

**UNITED STATES ENVIRONMENTAL  
PROTECTION AGENCY**

**PERFORMANCE WORK STATEMENT**

*for*

**ENFORCEMENT SUPPORT SERVICES**

[Date]

# TABLE OF CONTENTS

Acronyms.....	iv
<b>Introduction and Background.....</b>	<b>1</b>
<b>Purpose.....</b>	<b>2</b>
<b>Scope.....</b>	<b>2</b>
<b>Contractor Qualifications.....</b>	<b>2</b>
<b>General Requirements.....</b>	<b>3</b>
<b>Technical Requirements.....</b>	<b>3</b>
<b>Task 1 - Potentially Responsible Party (PRP) Searches.....</b>	<b>3</b>
1.1 Overview.....	3
1.2 Information Gathering/Records Collection Activities.....	4
1.3 PRP Name and Address Verification.....	7
1.4 Correspondence Tracking and Transaction Reports.....	7
1.5 Analysis of PRP Search Information for Evidence of Liability.....	8
1.6 Development of Waste-in Lists, Volumetric Ranking Reports, and Waste-in Transactional Reports from PRP Search Activities.....	9
1.7 Corporate Research and Financial Assessments.....	10
1.8 Investigations.....	13
1.9 Title Searches.....	14
1.10 CERCLA Section 106 General/Special Notice and Section 104(e) Information Request Letter Support.....	16
1.11 PRP Search Reports.....	17
<b>Task 2 - Expedited PRP Search Support.....</b>	<b>17</b>
<b>Task 3 - Expedited General Enforcement Support.....</b>	<b>19</b>
3.1 Service of Process and Other Documents.....	19
3.2 Filing of CERCLA Liens.....	20
3.3 Filing of Deed Restrictions.....	20
3.4 Freedom of Information Act Support.....	21
<b>Task 4 - Negotiation Support.....</b>	<b>21</b>
<b>Task 5 - Litigation Support.....</b>	<b>23</b>
5.1 Referral Support.....	23
5.2 Evaluation of Cost Information.....	24
<b>Task 6 - Cost Recovery Support.....</b>	<b>24</b>
6.1 Cost Documentation and Redaction.....	24
6.2 Closeout Memoranda Support.....	25

<b>Task 7 – Community Involvement Support</b> .....	26
7.1 Public Meeting Support.....	26
7.2 Fact Sheet Production.....	27
7.3 Public Notices.....	28
7.4 Mailing Lists.....	29
7.5 Community Involvement Plans.....	30
7.6 Congressional Briefing Books.....	30
7.7 General Community Involvement Administrative Support.....	31
<b>Task 8 - Project Management, Planning and Support</b> .....	31
8.1 Project Management, Planning and Support.....	31
8.2 Quality Assurance.....	33
<b>Incentives/Disincentives for Activities Conducted Under This Contract</b> .....	34
<b>Attachment: Government Quality Assurance Surveillance Plan</b> .....	35

## ACRONYMS

### A

AA	Assistant Administrator
ADR	Alternative Dispute Resolution
AO	Administrative Order
AOA	Advice of Allowance
AOC	Administrative Order on Consent
AR	Administrative Record
ARAR	Applicable or Relevant and Appropriate Requirement
ARCS	Alternative Remedial Contracting Strategy
ATP	Ability to Pay
ATSDR	Agency for Toxic Substances and Disease Registry

### B

BIA	Bureau of Indian Affairs
BLM	Bureau of Land Management
BODR	Basis of Design Report
BPA	Blanket Purchase Agreement
BRAC	Base Realignment and Closure
BUREC	Bureau of Reclamation

### C

CA	Cooperative Agreement
CAA	Clean Air Act
CAG	Community Advisory Group
CB	Case Budget
CIC	Community Involvement Coordinator
CIP	Community Involvement Plan
CBI	Confidential Business Information
CD	Consent Decree
CERCLA	Comprehensive Environmental Response, Compensation, and Liability Act
CERCLIS 3/ WasteLAN	Comprehensive Environmental Response, Compensation, and Liability Information System/Waste Local Area Network
CFR	Code of Federal Regulations
CI	Civil Investigator
CO	Contracting Officer
COI	Conflict of Interest
COR	Contracting Officer's Representative
CRC	Cost Recovery Coordinator
CRI	Community Relations Implementation
CSA	Chemical Safety Audit
CT	Counter Terrorism
CWA	Clean Water Act

**D**

DD	Decision Document
DNAPL	Dense Non-Aqueous Phase Liquid
DOI	Department of the Interior
DOJ	Department of Justice
DQO	Data Quality Objective

**E**

EA	Endangerment Assessment
EAB	Environmental Appeals Board
EE/CA	Engineering Evaluation/Cost Analysis
EPCRA	Emergency Planning and Community Right-to-Know Act of 1986
EPA	Environmental Protection Agency
EPM	Enforcement Project Manager
ERCS	Emergency Response Cleanup Services
ERNS	Emergency Response Notification System
ESI	Expanded Site Inspection

**F**

FCOR	Final Closeout Report
FE	Federal Enforcement
FEMA	Federal Emergency Management Agency
FMD	Financial Management Division
FMO	Financial Management Office
FOIA	Freedom of Information Act
FR	Federal Register
FS	Feasibility Study
FSP	Field Sampling Plan
FY	Fiscal Year
FWS	Fish and Wildlife Service

**G**

GFO	Good Faith Offer
GNL	General Notice Letter

**H**

HASP	Health and Safety Plan
HRS	Hazard Ranking System

**I**

IAG	Interagency Agreement
IEUBK	Integrated Exposure Uptake Bio-Kinetic
IFMS	Integrated Financial Management System
IMC	Information Management Coordinator

## L

LDRs	Land Disposal Restrictions
LOE	Level of Effort
LTRA	Long-Term Response Action

## M

MOA	Memorandum of Agreement
MOU	Memorandum of Understanding
MPE	Multi-Phase Extraction
MSW	Municipal Solid Waste

## N

NBAR	Non-Binding Preliminary Allocation of Responsibility
NCP	National Contingency Plan (National Oil and Hazardous Substances Pollution Contingency Plan) (Abbreviated as National Contingency Plan in this document)
NEIC	National Enforcement Investigation Center
NMFS	National Marine Fisheries Service
NOAA	National Oceanic and Atmospheric Administration
NOD	Notice of Deletion
NOID	Notice of Intent to Delete
NOIPD	Notice of Intent for Partial Deletion
NOPD	Notice of Partial Deletion
NPL	National Priorities List
NRC	National Response Center
NRT-1	National Response Team Hazardous Material Emergency Planning Guide, 03/87
NRT-1A	National Response Team Criteria for Review of Hazardous Materials Emergency Plans, 05/98
NRRB	National Remedy Review Board
NTC	Non-Time-Critical

## O

O&F	Operational and Functional
O&M	Operation and Maintenance
OC	Office of Compliance or Office of the Comptroller
OE	Office of Enforcement
OECA	Office of Enforcement and Compliance Assurance
OERR	Office of Emergency and Remedial Response
OGC	Office of General Counsel
OIRM	Office of Information Resources Management
OLS	Office of Litigation Support
OMB	Office of Management and Budget
OPA	Oil Pollution Act
OSC	On-Scene Coordinator
OSHA	Occupational Safety and Health Administration
OSRE	Office of Site Remediation Enforcement
OSWER	Office of Solid Waste and Emergency Response

OU Operable Unit  
OWPE Office of Waste Programs Enforcement

**P**

P&C Participate and Cooperate  
PCOR Preliminary Closeout Report  
PDD Pre-Authorization Decision Document  
PNRS Preliminary Natural Resource Survey  
PO Project Officer  
POLREP Pollution Report  
PPA Prospective Purchaser Agreement  
PPED Policy and Program Evaluation Division  
PRN Pre-Referral Negotiation  
PRP Potentially Responsible Party  
PWS Performance Work Statement

**Q**

QA Quality Assurance  
QA/QC Quality Assurance/Quality Control  
QAO Quality Assurance Office  
QAPP Quality Assurance Project Plan  
QAPP/FSP Quality Assurance Project Plan/Field Sampling Plan  
QC Quality Control

**R**

RA Remedial Action or Regional Administrator  
RAC Response Action Contract  
RAGS Risk Assessment Guidance for Superfund  
RAR Remedial Action Report  
RCRA Resource Conservation and Recovery Act  
RD Remedial Design  
RD/RA Remedial Design/Remedial Action  
RSD Regional Support Division  
REM Remedial Engineering Management  
RI Remedial Investigation  
RI/FS Remedial Investigation/Feasibility Study  
RO Regional Ombudsman  
ROD Record of Decision  
RPM Remedial Project Manager  
RRT Regional Response Team

**S**

SAIC Special-Agent-In-Charge  
SAP Sampling and Analysis Plan  
SARA Superfund Amendments and Reauthorization Act of 1986  
SCAP Superfund Comprehensive Accomplishments Plan

SCORPIOS Superfund Cost Recovery Package Imaging and Online System  
SDMS Superfund Document Management System  
SE State Enforcement  
SEP Supplemental Environmental Project  
SIP Site Inspection Prioritization  
SMOA Superfund Memorandum of Agreement  
SMP Site Management Plan  
SNAP Superfund National Assessment Program  
SNL Special Notice Letter  
SPCC Spill Prevention Controls and Countermeasures  
SOL Statute of Limitations  
SOW Statement of Work  
SPIM Superfund/Oil Program Implementation Manual  
SSC Superfund State Contract  
START Superfund Technical Assistance and Response Team

### T

TAG Technical Assistance Grant  
TBC To Be Considered  
TOM Contract Manager  
TRT Technical Review Team  
TSCA Toxic Substances Control Act  
TST Technical Support Team

### U

UAO Unilateral Administrative Order  
USACE United States Army Corps of Engineers  
USC United States Code  
USCG United States Coast Guard  
USGS United States Geological Survey

### V

VCP Voluntary Cleanup Program  
VE Value Engineering  
VOC Volatile Organic Compound

### W

WasteLAN Waste Local Area Network



**PERFORMANCE WORK STATEMENT**  
*for*  
**ENFORCEMENT SUPPORT SERVICES**

**INTRODUCTION AND BACKGROUND**

For enforcement support services performed pursuant to this Performance Work Statement (PWS), the Contractor shall perform in accordance with all environmental statutes as appropriate [e.g., Comprehensive Environmental Response, Compensation and Liability Act (CERCLA), Emergency Planning and Community Right-To-Know Act (EPCRA), Superfund Amendments Reauthorization Act (SARA), Resource Conservation and Recovery Act (RCRA), Clean Air Act (CAA), Clean Water Act (CWA) and Toxic Substances Control Act (TSCA), or successor statutes.

Successful completion of enforcement activities at Superfund sites requires close coordination of these activities in concert with other site events. The pace of enforcement activities is often dictated by removal actions, mandatory notice to Potentially Responsible Parties (PRPs), public comment periods, and statutes of limitation (SOLs). Each of the enforcement support activities listed in this PWS is interrelated with, and dependent upon, the others. Site complexities such as divisibility of harm, multiple operable units, and both cooperative and recalcitrant PRPs at the same site make it difficult to delineate the end of one enforcement activity and the beginning of another. Enforcement should be considered an ongoing process rather than a discrete event. Each activity has a direct bearing on the others, and successful performance of each activity is essential to the successful completion of all activities. Therefore, in order to provide any of the activities below, the Contractor must be capable of providing them all.

Project planning and managerial support is an essential part of the PRP search planning process and describes potential roles and responsibilities of parties involved and shall be included as an ongoing part of all tasks listed in this PWS. Project planning and support includes all technical and managerial activities required to plan and implement all work required under this Contract. Each time the government issues a Task Order, the Contractor shall submit a Staffing Plan/Cost Estimate (SP/CE), incorporating the proposed personnel that will be working on the project and an itemized estimate of the cost to complete the work.

For the purpose of this PWS, the words “The Contractor” shall mean that the firm that is selected for this procurement. Any and all services or products shall be delivered in compliance with all applicable federal, state, and local laws, regulations, guidance and policies and will be adjusted to reflect those applicable laws, regulations, guidance, and policies which become effective after the effective date of the Contract. A collection of federal environmental laws, regulations, and non-binding guidance documents may be accessed at <http://www.epa.gov/epahome/lawregs.htm>.

Contractors may access web sites for individual states and or/local jurisdictions at their appropriate web sites for relevant laws, regulations, and policy documents.

Analysis and/or recommendations provided to EPA under the Contract, by a Contractor, may be used by the Agency; however, a Contractor shall not make any decisions or assist in the development of

policy documents for the Agency. The Contractor shall explain to outside parties, at the onset of communications, that they are Agency Contractors.

## **PURPOSE**

The purpose of the Contract is to provide legal enforcement support services to the Agency for activities described within this PWS. The purpose of this PWS is to set forth the performance requirements, performance standards, monitoring methods, acceptable quality limits, and incentives/disincentives for work performed under the Contract.

## **SCOPE**

This Contract provides for legal enforcement support activities as defined in the PWS and further identified in specific Task Orders.

Enforcement activities under this PWS include PRP search activities at all site types. These sites include, but are not limited to: sites recently proposed to or finalized on the NPL; sites where PRP search activities are ongoing; and, sites where the PRP search activities are necessary to meet current enforcement needs, (e.g., information needed to support an orphan share determination).

While the PWS is structured by specific technical requirements, enforcement support activities may overlap different technical requirements within this PWS. The Contractor shall submit all analyses, options, recommendations, reports and any other work products in draft form for review by the EPA Contract Officer's Representative (COR) prior to use or distribution. The government will make all final regulatory, policy, and interpretative decisions resulting from Contractor-provided advice and assistance under this PWS, as well as all final decisions regarding compliance determinations, or the existence or violations of, an order, law, regulation, etc.

This PWS contains Performance Requirements, Performance Standards, the Acceptable Quality Level (AQL) for work performed, the Monitoring Methods to be utilized by the government, and Incentives/Disincentives for Contractor performance. The government reserves the right to modify the Performance Standards during the life of this Contract in order to ensure that the right outcomes are being realized and that the Performance Standards are appropriate. Any changes will be accomplished via a bilateral Contract modification. The government reserves the unilateral right to change its monitoring methods specified herein consistent with the inspection rights already provided to the government under the Inspection of Services clause, and may reduce the level of surveillance as a reward, if the Contractor consistently meets the Performance Standards. Technical Requirements under the Contract include the tasks described in detail below.

## **CONTRACTOR QUALIFICATIONS**

- Staff with basic knowledge of the Superfund/CERCLA process.
- Staff skilled in research techniques, including internet searches and public records
- Staff skilled in database management for mailing lists, volumetric rankings, desk-top publishing, graphics for presentations, and fact sheets.
- Staff skilled in producing material for the public that communicates complex technical environmental information in language understandable to the lay reader.

- Staff experienced with meeting planning and logistics.
- Staff skilled in developing communication strategies and planning public involvement activities.
- Office located in Denver metropolitan area.

### **GENERAL REQUIREMENTS**

- Furnish all personnel, services, materials, and equipment to perform the enforcement support activities described in the PWS and as specified in Task Orders by CORs.
- Maintain technical and financial records as specified in the Contract and by the COR.
- Receive Task Orders via individual site-specific Task Orders.
- Track and bill costs site-specifically to facilitate cost recovery efforts.

### **TECHNICAL REQUIREMENTS**

- Expertise in conducting Potentially Responsible Party (PRP) Searches at various types/complexity of sites, including mining sites, multiple generator sites, etc.
- Develop Staffing Plans/Cost Estimates with 10 days of Task Order acceptance, or within 48 hours for expedited enforcement support activities
- Capability to start work on the assigned task, when necessary, under expedited conditions
- Expedited General Enforcement Support Activities
- Negotiation Support
- Litigation Support
- Cost Recovery Support
- Community Involvement Support
- Project Management and Planning

## **TASK 1 POTENTIALLY RESPONSIBLE PARTY (PRP) SEARCHES**

### **1.1 OVERVIEW**

The purpose of a PRP search is to gather evidentiary information on PRPs that may be liable for actions conducted under CERCLA. From the notification of a release through the remedial action, identification of, and communications with, the PRPs are essential in determining the strategy for a cleanup. When appropriate, and as identified in a Task Order, the Contractor shall conduct PRP search activities with the PRPs and/or the PRPs' contractor where the PRPs and EPA are jointly performing PRP search activities.

All Staffing Plans/Cost Estimates for PRP search activities described in this PWS shall be written so as to provide enforcement support and perform all PRP search activities in accordance with the three program guidance documents listed below.

**Potentially Responsible Party (PRP) Search Manual**, September 2003, supersedes the PRP Search Manual, August 27, 1987 (9834.3-1A) and the PRP Search Supplemental guidance for Sites in the Superfund Remedial Program, June 29, 1989 (9834.3-2a) published by the U.S. Environmental Protection

Agency's former Office of Waste Programs Enforcement. The PRP Search Manual can be accessed on-line at: <http://www.epa.gov/compliance/resources/publications/cleanup/superfund/prpmanual/index.html>.

**Guidance on Preparing and Releasing Waste-in Lists and Volumetric Rankings to 1991 PRPs Under CERCLA**, can be found in the PRP Search Manual, September 2003, Chapter 3, Section 3.8. A direct reference to that particular policy can be found at:  
<http://www.epa.gov/compliance/resources/policies/cleanup/superfund/guide-volument-rpt.pdf>.

**Elements of Liability Under Section 104, 106, and 107 of CERCLA, U.S. Department of Justice, (Current edition)**

In planning and implementing PRP Search support activities, the Contractor shall ensure consistency with EPA-developed plans guiding site enforcement activities which may be in existence, such as a Site Management Plan, PRP Search Plan, etc.

Any deliverable submitted under this Contract shall be of acceptable quality, which means that, the deliverable:

- demonstrates a good command and usage of the English language (e.g., discussion of facts flow in a coherent and organized manner);
- demonstrates use of proper grammar (noun and verb tense correspond, etc.); and,
- is free of incomplete sentences and misspelled words.

All deliverables, unless directed differently in the individual Task Order, shall be printed double-sided. Sensitive information is properly labeled.

The government may order all or parts of a PRP Search and/or corresponding section(s) of a PRP Search. Thus, the Contractor may be required to perform any (or all) of the Baseline Tasks and Specialized Tasks described in the September 2003 PRP Search Manual (chapter 3, Section 3.10 for baseline tasks), which lead to the production of a PRP Search Report. These tasks are consolidated and summarized below:

## **1.2 INFORMATION GATHERING/RECORDS COLLECTION ACTIVITIES**

In accordance with the September 2003 PRP Search Manual, preliminary information gathering tasks of a PRP Search generally include interviewing government officials and private parties, records collection activities, conducting industrial surveys, and developing site histories. The information obtained during this phase will be used to produce a written history of the site. The Contractor may be tasked with performing some or all of the following activities.

### **Performance Requirements:**

The Contractor shall identify Agency, state and local government officials and interview them in order to obtain information on: (1) the existence of relevant documents such as site records, permits, and clean-up orders, hauler's licenses, business licenses, landfill permits, zoning permits, building permits, zoning ordinances, and compliance history; and, (2) the names of individuals who may be knowledgeable about the site (e.g., current and former site employees who may have information regarding site operations). If

directed to do so by EPA, the Contractor shall interview private individuals regarding site history and operations.

The Contractor shall search for and obtain copies of federal, Agency, state and local government documents, and documents located at the site that provide relevant information on the activities that have taken place at the site. The Contractor shall review relevant business records in order to document potential liability in accordance with CERCLA Section 107(a), to document PRPs' volumetric contribution, and the PRPs' ability to pay.

The Contractor shall have the capability to photocopy documents, sometimes at remote locations. The Contractor shall assess and provide a written recommendation as to whether site records to be reviewed are contaminated by hazardous wastes. The Contractor shall have the capability to handle contaminated documents, and to safely transport and/or store such records should the situation arise. The Contractor shall undertake all appropriate measures to protect the health and well-being of its employees in these situations, including training in the proper handling of contaminated records.

The Contractor shall conduct industrial surveys, and incorporate relevant information into the PRP Search Report, or as otherwise directed.

Based on information obtained during the PRP Search activities, the Contractor shall prepare and deliver to the government a written "Site History", including operational and compliance histories, which shall be incorporated into the PRP Search Report.

The Contractor shall report relevant findings to the government as required under the site-specific Task Order and incorporate the information into the PRP Search Report, or as otherwise directed.

The Contractor shall save and manage the copies of relevant documents obtained under this subtask in accordance with the information management requirements detailed in this PWS and the EPA site-specific Task Order.

**Performance Standards:**

The information gathered demonstrates that the Contractor has conducted interviews in accordance with proper interview standards set forth in applicable Federal and State rules of evidence and relevant interpretive case law concerning collection, chain of custody, credibility, and admissibility. Interviews shall be documented in a Memorandum of Interviews, summarizing information and/or documents acquired.

Each document shall be assigned a unique tracking number, and specific information about the document is recorded, including the document's date, record type, author, recipient, and subject. Information gathered may include: licenses, permits, inspection reports, contamination or environmental studies, sampling data, and memoranda and correspondence between site owners/operators and government officials which would document a PRP's compliance history.

Relevant documents are copied and incorporated into reports in a manner consistent with Agency guidance on reproduction and document record collection activities in PRP Search Reports set forth in the September 2003 PRP Search Manual. Records collected shall be organized in a manner compatible with the Region's Superfund filing structure and, at a minimum, identify each document by its source, location, provider, and legal status (i.e., original, certified copy, true copy, etc.). Documents shall be indexed in

conformance with Regional and national standards, as outlined in EPA Superfund Standard Operating Procedures.

The Contractor shall take all appropriate actions to ensure and protect the health and well being of its employees, and in the safe handling and transport/storage of contaminated records.

The Contractor shall research records such as industrial directories, Chamber(s) of Commerce records, business school libraries, insurance company maps, city directories, aerial photograph collections, urban archives, and the Internet, where deemed necessary.

The report shall conform to the format and content standards for a "Site History" as outlined in the September 2003 PRP Search Manual.

Supporting documents cited in the report (e.g., government documents, title search documents, and interview summaries) shall be correctly identified in accordance with the information management requirements of the site-specific Task Order.

All work shall be performed and draft final reports shall be delivered in accordance with the deadlines outlined in the Task Order. Costs shall be within the amount of the approved budget ceiling.

**Acceptable Quality Level (AOL):**

The Contractor has contacted and interviewed government officials and other individuals (with prior authorization from the COR) that have information relevant to the site and/or have had direct involvement with the site and knowledge of site operations. The Contractor has included this information in a draft PRP Search Report, or as otherwise specified by the EPA COR.

The Contractor has identified and obtained, or made copies of, all relevant records for the site and has incorporated relevant information into a draft PRP Search Report, or as otherwise directed by the EPA COR. The PRP Search Report adheres to the performance standards listed above.

EPA-approved site-specific Health and Safety Plans are prepared prior to the handling, transport, storage, and/or review of contaminated records.

All errors and corrections noted by the COR on the draft deliverables have been addressed and corrected.

**Monitoring Method:**

EPA will review the documentation and the Memoranda of Interviews in order to determine whether there are other sources of information that need to be researched.

When necessary, EPA shall review and approve the site-specific Health and Safety Plan prior to the Contractor handling contaminated records. EPA will review the list of records acquired in order to determine whether all appropriate records have been collected.

The EPA COR and Site Attorney will review the Contractor's draft and final reports for use and incorporation of verified facts, and will note progress during the reporting period on the monthly progress reports.

### **1.3 PRP NAME AND ADDRESS VERIFICATION**

The Contractor shall assist the Agency in gathering accurate contact information for PRPs that will facilitate in mailings, settlement negotiations, and cost recovery actions.

#### **Performance Requirements:**

The Contractor shall maintain a current, up-to-date list of PRPs' names, addresses, and other contact information (e.g., address, phone number, attorney's name, address, and phone number) which will enable EPA to serve enforcement-related correspondences. The Contractor shall verify the accuracy of the PRPs' addresses prior to the mailing of any correspondence and shall notify the EPA COR of any correspondence that is returned undeliverable.

#### **Performance Standards:**

The contact list identifies the name, address, and other contact information for all PRPs and the current CEO/manager, or provides a brief notation explaining why the information is unavailable. For all corporate PRPs, the list identifies the corporate address, registered agent, officers, mergers, name changes, dissolutions, and date of incorporation. The work is performed in accordance with the schedule outlined in the Task Order. Costs are within the approved budget ceiling.

#### **Acceptable Quality Level (AQL):**

No more than 5% of enforcement correspondence is returned as undeliverable due to a bad address.

#### **Monitoring Method:**

Through self-inspection, the Contractor shall sample up to 10% of the addresses to ensure the accuracy of the information. The EPA COR may perform a random sampling of up to 10% of the PRP Name and Address verification and check for accuracy. The EPA COR will note any unacceptable performance on the Contractor's monthly Performance Evaluation Sheet.

### **1.4 CORRESPONDENCE TRACKING AND TRANSACTIONAL REPORTS**

The Contractor shall assist the Agency in the development of databases that track contact with PRPs and transactional data related to individual PRPs.

#### **Performance Requirements:**

When required, the Contractor shall maintain a Correspondence Tracking System (CTS) that contains data extracted from information provided by PRPs in response to inquiries by EPA.

When required, the Contractor shall prepare and deliver to the government a Transactional Report which shall consist of information extracted from written documents such as, but not limited to, waste manifests, invoices and/or witness testimony to establish time frames, wastes or material contaminated, individual and/or facilities involved, and volumetric values.

#### **Performance Standards:**

The CTS can produce reports that contain PRP contact information with verified addresses, dates of mailings, receipt dates of responses, depositions, interview summaries, etc.

The Transactional Report contains and summarizes, by generator: document types, manifest number or other identifying number, shipment dates, waste types, volumes, volume conversions, and transporter name(s). The report contains 100% accurate information. The report is submitted in accordance with the Task Order requirements and deadlines. Costs are within the amount of the approved budget ceiling.

**Acceptable Quality Level (AQL):**

Challenges made by PRPs regarding the volume attributed to them do not result in changes to the waste allocation for that PRP due to duplication of entries, transposed numbers, wrong information, etc.

**Monitoring Method:**

The Contractor, through self-inspection, shall review all of the information submitted on the Transactional Report to ensure that the report contains no grammatical or typographical errors. The EPA COR may perform a random sampling of up to 25% of the information to ensure that the standards have been met.

**1.5 ANALYSIS OF PRP SEARCH INFORMATION FOR EVIDENCE OF LIABILITY**

The Contractor shall collect and summarize information in support of enforcement actions to be taken by the Agency.

**Performance Requirements:**

The Contractor shall analyze and organize the information obtained during PRP Search activities in accordance with the rules of evidence, CERCLA elements of liability, and applicable case law. The Contractor shall provide a written summary of the information gathered during the PRP search in the form of evidence summary sheets and shall analyze the information for evidentiary value, strength, and admissibility.

The Contractor shall make written recommendations as to the classification of each “person” [as defined in CERCLA section 101(e)(21)] identified during the research into appropriate PRP categories for EPA consideration an approval based on CERCLA Section 107(a).

**Performance Standards:**

Deliverables demonstrate that the Contractor performed in accordance with proper investigative standards, given applicable federal and state rules of evidence and relevant interpretive case law concerning collection, chains-of-custody, credibility, and admissibility. Deliverables are submitted in accordance with Contract and Task Order requirements and deadlines. Costs are within the amount of the approved budget ceiling.

**Acceptable Quality Level (AQL):**

The draft and final deliverables adhere to the format and content standards as defined in the PWS.

**MONITORING METHOD:**

The EPA COR and Site Attorney will review the draft and final reports, and shall rate the Contractor’s performance on the monthly Performance Evaluation Sheet.



## **1.6 DEVELOPMENT OF WASTE-IN LISTS, VOLUMETRIC RANKING REPORTS, AND WASTE-IN TRANSACTIONAL REPORTS FROM PRP SEARCH ACTIVITIES**

As required, the Contractor shall provide technical support to EPA in the areas of chemical processes, chemical fate, waste modeling, and the development of transactional databases to support EPA during the PRP search and in the analysis and development of waste-in information.

### **Performance Requirements:**

The Contractor shall develop and submit for the EPA COR's approval, a set of site-specific Protocols to be applied in the review of supporting documents and allocation of waste volume to PRPs.

The Contractor shall develop, operate, and maintain an electronic database which contains information needed to produce Waste-in Lists, Volumetric Ranking Reports, and Waste-in Transactional Reports.

The Contractor shall prepare and deliver to the government an accurate inventory of wastes that were generated at, transported to, stored, or disposed of at a site in the form of a computer-generated listing of the volume and nature of hazardous substances contributed by each PRP identified at a site, noting any weaknesses in data.

The database shall be functional and compatible with EPA software. If requested, the Contractor shall install the database (with edit capability) on the EPA COR's computer or designated laptop computer, and provide training on its use.

### **Performance Standards:**

Protocols are adhered to in all cases where possible. If a particular transaction presents an exception to the protocols, the Contractor brings it to the attention of the EPA COR and Site Attorney for a determination on how to proceed. The protocols incorporate standard unit conversion factors.

The Waste-in List accurately represents the supporting documentation in the file. The report identifies the specific sources of information (e.g., waste stream records, government records, interview reports, etc.) used to attribute volumes of waste to each PRP. The record number assigned to it under the site information management system identifies each document source. All double counts are identified (i.e., waste shipments attributed to both generators and transporters).

The report summarizes analyses performed to estimate volumes of hazardous waste attributable to PRPs including chemical processes, chemical fate, and waste modeling. The report presents stoichiometric calculations, analysis of material balances, and interpretation of process engineering data about manufacturing processes employed by PRP generators.

The Waste-in List states all clarifying assumptions made during compilation in accordance with the "Generally Accepted Waste-in List and Volumetric Ranking Assumptions," in the September 2003 PRP Search Manual. The Waste-in List document summarizes analyses performed to estimate volumes of hazardous waste attributable to PRPs, including stoichiometric calculations, analysis of material balances, and interpretation of process-engineering data about manufacturing processes employed by PRP generators.

The Volumetric Ranking conforms to the Contractor proposed, government-approved report format. The Volumetric Ranking Report created for release to PRPs satisfies 100% of the information-release requirements of CERCLA Section 122(e)(1)(C).

The database is functional and compatible with EPA software. If requested, the Contractor has installed the waste-in database on the EPA COR's computer or designated laptop computer, and provides training on its use, if needed. The database is completed within the proscribed schedule detailed in the Task Order. Costs are within the amount of the approved budget ceiling.

**Acceptable Quality Level (AQL):**

Less than 5% of the data input into the database is incorrect. Challenges to the Waste-in List are defensible, i.e., challenges made by PRPs regarding the volume attributed to them do not result in changes to the waste allocation for that PRP due to duplication of entries, transposed numbers, wrong PRP, etc.

**Monitoring Method:**

The government may review the Contractor's self-inspection records and may independently verify the accuracy of waste-in data entries against a random sampling of transactional source documents from which the volumes were derived.

The EPA COR may perform a random sampling of up to 10% of the information to ensure that the standards have been met. The EPA COR will review the draft and final reports and the Contractor's monthly progress reports.

## **1.7 CORPORATE RESEARCH AND FINANCIAL ASSESSMENTS**

**Financial Assessments.** The Contractor will be required to provide support to the Agency, when necessary, in building a case involving parent corporation, subsidiary liability, and ability-to-pay analyses. The estimated twelve-month caseload is six different cases during any given 12-month period of the Contract. Of these six cases, EPA expects that 4 of the cases will be simple or routine cases, 1 case will be of intermediate complexity, and 1 case will be complex. One or more of the complex cases may require Contractor support at pretrial depositions or at trial.

**Property Appraisals.** The Contractor shall arrange for appraisals of real and personal property, as requested. The estimated 12-month caseload is 1-2 appraisals.

**Property Surveys.** The Contractor shall arrange for property surveys, as requested. The estimated 12-month caseload is 1.

**Performance Requirements:**

The Contractor shall perform corporate research and conduct or arrange for a financial analysis when required and, as directed, submit a report to the government assessing each PRP's ability to pay for clean-up activities at a site. [PRPs include individuals, partnerships, corporations ("profit" and "non-profit"), trusts, municipalities, and other legal entities.]

The Contractor may be asked to perform one or more of the tasks described below in support of EPA enforcement activities involving a particular Superfund site. The degree of detail required in any given financial analysis will depend on the circumstances surrounding the case, and may require only a Ben &

Abel analysis, or a more thorough analysis of a PRP's involvement with multiple partnerships, corporations, trusts, etc. The following tasks describe the type of activities that may be assigned.

Financial Analysis of Individuals: The Contractor shall analyze the ability of individual PRPs (including sole proprietors or business partners) to contribute to financing response costs at a Superfund site. The Contractor will use individual tax returns, individual financial statements and other financial information provided by the PRP to EPA, as well as available public documents, to provide EPA with advice regarding the PRP's ability to contribute to response costs at the site.

Financial Analysis of Business PRPs: The Contractor shall analyze the ability of business PRPs to contribute to financing response costs at a Superfund site. The Contractor shall use Federal tax returns, business financial statements, and other financial information provided by the PRP to EPA. In addition, the Contractor shall use available public documents and other sources of business information, as applicable to the business PRPs, to provide EPA with advice regarding the PRP's ability to contribute to response costs at the site.

Financial Analysis of Government Organizations: The Contractor shall analyze the ability of PRPs who are government organizations, such as municipalities, counties, state agencies or universities, to contribute to financing response costs at a Superfund site. The Contractor shall use financial statements and other financial information provided by the PRP to EPA, as well as available public documents, and shall apply principals of government finance to provide EPA with advice regarding the PRP's ability to contribute to response costs at the site.

Financial Analysis of Non-profit Organizations: The Contractor shall analyze the ability of PRPs who are non-profit organizations, either government or non-governmental organizations, such as educational institutions, hospitals, and service organizations, to contribute to financing response costs at a Superfund site. The Contractor shall use financial statements and other financial information provided by the PRP to EPA, as well as available public documents, and shall apply accounting principals applicable to non-profit organizations to provide EPA with advice regarding the PRP's ability to contribute to response costs at the site.

Review and Analyze Financial Assurance Documents: The Contractor shall review and analyze financial assurance documents provided to EPA by PRPs to fulfill financial responsibility obligations under Superfund settlements. The Contractor will advise EPA whether the economic assumptions used to calculate the present value of the cost estimates are acceptable or unrealistic and whether the financial assurance documents satisfy EPA's criteria for acceptability of such financial assurance documents, based on the requirements established by the EPA enforcement attorneys working on the case and EPA CERCLA financial assurance guidance.

The Contractor may be asked to assist EPA in reviewing the following types of financial assurance documents: trust agreements, surety bonds, letters of credit, and corporate guarantees or self-guarantees, using an EPA financial test method or other method of financial assurance as requested by EPA.

Financial Analysis of Complex Corporate Organizations: The Contractor shall research and analyze the history and organizational structure of complex corporate organizations. The Contractor will use corporate Federal tax returns, other available financial statements and other information provided by the PRP to EPA. In addition, the Contractor will use available public documents and other sources of

business information. The Contractor will assist EPA in understanding the relationships among existing corporations and their potential liability for Superfund response costs. The analyses may focus on a variety of issues such as an analysis of the operation and control of a PRP by another person, the ability of a person to undercapitalize a PRP, an evaluation of the fair market value of related-party transactions, the ability of a PRP to limit or reduce its earnings for the benefit of a different person, and the ability of a PRP to transfer an investment or other asset to an entity that may not be subject to CERCLA authority.

Assist with Settlement Negotiations with Superfund PRPs: The Contractor shall assist EPA enforcement teams (including DOJ enforcement attorneys) with negotiations with PRPs regarding financial issues in Superfund enforcement cases. This assistance may include assistance in drafting information requests and interrogatories, reviewing draft settlement documents, participating in conference calls and meetings with PRPs, and providing advice to EPA and DOJ attorneys during depositions.

Provide Expert Witnesses in Administrative Hearings or Judicial Cases: If required, the Contractor shall provide financial analysts qualified to testify as expert witnesses in mediation, administrative hearings, or judicial trials in Superfund enforcement cases. The financial analysts shall assist EPA and DOJ enforcement attorneys to prepare for administrative and civil litigation of financial issues, including preparing expert reports and affidavits, reviewing documents provided by defense counsel and drafting questions for examining defense witnesses.

Review Compliance with Superfund Settlements and Orders: If required, the Contractor shall assist EPA enforcement staff in reviewing compliance with Superfund settlements and orders involving financial issues (including financial assurance issues). Such compliance reviews may include assisting EPA to calculate the economic benefit derived by liable parties from non-compliance with CERCLA requirements.

Develop and Test Financial Analysis Tools: The Contractor may be asked to work with the Office of Site Remediation Enforcement (OSRE) and Regional case teams to develop and test the usefulness of financial analysis tools (such as spreadsheets and databases) in the context of providing financial analysis expert support for Superfund cases.

The Contractor shall submit all work products for review and approval to the COR. The appropriate EPA enforcement case staff person and the COR will review all deliverables in draft form and provide revisions and/or comments to the Contractor. The Contractor shall prepare the final deliverables incorporating EPA's comments. EPA will make all final determinations and decisions after a critical and close review of the Contractor's work product. All work products resulting from the performance of this contract are the property of EPA. The Contractor shall not publish or otherwise release, distribute, or disclose any work product generated under this contract without obtaining EPA's express written approval.

Provide Property Appraisals: The Contractor shall provide property appraisals by a licensed individual that is certified and qualified to perform property appraisals for contaminated properties.

Provide Property Surveys: The Contractor shall provide property surveys by a licensed, certified surveyor.

Reports:

In most cases the Contractor will be asked to provide written reports of the analysis conducted and the Contractor's advice to EPA. The Contractor shall use all available relevant information, including documentation received from the PRP. The Contractor shall document all aspects of any analyses performed under the contract, in order to maintain a clear and complete record that reflects the process by which the Contractor reaches its conclusions.

The Financial Reports shall generally: (a) summarize the substance of the financial issues being addressed; (b) list documents received from EPA or from a third party (such as a PRP) which were reviewed and formed a basis for the financial analysis; (c) describe the methods of financial analysis used to arrive at recommendations; (d) identify relevant EPA guidance documents and how they were applied in the analysis and recommendations; (e) explain policy or action alternatives, if any; and, (f) otherwise make clear the methods and considerations upon which recommendations are based.

**Performance Standards:**

The financial assessment report includes the name, address, and phone number of the entity analyzed, identification of its officers, dates and place of incorporation, corporate status, and Registered Agent, where applicable. If required, the Contractor has provided a financial assessment of each PRP's ability-to-pay based upon standard Accounting and Finance measures of income, solvency, and asset valuation. The financial assessment report cites all sources of financial information used in the assessments. The report discusses all limitations regarding the information used in the assessments and any assumptions made. The report provides a risk assessment and analysis of EPA's risk in accepting payments from the PRPs.

If an appraisal on contaminated property is required, the individual selected to perform such appraisal has knowledge of CERCLA and has experience in the unique considerations necessary for evaluation of contaminated properties.

Property surveys have been conducted by licensed surveyors and reports shall include Plat maps and a narrative legal description of the property. Qualifications of the surveyor are noted in the report.

All schedules and deadlines stated in the Task Order are met. Costs are within the amount of the approved budget ceiling.

**Acceptable Quality Level (AQL):**

The draft and final reports adhere to the format and content standards as defined in the PWS. The deliverables provide the analysis and products defined in the Task Order. Work is completed in accordance with the defined schedules and deadlines in the Task Order, and costs are within the approved budget ceiling.

**Monitoring Method:**

The EPA COR will review the Contractor's draft and final reports and the monthly progress reports.

**1.8 INVESTIGATIONS**

During the course of PRP searches, it is routinely necessary to obtain and develop information from parties not known at the outset of the search.

**Performance Requirements:**

The Contractor shall identify and pursue investigative leads, including locating individuals who may be knowledgeable about the site operations and waste-handling practices (e.g., current and former site employees), as well as PRPs (individuals and businesses) and their assets.

The Contractor shall prepare and submit a list of individuals and former employees that may have knowledge relating to the site operations to EPA prior to conducting interviews with them. When directed, the Contractor shall make all reasonable attempts to locate and contact former employees for interviewing. The Contractor shall submit a list of interview questions to the EPA COR for approval prior to conducting the interviews. As required by the individual Task Order, the Contractor shall conduct recorded interviews and transcribe the recording of the interview, and/or provide audio/audio-visual recordings. The Contractor shall prepare a report summarizing each of the interviews conducted, noting any discrepancies in information and what actions were taken to resolve or substantiate the discrepancies. The Contractor, when appropriate, shall have the means to secure the services of a licensed private investigator.

When required, the Contractor shall provide testimony regarding PRP search activities conducted by the Contractor in support of EPA's CERCLA 104(e) enforcement actions.

**Performance Standards:**

The list of potential individuals and former employees to be interviewed contains names, current or last known addresses and phone numbers, and indicates the relevant knowledge the individual is expected to provide, as well as the questions to be asked of the individual.

The deliverable demonstrates that the Contractor conducted the investigations in accordance with: (a) proper investigative standards set forth in applicable federal and state rules of evidence and relevant interpretive case law concerning collection, chains-of-custody, credibility, and admissibility; and, (b) the scope, application, and specific provisions of CERCLA Section 104(e) relating to the investigative jurisdiction of EPA. The report contains a detailed summary of the information obtained (including all opinions, comments, and statements of the interviewee, whether or not erroneous).

The work is performed in accordance with the schedule and deadlines specified in the Task Order. Costs are within the approved budget ceiling.

**Acceptable Quality Level (AQL):**

The final report adheres to the above standards.

All errors or corrections noted by the EPA COR on the draft report have been addressed and corrected in the final report.

**Monitoring Method:**

The EPA COR will review the draft and final reports and the Contractor's monthly progress reports.

**1.9 TITLE SEARCHES**

The purpose of this task is to provide the government with information about owners, lessees, and operators at a site that will assist in the issuance of CERCLA Section 106 Notice Letters.

**Performance Requirements:**

The Contractor shall conduct a title search in order to identify past and present site owners, as well as owners of properties adjacent to the site which fall within the jurisdiction of EPA, and deliver to the government a Title Search Report summarizing the ownership history of the property(ies) involved. The Contractor shall conduct lessee/operator searches. If requested, the Contractor shall provide a preliminary title report establishing current ownership within the time frame identified in the Task Order.

The Contractor shall analyze the contents of the documents located for information which will aid in identifying and issuing notice letters to owners and operators, as defined in CERCLA Section 107(a).

When required, the Contractor shall prepare and provide site parcel overlays on aerial photography, using such means as GIS software and drafting software.

**Performance Standards:**

The Title Search Report summarizes the ownership history of the property, identifying current and past owners of the site property, as well as properties located adjacent to the site, as required. The report indicates that the Contractor has reviewed title documents relevant to the site which establish an ownership or possessory interest in the property.

The report presents the site's location on county parcel maps and available aerial photographs, as required, and cites the legal description of the property, including the metes and bounds description. The Contractor has reviewed the metes and bounds description to assure the property falls within the site boundaries.

The report contains a chronological list, title tree and/or organizational chart (presented graphically), and copies of all relevant recorded documents including: the site property(ies) legal description(s); warranty, grant or quitclaim deeds; mortgages or liens; deeds of trust; easements; covenants; leases; trustee's deeds; administrator's and executor's deeds; financing statements; judgments; real estate contracts; subdivision plats; and, other title instruments relating to the site.

The report summarizes research conducted, including document sources researched, information obtained, follow-up actions required and/or recommended, and "dead-end" leads. The report outlines the title history of each parcel.

For mine sites, the report summarizes the history of patented and unpatented mining claims, including an alphabetical list and copies of relevant documents including: (1) Bureau of Land Management Documents (master title plats, use plats, historical indexes, mining claim indexes, serial register pages, case files, survey plats, individual control documents, such as patents, public land orders, secretarial orders, and survey notes); (2) Minerals Management Service Documents; (3) Uniform Commercial Code Filings; and, (4) County Records (deeds, assignments, mortgages, assessment work for unpatented mining claims, land valuation and appraisal data, ownership plats, tract or abstract indexes, grantor/grantee indexes, mortgagor/mortgagee indexes, and miscellaneous indexes that may contain information on leases, judgments, liens, encumbrances, royalty agreements, UCC filings, and zoning).

The work is performed in accordance with the schedule and deadlines specified in the Task Order. Costs are within the approved budget ceiling.

**Acceptable Quality Level (AQL):**

The legal description is accurate. Accurate shall mean that the legal description is free from errors and is

defensible. The Contractor has reviewed the information, and has included this information in a draft Title Search Report, or as otherwise directed by the EPA COR. The draft and final Title Search Reports adhere to the above performance standards.

**Monitoring Method:**

The EPA COR will review the Contractor's draft and final reports for use and incorporation of verified facts, and the Contractor's monthly progress reports.

**1.10 CERCLA SECTION 106 GENERAL/SPECIAL NOTICE AND SECTION 104(e) INFORMATION REQUEST LETTER SUPPORT**

The purpose of this task is to provide formal notification to PRPs of their potential liability for a site and to request information from persons with knowledge about site operations and hazardous substance management practices at the site, as well as to the ability of a PRP to pay for or conduct cleanup of the site.

**Performance Requirements:**

The Contractor shall provide administrative and technical support in the preparation and mailing of CERCLA Section 104(e) Information Request letters and/or General/Special Notice letters, as defined in CERCLA Section 122. Support may include the preparation of routine administrative -type letters (non-decision making) based on a model or template provided by the Agency.

The Contractor shall collect and compile the PRPs' responses to Information Request letters and provide to the government a written summary and analysis of the responses in the PRP Search Report.

As directed, the Contractor shall compile, review, and prepare background summaries supporting enforcement referrals to the Department of Justice.

The Contractor shall develop, maintain, and operate a data base to track the mailing of correspondence to each PRP and receipt of their responses to the 104(e) Information Request letters and Notice letters. PRP information and lists shall be maintained in a format which allows easy electronic transfer to EPA's CERCLIS data base.

**Performance Standards:**

The CERCLA Section 104(e) Information Request letters and Notice Letters contain accurate information with no typographical errors, and the 104(e) responses are accurately summarized. Mailings are completed within the schedule and deadlines designated by the Task Order.

The correspondence tracking database is kept updated with new information as it becomes available. The Contractor is able to produce correspondence tracking reports on individual PRPs if requested by the EPA COR. The Contractor has conducted research to try to locate the current address for any correspondence returned as undeliverable, and has notified the EPA COR of all dead ends.

The work is performed in accordance with the schedule and deadlines specified in the Task Order. Costs are within the amount of the approved budget ceiling.



**Acceptable Quality Level (AOL):**

Prepared letters are free of grammatical and spelling errors and look professional.  
No more than 5% of mailed correspondence is returned as undeliverable due to a bad address.

**Monitoring Method:**

The EPA COR will review the Contractor's monthly progress reports.

**1.11 PRP SEARCH REPORT**

The Contractor shall organize the information collected during the course of the tasked PRP search activities described above into a PRP Search Report that conforms to the standards described in the September 2003 PRP Search Manual.

**Performance Requirements:**

The Contractor shall deliver to the government a PRP Search Report which contains comprehensive evidentiary information on PRPs gathered while performing subtasks 1.2 through 1.10 above.

**Performance Standards:**

The PRP Search Report conforms to the format and content standards outlined in EPA's PRP Search Manual issued in September of 2003. Supporting documents cited in the report are identified correctly in accordance with the information management requirements of the PWS.

The report demonstrates that the Contractor conducted the PRP search in accordance with proper investigative standards, given applicable Federal and State rules of evidence and relevant interpretive case law concerning collection, chains-of-custody, credibility, and admissibility. The PRP Search Report is delivered within the schedule and deadline specified in the Task Order and is under the approved budget ceiling.

**Acceptable Quality Level (AOL):**

All due dates/schedules and deadlines specified in the TO have been met. The draft and final reports adhere to the format and content defined in the PWS. No more than 10% of government review comments on the draft deliverable address substantive legal deficiencies. All work has been submitted within the specified deadlines stated in the Task Order and costs are within the approved budget ceiling.

**MONITORING METHOD:**

The EPA COR and Site Attorney will review the draft and final reports and the Contractor's monthly progress reports.

**TASK 2 EXPEDITED PRP SEARCH SUPPORT**

Occasionally, EPA requires PRP search support on an expedited basis. Such work may include any of the tasks described under Task 1, but most likely will be limited to, records collection, title searches, interviews, corporate and financial research and assessment of PRPs, the filing of liens, service of documents on PRPs, and other abbreviated PRP search work activities. These assignments are usually of short duration and of lesser monetary value, and require a quick turnaround.

**Performance Requirements:**

The Contractor shall be capable of providing all PRP search activities described under Task 1 above in an expedited manner, when required. Expedited PRP search support may include, but is not limited to: records collection, title searches, interviews, financial research and the collection and analysis of financial information relating to ability-to-pay assessments of individual and corporations, corporate research and file evidence summary, and notice letter preparation.

Within two (2) days after receiving oral or written notification from the Contract Manager, the Contractor shall initiate the requested expedited PRP search support activity. However, the Contractor shall not proceed until it has provided the EPA COR with an expedited staffing plan, a statement that it can meet the deadlines set forth in the Task Order or has provided a proposed deadline for completion of the work, and an estimate of the cost the Contractor feels will be required to complete the activity. EPA will follow up its direction with written requests/approvals. Occasionally, the Contractor may be asked to initiate the expedited PRP Search Support activity with less than the 2-day notification.

The Contractor shall identify available personnel with Level C health and safety training and necessary equipment, in accordance with OSHA requirements found in 29 CFR 1910.120, in order to respond on a contingency basis.

The Contractor shall have in place streamlined procedures for health and safety planning, conflict of interest certification, and quality assurance.

The Contractor shall have in place administrative and accounting procedures for expedited assignments, which shall be the same for any other Task Order. However, the Contractor shall expedite the application of those procedures in order to ensure the performance is consistent with the established deadlines.

**Performance Standards:**

The applicable standards for performing expedited PRP Search work are found in Task 1, Sections 1.1 through 1.11 above.

Written deliverables are provided in accordance with the schedule and deadlines stated in the Task Order. Costs are within the amount of the approved budget ceiling.

**Acceptable Quality Level (AQL):**

Performance standards for PRP Search work detailed in Sections 1.1 through 1.11 above are met.

No more than 25% of government review comments on the draft deliverable address substantive legal deficiencies. All corrections and errors have been addressed in the final deliverable.

All work is performed and deliverables submitted in within the deadlines stated in the Task Order and costs are within the approved budget ceiling.

**Monitoring Method:**

The EPA COR and Site Attorney will review the draft and final deliverables and the Contractor's monthly progress reports.

### **TASK 3 EXPEDITED GENERAL ENFORCEMENT SUPPORT**

The Contractor shall provide technical and administrative assistance to EPA in arranging for the service of Information Request Letters, General/Special Notice letters and other documents, and the filing of liens and deed restrictions in an expedited manner. While specific subtasks required under Task 3 are detailed below, each subtask has common requirements.

#### **General Performance Requirements:**

Within two days (48 hours) after receiving oral or written notification from the Contracting Officer, the Contractor shall initiate the requested expedited PRP search support activity. However, the Contractor shall not proceed until it has provided the EPA COR with an expedited staffing plan, a statement that it can meet the deadlines set forth in the Task Order or has provided a proposed deadline for completion of the work, and an estimate of the cost the Contractor feels will be required to complete the activity. EPA will follow up its direction with written requests/approvals. In an emergency situation, it is possible that the Contractor may be asked to initiate the expedited Enforcement Support activity, based upon oral notification from the Contracting Officer, within less than the 48-hour timeframe.

The Contractor shall submit a Letter Report, including appropriate supporting documentation, that evidences that the task has been completed.

#### **General Performance Standards:**

The Contractor has in place administrative and accounting procedures for expedited assignments, which shall be the same for any other Task Order. The Contractor has expedited the application of those procedures in order to ensure the performance is consistent with the deadlines established in the Task Order.

#### **Acceptable Quality Level (AQL):**

The Letter Report contains documentation/representations evidencing that the task has been completed.

The work is performed in accordance with the schedule and deadlines outlined by the Task Order, and costs are within the approved budget ceiling.

#### **Monitoring Methods:**

The EPA COR will review the Letter Report to verify that the task was completed and the Contractor's monthly progress report.

More specifically, when ordered, the Contractor shall perform the following general expedited enforcement support activities.

### **3.1 SERVICE OF PROCESS AND OTHER DOCUMENTS**

#### **Performance Requirements:**

The Contractor shall assist in arranging for the legally-correct service of various enforcement-related documents, including information requests, notice letters, demand letters, subpoenas, orders, summons, and complaints on various parties. The Contractor shall locate interested parties and properly serve or deliver to them, or arrange for the service/delivery by the local Sheriff's office or a process server. Service of documents shall be conducted in accordance with Federal Rules of Civil Procedure, local court

rules, and other EPA procedures. If requested, the Contractor shall provide for overnight or same day delivery service.

The Contractor shall be prepared to complete and submit an affidavit, or certificate of service or other document to serve as evidence of service, or obtain such documents from the individual serving the documents, and provide it in a Letter Report to the EPA COR.

**Performance Standards:**

The Contractor's efforts have met the general performance standards mentioned above.

The Letter Report contains an affidavit, or certificate of service, or other document to serve as evidence of service, in accordance with Federal Rules of Civil procedure and local court rules.

The work is performed in accordance with the schedule and deadlines stated in the Task Order, and costs are within the approved budget ceiling.

**Monitoring Methods:**

The EPA COR will review the Letter Report to verify that the documents were properly served and are documented. The EPA COR will review the Contractor's monthly progress report.

**3.2 FILING OF CERCLA LIENS**

**Performance Requirements:**

When requested, the Contractor shall assist the government in preparing Notices of Federal Liens and in developing lien filing records. This effort shall include assisting EPA in determining the correct legal description of the property EPA proposes to lien, and filing the lien for recording in the appropriate jurisdiction in compliance with the particular rules of that jurisdiction.

The Contractor shall furnish EPA with a Letter Report that includes evidence that the lien has been recorded, including a copy (a certified copy, if requested) of the recorded lien. The Contractor shall also assist EPA in the removal of liens, when needed.

**Performance Standards:**

The Contractor's efforts have met the general performance standards mentioned above.

The Letter Report contains evidence that the lien has been filed and recorded, including a copy (a certified copy, if requested) of the recorded lien.

The work is performed in accordance with the schedule and deadlines stated in the Task Order, and costs are within the approved budget ceiling.

**Monitoring Methods:**

The EPA COR will review the Letter Report and the Contractor's monthly progress reports.

**3.3 FILING OF DEED RESTRICTIONS**

**Performance Requirements:**

The Contractor shall assist EPA in the preparation and filing of deed restrictions pursuant to CERCLA

and State laws, including determining the correct legal description of the subject property, filing of the deed restriction for recording, and may be required to monitor PRP compliance with the deed restriction.

The Contractor shall submit a Letter Report confirming the filing of the deed restrictions, including a copy of the recorded deed restriction.

**Performance Standards:**

The Contractor's efforts meet the general performance standards mentioned above. The Letter Report contains evidence that the deed restriction has been filed and recorded in the appropriate jurisdiction, including a copy (a certified copy, if requested) of the recorded deed restriction.

The work is performed in accordance with the schedule designated by the EPA COR, or as outlined in the EPA-approved work plan, and costs are within the amount of the approved budget ceiling.

**Monitoring Methods:**

The EPA COR will review the Letter Report and the Contractor's monthly progress reports.

**3.4 FREEDOM OF INFORMATION ACT SUPPORT**

**Performance Requirements:**

The Contractor shall support the agency in managing the FOIA process by conducting activities such as retrieval of records, preparation of routine, non-judgmental correspondence, duplication/copying of records (microfiche, microfilm, optical disk or other photo or electronic reproduction), and verification of document filing. The Task Order will identify the nature of correspondence to prepare.

The Contractor shall NOT: 1) interpret the FOIA request letter; 2) determine where to look for responsive records, except with respect to those files under the Contractor's control; 3) decide what records are releasable; 4) prepare any correspondence except as directed by EPA; or, 5) sign correspondence.

**Performance Standards:**

Documents and other information requested are retrieved and provided to the EPA COR within the schedule and deadlines specified in the Task Order, and costs are within the approved budget ceiling.

**Acceptable Quality Limit (AQL):**

All work efforts conform to the Performance Standard.

**Monitoring Method:**

The EPA COR will monitor the Contractor's prompt retrieval and delivery of the requested documents and will review the Contractor's monthly progress reports.

**TASK 4 NEGOTIATION SUPPORT**

The Contractor may be asked to provide technical assistance to the Agency by providing data, for use by program personnel, that will facilitate negotiations relating to: removals (emergency, time critical, and non-time critical); a Remedial Investigation/Feasibility Study (RI/FS); a Remedial Design/Remedial Action (RD/RA); Long Term Remedial Action (LTRA); Operation and Maintenance (O&M); cost

recovery; and, claims defense. The Contractor may be asked to provide case support for liability and viability analyses and cost documentation support. The Contractor will be required to provide technical support to EPA during the development of EPA/DOJ's negotiating strategy and during EPA's negotiations with PRPs. This may include the identification and procurement of expert witnesses and/or expert's opinions in subjects relating to scientific, engineering, financial, and valuation specialties relating to any tasks described in this PWS.

**Performance Requirements:**

As necessary, the Contractor shall be capable of performing the following negotiation support activities:

- summarizing draft orders, including collecting and analyzing information;
- reviewing and assisting in drafting technical support documents, which may include statements of work to be performed by the PRP, work plans, or data submitted by PRPs;
- evaluating PRP offers and work plans to conduct the proposed response action;
- evaluating technical and financial capabilities of the PRP, the PRP's proposed consultant, and any subcontractor(s) to adequately implement the proposed remedy or remedies;
- reviewing and evaluating financial information to determine completeness of costs and gathering work-performed documentation;
- reviewing settlements, including mixed funding, and de minimis/de micromis settlements;
- publishing public meeting notices, and preparing responses to comments;
- collecting and developing information for the Agency's use in evaluating and preparing Preliminary Non-Binding Allocations of Responsibility (NBARs);
- reviewing settlements involving cost recovery;
- coordinating natural resources damages aspects of settlements;
  
- verifying the compliance of a PRP's work plan with the requirements and schedules in pertinent legal documents such as orders and decrees; and,
- other negotiation support activities that may be needed.

As required, the Contractor shall identify qualified experts that possess the special qualifications needed by the Agency to support a particular enforcement action and provide the EPA COR with a letter report that contains verified and accurate information on all of the final candidates. The Contractor shall provide a matrix showing a basis for selection of a final candidate. The Contractor shall secure the services of the individual(s) selected by EPA.

**Performance Standards:**

The Contractor has reviewed relevant documents and adhered to applicable Agency guidance in the drafting of documents, publication requirements, evaluation and preparation of NBARs, and evaluation of PRPs' proposals, staffing plans, and cost recovery settlements.

Experts are identified, located, and secured within the schedule and deadlines specified in the Task Order or as designated by the court. The expert(s) hold the necessary credentials in the area specified. Costs are within the approved budget ceiling.

**Acceptable Quality Level (AQL):**

Draft and final deliverables adhere to the format and content standards as defined in the PWS and/or Task Order.

All of the identified expert witnesses are fully qualified, hold the necessary credentials, and are available and willing to provide testimony within the required time frame.

Any missing cost documentation has been identified and obtained, or if unobtainable, noted in the Letter Report.

**Monitoring Method:**

The EPA COR will review the Contractor's draft and final deliverables and the monthly progress reports.

## **TASK 5 LITIGATION SUPPORT**

The purpose of this task is to obtain non-personal professional and other services and products that help attorneys acquire, screen, analyze, and organize evidentiary and other documents that assist in the preparation of litigation reports to establish the prima facie case and serve as the recommended basis for the EPA/DOJ-prepared complaint. Under this task, the Contractor will need to be capable of performing all of the activities listed below.

### **5.1 REFERRAL SUPPORT**

**Performance Requirements:**

The Contractor will assist in the development of referrals pursuant to CERCLA Sections 103, 104, 106, 107, 109, and 122. The Contractor shall assist in the assembly of all documents which support the referral, including EPA-PRP contacts, sampling data, records collected during the PRP search, and various legal instruments.

The Contractor will assist in the assembly of all documents which support the complaint and all discovery requests. Data collection, management, review, and assessment will continue until the prima facie case is determined by the Agency to be complete and PRP searches have been completed.

The Contractor shall utilize a document indexing system which will manage and track all evidence collected and is compatible with the Regional Records Center's indexing system.

**Performance Standards:**

The Contractor has contacted and obtained, or made copies of, all relevant records and organized them in the manner instructed by the EPA COR. The Contractor has reviewed the information, and has included this information in a Letter Report or as otherwise directed by the EPA COR.

**Acceptable Quality Level (AQL):**

The Contractor is able to identify, collect, organize, and index documents required to support the referral within the schedule and deadlines stated in the Task Order. Costs are within the approved budget ceiling.

**Monitoring Methods:**

The EPA COR may review the document index to verify that relevant documents are included. The EPA COR will review the Contractor's monthly progress reports.

## 5.2 EVALUATION OF COST INFORMATION

### **Performance Requirements:**

In preparation of litigation referrals and during ensuing discovery/litigation, the Contractor shall assist EPA in the compilation of cost packages which document costs expended for a particular site. The Contractor shall conduct audits of information in the cost packages to identify and correct errors (i.e., costs incorrectly charged to a site, missing documentation, etc.), assist EPA in reconciling the cost updates from EPA's current cost documentation packages, and assist in the collection of work-performed documents. The Contractor shall document all discrepancies in the cost package in a Letter Report.

### **Performance Standards:**

All relevant supporting documentation is located and included in the cost package. The Letter Report outlines all mathematical errors and discrepancies identified in the cost package. The work is performed in accordance with the schedule and deadlines stated in the Task Order, and costs are within the approved budget ceiling.

### **Monitoring Methods:**

The EPA COR will review the Letter Report and the Contractor's monthly progress reports. The COR may review a random sampling of the cost package to verify accuracy of the Contractor's work.

## TASK 6 **COST RECOVERY SUPPORT**

### 6.1 COST DOCUMENTATION AND REDACTION

The Contractor will be required to provide technical support to EPA, in conformance with EPA guidance for collecting and securing evidence, in order to aid in cost recovery efforts.

### **Performance Requirements:**

The Contractor shall perform a review and audit of the cost package(s) and provide their findings in a Letter Report to the EPA COR. The Contractor shall produce a documentary audit trail to establish proof of costs incurred using existing systems and other documentation and guidance.

The Contractor shall maintain an organized cost package or cost document file that includes cost summaries for each cost element claimed, together with organized supporting documentation. More specifically, the Contractor shall:

- Review all cost documentation and/or accounting procedures;
- Collect and summarize all available Superfund work-performed documents in support of the costs included in the cost package, including documentation that describes the site specific response actions (e.g., contractual, cooperative, and interagency agreements); and,
- Compare work-performed documents against the financial documents in the cost package to ensure that all documented costs are supported.

In addition, the Contractor shall provide the following assistance to EPA, when requested:

- Provide technical support for data analysis of government-furnished documentation;



- Provide assistance in developing proof to support allocation of non-site-specific charges on a site-specific basis;
- Review and analyze audits or technical reports;
- Provide support in defense of claims for reimbursement under CERCLA, in support of preparation by EPA for civil and administrative settlements, including pre-trial and auxiliary services, leading to formal negotiations/meetings with private parties, and trial; and,
- Scan, OCR, index, input data into a database, and copy cost recovery documents, as requested.

**Performance Standards:**

The Contractor is knowledgeable with regard to cost packages and their four elements (evidence that: work was tasked; work was performed; costs were incurred; and, costs were paid). The Contractor has accumulated and verified all costs incurred in connection with a site or sites by reconciling all supporting documentation with Agency data. The Contractor has identified to the Agency deficiencies in the cost package and/or potential sources of challenges.

The Contractor has performed the above-mentioned requirements in accordance with EPA guidance documents, including, Superfund Cost Recovery Referrals, September 6, 1983, OSWER Directive No. 9832.0; Superfund Cost Recovery Strategy, July 29, 1988; OSWER Directive No. 9832.13; and Superfund Removal Procedures (Revision No. 3), February 1988, OSWER Directive No. 9360.0-3B (versions may be updated).

The work is performed in accordance with the schedule and deadlines specified in the Task Order, and costs are within the amount of the approved budget ceiling.

**Acceptable Quality Level (AQL):**

The Contractor's efforts adhere to the above Performance Standards.

The cost package contains no mathematical errors and all relevant documents that evidence work performed and costs incurred are included in the cost package.

The work is performed in accordance with the schedule specified in the Task Order, and costs are within the amount of the approved budget ceiling.

**Monitoring Methods:**

The EPA COR will review the Contractor's Letter Report and the Contractor's monthly progress reports. The EPA COR may review random documents to verify the accuracy of the documentation against the cost summary, and that work-performed documents are present to support the documented costs.

**6.2 CLOSEOUT MEMORANDA SUPPORT**

A Closeout Memorandum is EPA's cost recovery decision document (CRDD), which summarizes the Agency's decision not to pursue further the recovery of certain costs incurred at a site. EPA will prepare the Closeout Memorandum with technical assistance from the Contractor, where appropriate.

**Performance Requirements:**

The Contractor shall provide technical and administrative assistance to the Agency in the review of pertinent EPA files and collection of documents necessary to substantiate and support a Closeout Memorandum.

**Performance Standards:**

The Contractor has reviewed Agency files and provided copies of relevant documents that will support the recommendations in the Closeout Memorandum.

Work was performed and submitted within the schedules and deadlines stated in the Task Order, and costs are within the approved budget ceiling.

**Acceptable Quality Level (AQL):**

The Contractor meets all performance standards.

**Monitoring Methods:**

The EPA COR will review the Contractor's monthly progress reports.

**Task 7 COMMUNITY INVOLVEMENT SUPPORT**

The Contractor shall assist the agency in community involvement activities, including, but not necessarily limited to: making logistical arrangements for public meetings; development and dissemination of presentation materials; assistance with meeting registration; and, note taking and/or production of recorded documentation of the meeting.

**7.1 PUBLIC MEETING SUPPORT**

Under this task the Contractor will prepare for and provide support to EPA for public informational meetings, work shops, site tours, and conferences.

**Performance Requirements:**

Logistical Support for Meetings: EPA community involvement coordinators (CICs) through the Contracting Officer Representative (COR) will provide Contractor with the following information: date of meeting, meeting location, court reporter/translator/speaker/security needs. Contractor will handle all arrangements and report results to EPA. When required, the Contractor shall:

- Reserve and pay for meeting rooms;
- Assist with meeting registration and notes;
- Arrange and pay for audio-video equipment;
- Arrange and pay for court reporters and transcripts. (Assume two transcripts of 100 pages each. Draft transcript to be provided EPA within 15 work days of the meeting. Final transcript to be provided within 5 work days of receipt of EPA's revisions.);
- Arrange and pay for translators with audio equipment;
- Arrange and pay for expert speakers;

- Arrange and pay for security; and,
- Arrange for transportation and other support for site tours.

**Presentation Materials:** The Contractor shall develop visual materials (slides, PowerPoint presentations, signs, posters and/or other audio-visual materials). EPA's CIC, through the COR, will provide the Contractor with information to be placed on slides, posters, and other audio-visual materials

**Performance Standards:**

Arrangements for meeting locations are convenient to the public and equipment/translators/ security are available when and where needed. Transcripts/meeting notes are delivered within the proscribed time frame. PowerPoint presentations, posters, and other audio-visual materials are of high quality and easily understood.

Work is performed within the schedules and deadlines stated in the Task Order, and costs are within the amount of the approved budget ceiling.

**Acceptable Quality Level (AQL):**

The Contractor meets all performance standards.

**Monitoring Methods:**

The EPA COR will review the Contractor's deliverables, as well as the monthly progress reports.

## **7.2 FACT SHEET PRODUCTION**

Under this task the Contractor will provide the lay out for fact sheets, produce graphics, maps, and pictures, and provide translation of fact sheets.

**Performance Requirements:**

**Preparation of Fact Sheets:** The Contractor shall prepare fact sheets, flyers, brochures, press packets, and other materials as needed, for the public regarding Superfund activities. Written materials may include information regarding the Superfund process, site history, upcoming site activities and opportunities for public involvement, and information regarding the results of studies, as well as plans for remediation at a particular site. The site CIC, through the COR, will furnish the text for the fact sheets. The Contractor shall provide graphics at the direction of EPA. EPA shall approve the Contractor's drafts of fact sheets and other public materials before distribution to the public. Fact sheets shall be produced using EPA's approved format. Final fact sheets shall be provided to EPA in Microsoft Publisher. The Contractor shall arrange to have fact sheets reproduced.

**Translation of Fact Sheets:** The Contractor shall provide translations of fact sheets, flyers and other public materials (predominately Spanish translations), as requested. When EPA requests only translation services, the site CIC, through the COR, will provide the Contractor with a hard copy, electronic copy, or computer diskette of the fact sheet to be translated. The Contractor shall produce a translated version of the fact sheet and provide EPA with electronic copy.

**Generate Maps, Graphics, and Pictures for Publications:** The Contractor shall generate maps, graphics, and pictures for publications as requested by EPA

**Performance Standards:**

Fact Sheets, flyers, brochures, press packets, and other written materials are of high quality, easily understood by the target audience and are accurate. Graphics are colorful, relevant, dynamic, and enhance the overall message presented. Written materials conform to EPA’s preferred format, and are provided in Microsoft Publisher. Translations are accurate in fact and grammatically correct. All maps, graphics and pictures for publications are of high quality and relevant to the subject being discussed.

Work is performed within the schedules and deadlines stated in the Task Order, and costs are within the amount of the approved budget ceiling.

**Acceptable Quality Level (AQL):**

The Contractor meets all performance standards.

**Monitoring Methods:**

The EPA COR will review the Contractor’s deliverables for quality and acceptability, as well as the monthly progress reports.

**7.3 PUBLIC NOTICES**

Under this task the Contractor assist EPA in the production of public notices, place them in news papers as display ads, and provide EPA with proof of publication.

**Performance Requirements:**

Prepare Public Notices: The Contractor shall prepare the public notice layout and graphics and submit the draft notice to EPA for review and approval before publication. The site CIC, through the COR, will provide the text for the notices and sample layout. EPA staff will identify the newspapers in which the notices are to be placed and the date on which the notice must be published. The Contractor will be responsible for sizing the public notice to fit the display ad space. If the Contractor must make extensive layout and/or graphic changes to the public notice, the Contractor shall notify EPA prior to proceeding with placement of the public notice for publication.

Arrange for Publication of Public Notices: The Contractor shall proof read notices prior to publication, arrange with the newspaper for publication and payment of the notices as display ads, and assure that notices are placed in the newspapers on the appropriate date. The Contractor shall submit copies of the public notices to EPA, with proof of publication, for inclusion in the Administrative Record and information repositories as soon as received from newspaper.

On rare occasions there is a potential for short notice (as little as 48 hours) requiring a quick response to the need to place a public notice.

**Performance Standards:**

Public notices conform to Agency standards, are of high quality, well written, concise, and accurately transmit the information being relayed. Public notices are placed in the specified newspapers and are

published on the date(s) specified by EPA. Letter reports transmitting the Public Notice and Proof of publication are timely submitted to the COR.

Work is performed within the schedules and deadlines stated in the Task Order, and costs are within the amount of the approved budget ceiling.

**Acceptable Quality Level (AQL):**

The Contractor meets all performance standards.

**Monitoring Methods:**

The EPA COR will review the Contractor's deliverable(s) for quality and acceptability, as well as the monthly progress reports.

## **7.4 MAILINGS**

Under this task the Contractor will produce and maintain mailing list data bases and provide mailing labels, and prepare large mailings.

**Performance Requirements:**

**Develop, Update, and Maintain Mailing Lists:**

The Contractor shall develop, update, and maintain the database for site contact/ mailing lists. The site CIC, through the COR, generally will furnish names, addresses, and phone numbers for mailing lists; however, there may be occasions where EPA will ask the Contractor to locate appropriate addresses and phone numbers. Mailing lists are to be prepared in accordance with Regional format and content requirements.

**Provide Printouts of the Mailing List and/or Mailing Labels:** The Contractor shall provide, as requested, printouts of, or CDs containing, the mailing list and/or mailing labels within 3 work days of the request

**Prepare Large Mailings:** The Contractor shall arrange for labeling, folding, stuffing envelopes and bundling, as required by the Post Office.

**Performance Standards:**

Mailing lists are accurate and up-to-date. No more than 5% of any mailing is returned as undeliverable because of a bad address.

Work is performed within the schedules and deadlines stated in the Task Order, and costs are within the amount of the approved budget ceiling.

**Acceptable Quality Level (AQL):**

The Contractor meets all performance standards.

**Monitoring Methods:**

The EPA COR will review the Contractor's deliverable(s) for quality and acceptability, as well as the monthly progress reports.

## 7.5 COMMUNITY INVOLVEMENT PLANS

The Contractor will assist EPA in developing site Community Involvement Plans (CIP).

### **Performance Requirements:**

**Arrange for Community Interviews:** The Contractor shall be prepared to arrange for community interviews as requested by the CIC, through the COR and contact interviewees either via telephone or email to request an interview. Upon agreement on an interview time, the Contractor shall follow up with a confirmation letter to the interviewee.

**Perform Demographic and Site-History Research:** The Contractor shall have the capability to perform demographic and site history research. As requested by CIC for the site, through the COR, the Contractor shall research US Census data and other relevant information to identify demographics of the area near the site and provide a written demographic description of the site. The Contractor shall conduct research and provide a written description of the community's history.

**Identification of Media Contacts:** The Contractor shall identify local media outlets and provide contact information as needed.

### **Performance Standards:**

Proscribed procedures are followed when contacting individuals for interviews. Reports detailing site history, community history, and demographic information are accurate, clearly written, and produced in a timely manner. Media identification and contact information is timely and accurate.

All due dates/schedules stated in the TO, and costs are within the amount of the approved budget ceiling.

### **Acceptable Quality Level (AQL):**

The Contractor meets all performance standards.

### **Monitoring Methods:**

The EPA COR will review the Contractor's deliverable(s) for quality and acceptability, as well as the monthly progress reports.

## 7.6 CONGRESSIONAL BRIEFING BOOKS

Under this task, the Contractor shall assist the Community Involvement Program in the preparation of Congressional Briefing Books.

### **Performance Requirements:**

As required, EPA staff will generate the text for the fact sheets, graphics, maps, and the cover. The Contractor will produce fact sheet format, graphics, charts, maps and covers for each Congressional Briefing Book. The Contractor will provide draft materials. EPA will review and provide comments on the draft. Based upon EPA's comments, the Contractor will produce the final fact sheets, maps, graphics, and cover. Separate booklets will be produced for Superfund activity in Montana, Colorado, South Dakota, North Dakota and Utah. The Contractor will be responsible for reproducing and binding the briefing books, and also shall provide the information in electronic form on a CD. Briefing books will be produced every two years, following Congressional elections.

**Performance Standards:**

Congressional Briefing Books are of high quality, accurate, well written, free from spelling and grammatical errors and generally appear professionally done.

Work is performed within the schedules and deadlines stated in the Task Order, and costs are within the amount of the approved budget ceiling.

**Acceptable Quality Level (AQL):**

The Contractor meets all performance standards.

**Monitoring Methods:**

The EPA COR will review the Contractor's deliverable(s) for quality and acceptability, as well as the monthly progress reports.

**7.7 GENERAL COMMUNITY INVOLVEMENT ADMINISTRATIVE SUPPORT**

**Performance Requirements:**

The Contractor shall provide general community involvement administrative support to EPA, such as photocopying, acquiring newspaper subscriptions, and other tasks of this nature, to be determined as needed.

**Performance Standards:**

Photocopying quantities are within the limits set by the contract. Newspaper subscriptions are obtained in a timely manner.

Work is performed within the schedules/deadlines stated in the Task Order, and costs are within the amount of the approved budget ceiling.

**Acceptable Quality Level (AQL):**

The Contractor meets all performance standards.

**Monitoring Method:**

The EPA COR will review the Contractor's monthly progress reports.

**TASK 8 PROJECT MANAGEMENT, PLANNING AND SUPPORT**

**8.1 PROJECT MANAGEMENT, PLANNING, AND SUPPORT**

The purpose of this task is to plan for the execution and overall management of Task Order issued under the Contract. The technical and managerial activities required to plan and implement the tasks and their associated costs are detailed in this PWS. Activities required for general project management that will occur throughout the duration of the project are included in this task.

**Performance Requirements:**

The Contractor may be required to perform some or all of the following activities as part of the project planning and support of individual Task Orders:

- Coordination of, and attendance at, scoping meetings;
- Preparation of meeting minutes;
- Preparation of Staffing Plans and Cost Estimates;
- Preparation of periodic status reports;
- Preparation of Monthly Progress Reports and Financial Reports;
- Attendance at site team meetings when requested;
- Attendance at meetings with PRPs in support of negotiations; and,
- Closeout of completed Task Orders and preparation of the Closeout Memo to the Project Officer and COR.

**Conference with EPA Enforcement Teams:**

The Contractor will be expected to confer frequently with the EPA and DOJ enforcement case teams with whom they are working on enforcement cases about the issues that arise during the tasks the Contractor is assigned to work on. In addition, the Contractor is expected to explain the economic principals they are applying and the methods of analysis they are using in these assigned cases to the EPA and DOJ enforcement teams with whom they are working.

**Notification to Task Order Project Officer (TOPO) of Deliverables:** So that the TOPO can accurately track the timeliness of deliverable submittals, the Contractor shall provide the Project Officer with a copy of the transmittal letter to the COR or, lacking a transmittal letter, the contractor shall in some other written manner notify the TOPO when a deliverable has been submitted to a COR.

**Task Order Closeout:**

The Contractor will perform close out activities for each individual work. The Contractor shall reconcile all charges to the Task Order and provide an Acknowledgement of Completion that accurately reflects the amount of costs incurred and hours spent on the Task Order.

The EPA Contracting Officer will notify the Contractor of project completion and request closeout of the Task Order. Upon closeout request, the Contractor shall:

- Provide an index of all WA documents to the COR for a duplication check;
- Return EPA documents to EPA or other document repositories, as appropriate;
- Provide electronic copies of specified documents to the COR, if requested;
- Duplicate, distribute, and store files, if appropriate;
- Archive files to meet Federal Records Center requirements, if requested;
- Use microfiche, microfilm, CD-ROM or other EPA-approved data storage technology, as appropriate;
- Prepare and submit an Acknowledgement of Completion within 30 work days of request for closeout of the Task Order.

**Performance Standards:**

If requested, the Contractor will expend their best efforts to coordinate and arrange for a scoping meeting within the time frame designated in the Task Order. If requested, the Contractor shall prepare minutes of the scoping meeting that accurately document the scope of service and any deliverable/schedule changes, and submit them to the COR for review and approval.



If needed, the Contractor shall meet with and brief the EPA Enforcement team of any issues that could affect the outcome of the Region's enforcement efforts at a site.

The Contractor shall meet the schedules and deadlines set forth in the Task Order for submitting the Staffing Plan/Cost Estimate and any interim periodic status reports/deliverables.

Monthly Progress Reports and Financial Reports accurately reflect the work performed and documents costs that were incurred during the reporting period.

Closeout of the Task Order is completed within 30 days of notification, and copies of the Acknowledgement of Completion Closeout Memo are delivered to the COR and Project Officer.

**Acceptable Quality Level (AQL):**

The Contractor has met the performance standards for this Task. All work is completed within the schedule and deadlines stated in the Task Order, and costs are within the approved budget ceiling.

**Monitoring Methods:**

The EPA COR will review the Contractor's Staffing Plan/Cost Estimate, meeting minutes, status reports, Acknowledgement of Completion, and the Contractor's monthly progress reports.

## **8.2 QUALITY ASSURANCE**

**Performance Requirements:**

**Deliverable/Document Quality:** The Contractor shall implement a quality assurance program adequate to ensure that documents, deliverables, and work are of a quality suitable for their intended purpose. Documents (both for program and project purposes) shall be complete, accurate, and delivered on time.

"Complete" means all work products, documents, or other deliverables which are required by statute, regulation, guidance, or terms of the Task Order, are submitted by the Contractor, or that an exception has been granted by the EPA COR, upon satisfactory showing of good cause.

"Accurate" means the content of all work products, documents, or other deliverables submitted have been determined by the Contractor to be true, to the best of the Contractor's knowledge and belief, or to be true and correct original or photocopies of relevant documents whose contents cannot be verified by the Contractor, but which are nevertheless important to the Agency.

"Delivered on time" means all work products, documents, or other deliverables are placed in the custody or control of the designated EPA COR on or before the deadline(s) stated in the Task Order, unless an extension is granted by the COR after a satisfactory showing of good cause by the Contractor.

**Quality Assurance Program:** The Contractor shall include its quality assurance program as part of the proposal.

**Superfund Site-specific Account Charging:** The Contractor shall create a database that is capable of maintaining separate billing records for each site that the Contractor works on. Superfund sites will be identified by the site name and Superfund Site Identification/Operable Unit numbers identified in the work tasking document. Monthly Financial Reports will identify charges by name and Superfund Site ID

and OU numbers. Monthly Invoices shall be prepared and submitted in accordance with relevant attachments to the Contract. In addition, the Contractor will provide an Excel Spreadsheet (Site-Specific Charging Sheet) which lists monthly site-specific charges by Superfund site names and Superfund site account numbers with the monthly invoice.

**Performance Standards:**

Quality assurance is applied to all aspects of each Task Order. The Contractor utilizes methods that ensure that work is performed in a manner that minimizes the need for internal revision and rework by using resources and personnel that are at an appropriate level of experience and ability. Internal review is performed before delivery of documents and deliverables to EPA, by personnel that are experienced in the type of activity but not otherwise involved in the specific project, as well as personnel (other than the document authors) who are familiar with the specific aspects of the project that are the subject of the document.

Costs are tracked and billed site-specifically. Documentation to support all costs incurred by the Contractor are submitted with the monthly invoice.

**Acceptable Quality Limit (AQL):**

The quality assurance program provides for both auditing and corrective action. The program describes how all deliverables generated will be assessed for accuracy, precision, and completeness. All work efforts conform to the Performance Standards. The quality assurance program plan is submitted with the Contractor's proposal.

**Monitoring Methods:**

The EPA Contracting Officer will review the quality assurance program plan submitted with the Contractor's proposal. The EPA COR will review the Contractor's Staffing Plan/Cost Estimate, assess deliverables for accuracy, precision, and completeness, and review the Contractor's monthly progress reports.

**INCENTIVES/DISINCENTIVES FOR  
ACTIVITIES CONDUCTED UNDER THIS CONTRACT**

Where the contractor's work fails to meet one or more of the performance standards, the government will require the contractor to correct the deficiency(ies) at no additional cost to the government, and the contractor may be subject to a reduction of up to 20% of the costs incurred for that task. When the defect(s) cannot be corrected by re-performance, the government may reduce the costs payable for that task by up to 50%, to reflect the reduced value of the services performed. Performance issues will be noted within the contractor's monthly and annual performance ratings.

If the contractor's performance on the majority of the Task Orders under this contract, meets or exceeds the performance criteria by an average rating score of 4 (Excellent) or higher, then the contractor shall be awarded additional work under this contract for an additional 5-year option period.

## GOVERNMENT QUALITY ASSURANCE SURVEILLANCE PLAN

### Performance Measures

SOW Performance Standards	Proposed Monitoring Methods	Percentage Deduction*	AQL Deviation**
<b>Task 1 - Potentially Responsible Party (PRP) Searches</b>			
<b>1.1 <u>Overview</u></b>			
<p>In planning and implementing PRP Search support activities, the Contractor shall ensure consistency with EPA-developed plans guiding site enforcement activities which may be in existence, such as a Site Management Plan, PRP Search Plan, etc.</p> <p>Any deliverable submitted under this Contract shall be of acceptable quality, which means that, the deliverable:</p> <ul style="list-style-type: none"> <li>• demonstrates a good command and usage of the English language (e.g., discussion of facts flow in a coherent and organized manner);</li> <li>• demonstrates use of proper grammar (noun and verb tense correspond, etc.); and,</li> <li>• is free of incomplete sentences and misspelled words.</li> <li>• is printed double-sided, unless directed otherwise; and,</li> <li>• is properly labeled for sensitive information.</li> </ul>	<p>The EPA COR shall review all deliverables for conformance with the performance standards and note any deficiencies.</p>	<p>The Contractor shall redo unacceptable work at its own expense, with possible reduction of costs up to 20%; up to 50% reduction if mistakes cannot be corrected.</p>	<p>No deviations are permitted.</p>
<b>1.2 <u>Information Gathering/Records Collection Activities</u></b>			
<p>Gathered information demonstrates that interviews have been conducted in accordance standards set forth in applicable Federal and State rules of evidence and relevant interpretive case law concerning collection, chain of custody, credibility, and admissibility. Interviews are documented in a Memorandum of Interviews, summarizing information and/or documents acquired.</p> <p>Documents are assigned unique tracking numbers, and specific information about the document is recorded, including the document's date, record type, author, recipient, and subject.</p> <p>Relevant documents are copied and incorporated into reports in a manner consistent with Agency guidance. Records are organized in a manner compatible with the Region's Superfund filing structure and, at a minimum, identify each document by its source, location, provider, and legal status. Documents shall be indexed in conformance with Regional and national standards.</p>	<p>The EPA COR will review the documentation and the Memoranda of Interviews in order to determine whether there are other sources of information that need to be researched.</p> <p>When necessary, EPA shall review and approve the site-specific Health and Safety Plan prior to the Contractor handling contaminated records.</p> <p>EPA will review the list of records acquired in order to determine whether all appropriate records have been collected.</p>	<p>The Contractor shall redo unacceptable work at its own expense, with possible reduction of costs up to 20%; up to 50% reduction if mistakes cannot be corrected.</p>	<p>No deviations are permitted.</p>

<b>SOW Performance Standards</b>	<b>Proposed Monitoring Methods</b>	<b>Percentage Deduction*</b>	<b>AQL Deviation**</b>
<p>The Contractor has taken appropriate actions to ensure and protect the health and well being of its employees, and in the safe handling and transport/storage of contaminated records.</p> <p>The Contractor has researched records such as industrial directories, Chamber(s) of Commerce records, business school libraries, insurance company maps, city directories, aerial photograph collections, urban archives, and the Internet, where deemed necessary.</p> <p>The report conforms to the format and content standards for a "Site History" as outlined in the September 2003 PRP Search Manual.</p> <p>Supporting documents cited in the report are correctly identified in accordance with the information management requirements of the site-specific Task Order.</p> <p>All work was performed and deliverables submitted in accordance with the deadlines outlined in the Task Order. Costs are within the amount of the approved budget ceiling.</p>	<p>The EPA COR and Site Attorney will review the Contractor's draft and final reports for use and incorporation of verified facts, and will note progress during the reporting period on the monthly progress reports.</p>		
<p><b>1.3 PRP Name and Address Verification</b></p> <p>The contact list identifies the name, address, and other contact information for all PRPs and the current CEO/manager, or provides a brief notation explaining why the information is unavailable.</p> <p>For corporate PRPs, the list identifies the corporate address, registered agent, officers, mergers, name changes, dissolutions, and date of incorporation.</p> <p>The work is performed in accordance with the schedule outlined in the Task Order. Costs are within the approved budget ceiling.</p>	<p>Through self-inspection, the Contractor shall sample up to 10% of the addresses to ensure the accuracy of the information.</p> <p>The EPA COR may perform a random sampling of up to 10% of the PRP Name and Address verification and check for accuracy.</p> <p>The EPA COR will note any unacceptable performance on the Contractor's monthly Performance Evaluation Sheet.</p>	<p>The Contractor shall redo unacceptable work at its own expense, with possible reduction of costs up to 20%; up to 50% reduction if mistakes cannot be corrected.</p>	<p>Exceptions for documents returned undelivered due to PRP's non-acceptance.</p>
<p><b>1.4 Correspondence Tracking and Transactional Reports</b></p> <p>The CTS can produce reports that contain PRP contact information with verified addresses, dates of mailings, receipt dates of responses, depositions, interview summaries, etc.</p> <p>The Transactional Report contains and summarizes, by generator: document types, manifest number or other identifying number, shipment dates, waste types, volumes, volume conversions, and transporter name(s).</p>	<p>The Contractor, through self-inspection, shall review all of the information submitted on the Transactional Report to ensure that the report contains no grammatical or typographical errors.</p>	<p>The Contractor shall redo unacceptable work at its own expense, with possible reduction of costs up to 20%; up to 50% reduction if mistakes cannot be corrected.</p>	<p>Exceptions for new documentation or information submitted by the PRP in negotiations.</p>

<b>SOW Performance Standards</b>	<b>Proposed Monitoring Methods</b>	<b>Percentage Deduction*</b>	<b>AQL Deviation**</b>
<p>The report contains 100% accurate information.</p> <p>Challenges made by PRPs regarding the volume attributed to them do not result in changes to the waste allocation for that PRP due to duplication of entries, transposed numbers, wrong information, etc.</p> <p>The report is submitted in accordance with the Task Order requirements and deadlines. Costs are within the amount of the approved budget ceiling.</p>	<p>The EPA COR may perform a random sampling of up to 25% of the information to ensure that the standards have been met.</p>		
<p><b>1.5 <u>Analysis of PRP Search Information for Evidence of Liability</u></b></p> <p>Deliverables demonstrate that the Contractor performed in accordance with proper investigative standards, concerning collection, chains-of-custody, credibility, and admissibility.</p> <p>The draft and final deliverables adhere to the format and content standards as defined in the PWS.</p> <p>Deliverables are submitted in accordance with Contract and Task Order requirements and deadlines. Costs are within the amount of the approved budget ceiling.</p>	<p>The EPA COR and Site Attorney will review the draft and final reports, and shall rate the Contractor's performance on the monthly Performance Evaluation Sheets.</p>	<p>The Contractor shall redo unacceptable work at its own expense, with possible reduction of costs up to 20%; up to 50% reduction if mistakes cannot be corrected.</p>	<p>No deviations are permitted</p>
<p><b>1.6 <u>Development of Waste-In Lists, Volumetric Ranking Reports, and Waste-In Transactional Reports from PRP Search Activities</u></b></p> <p>Protocols are adhered to in all cases where possible. The protocols incorporate standard unit conversion factors.</p> <p>The Waste-in List accurately represents the supporting documentation in the file. The report identifies the specific sources of information used to attribute volumes of waste to each PRP.</p> <p>The record number assigned to a document identifies each document source. All double counts are identified (i.e., waste shipments attributed to both generators and transporters).</p> <p>The report summarizes analyses performed to estimate volumes of hazardous waste attributable to PRPs including chemical processes, chemical fate, and waste modeling.</p>	<p>The government may review the Contractor's self-inspection records and may independently verify the accuracy of waste-in data entries against a random sampling of transactional source documents from which the volumes were derived.</p> <p>The EPA COR may perform a random sampling of up to 10% of the information to ensure that the standards have been met.</p> <p>The EPA COR and site attorney will review the draft and final reports and the Contractor's monthly progress reports.</p>	<p>The Contractor shall redo unacceptable work at its own expense, with possible reduction of costs up to 20%; up to 50% reduction if mistakes cannot be corrected.</p>	<p>Exceptions for new documentation or information submitted by the PRP in negotiations.</p>

<b>SOW Performance Standards</b>	<b>Proposed Monitoring Methods</b>	<b>Percentage Deduction*</b>	<b>AQL Deviation**</b>
<p>The report presents stoichiometric calculations, analysis of material balances, and interpretation of process engineering data about manufacturing processes employed by PRP generators.</p> <p>The Waste-in List document states all clarifying assumptions made during compilation.</p> <p>The Waste-in List document summarizes analyses performed to estimate volumes of hazardous waste attributable to PRPs.</p> <p>The Volumetric Ranking conforms to the Contractor-proposed, government-approved report format.</p> <p>The database is functional and compatible with EPA software, and if requested, has been installed on the EPA COR's computer or designated laptop computer.</p> <p>The database is completed within the proscribed schedule detailed in the Task Order. Costs are within the amount of the approved budget ceiling. Less than 5% of the data input into the database is incorrect.</p> <p>Challenges to the Waste-in List are defensible, i.e., challenges made by PRPs regarding the volume attributed to them do not result in changes to the waste allocation for that PRP due to duplication of entries, transposed numbers, wrong PRP, etc.</p>			
<p><b>1.7 <u>Corporate Research and Financial Assessments</u></b></p> <p>Financial assessment reports include the name, address, and phone number of the entity analyzed, identification of its officers, dates and place of incorporation, corporate status, and Registered Agent, where applicable. If required, the Contractor has provided a financial assessment of each PRP's ability-to-pay based upon standard Accounting and Finance measures of income, solvency, and asset valuation.</p> <p>The report cites all sources of financial information used in the assessment and discusses all limitations regarding the information used in the assessment and any assumptions made.</p> <p>The report provides a risk assessment and analysis of EPA's risk in accepting payments from the PRPs.</p>	<p>The EPA COR will review the Contractor's draft and final reports and the monthly progress reports.</p>	<p>The Contractor shall redo unacceptable work at its own expense, with possible reduction of costs up to 20%; up to 50% reduction if mistakes cannot be corrected.</p>	<p>Exceptions for new and/or updated documentation submitted by the PRP in negotiations.</p>

<b>SOW Performance Standards</b>	<b>Proposed Monitoring Methods</b>	<b>Percentage Deduction*</b>	<b>AQL Deviation**</b>
<p>If an appraisal on contaminated property is required, the individual selected to perform such appraisal has knowledge of CERCLA and has experience in the unique considerations necessary for evaluation of contaminated properties.</p> <p>Property surveys have been conducted by licensed surveyors and reports shall include Plat maps and a narrative legal description of the property. Qualifications of the surveyor are noted in the report.</p> <p>All schedules and deadlines stated in the Task Order are met. Costs are within the amount of the approved budget ceiling.</p>			
<p><b>1.8 Investigations</b></p> <p>The list of potential individuals and former employees to be interviewed contains names, current or last known addresses and phone numbers, and indicates the relevant knowledge the individual is expected to provide, as well as the questions to be asked of the individual.</p> <p>The deliverable demonstrates that the Contractor conducted the investigations in accordance with proper investigative standards, and the scope, application, and specific provisions of CERCLA Section 104(e) relating to the investigative jurisdiction of EPA. The report contains a detailed summary of the information obtained (including all opinions, comments, and statements of the interviewee, whether or not erroneous).</p> <p>The work is performed in accordance with the schedule and deadlines specified in the Task Order. Costs are within the approved budget ceiling.</p>	<p>The EPA COR will review the draft and final reports and the Contractor's monthly progress reports.</p>	<p>The Contractor shall redo unacceptable work at its own expense, with possible reduction of costs up to 20%; up to 50% reduction if mistakes cannot be corrected.</p>	<p>No deviations are permitted.</p>
<p><b>1.9 Title Searches</b></p> <p>The purpose of this task is to provide the government with information about owners, lessees, and operators at a site that will assist in the issuance of CERCLA Section 106 Notice Letters.</p> <p>The Title Search Report summarizes the ownership history of the property, identifying current and past owners of the site property, as well as properties located adjacent to the site, as required.</p> <p>The report presents the site's location on county parcel maps and available aerial photographs, as required, and cites the legal</p>	<p>The EPA COR will review the Contractor's draft and final reports for use and incorporation of verified facts, and the Contractor's monthly progress reports.</p>	<p>The Contractor shall redo unacceptable work at its own expense, with possible reduction of costs up to 20%; up to 50% reduction if mistakes cannot be corrected.</p>	<p>No deviations are permitted.</p>

<b>SOW Performance Standards</b>	<b>Proposed Monitoring Methods</b>	<b>Percentage Deduction*</b>	<b>AQL Deviation**</b>
<p>description of the property, including the metes and bounds description. The Contractor has reviewed the metes and bounds description to assure the property falls within the site boundaries.</p> <p>The report contains a chronological list, title tree and/or organizational chart (presented graphically), and copies of all relevant recorded documents including: the site property(ies) legal description(s); warranty, grant or quitclaim deeds; mortgages or liens; deeds of trust; easements; covenants; leases; trustee’s deeds; administrator’s and executor’s deeds; financing statements; judgments; real estate contracts; subdivision plats; and, other title instruments relating to the site.</p> <p>The report summarizes research conducted, including document sources researched, information obtained, follow-up actions required and/or recommended, and “dead-end” leads. The report outlines the title history of each parcel.</p> <p>For mine sites, the report summarizes the history of patented and unpatented mining claims, including an alphabetical list and copies of relevant documents that may contain information on leases, judgments, liens, encumbrances, royalty agreements, UCC filings, and zoning).</p> <p>The work is performed in accordance with the schedule and deadlines specified in the Task Order. Costs are within the approved budget ceiling.</p> <p>The legal description is accurate. Accurate shall mean that the legal description is free from errors and is defensible.</p>			
<p><b><u>1.10 CERCLA Section 106 General/Special Notice and Section 104(e) Information Request Letter Support</u></b></p> <p>The CERCLA Section 104(e) Information Request letters and Notice Letters contain accurate information with no typographical errors, and the 104(e) responses are accurately summarized.</p> <p>Mailings are completed within the schedule and deadlines designated by the Task Order.</p> <p>The correspondence tracking database is kept updated with new information as it becomes available.</p>	<p>The EPA COR will review the final letters and the Contractor’s monthly progress reports.</p>	<p>The Contractor shall redo unacceptable work at its own expense, with possible reduction of costs up to 20%; up to 50% reduction if mistakes cannot be corrected.</p>	<p>No deviations are permitted.</p>



<b>SOW Performance Standards</b>	<b>Proposed Monitoring Methods</b>	<b>Percentage Deduction*</b>	<b>AQL Deviation**</b>
<p>The Contractor is able to produce correspondence tracking reports on individual PRPs if requested by the EPA COR. The Contractor has researched current address for any correspondence returned as undeliverable, notifying the EPA COR of dead ends.</p> <p>Prepared letters are free of grammatical and spelling errors and look professional.</p> <p>No more than 5% of mailed correspondence is returned as undeliverable due to a bad address.</p> <p>The work is performed in accordance with the schedule and deadlines specified in the Task Order. Costs are within the amount of the approved budget ceiling.</p>			
<p><b>1.11 PRP Search Report</b></p> <p>The PRP Search Report conforms to the format and content standards outlined in EPA’s PRP Search Manual. Supporting documents cited in the report are identified correctly in accordance with the information management requirements of the PWS.</p> <p>The report demonstrates that the Contractor conducted the PRP search in accordance with proper investigative standards.</p> <p>The PRP Search Report is delivered within the schedule and deadline specified in the Task Order and is under the approved budget ceiling.</p> <p>No more than 10% of government review comments on the draft deliverable address substantive legal deficiencies.</p> <p>All work has been submitted within the specified deadlines stated in the Task Order and costs are within the approved budget ceiling.</p>	<p>The EPA COR and Site Attorney will review the draft and final reports for compliance with the Performance Standards and the Contractor’s monthly progress reports.</p>	<p>The Contractor shall redo unacceptable work at its own expense, with possible reduction of costs up to 20%; up to 50% reduction if mistakes cannot be corrected.</p>	<p>No deviations are permitted.</p>
<b>Task 2 – Expedited Potentially Responsible Party (PRP) Searches</b>			
<p>All Performance Standards for this Task are identical to those designated for the standard PRP Search activities stated in Task 1 above.</p>	<p>Proposed Monitoring Methods are identical to those designated for the standard PRP Search activities stated in Task 1 above.</p>	<p>Percentage Deduction values are identical to those designated for the standard PRP Search activities stated in Task 1 above.</p>	<p>AQL Deviations are identical to those designated for the standard PRP Search activities stated in Task 1 above.</p>

SOW Performance Standards	Proposed Monitoring Methods	Percentage Deduction*	AQL Deviation**
<b>Task 3 – Expedited General Enforcement Support</b>			
<p><b>3.1 <u>Service of Process and Other Documents</u></b></p> <p>The Contractor has located the subject parties and has arranged for proper served the documents in accordance with Federal Rules of Civil Procedure, local court rules, and other EPA procedures. If requested, the Contractor shall provide for overnight or same day delivery service.</p> <p>The Contractor has completed and submitted an affidavit, or certificate of service or other document to serve as evidence of service, or has obtained such documents from the individual serving the documents.</p> <p>The Letter Report contains an affidavit, or certificate of service, or other document to serve as evidence of service, in accordance with Federal Rules of Civil procedure and local court rules.</p> <p>The work is performed in accordance with the schedule and deadlines stated in the Task Order, and costs are within the approved budget ceiling.</p>	<p>The EPA COR and site attorney will review the Letter Report to verify that the documents were properly served and are documented. The COR will review the Contractor’s monthly progress report.</p>	<p>The Contractor shall redo unacceptable work at its own expense, with possible reduction of costs up to 20%; up to 50% reduction if mistakes cannot be corrected.</p>	<p>No deviations are permitted.</p>
<p><b>3.2 <u>Filing of CERCLA Liens</u></b></p> <p>The Contractor has determined the correct legal description of the property EPA proposes to lien, and has filed the lien for recording in the appropriate jurisdiction in compliance with the particular rules of that jurisdiction.</p> <p>The Letter Report contains evidence that the lien has been filed and recorded, including a copy (a certified copy, if requested) of the recorded lien.</p> <p>The work is performed in accordance with the schedule and deadlines stated in the Task Order, and costs are within the approved budget ceiling.</p>	<p>The EPA COR and site attorney will review the Letter Report and the Contractor’s monthly progress reports.</p>	<p>The Contractor shall redo unacceptable work at its own expense, with possible reduction of costs up to 20%; up to 50% reduction if mistakes cannot be corrected.</p>	<p>No deviations are permitted.</p>
<p><b>3.3 <u>Filing of Deed Restrictions</u></b></p> <p>The Contractor has prepared and filled deed restrictions pursuant to CERCLA and State laws, including determining the correct legal description of the subject property, filing of the deed restriction for recording,. If required, the Contractor has/is monitoring PRP compliance with the deed restriction.</p>	<p>The EPA COR and site attorney will review the Letter Report and the Contractor’s monthly progress reports.</p>	<p>The Contractor shall redo unacceptable work at its own expense, with possible reduction of costs up to 20%; up to 50% reduction if mistakes cannot be corrected.</p>	<p>No deviations are permitted.</p>

<b>SOW Performance Standards</b>	<b>Proposed Monitoring Methods</b>	<b>Percentage Deduction*</b>	<b>AQL Deviation**</b>
<p>The Letter Report contains evidence that the deed restriction has been filed and recorded in the appropriate jurisdiction, including a copy (a certified copy, if requested) of the recorded deed restriction.</p> <p>The work is performed in accordance with the schedule designated by the EPA COR, or as outlined in the EPA-approved work plan, and costs are within the amount of the approved budget ceiling</p>			
<p><b>3.4 <u>Freedom of Information Act Support</u></b></p> <p>Documents and other information requested are retrieved and provided to the EPA COR within the schedule and deadlines specified in the Task Order, and costs are within the approved budget ceiling.</p>	<p>The EPA COR and site attorney will monitor the Contractor's prompt retrieval and delivery of the requested documents and will review the Contractor's monthly progress reports.</p>	<p>The Contractor shall redo unacceptable work at its own expense, with possible reduction of costs up to 20%; up to 50% reduction if mistakes cannot be corrected.</p>	<p>No deviations are permitted.</p>
<b>Task 4 – Negotiation Support</b>			
<p>The Contractor has reviewed relevant documents and adhered to applicable Agency guidance in the drafting of documents, publication requirements, evaluation and preparation of NBARs, and evaluation of PRPs' proposals, staffing plans, and cost recovery settlements.</p> <p>All of the identified expert witnesses are fully qualified, hold the necessary credentials, and are available and willing to provide testimony within the required time frame.</p> <p>Missing cost documentation has been identified and obtained, or if unobtainable, noted in the Letter Report.</p> <p>Costs are within the approved budget ceiling.</p>	<p>The EPA COR and site attorney will evaluate the quality of the expert witnesses obtained by the Contractor. They will review the Contractor's draft and final deliverables and the monthly progress reports.</p>	<p>The Contractor shall obtain the services of different expert witnesses, if deemed unacceptable and will redo unacceptable work at its own expense, with possible reduction of costs up to 20%; up to 50% reduction if mistakes cannot be corrected.</p>	<p>No deviations are permitted.</p>
<b>Task 5 – Litigation Support</b>			
<p><b>5.1 <u>Referral Support</u></b></p> <p>The Contractor has contacted and obtained, or made copies of, all relevant records and organized them in the manner instructed by the EPA COR.</p> <p>The Contractor has reviewed the information, and has included this information in a Letter Report or as otherwise directed by the EPA COR.</p>	<p>The EPA COR and site attorney will review the document index to verify that relevant documents are included. The EPA COR will review the Contractor's monthly progress reports.</p>	<p>The Contractor shall redo unacceptable work at its own expense, with possible reduction of costs up to 20%; up to 50% reduction if mistakes cannot be corrected.</p>	<p>No deviations are permitted.</p>

<b>SOW Performance Standards</b>	<b>Proposed Monitoring Methods</b>	<b>Percentage Deduction*</b>	<b>AQL Deviation**</b>
Work was within the schedule and deadlines stated in the Task Order. Costs are within the approved budget ceiling.			
<p><b>5.2 <u>Evaluation of Cost Information</u></b></p> <p>All relevant supporting documentation is located and included in the cost package. The Letter Report outlines all mathematical errors and discrepancies identified in the cost package.</p> <p>The work is performed in accordance with the schedule and deadlines stated in the Task Order, and costs are within the approved budget ceiling.</p>	<p>The EPA COR and site attorney will review the Letter Report and the Contractor's monthly progress reports.</p> <p>The COR may review a random sampling of the cost package to verify accuracy of the Contractor's work.</p>	The Contractor shall redo unacceptable work at its own expense, with possible reduction of costs up to 20%; up to 50% reduction if mistakes cannot be corrected.	No deviations are permitted.
<b>TASK 6 Cost Recovery Support</b>			
<p><b>6.1 <u>Cost Documentation and Redaction</u></b></p> <p>The Contractor has performed a review and audit of the cost package(s) and provided the findings in a Letter Report. The Contractor has produced a documentary audit trail to establish proof of costs incurred using existing systems and other documentation and guidance.</p> <p>The Contractor has developed and maintained an organized cost package or cost document file that includes cost summaries for each cost element claimed, together with organized supporting documentation.</p> <p>The Contractor has accumulated and verified all costs incurred in connection with a site or sites by reconciling all supporting documentation with Agency data. The Contractor has identified to the Agency deficiencies in the cost package and/or potential sources of challenges.</p> <p>The cost package contains no mathematical errors and all relevant documents that evidence work performed and costs incurred are included in the cost package.</p> <p>The work is performed in accordance with the schedule and deadlines specified in the Task Order, and costs are within the amount of the approved budget ceiling.</p>	The EPA COR will review the Contractor's Letter Report and the Contractor's monthly progress reports. The EPA COR may review random documents to verify the accuracy of the documentation against the cost summary, and that work-performed documents are present to support the documented costs.	The Contractor shall redo unacceptable work at its own expense, with possible reduction of costs up to 20%; up to 50% reduction if mistakes cannot be corrected.	No deviations are permitted.
<p><b>6.2 <u>Closeout Memoranda Support</u></b></p> <p>The Contractor has reviewed Agency files and provided copies of relevant documents that will support the recommendations in the Closeout Memorandum.</p>	The EPA COR and site attorney will review all deliverables and the Contractor's monthly progress reports.	The Contractor shall redo unacceptable work at its own expense, with possible	No deviations are permitted.

<b>SOW Performance Standards</b>	<b>Proposed Monitoring Methods</b>	<b>Percentage Deduction*</b>	<b>AQL Deviation**</b>
<p>Work was performed and submitted within the schedules and deadlines stated in the Task Order, and costs are within the approved budget ceiling.</p>		<p>reduction of costs up to 20%; up to 50% reduction if mistakes cannot be corrected.</p>	
<b>TASK 7 Community Involvement Support</b>			
<p><b>7.1 Public Meeting Support</b></p> <p>Arrangements for meeting locations are convenient to the public and equipment/translators/ security are available when and where needed.</p> <p>Transcripts/meeting notes are delivered within the proscribed time frame.</p> <p>PowerPoint presentations, posters, and other audio-visual materials are of high quality and easily understood.</p> <p>Work is performed within the schedules and deadlines stated in the Task Order, and costs are within the amount of the approved budget ceiling.</p>	<p>The EPA COR will review the Contractor's arrangements for conformance to the performance standards and any deliverables, as well as the monthly progress reports.</p>		
<p><b>7.2 Fact Sheet Production</b></p> <p>Fact Sheets, flyers, brochures, press packets, and other written materials are of high quality, easily understood by the target audience and are accurate. Graphics are colorful, relevant, dynamic, and enhance the overall message presented.</p> <p>Written materials conform to EPA's preferred format, and are provided in Microsoft Publisher.</p> <p>Translations are accurate in fact and grammatically correct. All maps, graphics and pictures for publications are of high quality and relevant to the subject being discussed.</p> <p>Work is performed within the schedules and deadlines stated in the Task Order, and costs are within the amount of the approved budget ceiling.</p>	<p>The EPA COR will review the Contractor's deliverables for quality and acceptability, and will review the Contractor's monthly progress reports</p>	<p>The Contractor shall redo unacceptable work at its own expense, with possible reduction of costs up to 20%; up to 50% reduction if mistakes cannot be corrected.</p>	<p>No deviations are permitted.</p>
<p><b>7.3 Public Notices</b></p> <p>Public notices conform to Agency standards, are of high quality, well written, concise, and accurately transmit the information being relayed. Public notices are placed in the specified newspapers and are published on the date(s) specified by EPA.</p>	<p>The EPA COR will review the Contractor's deliverable(s) for timeliness, quality, and acceptability, and will review the Contractor's the monthly progress reports</p>	<p>The Contractor shall redo unacceptable work at its own expense, with possible reduction of costs up to 20%; up to.</p>	<p>No deviations are permitted.</p>

<b>SOW Performance Standards</b>	<b>Proposed Monitoring Methods</b>	<b>Percentage Deduction*</b>	<b>AQL Deviation**</b>
<p>Letter reports transmitting the Public Notice and Proof of publication are timely submitted to the COR.</p> <p>Work is performed within the schedules and deadlines stated in the Task Order, and costs are within the amount of the approved budget ceiling.</p>		50% reduction if mistakes cannot be corrected	
<p><b>7.4 Mailings</b></p> <p>Mailing lists are accurate and up-to-date. No more than 5% of any mailing is returned as undeliverable because of a bad address.</p> <p>Work is performed within the schedules and deadlines stated in the Task Order, and costs are within the amount of the approved budget ceiling.</p>	The EPA COR will review the Contractor's deliverable(s) for quality and acceptability, and will review the Contractor's monthly progress reports.	The Contractor shall redo unacceptable work at its own expense, with possible reduction of costs up to 20%; up to 50% reduction if mistakes cannot be corrected.	No deviations are permitted.
<p><b>7.5 Community Involvement Plans</b></p> <p>Proscribed procedures are followed when contacting individuals for interviews. Reports detailing site history, community history, and demographic information are accurate, clearly written, and produced in a timely manner. Media identification and contact information is timely and accurate.</p> <p>All due dates/schedules stated in the TO, and costs are within the amount of the approved budget ceiling.</p>	The EPA COR will review all deliverable(s) for quality and acceptability, and the Contractor's monthly progress reports.	The Contractor shall redo unacceptable work at its own expense, with possible reduction of costs up to 20%; up to 50% reduction if mistakes cannot be corrected.	No deviations are permitted.
<p><b>7.6 Congressional Briefing Books</b></p> <p>Congressional Briefing Books are of high quality, accurate, well written, free from spelling and grammatical errors and generally appear professionally done</p> <p>Work is performed within the schedules and deadlines stated in the Task Order, and costs are within the amount of the approved budget ceiling.</p>	The EPA COR will review the Contractor's deliverable(s) for quality and acceptability, and will review the monthly progress reports.	The Contractor shall redo unacceptable work at its own expense, with possible reduction of costs up to 20%; up to 50% reduction if mistakes cannot be corrected.	No deviations are permitted.
<p><b>7.7 General Community Involvement Administrative Support</b></p> <p>Photocopying quantities are within the limits set by the contract. Newspaper subscriptions are obtained in a timely manner</p> <p>Work is performed with the schedules/deadlines stated in the Task Order, and costs are within the amount of the approved budget ceiling.</p>	The EPA COR will review the Contractor's monthly progress reports.	The Contractor shall redo unacceptable work at its own expense, with possible reduction of costs up to 20%; up to 50% reduction if mistakes cannot be corrected.	No deviations are permitted.

SOW Performance Standards	Proposed Monitoring Methods	Percentage Deduction*	AQL Deviation**
<b>TASK 8 Project Management, Planning and Support</b>			
<b>8.1 <u>Project Management, Planning, and Support</u></b>			
<p>The Contractor used their best efforts to coordinate and arrange for a scoping meeting within the time frame designated in the Task Order.</p> <p>The Contractor prepared minutes of the scoping meeting that accurately document the scope of service and any deliverable/schedule changes, and submitted them to the COR for review and approval.</p> <p>The Contractor met with and briefed the EPA Enforcement team of any issues that could affect the outcome of the Region's enforcement efforts at a site.</p> <p>The Contractor met the schedules and deadlines set forth in the Task Order for submitting the Staffing Plan/Cost Estimate and any interim periodic status reports/deliverables.</p> <p>Monthly Progress Reports and Financial Reports accurately reflect the work performed and documents costs that were incurred during the reporting period.</p> <p>Closeout of the Task Order was completed within 30 days of notification, and copies of the Acknowledgement of Completion and Closeout Memo were delivered to the COR and Project Officer.</p>	<p>The EPA COR will review the Contractor's Staffing Plan/Cost Estimate, meeting minutes, status reports, Acknowledgement of Completion, and the Contractor's monthly progress reports.</p>	<p>The Contractor shall redo unacceptable work at its own expense, with possible reduction of costs up to 20%; up to 50% reduction if mistakes cannot be corrected.</p>	<p>No deviations are permitted.</p>
<b>8.2 <u>Quality Assurance</u></b>			
<p>Quality assurance is applied to all aspects of each Task Order. The Contractor utilizes methods that ensure that work is performed in a manner that minimizes the need for internal revision and rework.</p> <p>Internal review is performed before delivery of documents and deliverables to EPA.</p> <p>Costs are tracked and billed site-specifically. Documentation to support all costs incurred by the Contractor are submitted with the monthly invoice.</p>	<p>The EPA Contracting Officer will review the quality assurance program plan submitted with the Contractor's proposal. The EPA COR will review the Contractor's Staffing Plans/Cost Estimates, assess deliverables for accuracy, precision, and completeness, and review the Contractor's monthly progress reports.</p>	<p>The Contractor shall redo unacceptable work at its own expense, with possible reduction of costs up to 20%; up to 50% reduction if mistakes cannot be corrected.</p>	<p>No deviations are permitted.</p>

\* Amount that can be reduced from monthly invoice charges.

\*\* Acceptable Quality Level – The maximum allowable degree of deviation from the standard for the task which will be permitted by the government before performance is deemed to be unsatisfactory.