenda development for conference calls and meetings; scheduling conference calls or meetings with partners and EPA staff; planning conversations between EPA staff and partnership members; facilitation of conference calls, meetings or webinars; distribution of background and conference call materials; coordination of presentations for conference calls, meetings or webinars; distributing updated materials to partnership members; providing updates of informational materials based on partner or EPA staff input; maintaining and updating a contact list of MOU partner contacts; preparing meeting summaries from conference calls or meetings, including next steps, assignments, decisions made and schedules; identifying updated materials to add to the website or providing suggestions on location and display of information on the website; performing research, collation and/or compilation of data and information for fact sheets, position papers or brochures; data and information analysis for papers and presentations; writing and editing drafts of papers and presentations, including developing graphics, formatting and graphic design; and maintaining partnership communication materials such as event calendars, input for newsletters and designing materials for display on partners websites. Further clarification to any of the below tasks will be provided by the WACOR via written technical direction to the contractor.

TASK 0: WORK ASSIGNMENT MANAGEMENT

The contractor shall routinely provide performance updates, estimated costs, level of effort (LOE) and key deliverables upon request from EPA's Work Assignment Contracting Officer's Representative (WACOR) and/or Alternative WACOR for all ongoing tasks. Regularly scheduled bi-weekly conference calls and in-person meetings, as needed, will be coordinated between EPA's WACOR and the contractor to discuss the work assignment and progress of tasks. In addition, the contractor shall provide a monthly progress report that includes: implementation plan(s); issues encountered and lessons learned regarding the progress of all tasks; progress made as listed by individual task; tracking of expenditures; hours expended by task, including budgeted hours, current and total hours used; and any other administrative activities, as requested.

The Contractor shall select a service provider or team to act and provide services as described in the SOW in consultation with the Contract-Level Contracting Officer's Representative (CL-COR) and Work Assignment Contracting Officer's Representative (WACOR). The dispute resolution professional shall have the following experience, skills, knowledge or educational background: The contractor must be experienced in facilitating groups to accelerate the adoption

and promotion of results-oriented actions through building agreements on high-level goals, guiding principles, and overarching strategy. The contractor shall have expertise in creating an even-handed and transparent process that holds parties to an agreement with meaningful principles and strategies that will lead to action. The contractor will utilize and implement products developed by the previous contractor. The contractor must have expertise in decentralized wastewater management issues and technologies, including experience in the planning, development, roll-out and strategies associated with marketing materials for SepticSmart Week and SepticSmart materials for website display.

The contractor shall meet with the WACOR and other OWM project personnel to discuss goals to accomplish the work assignment. The WACOR will provide material at this meeting on the Decentralized Program and the partner organizations involved in the MOU. The contractor shall bring all key personnel who shall participate in the project to this 'kick-off' meeting via conference call, within five (5) business days after the work assignment is issued. The contractor will incorporate meeting discussions into a draft meeting summary which shall include milestones, target dates, and deliverables within ten (10) business days after the meeting. The final summary shall be produced within five (5) business days after review and comment on the draft summary by the WACOR.

The contractor shall submit a work plan in accordance with the requirements of this contract. The work plan shall include:

- Procedures for substitution of labor categories in the event of temporary or permanent personnel changes.
- Outline of quality assurance/quality control procedures for deliverables.
- Information on Conflict of Interest checks for the proposed provider.
- Budget information by option period in projects that will phased over a longer period of performance.

The prime contractor shall be responsible for oversight of deliverables on this Work Assignment and shall be responsible for transmission of monthly reports and invoices as required by the contract. The contractor shall specify level of detail in monthly progress reports, such as progress broken out by task or sub-task, status of deliverables, and a break-down of hours used by task (allocated, used, remaining). No monthly report will be required in months with no substantive work.

For all tasks, the contractor will provide all source files, original images and content in the appropriate software format to EPA with final deliverables. All file deliverables, both draft and final, shall be in EPA accessible software. The contractor shall print certain materials as requested by the WACOR, under definition of "desktop publishing" (definition from 1552.208-70). The contractor must be familiar with the EPA's Office of Public Affairs (OPA) guidelines, standards, best practices, technical requirements for website design and publications and all deliverables should comply. OPA's guidelines can be found at:
http://yosemite.epa.gov/OEI/webguide.nsf/homepage

The contractor shall facilitate all plenary sessions, subcommittees, workgroups, conference calls or web communications meetings. As facilitator, the contractor shall assist participants in articulating their interests, identifying areas of agreement, and developing consensus solutions to the problems that divide them. As facilitator, s/he shall keep the parties talking, listening, and moving--as much as possible-- towards the goal of the process. **THE FACILITATOR SHALL NOT TAKE A POSITION ON THE MERITS NOR RECOMMEND TO THE PARTIES WHAT THE SUBSTANTIVE RESOLUTION OF AN ISSUE SHOULD BE.**

The contractor shall not interpret EPA policy on behalf of the EPA or make decisions on items of policy, regulation or statutes. The contractor shall provide or arrange for the participation of subject matter specialists, panelists or presenters necessary to the goal of the project. In reaching out to these outside parties, the contractor shall identify themselves as contractors to EPA and not as EPA employees.

As directed by the WACOR, the contractor shall participate in a post-process debriefing with EPA officials, including the CL-COR, WACOR and Technical Directive and relevant EPA management, to discuss lessons learned and next steps.

Deliverables: A final meeting summary fifteen (15) business days after final Work Assignment approval. Monthly progress reports shall be submitted the last week day of each month.

TASK 1: Meetings and Conference Calls

Subtask 1A: Decentralized MOU Partnership

The contractor shall attend and conduct regularly scheduled conference calls (up to six (6) annually) of the full Decentralized MOU Partnership which includes developing agendas based on partner input, facilitating discussions during the meeting, developing and distributing meeting minutes, and keeping partner representatives engaged. The contractor shall follow up on identified action items following the meeting or conference call to ensure all appropriate actions are taken within a reasonable time frame. The contractor shall complete a draft of the meeting summary notes within five (5) business days for EPA review**. Meeting notes, including drafts, shall undergo thorough review for punctuation, grammar, spelling, completeness, etc. by the contractor prior to EPA review.**

The contractor shall communicate in person, by phone or in writing with participants and between meetings to ensure that issues and concerns have been communicated accurately and that participants are adequately prepared for the next meeting. The contractor shall keep confidential that information which parties specify as confidential.

Deliverables: The contractor shall provide a draft meeting agenda two weeks prior to the meeting, and a final agenda one week prior to the meeting. The contractor shall provide draft meeting summary notes five (5) business days after meeting has completed.

Subtask 1B: Team Conference Calls

The contractor shall attend weekly team conference calls with the WACOR and other EPA staff as appropriate. No weekly phone calls will be required in weeks of no substantive work.

Deliverables: The contractor shall send action items from weekly team conference calls/ meetings via email within two (2) business days of call/meeting.

TASK 2: Product Development

The contractor shall support the development of 4 – 6 products identified via written technical direction from the WACOR which may include, but are not limited to, fact sheets, position papers, articles, etc. by drafting material and obtaining comments on draft documents. **All products, including drafts, shall undergo thorough review for punctuation, grammar, spelling, completeness, etc. by the contractor prior to EPA review.**

Deliverables: The contractor shall develop two drafts and one final draft with input from all partners of each of the developed products. It is expected that all final deliverable materials will be 508-compliant and meet the respective OPA guidelines, as appropriate.

TASK 3: Webcast Series

The contractor shall support the development, scheduling, and presentation of quarterly webinars (up to four per year) identified in written technical direction from the WACOR and shall collect, develop and distribute related materials to be determined by the partners. As directed by the WACOR, the contractor may be requested to make existing pre-recorded webinars 508-compliant.

Deliverables: The contractor shall record each webcast and provide the appropriate 508-compliant files for the webcast to be made available on the EPA website. It is expected that all final deliverable materials will meet the respective OPA guidelines, as appropriate. The contractor shall send all final webinar materials within seven (7) business days of webcast.

TASK 4: Workgroups for MOU Partnership Priorities

The WACOR shall provide the contractor with written technical direction to initiate support to workgroups on the six (6) Decentralized MOU Partnership priorities. The contractor shall attend and participate in the scheduled conference calls for the (6) workgroups. The agendas and actions of the calls will be directed by the leads for each workgroup. The contractor shall coordinate with the lead person for each workgroup to encourage forward progress, keep track of actions items and provide and communicate milestones to the lead, workgroup members and WACOR. The contractor will perform support to the workgroup on specific tasks and actions, per consultation and direction from the WACOR.

Deliverables: The contractor shall provide conference call meeting summary notes five (5) business days after each meeting has completed.

TASK 5: Key Partners

In consultation with the WACOR, the contractor shall contact key MOU partners to discuss the technical or substantive issues involved in preparing for the MOU or Workgroup meetings, timing, schedule, and other parties potentially involved. The contractor may distribute background information provided by the WACOR on the issues or process.

Deliverables: The contractor shall provide weekly updates to WACOR as appropriate.

TASK 6: SepticSmart Week 2018 & 2019

The contractor shall support the planning, preparation, development, and marketing of outreach materials, including graphics, for the SepticSmart program and SepticSmart Week, September 17-21, 2018. Materials include, but are not limited to, brochures, factsheets, user guides, PSAs, articles, curriculum, YouTube videos, press releases, etc. The WACOR will provide technical direction outlining the exact documents to be developed by the contractor. The contractor shall identify expert content from the https://www.epa.gov/septic website and work with the WACOR to identify or create new content for use in the SepticSmart week materials. The contractor shall review previous SepticSmart materials and provide recommendations and ideas for creating new products to the WACOR. Content design and development may include planning materials or concepts for SepticSmart Week 2019.

Deliverables: The contractor shall develop two drafts and one final draft of each SepticSmart Week product. It is expected that all final deliverable materials will be 508-compliant and meet the respective OPA guidelines, as appropriate.

TASK 7: Decentralized Demonstration Project Compendium

The contractor shall support the preparation and development of this compendium document, including graphic design, and document formatting. These materials must be made 508-compliant, to be posted on EPA's website. The WACOR shall provide the contractor with written technical direction to initiate support for the compendium. The final product will be approximately 60 pages in length and include graphics, images and/or other illustrations. The compendium shall be completed by early Spring 2018. EPA will provide the contractor with the content for the compendium document.

Deliverables: The contractor shall develop two drafts and one final draft. The contractor shall provide a minimum number of copies in print. It is expected that all final deliverable materials will be 508-compliant and meet the respective OPA guidelines, as appropriate.

TASK 8: Listening Session on Supporting Decentralized Wastewater Education

The WACOR shall provide the contractor with written technical direction to initiate support for the Listening Session. The contractor shall support the planning, preparation, organization and facilitation of a one-day meeting with a panel of experts on decentralized wastewater education. In consultation with the WACOR, the contractor shall contact key MOU partners, academics and industry representatives to present and participate in the Listening Session. The contractor will prepare a draft agenda for review by the WACOR and panel of experts. The Listening Session

shall occur in Summer 2018. The contractor will prepare specific products and perform support to the expert panel on specific tasks and actions, per consultation and direction from the WACOR. The contractor shall complete a draft of the meeting summary notes within five (5) business days for EPA review**. All products, including drafts, shall undergo thorough review for punctuation, grammar, spelling, completeness, etc. by the contractor prior to EPA review.**

Deliverables: The contractor shall develop two drafts and one final draft of each of the listening session materials. The contractor shall provide draft meeting summary notes five (5) business days after meeting has completed. It is expected that all final deliverable materials will be 508-compliant and meet the respective OPA guidelines, as appropriate.

Task 9: MOU Partners Priorities Plan 2017-2020

The WACOR shall provide the contractor with written technical direction to initiate the development of a priorities planning document. In consultation with the WACOR, the contractor shall develop an outline for a plan to support the goals, priorities and purpose of the MOU. Partner input from the MOU Renewal Meeting (November 2017) should be considered in developing the plan. The contractor shall facilitate conference calls with the Partners to solicit input on strategic actions and activities that support the purpose of the MOU. The contractor will prepare a draft document and circulate it to the Partners and WACOR for review, edit and comment prior to preparing the final. The final priorities document will be 3-6 pages in length and include color graphics, photos and other images.

Deliverables: The contractor shall develop two drafts and one final draft of the MOU Priorities Plan. It is expected that all final deliverable materials will be 508-compliant and meet the respective OPA guidelines, as appropriate.

DELIVERABLES REQUIRED AND SCHEDULE FOR COMPLETION OF TASKS

The contractor shall send EPA all reports in accordance with the terms of the basic contract and the schedule set out below. The contractor shall provide a work plan within the schedule provided in the basic contract and set out below.

Copies of all reports, meeting notices, agenda, summaries and any other written deliverables shall be sent to both the CL-COR and the WACOR listed below. If oral briefings are scheduled for EPA staff, the CL-COR shall be notified in time to attend.

All reports shall be provided first in draft form. **The contractor is expected to thoroughly review all products, including drafts, for punctuation, grammar, spelling, completeness, etc. prior to EPA review.**

Upon receipt of comment from the EPA CL-COR and WACOR, the contractor shall revise the report or deliverable and distribute final copies as stated in the Scope of Work.

Submission dates for transmittals may be changed via written technical direction from the WACOR. Submission dates for deliverables may only be changed via modification issued by the Contracting Officer.

Unless otherwise indicated in the schedule, draft products are expected to be sent to the WACOR 5 days following the conference call, meeting or event. Final deliverables are expected 5 days following receipt of WACOR's comments.

Schedule:

Task	Item	Due No Later Than	Type
0	Draft Kick-off Conference Call Notes	5 days after meeting	Transmittal
0	Final Kick-off Conference Call Notes	5 days after receipt of comment	Deliverable
0	Work Plan	In accordance with contract requirements	Deliverable
0	Monthly Progress Report	Last week day of each month	Deliverable
1A	Draft Meeting Agenda	2 weeks before meeting	Transmittal
1A	Final Meeting Agenda	1 week before meeting	Transmittal
1A	Meeting Handouts	Per WACOR direction	Transmittal
1A	Draft MOU Partner Meeting Notes	5 days after meeting	Transmittal
1A	Final MOU Partner Meeting Notes	5 days after receipt of WACOR comment	Deliverable
1B	Action Items after Team Calls	2 days after call	Transmittal
2	Partnership working documents	Per WACOR direction	Transmittal
2	Other Partnership documents	Per WACOR direction	Transmittal
3	Final webcast materials	7 days after webinar has aired	Deliverable
4	Workgroup call notes for MOU Priorities	5 days after meeting	Transmittal
6	Draft SepticSmart Week materials	Per WACOR direction	Transmittal
6	Final SepticSmart Week materials	Per WACOR direction	Deliverable
7	Draft Decentralized Demo Project Compendium	Per WACOR direction	Transmittal
7	Final Decentralized Demo Project Compendium	Per WACOR direction	Deliverable
8	Draft Listening Session materials	Per WACOR direction	Transmittal
8	Final Listening Session materials	Per WACOR direction	Deliverable
8	Draft Listening Session meeting notes	5 days after meeting	Transmittal
8	Final Listening Session meeting notes	5 days after receipt of WACOR comment	Deliverable

9	Draft MOU Priorities Plan	Per WACOR direction	Transmittal
9	Final MOU Priorities Plan	Per WACOR direction	Deliverable

The Contractor shall notify the CO and WACOR in writing when 75% of the authorized work assignment LOE/labor hours have been expended.

ANTICIPATED TRAVEL REQUIREMENTS

All travel shall be approved in advance by the Contract-Level Contracting Officer's Representative (CL-COR) and shall be in accordance with the Contract. Limited local travel for meetings is expected.

ADDITIONAL REQUIREMENTS:

Office direct costs (ODCs) for copying, postage/courier, supplies, computer usage, and graphics are allowed. No other ODCs are allowable as a direct charge to this delivery order without the prior written approval of the Contracting Officer.

Upon issuance of written technical direction, the Contractor shall submit for inspection of all work in progress at any time under this work assignment. The Contractor shall develop and maintain files supporting each task.

The contractor shall contact the Contracting Officer (CO) and/or the CL-COR by telephone to discuss any problems that may adversely affect the work on this Work Assignment. Within five (5) calendar days the contractor shall follow the phone call with a brief written explanation of the problem, including any actions already taken, and/or recommended solutions to correct the problem. Written explanation shall be made available to the CO and the CL-COR.

CONTRACTOR IDENTIFICATION

To avoid any perception that contractor personnel are EPA employees, the contractor shall assure that contractor personnel are clearly identified as independent contractors of EPA when attending meetings with outside parties or visiting field sites.

CONTROL REQUIREMENTS

Quality Assurance Project Plan (QAPP):

Publishing on the NPDES website does not require a QAPP, since the people who generate the data are responsible for the data's quality, and it is their responsibility to develop a QAPP, if one is needed for their primary data uses. The contractor shall provide source references for data that is published on the website.

Organizational Conflict of Interest:

The Contractor shall warrant 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. See contract clause 1552.209-71 Organization of Conflict of Interest.

Notification of Conflicts of Interest Regarding Personnel:

The Contractor shall immediately notify the CL-COR 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 the 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. See Section H.4, contract clause EPAAR 1552.209-73 Notification of Conflict of Interest.

Enforcement Sensitive Information:

The contractor recognizes that contractor employees in performing tasks specified by this WA may have access to data/information, either provided by the government or first generated during contract performance, of enforcement sensitive nature which should not be released to the public without Environmental Protection Agency (EPA) approval. Enforcement sensitive refers to records or information compiled for law enforcement purposes (whether administrative, civil or criminal), the disclosure of which could reasonably be expected to interfere with the enforcement action. It is imperative that all contractor personnel, including but not limited to, subcontractor and consultant personnel assigned to work on this contract and/or WA, or with access to materials developed pursuant to such efforts, understand that this information is confidential and any disclosure or misuse of the information may result in prosecution to the fullest extent of the law. All contractor personnel are expected to exercise due diligence in safeguarding, handling or disposing of any such information.

Project Employee Confidentiality Agreement

The contractor agrees that the contractor employee will not disclose, either in whole or in part, to any entity external to the 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 CL-CPR. 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 take action to prevent such disclosure. Such agreements shall be effective for the life and for a period of five (5) years after completion of the contract.

Handling of Confidential Business Information (CBI)

Contractor's access to TSCA CBI must comply with the procedures set forth in the TSCA CBI Security Manual. Likewise, access to FIFRA CBI shall follow the security procedures set forth in the FIFRA Information Security Manual.

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.

All files or other information identified as Confidential Business Information (CBI) shall be treated as confidential and kept in a secure area with access limited to only contractor personnel directly involved in the case or special project assignment. The contractor, subcontractor, and consultant personnel are bound by the requirements and sanctions contained in their contracts with the EPA and in EPA's confidentiality regulations found at 40 CFR Part 2, Subpart B. The contractor subcontractors, and consultant must adhere to EPA-approved security plans which describes procedures to protect CBI, and are required to sign non-disclosure agreements before gaining access to CBI.

All official data, findings, and results of investigations and studies completed by the contractor shall be available for EPA and DOJ internal use only. The contractor shall not release any part of such data without the written direction of the WACOR.

Conference/Meeting Guidelines and Limitations

The contractor shall immediately alert the WACOR to any anticipated event under the work assignment which may result in incurring an estimated $20,000 or more cost, funded by EPA, specific to that event, meeting, training, etc. Those costs would include travel of both prime and consultant personnel, planning and facilitation costs, AV and rental of venue costs, etc. The WACOR will then prepare approval internal paperwork for the event and will advise the contractor when appropriate signatures have been obtained. At that point, effort can proceed for the event. If the event is being sponsored by another EPA organization, the organization providing the planning is responsible for the approval.

PERFORMANCE SURVEILLANCE PLAN			
Performance Requirement	**Measurable Performance Standards**	**Surveillance Methods**	**Incentives/Disincentives**
Management and Communications: During the life of this work assignment, the Contractor shall notify EPA immediately of any issues that may impact the timeliness of deliverables of the problems associated with the development of deliverables.	The Contractor shall maintain contact with the WACOR throughout the performance of the work assignment. The contractor shall identify to the WACOR any delays with regard to deliverables not less than one week prior to the deliverable date that has been established in the work assignment or technical direction document. The contractor shall identify to the WACOR any issues or concerns that have a direct impact on project schedules within three (3) days of occurrence. The contractor shall provide options for EPA's consideration on resolving or mitigating the impacts identified.	WACOR and CL-COR (as necessary) will allocate the time needed to discuss and address all issues identified by the Contractor. The WACOR and CL-COR will document and maintain a complete record of the issues, agreements and outcome. The WACOR and CL-COR will review monthly progress reports for indicators of problems not previously mentioned. The WACOR will also monitor the timely receipt of deliverables. For those that are late without prior notice, the EPA will formally document to the Contracting Officer the late delivery.	If the contractor fails to implement corrective actions after EPA identifies and provided written documentation of performance issues, EPA will rate this performance category "unsatisfactory." If three or more the active work assignments for the period are rated unsatisfactory, EPA will rate the Business Relations category as unsatisfactory in the CPARS Contract Performance System.
Cost Management and Control: The Contractor shall perform all work in an efficient and cost effective manner, applying cost control measures where practical.	The Contractor shall monitor, track and accurately report level of effort, labor cost, other direct cost and fee expenditures to EPA through monthly progress reports and approved special reporting requirements. The Contractor shall assign appropriately leveled and skilled	The EPA CL-COR will routinely meet with the Contractor's Project Manager to discuss the work progress and contract and individual work assignment level expenditures. The EPA CL-COR and WACOR shall review the Contractor's monthly progress reports and	EPA will thoroughly review work assignment funding ceiling overruns to determine the contractor's ability to control the situation. If EPA determines that the contractor failed to control cost, the contractor will be rated "unsatisfactory" in this category. Multiple incidents of work assignment overrun that result in an overall cost

	personnel to all tasks. The contractor should not exceed established work assignment ceilings and, in general, should expend dollars and hours at similar ratios. If either the expenditure of hours or dollars deviates significantly, the contractor shall provide an explanation in its Monthly Progress Report.	request the Work Assignment Contracting Officer's Representative to ensure that ceilings are not exceeded, that progress is being made, and that the contractor is effectively utilizing the LOE provided under the work assignment.	overrun of greater than 4% of the approved total work assignment funding for the current contract period, will result in an unsatisfactory rating in the CPARS Contract Performance System.
Quality of Product/Services: The contractor shall ensure documents developed under this task order are quality products that are factual and based on sound science and engineering principles.	Products delivered under this work assignment must not contain any major factual errors. The analyses provided in each product shall be logical, consistent, and defensible.	The WACOR will review all documents delivered under this work assignment for content accuracy.	If EPA determines that the contractor's analyses is factually inaccurate or if significant technical errors are found in any documents produced by the contractor, EPA may determine that the cost associated with redoing the work shall be borne by the contractor. Multiple incidents of this nature under the contract will result in an unsatisfactory rating for Quality and Manage Control being reported to the CPARS Contract Performance System.

LIST OF ATTACHMENTS

- *List of MOU Partnership Contacts*
- *OWM/Water Infrastructure Division Phone List and organizational chart*
- *https://www.epa.gov/septic*

EPA

United States Environmental Protection Agency
Washington, DC 20460

Work Assignment

Work Assignment Number: 1-13

☐ Other ☐ Amendment Number:

Contract Number	Contract Period	Title of Work Assignment/SF Site Name
EP-C-16-003	07/01/2016 To 06/30/2021 Base Option Period Number 1	NPDES eNOI System Support

Contractor: EASTERN RESEARCH GROUP, INC.

Specify Section and paragraph of Contract SOW: See PWS

Purpose:
- [X] Work Assignment
- [ ] Work Assignment Amendment
- [ ] Work Plan Approval
- [ ] Work Assignment Close-Out
- [ ] Incremental Funding

Period of Performance: From 01/25/2018 To 06/30/2018

Comments:

☐ Superfund — Accounting and Appropriations Data — [X] Non-Superfund

Note: To report additional accounting and appropriations date use EPA Form 1900-69A.

SFO (*Max 2*) ☐

Line	DCN (Max 6)	Budget/FY (Max 4)	Appropriation Code (Max 6)	Budget Org/Code (Max 7)	Program Element (Max 9)	Object Class (Max 4)	Amount (Dollars)	(Cents)	Site/Project (Max 8)	Cost Org/Code
1										
2										
3										
4										
5										

Authorized Work Assignment Ceiling

Contract Period: 07/01/2016 To 06/30/2021 Cost/Fee: LOE:

This Action:

Total:

Work Plan / Cost Estimate Approvals

Contractor WP Dated: Cost/Fee LOE:

Cumulative Approved: Cost/Fee LOE:

Work Assignment Manager Name Jack Faulk (Signature) (Date)	Branch/Mail Code: Phone Number: 202-564-0768 FAX Number:	
Project Officer Name Tangela Cooper (Signature) (Date)	Branch/Mail Code: Phone Number: 202-566-0369 FAX Number:	
Other Agency Official Name (Signature) (Date)	Branch/Mail Code: Phone Number: FAX Number:	
Contracting Official Name Brad Heath (Signature) (Date) 1/25/2018	Branch/Mail Code: Phone Number: 513-487-2352 FAX Number:	

PERFORMANCE WORK STATEMENT
CONTRACT EP-C-16-003
WORK ASSIGNMENT 1-13

TITLE: Operation and Support of the National Pollutant Discharge Elimination System (NPDES) Electronic Notice of Intent (eNOI) System

WORK ASSIGNMENT CONTRACTING OFFICER'S REPRESENTATIVE (WACOR):

Jack Faulk Phone: 202-564-0778 Fax: 202-564-6392 faulk.jack@epa.gov	**USPS Mailing Address** US EPA Mail Code 4203M 1200 Pennsylvania Ave Washington, D.C. 20460	**Courier Address** US EPA Room 7329F EPA East 1201 Constitution Ave, NW Washington, DC 20004

PERIOD OF PERFORMANCE: January 25, 2018 through June 30, 2018

BACKGROUND: The U.S. Environmental Protection Agency's (EPA) Water Permits Division (WPD) is responsible for the development, implementation and oversight of the National Pollutant Discharge Elimination System (NPDES) permit program. This program regulates point source discharges of pollutants to surface waters of the United States.

EPA is the permitting authority in 4 states (ID, MA, NH, NM), most U.S. territories, Indian Country, and for some federal facilities. Permitting authorities issue individual and general permits for discharges to waters of the United States in those areas and these permits implement the requirements of the NPDES Program along with other applicable laws and regulations.

The NPDES Electronic Notice of Intent (eNOI) System is an online electronic permit application system that allows operators to apply for and terminate coverage under EPA NPDES general permits and submit other required reports, and historically has supported the Construction General Permit (CGP), the Pesticides General Permit (PGP), the Multi-Sector General Permit (MSGP), and the Vessel General Permit (VGP).

PURPOSE AND OBJECTIVE: During the period of performance, the contractor, under this Work Assignment, will operate the existing NPDES eNOI System and Processing Center (currently supported by Avanti Corporation) and work with EPA's Central Data Exchange (CDX) (www.epa.gov/cdx) to ensure that the existing general permit applications are working, maintained, and enhanced, as necessary, and in line with EPA's Office of Information Office (OEI) system requirements as directed by the WACOR.

The NPDES eNOI System Processing Center receives, handles, and processes various NPDES forms, maintains contact with permittees via letters and emails, and provides support through customer service. Customer service includes response to technical inquiries, application status, and referrals.

The Contractor will provide services in the following areas:

1. Maintain and Update eNOI Processing Systems
2. Provide Region, State and Public Access to Permit Documents and Assist with Data Requests
3. Develop, Maintain and Distribute Current and New Training Tools for EPA eNOI System Users
4. Provide User Support (email and telephone) for the eNOI System
5. Support paper processing of reports for entry into the eNOI System

The contractor will ensure compliance with Agency standards consistent with WACOR direction.

SCOPE OF WORK

TASK 0: WORK ASSIGNMENT MANAGEMENT

The contractor shall routinely provide performance updates, estimated costs, level of effort (LOE) and key deliverables upon request from EPA's Work Assignment Contracting Officer's Representative (WACOR) for all ongoing tasks. Regularly scheduled bi-weekly conference calls and in-person meetings, as needed, will be coordinated between EPA's WACOR and the contractor to discuss the work assignment and progress of tasks.

Deliverables: The contractor shall prepare and provide a monthly progress report in accordance with Contract Reporting Requirements. The contractor shall report labor hour and cost expenditures by individual tasks and subtasks, implementation plan(s); issues encountered and remedial actions taken, the tracking of expenditures, a list of all technical directives received during the period, and any other administrative activities. NOI Processing Center submission counts included on the monthly progress report shall include a breakdown of specific reports for the MSGP (2008/2015), CGP (2008/2012/2017), PGP (2011/2016), and the VGP (2008/2013). No graphical depictions of correspondence by permit type and call and message trends are necessary. The contractor shall maintain a cumulative list of all technical directives. The contractor shall report in accordance with Contract Reporting Requirements.

TASK 1: CUSTOMER SUPPORT AND PAPER PROCESSING

Subtask 1A: eNOI Customer Support and Paper Processing

The contractor shall provide customer support for processing and submitting required reports into the eNOI system. The contractor shall also provide user support as described below for answering eNOI system-related and administrative questions from both the regulated and regulatory communities.

The contractor shall defer all regulatory and policy questions to the WACOR. The contractor shall keep the WACOR informed of the questions the contractor is addressing in a timely manner. The contractor shall also perform checks to meet a goal of entering all paper forms

received into the electronic system within 3 days of receipt (and no more than 1 week during peak times) and checking for any data errors as specified by the PWS.

Customer and NOI Call Center Support

The contractor shall answer calls between 9:00am and 5:00pm EST, Monday through Friday. The contractor shall provide a messaging service for voicemails of calls received after 5:00pm EST, Monday through Friday, and for calls made when all call center representatives are on the line and/or not able to pick up. The contractor shall return voicemails within 1 business day to the extent possible. The contractor shall customize voicemail messages at the client's direction to provide additional user guidance and/or to incorporate short term changes in processes and service.

Incoming and Outgoing Email Support

The contractor shall respond to emails within the order of receipt and within no more than 3 business days. The email and technical support provided by the contractor is regulatory, and all support information provided in email by the contractor shall come from approved support documentation developed by the contractor and approved by EPA.

Data Requests

The contractor shall ensure that NPDES permittee data is accessible to EPA Headquarters, EPA Regions, and states. Permittee data shall be available in both print and electronic form. The contractor shall respond to EPA Headquarters, EPA Regions, and states' data requests for NPDES permittee data, annual and ad hoc reports, and DMRs in a timely manner.

The contractor shall prepare and transmit NPDES permittee data in response to requests from the WACOR, which may be in response to Freedom of Information Act (FOIA) or other types of requests.

Paper NOI Processing

The contractor shall provide support to process and enter paper forms including NOIs, NOTs, LEWs, and monitoring reports into the eNOI system. The contractor shall defer all regulatory or policy decision questions to the WACOR. The contractor shall keep the WACOR informed of the questions the contractor is addressing in a timely manner. The contractor shall also perform checks to ensure that all paper forms received have been entered into the electronic system within 3 days of receipt (no more than 1 week during peak times) and checking for any data errors as specified by the PWS.

QA/QC of Paper Processing Systems and Call Center

The contractor shall conduct Quality Assurance and Quality Control of the eNOI system and paper processing system. The eNOI and NOI processing QA/QC procedures are outlined in the QA/QC manual chapter, which entail running data validation reports to quickly identify and remedy any system-wide errors. The contractor shall develop and revise automated data validation queries to the system as needed. Automated data validation queries will verify data

issues within the system. The contractor shall notify the WACOR immediately if data errors are identified and to correct the error. The contractor will meet weekly to review any outstanding items in the NOI processing center and ensure that all paper processing is being completed on time and any forms or customer requests are discussed by the entire team and management to ensure that the service being provided is consistent and accurate.

Subtask 1B: 2015 MSGP Customer Support

The contractor shall provide user support for the 2015 MSGP NPDES eReporting Tool (NeT) and NetDMR, which are both maintained under a separate contract and operated out of EPA's Office of Enforcement and Compliance Assurance (OECA).

NeT MSGP Customer Support

The contractor shall provide support for the 2015 MSGP under EPA's OECA NeT, an online tool used by the NPDES Regulated Community to submit NOIs or other Program Report PDF forms. NeT electronically submits NOI application and Program Report data to the NPDES component of the Integrated Compliance Information System (ICIS-NPDES) through the Exchange Network.

The support will include:

- Approving EPA Central Data Exchange (CDX) accounts of users submitting paper electronic signature agreements
- Processing of paper forms (NOIs, change NOIs, NOEs, NOTs, and Annual Reports) received from permittees that have obtained electronic reporting waivers and entering relevant data into ICIS-NPDES
- Manually adjusting ICIS-NPDES limit sets for permittees when monitoring requirements change, such as when:
    - Effluent Limit Guidelines have been exceeded and 30-day follow-up monitoring followed by quarterly monitoring is required
    - Effluent Limit Guidelines are back in compliance and quarterly monitoring goes back to annual
    - EPA has waived further monitoring due to run-on from neighboring sources
    - Permittee has adverse or irregular weather and is distributing quarterly samples during periods when runoff occurs (i.e., more than 1 sample needs to be reported in the same quarter)
    - The state requires additional monitoring through its CWA 401 certification as prescribed in Part 9 of the MSGP
    - EPA has assigned facility-specific monitoring requirements (e.g., for TMDL consistency; to protect threatened and endangered species; because the facility is in Sector AD)
    - Limits sets are incorrect for other reasons (e.g., they were incorrectly coded for the subsector in ICIS-NPDES by EPA)
- Providing customer support via phone and email correspondence and managing these efforts through a Zendesk portal using a license provided by EPA.

NeTDMR MSGP Customer Support

The contractor shall provide support for the 2015 MSGP under EPA's OECA NetDMR. NetDMR is a web-based application that allows NPDES permittee users to enter and electronically submit DMR data through CDX to ICIS-NPDES. This is an alternative to the paper-based DMR submission process. Permittees can use this website to complete and submit DMRs electronically for their facility.

The support will include:

- Assist users with account creation issues, such as when the user:
    - Creates their account with the incorrect User Type (note that if the user has already requested a role, this may need to be forwarded to OECA to resolve)
    - Creates an account in Test instead of Production
    - Forgets to "finalize" their account by clicking a link in their email before trying to log in
    - Does not receive email to "finalize" the account
    - Has forgotten to request access and choose their roles
- Assist users who experience problems with resetting passwords and security question answers
- The contractor shall not be responsible for any other NetDMR issues, such as wet ink electronic signature agreements, questions about filling out the form, or system bugs. If they receive questions about these kinds of issues, the contractor would direct users to EPA Regional NetDMR contacts.

Unless otherwise notified by the WACOR, the contractor shall not process paper MSGP DMRs as they will be processed by EPA Regions.

TASK 2 - MAINTENANCE AND OPERATION OF ENOI SYSTEMS AND ADVANCED PUBLIC SEARCH TOOLS

Subtask 2a – eNOI System Maintenance and Operation

The contractor shall perform minimal application enhancements and maintenance to the 2016 Pesticide General Permit eNOI system consistent with EPA's National Computing Center (NCC) guidance and technical standards and its system requirements. The contractor development team shall communicate with the NOI Processing Center to identify inconsistencies in the functionality of the application and shall investigate each reported issue. The investigation of the issue shall result in proper documentation, application testing in staging and/or production environments, code refactoring and an application release.

The contractor shall perform minimal application maintenance to the 2012 Construction General Permit (CGP) eNOI system to support and maintain adherence with EPA's National Computing Center's (NCC) guidance and technical standards. This system has recently been replaced by a new 2017 CGP eNOI system and as such, only residual cleanup activities are expected under this task.

The contractor shall provide support for the maintenance of previous CGP, MSGP, PGP, and VGP applications and associated components in the eNOI legacy system and will notify the WACOR of any outstanding issues requires attention to address a system user need. The contractor will take action to address any issue as directed by the WACOR.

Subtask 2b – Maintenance of System Tools

The contractor shall continue basic maintenance of existing MSGP, PGP, CGP, VGP, and General Permit Inventory advanced search tools and the NPDES Lookup Tool until otherwise instructed by the WACOR. The contractor shall notify the WACOR of any reported issues with any of these tools and take action to address these issues as directed by the WACOR. Any necessary modifications shall result in proper documentation, application testing in staging and/or production environments, code refactoring, and an application release, as appropriate.

Subtask 2c – Data Maintenance of EPA Permits in the eNOI System

The contractor shall perform data-related maintenance in the current eNOI system to ensure proper operation and functionality. This type of maintenance will resolve data inconsistencies or any type of issues in the database that affects proper operation of eNOI functionalities as reported by users. This also includes uploading any DMRs and Annual Reports into the new Advanced Search Tool. The contractor shall handle all data-related maintenance issues, including the tracking and prioritization of bugs and errors. The contractor shall report bugs and error fixes to the WACOR within 3 business days of identification of a bug and shall provide technical feedback on the fixes in the issue tracking system.

Subtask 2d - Pesticide General Permit PGP Data Analysis

The contractor shall prepare a document summarizing data collected from the PGP Notice of Intent (NOI) and Annual Reports. The summary shall include but is not limited to the following: breakdown of the total number of new permittees; types of permittees; types of use patterns; number of pest management areas; number and size of treatment areas; and name, amount and EPA registration number of pesticides use. The contractor shall submit a draft compilation within three weeks after technical direction from the WACOR and a final summary within two weeks of WACOR comments on the draft summary.

TASK 3: ENOI SYSTEM CENTER DOCUMENTATION

The EPA NOI Processing Center Operations Manual documents all NOI Processing Center functions. It provides detailed descriptions of how the NOI Processing Center receives, handles, and processes correspondence (letters and emails), maintains contact with permit applicants via the letters generated, and provides support through customer service. The original EPA NOI Processing Center Operations Manual was developed in 2003 and has been updated periodically since that time. The contractor shall update the manual, as necessary, to incorporate all aspects of the current eNOI system and shall include the most current forms and letters associated with the eNOI dataflow.

System Application/Data Maintenance Documentation

The contractor shall maintain the existing EPA NOI Processing Center Operations Handbook describing the business rules and functionality of all application systems. In addition, any new development and coding shall be documented in this handbook. Any updated eNOI system documentation should be completed within two weeks after delivery of system maintenance releases. The contractor shall retain a copy of that documentation on-site and make available to the WACOR upon request. Based on any comments from the WACOR, the contractor shall revise this documentation within one week after receipt of comments.

Public Search Documentation

The contractor shall maintain an up-to-date EPA NOI Processing Center Operations Handbook describing the business rules and functionality of the Advanced Public Search application for EPA general permits. In addition, any new development and coding should be documented in this manual.

The contractor shall maintain the existing EPA NOI Processing Center Operations Handbook documenting the business rules and current operational procedures for the PGP, CGP (and LEW), VGP, and MSGP (and NOE) Advanced Public Search, and General Permit Web Inventory development and maintenance releases that describes the functionality of the Public Search tool. Any updated eNOI system public search documentation should be completed within two weeks after delivery of system maintenance releases. The contractor shall retain a copy of that documentation on-site and make available to the WACOR upon request. Based on any comments from the WACOR, the contractor shall revise this documentation within one week after receipt of comments.

DELIVERABLES REQUIRED AND SCHEDULE FOR COMPLETION OF TASKS

Task	Item Required	Due Date	# Copies/Format Requirements
0	Monthly Progress Report	Last weekday of each month	1 copy – Microsoft Word or PDF
1	Data Requests	As specified in technical direction from WACOR	As specified in technical direction from WACOR
2a	Notification of Need for System Update	Within 2 business days of identification of a need for a system update.	Email to WACOR, with any follow-up in agreed upon time and format.
2b	Notification of Need for System Tool Update	Within 2 business days of identification of a need for a system application update.	Email to WACOR, with any follow-up in agreed upon time and format.

Task	Item Required	Due Date	# Copies/Format Requirements
2c	System Bug Notification	Within 1 business day of identification of a new system bug affecting system performance	Email to WACOR, with any follow-up in agreed upon time and format.
2d	PGP Data Analysis	Draft report 3 weeks after technical direction, final report 2 weeks after any comments from WACOR	1 copy – Microsoft Word or PDF
3	NOI System Handbook Update	Within 2 weeks of system update and within 1 week of any WACOR comments	If requested by WACOR, in agreed upon format.
NA	Quality Assurance Project Plan (QAPP)	Within 30 days of receipt of this work assignment and updated as directed by WACOR.	1 copy – Microsoft Word or PDF

The Contractor shall notify the CO and WACOR in writing when 75% of the authorized work assignment LOE/labor hours have been expended.

CONTRACT PWS REFERENCE

Task 1: Customer Support and Paper Processing (Contract Sections: 3.4 – Technical and Administrative Program Support and 6.2 – Provide Educational and Outreach Support)
Task 2: Maintenance and Operation of eNOI Systems and Advance Public Search (Contract Sections: 3.4 – Technical and Administrative Program Support and 3.5 – NPDES Permit Support, and 3.7 – Information Management)
Task 3: eNOI System Center Documentation (Contract Sections: 3.4 – Technical and Administrative Program Support and 3.5 – NPDES Permit Support)

ANTICIPATED TRAVEL REQUIREMENTS

All travel shall be approved in advance by the Contract-Level Contracting Officer's Representative (CL-COR) and shall be in accordance with the Contract.

ADDITIONAL REQUIREMENTS

Office direct costs (ODCs) for copying, postage/courier, supplies, computer usage, and graphics are allowed. No other ODCs are allowable as a direct charge to this delivery order without the prior written approval of the Contracting Officer.

Upon issuance of written technical direction, the Contractor shall submit for inspection of all work in progress at any time under this work assignment. The Contractor shall develop and maintain files supporting each task.

The contractor shall contact the Contracting Officer (CO) and/or the CL-CCOR by telephone to discuss any problems that may adversely affect the work on this Work Assignment. Within five

(5) calendar days the contractor shall follow the phone call with a brief written explanation of the problem, including any actions already taken, and/or recommended solutions to correct the problem. Written explanation shall be made available to the CO and the PO.

CONTRACTOR IDENTIFICATION

To avoid any perception that contractor personnel are EPA employees, the contractor shall assure that contractor personnel are clearly identified as independent contractors of EPA when attending meetings with outside parties or visiting field sites.

CONTROL REQUIREMENTS

Quality Assurance Project Plan (QAPP):

EPA requires that all environmental data used in decision making be supported by an approved Quality Assurance Project Plan (QAPP) as described in *EPA Quality Manual for Environmental Programs* (CIO 2105-P-01-0, May 5, 2000). The analysis specified in Task 2d requires use of environmental data and as such must be supported by a QAPP.

The contractor shall prepare and submit the QAPP within 30 days of receipt of this work assignment and revise as necessary as directed by the WACOR.

Organizational Conflict of Interest:

The Contractor shall warrant 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. See contract clause 1552.209-71 Organization of Conflict of Interest.

Notification of Conflicts of Interest Regarding Personnel:

The Contractor shall immediately notify the CL-COR 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 the 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. See Section H.4, contract clause EPAAR 1552.209-73 Notification of Conflict of Interest.

Enforcement Sensitive Information:

The contractor recognizes that contractor employees in performing tasks specified by this WA may have access to data/information, either provided by the government or first generated during contract performance, of enforcement sensitive nature which should not be released to the public without Environmental Protection Agency (EPA) approval. Enforcement sensitive refers to

records or information compiled for law enforcement purposes (whether administrative, civil or criminal), the disclosure of which could reasonably be expected to interfere with the enforcement action. It is imperative that all contractor personnel, including but not limited to, subcontractor and consultant personnel assigned to work on this contract and/or WA, or with access to materials developed pursuant to such efforts, understand that this information is confidential and any disclosure or misuse of the information may result in prosecution to the fullest extent of the law. All contractor personnel are expected to exercise due diligence in safeguarding, handling or disposing of any such information.

Project Employee Confidentiality Agreement

The contractor agrees that the contractor employee will not disclose, either in whole or in part, to any entity external to the 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 CL-CPR. 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 take action to prevent such disclosure. Such agreements shall be effective for the life and for a period of five (5) years after completion of the contract.

Handling of Confidential Business Information (CBI)

Contractor's access to TSCA CBI must comply with the procedures set forth in the TSCA CBI Security Manual. Likewise, access to FIFRA CBI shall follow the security procedures set forth in the FIFRA Information Security Manual.

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.

All files or other information identified as Confidential Business Information (CBI) shall be treated as confidential and kept in a secure area with access limited to only contractor personnel directly involved in the case or special project assignment. The contractor, subcontractor, and consultant personnel are bound by the requirements and sanctions contained in their contracts with the EPA and in EPA's confidentiality regulations found at 40 CFR Part 2, Subpart B. The contractor subcontractors, and consultant must adhere to EPA-approved security plans which describes procedures to protect CBI, and are required to sign non-disclosure agreements before gaining access to CBI.

All official data, findings, and results of investigations and studies completed by the contractor shall be available for EPA and DOJ internal use only. The contractor shall not release any part of such data without the written direction of the WACOR.

Conference/Meeting Guidelines and Limitations

The contractor shall immediately alert the WACOR to any anticipated event under the work assignment which may result in incurring an estimated $20,000 or more cost, funded by EPA, specific to that event, meeting, training, etc. Those costs would include travel of both prime and consultant personnel, planning and facilitation costs, AV and rental of venue costs, etc. The WACOR will then prepare approval internal paperwork for the event and will advise the contractor when appropriate signatures have been obtained. At that point, effort can proceed for the event. If the event is being sponsored by another EPA organization, the organization providing the planning is responsible for the approval.

PERFORMANCE SURVEILLANCE PLAN			
Performance Requirement	**Measurable Performance Standards**	**Surveillance Methods**	**Incentives/Disincentives**
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EPA

United States Environmental Protection Agency
Washington, DC 20460

Work Assignment

Work Assignment Number: 1-13

☐ Other ☒ Amendment Number: 000001

Contract Number	Contract Period	Title of Work Assignment/SF Site Name
EP-C-16-003	07/01/2016 To 06/30/2019 Base Option Period Number 1	NPDES eNOI Sustem Support

Contractor: EASTERN RESEARCH GROUP, INC.

Specify Section and paragraph of Contract SOW: See PWS

Purpose:
- ☐ Work Assignment
- ☒ Work Assignment Amendment
- ☐ Work Plan Approval
- ☐ Work Assignment Close-Out
- ☐ Incremental Funding

Period of Performance: From 03/30/2018 To 06/30/2018

Comments:
This Amendment 1 removes the previously established funding ceiling of $42,402.92 as this work assignment is now fully funded.

☐ Superfund — Accounting and Appropriations Data — ☒ Non-Superfund

SFO (*Max 2*) ☐

Note: To report additional accounting and appropriations date use EPA Form 1900-69A.

Line	DCN (Max 6)	Budget/FY (Max 4)	Appropriation Code (Max 6)	Budget Org/Code (Max 7)	Program Element (Max 9)	Object Class (Max 4)	Amount (Dollars)	(Cents)	Site/Project (Max 8)	Cost Org/Code
1										
2										
3										
4										
5										

Authorized Work Assignment Ceiling

Contract Period: 07/01/2016 To 06/30/2019 Cost/Fee: LOE:

This Action:

Total:

Work Plan / Cost Estimate Approvals

Contractor WP Dated: Cost/Fee LOE:

Cumulative Approved: Cost/Fee LOE:

Work Assignment Manager Name Jack Faulk	(Signature) (Date)	Branch/Mail Code: Phone Number: 202-564-0768 FAX Number:
Project Officer Name Tangela Cooper	(Signature) (Date)	Branch/Mail Code: Phone Number: 202-566-0369 FAX Number:
Other Agency Official Name	(Signature) (Date)	Branch/Mail Code: Phone Number: FAX Number:
Contracting Official Name Brad Heath	(Signature) (Date)	Branch/Mail Code: Phone Number: 513-487-2352 FAX Number:

EPA

United States Environmental Protection Agency
Washington, DC 20460

Work Assignment

Work Assignment Number: 1-14

☐ Other ☐ Amendment Number:

Contract Number	Contract Period	Title of Work Assignment/SF Site Name
EP-C-16-003	07/01/2016 To 06/30/2021 Base Option Period Number 1	Priority Permits and Backlog

Contractor: EASTERN RESEARCH GROUP, INC.

Specify Section and paragraph of Contract SOW: See PWS

Purpose:
- [X] Work Assignment
- [ ] Work Assignment Amendment
- [ ] Work Plan Approval
- [ ] Work Assignment Close-Out
- [ ] Incremental Funding

Period of Performance: From 01/25/2018 To 06/30/2018

Comments:

☐ Superfund — Accounting and Appropriations Data — [X] Non-Superfund

Note: To report additional accounting and appropriations date use EPA Form 1900-69A.

SFO (*Max 2*) ☐

Line	DCN (Max 6)	Budget/FY (Max 4)	Appropriation Code (Max 6)	Budget Org/Code (Max 7)	Program Element (Max 9)	Object Class (Max 4)	Amount (Dollars)	(Cents)	Site/Project (Max 8)	Cost Org/Code
1										
2										
3										
4										
5										

Authorized Work Assignment Ceiling

Contract Period: 07/01/2016 To 06/30/2021 Cost/Fee: LOE:

This Action:

Total:

Work Plan / Cost Estimate Approvals

Contractor WP Dated: Cost/Fee LOE:

Cumulative Approved: Cost/Fee LOE:

Work Assignment Manager Name Jackie Clark (Signature) (Date)	Branch/Mail Code: Phone Number: 202-564-6582 FAX Number:	
Project Officer Name Tangela Cooper (Signature) (Date)	Branch/Mail Code: Phone Number: 202-566-0369 FAX Number:	
Other Agency Official Name (Signature) (Date)	Branch/Mail Code: Phone Number: FAX Number:	
Contracting Official Name Brad Heath (Signature) (Date) 1/25/2018	Branch/Mail Code: Phone Number: 513-487-2352 FAX Number:	

PERFORMANCE WORK STATEMENT
CONTRACT EP-C-16-003
WORK ASSIGNMENT 1-14

TITLE: Priority Permits and Backlog Tracking and PMOS Operations and Maintenance

WORK ASSIGNMENT CONTRACTING OFFICER'S REPRESENTATIVE (WACOR):

Jacqueline M. Carroll Clark **Phone:** 202-564-6582 **Fax:** 202-564-9544 clark.jackie@epa.gov	**USPS Mailing Address** Mail Code 4203M 1200 Pennsylvania Ave Washington, D.C. 20460	**Courier Address** 1201 Constitution Ave Washington, D.C. 20004

ALTERNATE WORK ASSIGNMENT CONTRACTING OFFICER'S REPRESENTATIVE (ALTERNATE WACOR):

Elizabeth Ragnauth **Phone:** 202-564-3161 **Fax:** 202-564-9544 ragnauth.elizabeth@epa.gov	**USPS Mailing Address** Mail Code 4203M 1200 Pennsylvania Ave Washington, D.C. 20460	**Courier Address** 1201 Constitution Ave Washington, D.C. 20004

PERIOD OF PERFORMANCE: January 25, 2018 through June 30, 2018

BACKGROUND: EPA is responsible for development and implementation of the National Pollutant Discharge Elimination System (NPDES) permits program. This program regulates point source discharges of pollutants to surface waters of the United States. In 46 States and 1 Territory, this responsibility is held by authorized State and Territorial governments. EPA, through its Regional offices, issues permits for non-authorized States and for certain categories of permits (e.g., facilities located on tribal lands) in authorized States. Permitting authorities issue individual or general permits for facilities. These permits implement the requirements of the NPDES Program along with other applicable laws and regulations.

The Water Permits Division (WPD), within the Office of Wastewater Management (OWM), is responsible for implementation and oversight of the NPDES permits program. Some of WPD's oversight functions include tracking the status of permits, implementing programs that prioritize permits, and developing management tools.

In 1998, the Office of the Inspector General (OIG) identified the backlog of NPDES permits as a management weakness. One of the key problems facing EPA was the lack of reliable information in its Permit Compliance System (PCS) on the numbers of facilities. Starting in late

1998, EPA began tracking the universe of individual permits and their status using PCS and continues to track permit status as part of its oversight activities. In 2013, the transition of all states to a new database, the Integrated Compliance Information System (ICIS-NPDES), was completed.

Because ICIS-NPDES still lacks a complete universe of permittees, particularly general permit covered facilities, and cannot easily identify tribal permits, EPA uses the Permit Management Oversight System (PMOS) to manage this data. PMOS enables EPA to track general permits and tribal permits at a summary level. That is, PMOS captures limited information on these permits to enable EPA to track the universe and status of these permits.

On March 4, 2004, EPA's OWM established the priority permit initiative under the Permitting for Environmental Results (PER) Strategy. Each year, State and Regional permitting authorities have been provided with a list of candidate priority permits. From this candidate list, States and Regions are asked to select priority permits based on programmatic and environmental criteria and commit to issuing a portion of these permits over each fiscal year. This process entails developing the candidate list and loading it onto PMOS, which is designed to manage the designation and tracking of priority permits.

EPA requests contractor support to help track and analyze the data used to characterize the health of the NPDES program, including the management of PMOS.

PURPOSE AND OBJECTIVE

During the period of performance, the contractor, under this Work Assignment, will support OWM/WPD for the following permit management activities:

- Generate permit backlog reports
- Support EPA's management of the priority permits process
- Maintain and, if needed, provide development services for PMOS to manage priority, tribal, and general permits
- Provide ad hoc support related to queries on backlog, priority permits, and other permit tracking activities

The contractor will ensure compliance with Agency standards.

SCOPE OF WORK

TASK 0: WORK ASSIGNMENT MANAGEMENT

The contractor shall routinely provide performance updates, estimated costs, level of effort (LOE) and key deliverables upon request from EPA's Work Assignment Contracting Officer's Representative (WACOR) and/or Alternative WACOR for all ongoing tasks. Regularly scheduled bi-weekly conference calls and in-person meetings, as needed, will be coordinated between EPA's WACOR and the contractor to discuss the work assignment and progress of tasks. In addition, the contractor shall provide a monthly progress report that includes

implementation plan(s); issues encountered and lessons learned regarding the progress of all tasks, the tracking of expenditures, and any other administrative activities, as requested.

Deliverables: The contractor shall provide a monthly progress report that will include the labor hours and cost expenditures by individual subtasks, issues encountered, and lessons learned regarding the progress of all tasks, the tracking of expenditures, and any other administrative activities. The contractor shall report by the 15th of each month. The contractor shall maintain a cumulative list of all technical directives. The contractor shall notify the EPA CO and WACOR and/or Alternative WACOR in writing of expenditure reaching 50%, 75%, and 90% of the authorized LOE/labor hours. The contractor shall report in accordance with Contract Reporting Requirements.

Deliverables		**Due Date**
1	QAAP based on this PWS	Within 10 days of Work Assignment approval
2	Monthly progress report that will include the labor hours and cost expenditures by individual subtasks, issues encountered and lessons learned regarding the progress of all tasks, the tracking of expenditures, and any other administrative activities.	By the 15th of each month
3	Notification in writing to the CO and WACOR of expenditures reaching 50%, 75% and 90% of the authorized Work Assignment LOE/labor hours.	No less than 15 days in advance of expenditures reaching 50%, 75% and 90% of the authorized Work Assignment LOE/labor hours

TASK 1: Data Reports

Subtask 1A: NPDES Priority Permits Tracking

Based on the existing information in PMOS and input provided by the WACOR from states, EPA Regions, and ICIS-NPDES, the contractor shall update Fiscal Year 2018 priority permit information on an as needed basis in PMOS, including updating issuance information and other basic data, as well as completing priority permit swaps.

For planning purposes, the contractor shall assume up to two comprehensive updates using ICIS-NPDES data from the WACOR and many updates on an ad hoc basis using data provided by state and EPA Regions during the period of performance.

Deliverables: The contractor shall revise Fiscal Year 2018 priority permits data in PMOS within 5 business days following the request from the WACOR.

Deliverables		**Due Date**
1	Revised list of candidate priority permits in MS Excel for Fiscal Year 2018 after incorporating edits from states and	Within 5 business days following the request from

	EPA Regions, as well as ICIS	WACOR

Subtask 1B: NPDES Permit Backlog Tracking

The contractor shall provide technical support to track the NPDES Permit Backlog. The contractor shall generate and update the Mid-Year Fiscal Year 2018 Tribal and Non-Tribal backlog reports in accordance with the deliverable schedule below. The contractor shall use data from PMOS and ICIS-NPDES, along with information provided by the WACOR from EPA Regions and states to prepare and update these reports. The contactor shall also provide the detailed data corresponding to the summary numbers in the reports to the WACOR.

The contractor shall also provide support to ensure that the tribal and general permit data in PMOS are complete and accurate, based on the data from states and EPA Regions, as well as data from ICIS-NPDES provided by the WACOR.

The contractor shall also provide ad hoc reports on the permit universe and/or backlog data, as requested by EPA.

For planning purposes, the Contractor shall assume one draft Tribal and Non-Tribal Report and up to two updated versions of these reports following receipt of data from states and EPA Regions. The Contractor shall also assume up to two ad hoc report requests during the period of performance.

All reports and corresponding data shall be provided in Excel format to the WACOR.

Deliverables: The contractor shall provide deliverables according to the schedule in the table below:

Deliverables		**Due Date for 1 through 4**
1	**Draft and Updated Non-Tribal Report card** (major individual, minor individual, non-stormwater general permit covered facilities, summary) for non-tribal facilities.	Draft and updated reports are due 5 business days after receipt of all of the corresponding permit data from the WACOR
2	**Draft and Updated Tribal Report card** (major individual, minor individual, non-stormwater general permit covered facilities, summary) for tribal facilities.	
3	**Draft and Updated List of all facilities included in the backlog universe** (major individual, minor individual, total individual) for tribal and non-tribal permits.	
4	**Draft and Updated List of all backlogged facilities** (major individual, minor individual, total individual) for tribal and non-tribal permits.	
Deliverables		**Due Date for 5**
5	**Ad hoc reports** for additional unanticipated support	Within 5 business days of request by EPA COR

TASK 2: PMOS Operations and Management

Subtask 2A: Subtask Name

The Contractor shall be responsible for general operations and maintenance of PMOS and shall fix all bugs found as part of routine operational requirements. The contractor shall also assist in upgrades to the PMOS system, if needed, as well as updates to user guide documents if the EPA COR identifies any as necessary. The contractor shall also provide user assistance to EPA Regions and states on PMOS questions and assist in giving new users access to PMOS, as directed by the WACOR.

PMOS non-stormwater and stormwater general permit data will also be used for the General Permits Web Inventory, which will be coordinated with the work on Advance Public Search tools under the eNOI Task Order.

For planning purposes, the contractor shall assume two backups of the files for priority permits status per month.

Deliverables:

Deliverables		**Due Date**
1	Daily maintenance/de-bugging	As necessary to maintain database functionality
2	Ad hoc user assistance over email or phone regarding PMOS questions	Within 1 business day of request from the WACOR
3	Updates to PMOS User Guide Documents	Within 10 business days of request from the WACOR
4	Backup files of the Priority Permits status information from the PMOS database, in MS Access format.	Within 1 business day of request from the WACOR

DELIVERABLES REQUIRED AND SCHEDULE FOR COMPLETION OF TASKS

Task	**Item Require**	**Due Date**	**Number of Copies and Format Requirements**
0	QAAP based on this PWS	Within 10 days of Work Assignment approval	One Copy, Microsoft Word or PDF

0	Monthly progress report that will include the labor hours and cost expenditures by individual subtasks, issues encountered and lessons learned regarding the progress of all tasks, the tracking of expenditures, and any other administrative activities.	By the 15th of each month	One Copy, Microsoft Word or PDF
0	Notification in writing to the CO and WACOR of expenditures reaching 50%, 75% and 90% of the authorized Work Assignment LOE/labor hours.	No less than 15 days in advance of expenditures reaching 50%, 75% and 90% of the authorized LOE/labor hours	One copy to CO and one to WACOR via Email
1A	Revised list of candidate priority permits in MS Excel for Fiscal Year 2018 after incorporating edits from states and EPA Regions, as well as ICIS	Within 5 business days following the request from WACOR	One Copy, Microsoft Excel
1B	**Draft and Updated Non-Tribal Report card** (major individual, minor individual, non-stormwater general permit covered facilities, summary) for non-tribal facilities.	Draft and updated reports are due 5 business days after receipt of all of the corresponding permit data from the WACOR	One Copy, Microsoft Excel
1B	**Draft and Updated Tribal Report card** (major individual, minor individual, non-stormwater general permit covered facilities, summary) for tribal facilities.	Draft and updated reports are due 5 business days after receipt of all of the corresponding permit data from the WACOR	One Copy, Microsoft Excel
1B	**Draft and Updated List of all facilities included in the backlog universe** (major individual, minor individual, total individual) for tribal and non-tribal permits.	Draft and updated reports are due 5 business days after receipt of all of the corresponding permit data from the WACOR	One Copy, Microsoft Excel

1B	**Draft and Updated List of all backlogged facilities** (major individual, minor individual, total individual) for tribal and non-tribal permits.	Draft and updated reports are due 5 business days after receipt of all of the corresponding permit data from the WACOR	One Copy, Microsoft Excel
1B	**Ad hoc reports** for additional unanticipated support	Within 5 business days of request by EPA COR	One Copy, Microsoft Excel
2A	Daily maintenance/de-bugging	As necessary to maintain database functionality	Via database
2A	Ad hoc user assistance over email or phone regarding PMOS questions	Within 1 business day of request from the WACOR	Via phone or email
2A	Updates to PMOS User Guide Documents	Within 10 business days of request from the WACOR	One Copy, Microsoft Word
2A	Backup files of the Priority Permits status information from the PMOS database, in MS Access format.	Within 1 business day of request from the WACOR	One Copy, Microsoft Access

CONTRACT PWS REFERENCE

See Contract SOW Page 1-10 of 14 *Task #3.3 "Water Program Rulemaking" and Task #3.5 "NPDES Permit Support"*

ANTICIPATED TRAVEL REQUIREMENTS

All travel shall be approved in advance by the Contract-Level Contracting Officer's Representative (CL-COR) and shall be in accordance with the Contract.

ADDITIONAL REQUIREMENTS:

Office direct costs (ODCs) for copying, postage/courier, supplies, computer usage, and graphics are allowed. No other ODCs are allowable as a direct charge to this delivery order without the prior written approval of the Contracting Officer.

Upon issuance of written technical direction, the Contractor shall submit for inspection of all work in progress at any time under this work assignment. The Contractor shall develop and maintain files supporting each task.

The contractor shall contact the Contracting Officer (CO) and/or the CL-CCOR by telephone to discuss any problems that may adversely affect the work on this Work Assignment. Within five (5) calendar days the contractor shall follow the phone call with a brief written explanation of the problem, including any actions already taken, and/or recommended solutions to correct the problem. Written explanation shall be made available to the CO and the PO.

CONTRACTOR IDENTIFICATION

To avoid any perception that contractor personnel are EPA employees, the contractor shall assure that contractor personnel are clearly identified as independent contractors of EPA when attending meetings with outside parties or visiting field sites.

CONTROL REQUIREMENTS

Quality Assurance Project Plan (QAPP):

A quality assurance project plan (QAPP) is required for this Work Assignment because it involves the generation, management, distribution, or use of primary and/or secondary environmental data that will be used or have the potential for use in environmental decision-making. The QAPP shall be developed in accordance with the "Office of Water Quality Management Plan" (EPA 821-X-02-001) and shall be formatted as specified in "EPA Requirements for Quality Assurance Project Plans" (EPA QA/R-5).

EPA requires that all environmental data used in decision-making be supported by an approved QAPP. The contractor shall follow the written procedures in the processing manual and any additional guidance provided by the COR in the performance of these tasks.

Organizational Conflict of Interest:

The Contractor shall warrant 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. See contract clause 1552.209-71 Organization of Conflict of Interest.

Notification of Conflicts of Interest Regarding Personnel:

The Contractor shall immediately notify the CL-COR 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 the 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. See Section H.4, contract clause EPAAR 1552.209-73 Notification of Conflict of Interest.

Enforcement Sensitive Information:

The contractor recognizes that contractor employees in performing tasks specified by this WA may have access to data/information, either provided by the government or first generated during contract performance, of enforcement sensitive nature which should not be released to the public without Environmental Protection Agency (EPA) approval. Enforcement sensitive refers to

records or information compiled for law enforcement purposes (whether administrative, civil or criminal), the disclosure of which could reasonably be expected to interfere with the enforcement action. It is imperative that all contractor personnel, including but not limited to, subcontractor and consultant personnel assigned to work on this contract and/or WA, or with access to materials developed pursuant to such efforts, understand that this information is confidential and any disclosure or misuse of the information may result in prosecution to the fullest extent of the law. All contractor personnel are expected to exercise due diligence in safeguarding, handling or disposing of any such information.

Project Employee Confidentiality Agreement

The contractor agrees that the contractor employee will not disclose, either in whole or in part, to any entity external to the 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 CL-CPR. 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 take action to prevent such disclosure. Such agreements shall be effective for the life and for a period of five (5) years after completion of the contract.

Handling of Confidential Business Information (CBI)

Contractor's access to TSCA CBI must comply with the procedures set forth in the TSCA CBI Security Manual. Likewise, access to FIFRA CBI shall follow the security procedures set forth in the FIFRA Information Security Manual.

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.

All files or other information identified as Confidential Business Information (CBI) shall be treated as confidential and kept in a secure area with access limited to only contractor personnel directly involved in the case or special project assignment. The contractor, subcontractor, and consultant personnel are bound by the requirements and sanctions contained in their contracts with the EPA and in EPA's confidentiality regulations found at 40 CFR Part 2, Subpart B. The contractor subcontractors, and consultant must adhere to EPA-approved security plans which describes procedures to protect CBI, and are required to sign non-disclosure agreements before gaining access to CBI.

All official data, findings, and results of investigations and studies completed by the contractor shall be available for EPA and DOJ internal use only. The contractor shall not release any part of such data without the written direction of the WACOR.

Conference/Meeting Guidelines and Limitations

The contractor shall immediately alert the WACOR to any anticipated event under the work assignment which may result in incurring an estimated $20,000 or more cost, funded by EPA, specific to that event, meeting, training, etc. Those costs would include travel of both prime and consultant personnel, planning and facilitation costs, AV and rental of venue costs, etc. The WACOR will then prepare approval internal paperwork for the event and will advise the contractor when appropriate signatures have been obtained. At that point, effort can proceed for the event. If the event is being sponsored by another EPA organization, the organization providing the planning is responsible for the approval.

PERFORMANCE SURVEILLANCE PLAN			
Performance Requirement	**Measurable Performance Standards**	**Surveillance Methods**	**Incentives/Disincentives**
Management and Communications: During the life of this work assignment, the Contractor shall notify EPA immediately of any issues that may impact the timeliness of deliverables of the problems associated with the development of deliverables.	The Contractor shall maintain contact with the WACOR throughout the performance of the work assignment. The contractor shall identify to the WACOR any delays with regard to deliverables not less than one week prior to the deliverable date that has been established in the work assignment or technical direction document. The contractor shall identify to the WACOR any issues or concerns that have a direct impact on project schedules within three (3) days of occurrence. The contractor shall provide options for EPA's consideration on resolving or mitigating the impacts identified.	WACOR and CL-COR (as necessary) will allocate the time needed to discuss and address all issues identified by the Contractor. The WACOR and CL-COR will document and maintain a complete record of the issues, agreements and outcome. The WACOR and CL-COR will review monthly progress reports for indicators of problems not previously mentioned. The WACOR will also monitor the timely receipt of deliverables. For those that are late without prior notice, the EPA will formally document to the Contracting Officer the late delivery.	If the contractor fails to implement corrective actions after EPA identifies and provided written documentation of performance issues, EPA will rate this performance category "unsatisfactory." If three or more the active work assignments for the period are rated unsatisfactory, EPA will rate the Business Relations category as unsatisfactory in the CPARS Contract Performance System.

Cost Management and Control: The Contractor shall perform all work in an efficient and cost effective manner, applying cost control measures where practical.	The Contractor shall monitor, track and accurately report level of effort, labor cost, other direct cost and fee expenditures to EPA through monthly progress reports and approved special reporting requirements. The Contractor shall assign appropriately leveled and skilled personnel to all tasks. The contractor should not exceed established work assignment ceilings and, in general, should expend dollars and hours at similar ratios. If either the expenditure of hours or dollars deviates significantly, the contractor shall provide an explanation in its Monthly Progress Report.	The EPA CL-COR will routinely meet with the Contractor's Project Manager to discuss the work progress and contract and individual work assignment level expenditures. The EPA CL-COR and WACOR shall review the Contractor's monthly progress reports and request the Work Assignment Contracting Officer's Representative to ensure that ceilings are not exceeded, that progress is being made, and that the contractor is effectively utilizing the LOE provided under the work assignment.	EPA will thoroughly review work assignment funding ceiling overruns to determine the contractor's ability to control the situation. If EPA determines that the contractor failed to control cost, the contractor will be rated "unsatisfactory" in this category. Multiple incidents of work assignment overrun that result in an overall cost overrun of greater than 4% of the approved total work assignment funding for the current contract period, will result in an unsatisfactory rating in the CPARS Contract Performance System.
Quality of Product/Services: The contractor shall ensure documents developed under this task order are quality products that are factual and based on sound science and engineering principles.	Products delivered under this work assignment must not contain any major factual errors. The analyses provided in each product shall be logical, consistent, and defensible.	The WACOR will review all documents delivered under this work assignment for content accuracy.	If EPA determines that the contractor's analyses is factually inaccurate or if significant technical errors are found in any documents produced by the contractor, EPA may determine that the cost associated with redoing the work shall be borne by the contractor. Multiple incidents of this nature under the contract will result in an unsatisfactory rating for Quality and Manage Control being reported to the CPARS Contract Performance System.