



# **OSC Warrant Officer Training**

## **OSC Toolbox Guide**

**Version: April 2015**

**CERCLA Education Center**

# **On-Scene Coordinator Toolbox Guide**

**Office of Solid Waste and Emergency Response  
U.S. Environmental Protection Agency**

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# **Chapter 1**

## **Introduction**

# Chapter 1. Introduction

## 1.1 Purpose

The purpose of this Toolbox Guide is to assist EPA On-Scene Coordinators (OSCs) and Federal Classification Series (FCS) 1102 Contracting Officers (COs) by outlining the general procedures for the acquisition of goods and services required to respond to certain environmental releases, threats and/or discharges. Release incidents refer to releases, or potential releases, of hazardous substances or pollutants or contaminants that present an imminent and substantial threat to the public health and welfare or the environment (the “imminent and substantial threat” threshold only applies to pollutants and contaminants) or discharges of oil that impact, or threaten to impact, inland waters of the United States. Such incidents may require immediate actions, known as removals, which are directed by EPA OSCs. This manual describes the responsibilities and authorities delegated to OSCs when directing removal actions and identifies the contracting procedures and other methods that can be used to obtain supplies and services.

## 1.2 Audience

The guidance in this Toolbox Guide is intended to assist OSCs who have been delegated limited Federal Ordering Officer and/or Contracting Officer (CO) authority under the Delegation of Procurement Authority (DPA), in accordance with Federal Acquisition Regulations (FAR) and EPA Acquisition Regulations (EPAAR). (These authorities are described in Chapter 2 of this Toolbox Guide.) This Guide also provides guidance for accessing resources that require CO authority under the DPA, and describes other tools and resources that do not require a DPA, but may require specialized assistance from other Regional personnel. Chapter 6 provides Region-specific information on the tools discussed throughout the Guide, as well as additional tools that may be available in the Region.

## 1.3 Background

Section 104 of the Comprehensive Environmental Response, Compensation, and Liability Act of 1980 (CERCLA), requires EPA to develop procurement tools for responding to emergency releases or threats of releases of hazardous substances to the environment, and releases of pollutants or contaminants that present an imminent and substantial danger to public health and welfare. The first guidance on using these tools was issued by EPA on October 9, 1985, entitled “Emergency Ordering and Acquisition Procedures for Hazardous Substance Response Program.” This Guide is an update to the 1985 guidance and clarifies the expanded use of these procurement tools to responses under the Clean Water Act (CWA), as amended by the Oil Pollution Act (OPA), and the Robert T. Stafford Disaster Relief and Emergency Assistance Act (Stafford Act).

## **1.4 Organization of Document**

This Toolbox Guide is organized into the following sections:

- \*\* Chapter 2, Authorities**, provides information on EPA’s statutory and regulatory authorities and policies for responding to releases of hazardous substances, pollutants or contaminants, and oil spills as authorized by CERCLA and the CWA; and the contracting authorities by which EPA staff are able to access resources needed to respond.
  
- \*\* Chapter 3, Contracting Fundamentals**, provides basic information on key contracting elements that serves as an introduction to the more detailed contracting information provided in Chapter 4.
  
- \*\* Chapter 4, OSC Tools**, provides information on the policies and procedures for procurement tools identified under the DPA that are available to Warranted OSCs, as well as other tools not identified under the DPA that are available to all OSCs. The appendices to this chapter also include several forms and sample documents to assist the OSC and CO.
  
- \*\* Chapter 5, Access to Other Response Tools**, provides information on other resources that OSCs can access during a response, including resources from other EPA programs and offices and resources from other Federal departments and agencies.

In addition, several quick reference guides are provided with this document and are included in the notebook cover sleeve. These handy guides are updated and distributed routinely to provide OSCs and COs with current information.

# **Chapter 2**

## **Authorities**

## Chapter 2. Authorities

### 2.1 Response Authorities

#### 2.1.1 Statutory Authorities

Section 104 of CERCLA authorizes EPA to respond to any release or threatened release of a hazardous substance, pollutant, or contaminants. Section 311 of the CWA authorizes EPA to take actions to respond to a discharge, or a threat of a discharge, of oil or hazardous substances to waters of the United States. The following statutes and regulations also govern response actions: the Superfund Amendments and Reauthorization Act of 1986 (SARA); the U.S. Oil Pollution Act of 1990 (OPA); the National Oil and Hazardous Substances Pollution Contingency Plan (the NCP, 40 CFR Part 300); and the Robert T. Stafford Disaster Relief and Emergency Assistance Act (the Stafford Act), which added authorization for OSCs to respond to certain hazardous materials incidents resulting from a Presidentially-declared disaster or emergency.

#### 2.1.2 Regulatory Authorities

In the inland zone, the NCP designates the EPA OSC as the Federal official responsible to coordinate and/or direct responses to discharges or threats of discharges of oil to waters of the United States. The NCP also designates the EPA OSC as the Federal official responsible for coordinating or directing responses to releases or threats of release of hazardous substances that pose a threat to human health or the environment. EPA OSCs may also take necessary response actions to address releases of pollutants or contaminants that may pose imminent and substantial danger to public health or welfare. Sections 300.305 and 300.415 of the NCP outline factors to be considered by the OSC in determining the need for a CERCLA removal action. Finally, as outlined in the Federal Response Plan, EPA OSCs may take necessary response actions to respond to hazardous materials incidents resulting from a Presidentially-declared disaster.

Through a series of delegations of authority, the President has provided EPA, and in turn specific EPA staff such as the OSC, with the authority to direct responses to releases of hazardous substances, and pollutants or contaminants that present an imminent and substantial danger to public health or welfare. These responses are defined in the NCP as “removals” or “removal actions.” EPA Headquarters CERCLA Delegations of Authority (Chapter 14) provide authorities to Regional Administrators to respond at sites located within their respective Regions and response authorities to the Assistant Administrator for Solid Waste and Emergency Response. These authorities may be exercised subject to approved funding levels. Regional Administrators may redelegate to designated On-Scene Coordinators (OSCs) the authority to determine the need for emergency response and to approve and initiate removal actions costing up to \$250,000 where site conditions constitute an emergency and up to \$50,000 where site conditions do not constitute an emergency. Unless waived by memorandum, the AA/OSWER must approve the use of the consistency waiver in CERCLA Section 104(c)(1)(C) for removal actions at sites not proposed to or final on the NPL. When the emergency waiver is used, Regional Administrators may approve removal actions costing up to \$6 million. Regional Administrators must seek approval from the AA/OSWER for removal actions costing more than

\$6 million requiring the emergency waiver. Further, unless waived by memorandum, the AA/OSWER must concur prior to the initiation of removal action at non-NPL sites where the proposed action is on the List of Nationally Significant or Precedent-Setting Removal Action categories.

OSCs must check their specific Regional delegations to determine the level to which they have been granted the programmatic authority to respond to a release or threatened release of a hazardous substance, pollutant, or contaminants. Some Regions have not delegated this programmatic authority to OSCs. This is being expanded to Branch Chief level or equivalent; each OSC can check to see what the level is in their region. Other Regions have given OSCs response authority to for less than \$250,000 and some have authorized the full amount. Some OSCs have been delegated authority to initiate removal actions costing \$50,000 and some have been delegated for the full amount authorized. It is important to note that this response authority is different from the delegation of procurement authority that will be discussed in Section 2.2.3 of this Guide. OSCs should insert the Headquarters and Regional Response Authority Delegations in Chapter 6 of this Guide. The Delegations can be found on the EPA intranet page, EPA@Work, <http://intranet.epa.gov/rmpolicy/ads/dm/toc.htm>

**Exhibit 2-1. Response Delegations**

<b>Delegation</b>	<b>Authorities</b>	<b>To Whom Delegated</b>
Chapter 2 – Clean Water Act Delegation 89 (2-89) <b>Removal of Discharge or Threat of Discharge</b>	a. To remove or arrange for the removal of a discharge and to mitigate or prevent a substantial threat of a discharge. b. To direct or monitor all Federal, State, and private actions. c. To remove and, if necessary, destroy a vessel that is discharging or threatening to discharge. d. To consult with affected trustees. e. To determine when the removal is complete.	<b>Regional Administrators, Assistant Administrator (OSWER)</b>
<b>Regional Chapter 2-89</b>	As above, a-b	On-Scene Coordinators
Chapter 14 – CERCLA Delegation 2 (14-2) <b>Response</b>	To respond to any release or threatened release of a hazardous substance, pollutant, or contaminant, pursuant to CERCLA and the NCP.	RA AA (OSWER)
<b>Regional Chapter 14-2</b>	To approve and initiate Emergency actions costing up to \$250,000 and Non-emergency actions up to \$50,000.	On-Scene Coordinators

Delegation	Authorities	To Whom Delegated
Chapter 1 – General, Administrative, and Misc. Delegation 11 (1-11) <b>Interagency Agreements</b>	To enter into agreement between EPA and other Federal agencies, State, etc.  Emergency Support Function #10, per the FRP (NRP) mission assignments.	AA’s RA
<b>Regional Chapter 1-11</b>	To accept and issue Mission Assignments, limited to actions under the FRP (NRP).	ESF #10 Regional Chair or Designee

**Other Delegations of Authority that may be redelegated to OSCs**

Delegation	Authorities	To Whom Delegated
Chapter 2 – CWA Delegation 14-D (2-14D) Emergency TRO’s	Request for emergency Temporary Restraining Orders to the Dept. of Justice.	AA RA
Chapter 2 – CWA Delegation 29 (2-29) Spill Prevention Control and Countermeasure Plan	To perform the EPA functions and responsibilities relative to the SPCC regulations.	AA RA
Chapter 2 – CWA Delegation 86 (2-86) Facility Response Plans	a. To approve means to ensure the availability of private personnel and equipment to implement facility response plans.  b. To review and approve FRPs.	RA
Chapter 2 – CWA Delegation 87 (2-87) Equipment Inspections	To require inspections of containment boom and oil spill equipment.	RA

**2.2 Contracting Authorities**

**2.2.1 FAR/EPAAR**

The Federal Acquisition Regulations (FAR) establish, in Title 48 of the Code of Federal Regulations, the acquisition regulations applicable to all executive agencies of the Federal Government. The Environmental Protection Agency Acquisition Regulations (EPAAR) codifies the policies and procedures of EPA which implement and supplement the FAR. The FAR may be found on the Internet at <http://www.acquisition.gov/far/> or <http://farsite.hill.af.mil/>.

## **2.2.2 Funding**

All acquisition tools outlined in this Guide require a funding action prior to obtaining goods or services with the tool. Some of these funding actions may require direct OSC involvement, others may be initiated by other staff in the Regional office; however, the OSC must always be mindful of the availability and commitment of funds prior to using any of the acquisition tools outlined in this Guide. Making monetary commitments on behalf of the U.S. Government without proper authority and available funds results in a violation of the Anti-Deficiency Act (31 U.S.C. 1341). The Anti-Deficiency Act generally requires that funding be available **prior** to any expenditures, with criminal and financial penalties for violating the Act.

As limited Contracting Officers, the Warranted OSC is authorized to obligate the government in a financial transaction; therefore, the potential for Anti-Deficiency Act violations is of great concern. It is the responsibility of the official authorizing the acquisition tool to ensure that proper funding and obligating mechanisms are in place. For many of the tools described in this Guide, this will be the responsibility of the Warranted OSC. In addition, some contractors or vendors may choose to interpret the OSC's words or actions as ordering work, and then attempt to invoice the government for this "implied" order. OSCs are in a unique situation to have both the authority to "Federalize" and direct a response and the limited contracting warrant authority; therefore, it is important to always be clear about the authorities being used.

There are two critical components to ensuring proper funding of an acquisition tool:

1. There must be funds available to cover the activity; and
2. Funding must be properly authorized through the use of a requisition or other funding document.

### **2.2.2.1 Funds Availability**

With respect to funding availability, the beginning and end of fiscal years are times to be especially cautious. CERCLA and Clean Water Act funds provided to the Regions each year are returned to Headquarters if not **obligated** by September 30 of that year. For this reason, interim deadlines are placed on many processes, such as Interagency Agreements, purchase cards, and contract obligations, to allow sufficient time to process all the documents required to ensure the actual obligation takes place by September 30 of the current fiscal year. Some of these deadlines are national, others are Regional; but they can still impact the work to be performed. These deadlines must be considered in the planning process. True emergencies can generally receive exceptions to many of these deadlines; however, a lack of planning may not be viewed as a true emergency.

At the beginning of a new fiscal year (October 1), available funding is dependent on the budget passed by Congress and signed by the President. For the years when a new budget is not signed by the new fiscal year, a Continuing Resolution is required to keep the Government operating until the budget is passed. Typically prior to the end of the fiscal year, the Office of Emergency Management (OEM) at EPA Headquarters provides the Regions with both CERCLA and OPA "emergency spending authority." This emergency spending authority allows the

Regions to fund emergency responses to hazardous substance releases or oil spills or to keep ongoing projects from shutting down, while awaiting a final budget or receipt of interim funding. OSCs should be aware of this emergency spending authority or receipt of funding, because without it, there is no Regional money to pay for a response. In addition, purchase cards are often not funded during this time. Even when a budget has been signed by October 1, the Office of Management and Budget (OMB) must still distribute the funds to EPA. Therefore, it may take time for final distribution of Regional Advice of Allowance (AOA). Typically, a portion of the anticipated budget is distributed to the Regions for use while the budget is being finalized. For these reasons, OSCs should always confirm funding availability before authorizing any work or purchases, especially at the beginning and end of each fiscal year.

When EPA conducts a response to an oil spill under the CWA, as amended by the OPA, or a response to a disaster under the Stafford Act, additional funding issues must be taken into consideration. Funding for oil spills comes directly from the Oil Spill Liability Trust Fund (OSLTF) which is managed by the U.S. Coast Guard (USCG) through the National Pollution Funds Center (NPFC). To obtain funding authority, the EPA OSC must contact the USCG District Office with jurisdiction and request that a Federal Project Number (FPN) be opened and a cost ceiling established for the response. Once a FPN is received, the OSC or other Regional personnel must then request EPA's Cincinnati Finance Center to establish site-specific Regional account numbers. Usually *reimbursable* and *non-reimbursable* account numbers are established and the *reimbursable* account number is used on commitment documents for obtaining goods and services for the response. *Reimbursable* account numbers are also used for EPA staff time of non-OPA funded positions and overtime and travel for OPA-funded personnel. *Non-reimbursable* account numbers are used for EPA staff funded by OPA appropriations. Use of this number ensures costs are properly tracked for cost recovery purposes. The actual funding used by the Cincinnati Finance Center for most small to medium-sized OPA responses comes from a national "umbrella" Interagency Agreement (IAG) between EPA and the USCG. For longer term, and larger oil spill responses, a site-specific IAG may be required between the Region and USCG to provide funding for the response. When a site-specific IAG is used, the Region must also be granted sufficient "reimbursable authority" from EPA Headquarters Finance to cover the anticipated cost of the response. This is usually done by personnel in the Regional Management Office, but may delay the initiation of activities. For responses under the umbrella IAG, this "reimbursable authority" has already been granted to the Region.

For responses to Presidentially-declared disasters and emergencies under the Stafford Act, the Federal Emergency Management Agency (FEMA) provides funding authority to EPA through the issuance of Mission Assignments. Similar to an oil spill response, the EPA OSC, or appropriate Regional personnel, must then contact Headquarters Finance for approval of "reimbursable authority" and then the Cincinnati Finance Center to request the establishment of *reimbursable* account numbers for the activities. The *reimbursable* account numbers are then used on commitment and obligation documents to obtain goods and services for the response. Unlike CERCLA and OPA, for FEMA responses, a formal site identification number is not established. Regions may wish to use a four-digit numerical tracking system for contractors to use in the Removal Cost Management System (RCMS) and other documentation (*see Section 4.1.1.3 for more information on tracking costs using RCMS*).

Some EPA contracts, such as the START contract, are bulk-funded. This means that certain types of funding (i.e., CERCLA or OPA) are generically obligated at the contract level. The OSC should be aware that funding limitations may exist that could limit access to the START contract, or make prioritization of work necessary. When a Technical Direction Document (TDD) or Work Assignment (WA) is issued for site-related work, site-specific accounting information must be supplied to the contractor. This ensures proper cost tracking and accurate cost recovery. When using the START contract for oil spill or Stafford Act responses, site-specific funds may need to be committed by a Procurement Request and obligated to the contract through a contract modification issued by the Contracting Officer. This funding becomes available after the OSC has received the proper funding authority by either opening a FPN or receiving a Mission Assignment. Although most of the funding issues related to the START contract will be handled by the CO or PO, the OSC should always ensure sufficient funding is available on the contract before tasking the contractor with work.

### 2.2.2.2 Funds Commitment and Obligation

The second critical component to ensure funding of an acquisition tool is proper commitment and obligation of funds. The two most frequently used commitment mechanisms, along with common methods of obligating funds, are discussed below:

- A **Requisition** (*see Appendix 2-C of this Guide*) is typically used to fund extramural (outside the Agency) activities. The requisition is a *commitment document* which reserves funding for specific goods or services. Requisitions are used for funding the ERRS contract (including Task Orders), Notices to Proceed, the START contract, Authorizations to Proceed for Basic Ordering Agreements, site-specific contracts, and acquisitions using the Simplified Acquisition Procedures. Each Region has an approval process required for committing funds through a requisition which may require the signature of a Branch Chief, or a Division Director or equivalent. This process may take some time to complete, so the OSC should ensure there is sufficient time for processing the requisition.

Except for emergency responses where there is insufficient time, funding must be *committed* prior to being *obligated* on an acquisition vehicle, such as a contract, task order, or work assignment. (An analogy of a *commitment* is writing a check and an *obligation* is handing the check to a vendor in exchange for goods or services.) The obligation process actually freezes the committed funds and makes those funds available only to a specific vendor for a specific task(s). The *obligation document* is the actual signed or modified contract, Task Order, Notice to Proceed, Authorization to Proceed, site-specific contract, or verbal *authorization* to begin work, which is required to be followed up by a written obligating document within the time frame outlined in the contract (usually between two to five business days). Until the obligating document is issued, or a verbal authorization is given by the CO or Warranted OSC within his/her limits of authority, the contractor has not been activated and cannot begin work.

In Chapter 6 each Region needs to set forth the procedures used to ensure funds availability during an emergency response. Because of the nature of emergency response work there is not always sufficient time to commit funds prior to issuance of the obligation document. This is **not** a violation of the Agency's funds control procedures as long as the OSC or CO follows regional procedures and has determined that funds are available for the emergency response contractor services. In many Regions the Removal Manager maintains a "checkbook" and is aware, at any given moment, of the amount of available funds. OSCs and COs may issue an obligation document to respond to an emergency as long as the regional procedures for ensuring funding availability have been followed. Issuance of an obligation document for an amount in excess of available funding could create a violation of the Anti-Deficiency Act. It is important that each Region maintain strict control over the level of available funding for emergency responses.

The nature of the Superfund and Oil programs emergency response work is unique to the entire Agency. This guidance may not, in any way, be used to justify contractor work to proceed prior to the commitment of funds for any other Agency purpose.

Although not mandatory, Regions should consider having funding committed on emergency requisitions as soon as funding becomes available each year to ensure availability of funds for emergency response, without risking problems related to the Anti-Deficiency Act. These emergency requisitions have generic accounting information for both a CERCLA and OPA response capability. A copy of both the CERCLA and OPA requisitions should be provided to the CO and warranted OSCs so that in an emergency the CO or OSC when necessary can obligate the funds and activate contractors quickly. New funding should then be committed on new emergency requisitions and distributed to the CO. If site-specific account numbers cannot be set up in time to be included on the obligating documents, a modification to the obligating document will be required to change the funding designation to a site-specific tracking number.

- A **Commitment Notice** (EPA Form 2550-9) is another type of *commitment* document, normally used for IAGs (formalizing financial transactions between Federal Government agencies), grants, and cooperative agreements. A Commitment Notice is also used for funding Third Party Drafts (TPDs). On TPDs, a requisition may also be required to pay for financial institution fees such as check processing fees for checks. Similar to a requisition, a Commitment Notice requires an approval process that is established in each Region.

Funding procedures for purchase cards and Pollution Removal Funding Authorizations differ from those discussed above.

- Although funding of **purchase cards** may be handled slightly differently in each Region, the Cincinnati Finance Center, has primary responsibility for the overall purchase card program and processing. In most Regions, funding is directly

designated through the budget process for purchase card utilization. Purchase card holders must be familiar with their Regional limitations and policies. *See Section 4.2.1 for detailed information on using purchase cards.*

- **Pollution Removal Funding Authorizations (PRFAs)** are a tool used under OPA to reimburse other Federal or non-Federal agencies for assistance on an oil spill response. Using this tool, these agencies may be paid directly by the USCG for their participation in oil responses. PRFAs require the OSC to develop a Statement of Work (SOW) and a cost ceiling which is then provided to the assisting agency. Costs for work within the outlined SOW and ceiling are then reimbursed directly by the Coast Guard. *See Section 4.2.8 for detailed information on the use of PRFAs.*

### **2.2.3 Delegated Procurement Authority**

The Superfund/Resource Conservation and Recovery Act (RCRA) Regional Procurement Operations Division of the Office of Acquisition Management delegates OSCs with limited procurement authority (a warrant) to provide essential goods and services during Federal response actions.

Before obtaining a warrant, OSCs must receive training to understand the limitations of their warrant authority. In addition, according to the FAR, the individual who appoints an OSC as a Warranted CO must consider education, training, business acumen, judgment, character, and reputation. It is important to understand that OSCs derive *programmatic response authority* to conduct removal actions from the NCP and then use various contracting *vehicles or tools* to exercise this authority. The OSC/s programmatic response authority to initiate and conduct a removal action comes from authority given to the President by Congress. The limited delegation of procurement authority an OSC receives after satisfactorily completing required training is one of the tools OSCs use to gain access to resources that allow them to carry out their programmatic response authority.

### **2.2.4 Description and Conditions for Use**

After OSCs are given limited CO procurement authority, they are allowed to enter into contracts and make related determinations and findings, subject to the limitations in their warrant. Actions under this authority, including the procurement of supplies and services, must be taken pursuant to the NCP and one or more of the following statutes: CERCLA Section 104; CWA Section 311, as amended by OPA; Subtitle I of RCRA for leaking underground storage tank actions; and the Stafford Act. All actions must also be consistent with the requirements outlined in the FAR and the EPAAR.

### **2.2.5 Training Requirements and FAC-COR**

Warranted OSCs are considered Level II ordering officers under the Environmental Protection Agency Acquisition Guide (EPAAG), Subsection 1.6.5 – Contracting Officer’s Representatives Three-Tiered Program (March 2015). In addition to being Level II ordering officers, OSCs can also be designated to serve as Contracting Officer Representatives (COR)

under the Agency's primary emergency response contracts (START and ERRS). Subsection 1.6.5 of the EPAAG (*please see Appendix 2-F*) identifies EPA's FAC-COR three-tiered program requirements as set forth in OFPP Memorandum, "Revisions to the Federal Acquisition Certification for Contracting Officer's Representatives (FAC-COR)," dated September 6, 2011, and replaces the current Contracts Management Manual (CMM), Chapter 42, Section 42.1. See also <http://www.fai.gov/drupal/certification/fac-cor-certification-requirements>. The new FAC-COR has three levels of certification (Level I, Level II, and Level III) with varying requirements for training, experience, and continuous learning, depending on the types of contracts and risk being managed. The new three-tiered FAC-COR program requirements were effective January 1, 2012, and under this program current CORs were grandfathered in as Level II CORs.

The three levels are described in the EPAAG Subsection 1.6.5 as follows:

- **Level I** - will require a minimum of 20 hours of initial prescribed acquisition training, no experience and 16 hours of continuous learning every two years. A Level I COR is generally required for projects with little associated risk.
- **Level II** - will require a minimum of 54 hours of initial prescribed acquisition training, one-year of acquisition-related experience within the last four years, and 40 hours of continuous learning every two years. Level II CORs are generally required for contact vehicles of moderate to high risk and complexity.
- **Level III** - will require a minimum of 66 hours of initial prescribed acquisition training, at least two (2) years of acquisition-related experience on federal contracts within the last 4 years that includes, at a minimum, experience required for the Level II and 40 hours of continuous learning every two years. Level III CORs deal with the Agency's contracts that require significant acquisition investment. These contracts are of moderate to high risk, are of a very complex nature and require a high degree of management oversight. CORs working on these contracts are often called upon to perform significant program management activities and should be trained accordingly. For this reason, these CORs are expected to be recruited from the most experienced CORs already working in the Agency.

The table below, as shown in Table I of the EPAAG Subsection 1.6.5, summarizes the certification level, experience, and knowledge requirements for each of the EPA's three certification levels. A combination of required experience, training, and/or professional certifications is necessary for FAC-COR certification.

**FAC-COR Certification Levels Knowledge, Experience, Contract Type, and Training Requirements**

<b>LEVEL I</b>	<b>LEVEL II</b>	<b>LEVEL III</b>
<b>General Business Competencies</b>	<b>General Business Competencies</b>	<b>General Business Competencies</b>
<ul style="list-style-type: none"> <li>• Attention to Detail</li> <li>• Decision-Making • Flexibility</li> <li>• Influencing/Negotiating</li> <li>• Integrity/Honesty</li> <li>• Interpersonal Skills</li> <li>• Oral Communication</li> <li>• Planning and Evaluating</li> <li>• Problem Solving</li> <li>• Project Management • Reasoning</li> <li>• Self-Management/Initiative</li> <li>• Teamwork • Writing</li> </ul>	<ul style="list-style-type: none"> <li>• Attention to Detail</li> <li>• Decision-Making • Flexibility</li> <li>• Influencing/Negotiating</li> <li>• Integrity/Honesty</li> <li>• Interpersonal Skills</li> <li>• Oral Communication</li> <li>• Planning and Evaluating</li> <li>• Problem Solving</li> <li>• Project Management • Reasoning</li> <li>• Self-Management/Initiative</li> <li>• Teamwork • Writing</li> </ul>	<ul style="list-style-type: none"> <li>• Attention to Detail</li> <li>• Decision-Making • Flexibility</li> <li>• Influencing/Negotiating</li> <li>• Integrity/Honesty</li> <li>• Interpersonal Skills</li> <li>• Oral Communication</li> <li>• Planning and Evaluating</li> <li>• Problem Solving</li> <li>• Project Management • Reasoning</li> <li>• Self-Management/Initiative</li> <li>• Teamwork • Writing</li> </ul>
<b>Technical Competencies</b>	<b>Technical Competencies</b>	<b>Technical Competencies</b>
• All Technical Competencies for Level I CORs identified in Appendix D-1 - <i>OMB Key Competencies for CORs.</i>	• All Technical Competencies for Level II CORs identified in Appendix D-2 - <i>OMB Key Competencies for CORs.</i>	• All Technical Competencies for Level III CORs identified in Appendix D-3 - <i>OMB Key Competencies for CORs.</i>
<b>Experience</b>	<b>Experience</b>	<b>Experience</b>
• No experience requirement.	• At least 1 year of acquisition related experience within the last 4 years that includes, at a minimum, experience equivalent to a Level I COR.	• At least 2 years of acquisition related experience on <i>federal</i> contracts within the last 4 years that includes, at a minimum, experience equivalent to a Level II COR. • Demonstrated expertise in the Business and Technical Competencies identified above.
<b>Required Knowledge</b>	<b>Required Knowledge</b>	<b>Required Knowledge</b>
Knowledge of low risk/complexity contracts such as: <ul style="list-style-type: none"> <li>• Simplified Acquisitions</li> <li>• Interagency Agreements</li> <li>• Assisted Acquisitions</li> <li>• FFP contracts/orders</li> </ul>	Knowledge of moderate to high risk/complexity contracts such as: <ul style="list-style-type: none"> <li>• All types listed in Level I</li> <li>• IDIQ contracts</li> <li>• T&amp;M and LH contracts/orders</li> <li>• CR contracts/orders</li> <li>• Hybrid contracts/orders</li> <li>• Works assignments</li> </ul>	Knowledge of highest risk/complexity and mission critical contracts such as: <ul style="list-style-type: none"> <li>• All types listed in Level II</li> <li>• Incentive contracts</li> <li>• Price redetermination contracts</li> <li>• Major systems acquisition</li> <li>• Earned value management</li> <li>• Advanced project management</li> </ul>
<b>Required Training (Initial)</b>	<b>Required Training (Initial)</b>	<b>Required Training (Initial)</b>
Must complete a minimum of 20 hours of required COR training prior to certification.	Must complete a minimum of 54 hours of required COR training prior to certification.	Must complete a minimum of 66 hours of required COR training prior to certification.
Required COR Training Courses: <ul style="list-style-type: none"> <li>• EPA Basic COR Course - 8 hrs.</li> <li>• FAC 018, Green Purchasing for Civilian Acquisition - 2 hrs.</li> <li>• CLM 031, Improved Statement of Work - 4 hrs.</li> <li>• FAC 023, Basic Contracting for GSA Schedules - 4 hrs.</li> </ul>	Required COR Training Courses: <ul style="list-style-type: none"> <li>• CLC 222, COR Online Training - 32 hrs.</li> <li>• EPA Basic COR Training - 8 hrs.</li> <li>• FAC 018, Green Purchasing for Civilian Acquisition - 2 hrs.</li> <li>• CLM 031, Improved Statement of Work - 4 hrs.</li> </ul>	Required COR Training Courses: <ul style="list-style-type: none"> <li>• CLC 222, COR Online Training - 32hrs</li> <li>• EPA Basic COR Training - 8 hrs.</li> <li>• FAC 018, Green Purchasing for Civilian Acquisition - 2 hrs.</li> <li>• CLM 031, Improved Statements of Work - 4 hrs.</li> </ul>

LEVEL I	LEVEL II	LEVEL III
<ul style="list-style-type: none"> <li>• CLC 065, Suspension and Debarment - 1 hr.</li> <li>• FAC 049, Section 508: What Is It &amp; Why Is It Important - 1 hr.; <b>OR</b> Buying Accessible E&amp;IT - 508 Compliance 1.25 hrs.</li> </ul> <p>Required training is subject to change by the SPE in accordance with DAU and FAI online curriculum updates and changes. Guidance on Mandatory Training for CORs can be found at: <a href="http://oamintra.epa.gov/node/478">http://oamintra.epa.gov/node/478</a>. This is <u>no cost</u> training.</p>	<ul style="list-style-type: none"> <li>• FAC 023, Basic Contracting for GSA Schedules - 4 hrs.</li> <li>• CLC 065, Suspension and Debarment - 1 hr.</li> <li>• FAC 049, Section 508: What Is It &amp; Why Is It Important - 1 hr.; <b>OR</b> Buying Accessible E&amp;IT - 508 Compliance 1.25 hrs.</li> <li>• HBS 435, Project Management – 2 hrs.</li> </ul> <p>Required training is subject to change by the SPE in accordance with DAU and FAI online curriculum updates and changes. Guidance on Mandatory Training for CORs can be found at: <a href="http://oamintra.epa.gov/node/478">http://oamintra.epa.gov/node/478</a>. This is <u>no cost</u> training.</p>	<ul style="list-style-type: none"> <li>• FAC 049, Section 508: What Is It &amp; Why Is It Important - 1 hr.; <b>OR</b> Buying Accessible E&amp;IT - 508 Compliance 1.25 hrs.</li> <li>• HBS 435, Project Management – 2 hrs.</li> <li>• CLV 016, Introduction to Earned Value Management - 1 hr.</li> <li>• CLM 016, Cost Estimating - 8 hrs.</li> <li>• CLM 017, Risk Management – 8 hrs.</li> </ul> <p>Required training is subject to change by the SPE in accordance with DAU and FAI online curriculum updates and changes. Guidance on Mandatory Training for CORs can be found at: <a href="http://oamintra.epa.gov/node/478">http://oamintra.epa.gov/node/478</a>. This is <u>no cost</u> training.</p>
<p><b>Required Training (Continuous)</b></p>	<p><b>Required Training (Continuous)</b></p>	<p><b>Required Training (Continuous)</b></p>
<p>Must earn a minimum of 16 CLPs through COR training every 2 years to maintain certification.</p> <p>Of the required 16 CLPs:</p> <ul style="list-style-type: none"> <li>• Acquisition Specific Training – 16 hrs.</li> </ul> <p>EPA Guidance On Meeting Requirements for CLPs found at: <a href="http://oamintra.epa.gov/node/565">http://oamintra.epa.gov/node/565</a>. This is <u>no cost</u> training.</p>	<p>Must earn a minimum of 40 CLPs through COR training and activities every 2 years to maintain certification.</p> <p>Of the required 40 CLPs:</p> <ul style="list-style-type: none"> <li>• Acquisition Specific Training – 20 hrs.</li> <li>• Acquisition Related Technical Training/Activities - 20 hrs.</li> </ul> <p>EPA Guidance On Meeting Requirements for CLPs found at: <a href="http://oamintra.epa.gov/node/565">http://oamintra.epa.gov/node/565</a>. This is <u>no cost</u> training.</p>	<p>Must earn a minimum of 40 CLPs through COR training and activities every 2 years to maintain certification.</p> <p>Of the required 40 CLPs:</p> <ul style="list-style-type: none"> <li>• Acquisition Specific Training - 20 hrs.</li> <li>• Acquisition Related Technical Training/Activities - 20 hrs.</li> </ul> <p>EPA Guidance On Meeting Requirements for CLPs found at: <a href="http://oamintra.epa.gov/node/565">http://oamintra.epa.gov/node/565</a>. This is <u>no cost</u> training.</p>

OSCs who were existing CORs certified prior to October 1, 2013 were grandfathered to meet the OFPP requirements for FAC-COR Level II based on each COR’s training and current certification record in FAITAS. Based on the “Required Contract Type, Risk, & Complexity Knowledge” elements outlined in Table I of the EPAAG Subsection 1.6.5, new OSCs will need to meet the training requirements and continuous training requirements for Level II CORs in order to manage the moderate to high complexity START and ERRS contracts. An OSC that is a new COR must apply for FAC-COR through FAITAS upon completion of all training requirements and documented experience (if applicable). In accordance with FAR 1.604, CORs are technical representatives of the CO. During acquisition planning, it is up to the appointing CO, in collaboration with the program staff, to determine the appropriate FAC-COR certification level based on risk and complexity for specific contract requirements. This must be done prior to the nominated COR supervisor’s approval on the EPA Form 1900-65-Nomination of the Contracting Officer’s Representative (COR). In accordance with FAR 1.602-2, “Contracting officers are responsible for ensuring performance of all necessary actions for effective

contracting, ensuring compliance with the terms of the contract, and safeguarding the interests of the United States in its contractual relationships. In order to perform these responsibilities, contracting officers should be allowed wide latitude to exercise business judgment.”

In addition to the requirements described above for being certified as a Level II FAC-COR, OSCs must complete 40 hours of basic acquisition training, which includes the 32-hour OSC Warrant Course and an 8-hour Purchase Card Course, prior to obtaining a warrant. During each training cycle, OSCs must also complete 40 hours of continuous learning training to maintain their FAC-COR certification. As Level II Ordering Officers, OSCs should take a combination of acquisition related training and technical training to satisfy this requirement. Effective October 2, 2014, mandatory training courses that are required for recertification are provided in Table III of the EPAAG Subsection 1.6.5 and shown below:

**Mandatory Training for Recertification (Acquisition Specific Training)**

Starting October 2, 2014, this training is to be taken only once time during the COR’s next recertification cycle, regardless of end date.

<b>CLC 051 Managing Government Property in the Possession of Contractors (2 CLPs)</b> Register for this course at <a href="https://faitas.army.mil/faitas/">https://faitas.army.mil/faitas/</a> (Manage Career-Training-Search for Training-Continuous Learning Modules)
<b>FAC 018 Green Purchasing for Civilian Acquisition (2 CLPs)</b> Register for this course at <a href="https://faitas.army.mil/faitas/">https://faitas.army.mil/faitas/</a> (Manage Career-Training-Search for Training-Continuous Learning Modules)
<b>FAC 034 Interagency Acquisition Basics (1 CLP)</b> Register for this course at <a href="https://faitas.army.mil/faitas/">https://faitas.army.mil/faitas/</a> (Manage Career-Training-Search for Training-Continuous Learning Modules)
<b>CLC 104 Analyzing Profit or Fee (1 CLP)</b> Register for this course at <a href="https://faitas.army.mil/faitas/">https://faitas.army.mil/faitas/</a> (Manage Career-Training-Search for Training-Continuous Learning Modules)
<b>Buying Accessible E &amp; IT- 508 Compliance (1.25 CLPs)</b> - This training can be found on the Section508.gov website at <a href="https://www.section508.gov/">https://www.section508.gov/</a> under 508 Universe Training. <b>OR</b> <b>FAC 049: Section 508: What Is It And Why Is It Important To You? (1 CLP)</b> Register for this course at <a href="https://faitas.army.mil/faitas/">https://faitas.army.mil/faitas/</a> (Manage Career-Training-Search for Training-Continuous Learning Modules)
<b>CLC 065 Suspension and Debarment (1 CLP)</b> Register for this course at <a href="https://faitas.army.mil/faitas/">https://faitas.army.mil/faitas/</a> (Manage Career-Training-Search for Training-Continuous Learning Modules) <b>OR</b> <b>Suspension &amp; Debarment (2 CLPs):</b> View the FAI recorded Acquisition Learning Seminar Video, entitled “ALS: Suspension and Debarment” at <a href="http://www.fai.gov/drupal">http://www.fai.gov/drupal</a> (Training-Video- Suspension & Debarment). Note: You will not get a certificate from FAI for viewing the video. To receive credit for viewing of the video, you have to enter the training in the FAITAS Continuous Learning Module as “Viewing of FAI Suspension & Debarment Training Video” for 2 CLPs. The supervisor must approve the CLP request in FAITAS as verification that the video was watched. <b>Note: If you attended the FAI Suspension &amp; Debarment webcast on February 27, 2013, you have completed this training requirement.</b>
<b>CPARS Overview (2 CLPS)</b> – This training is located at <a href="http://www.cpars.gov/">http://www.cpars.gov/</a> . On the top of the page, Click on the “Training” tab; under “ <b>Instructor Led Web Online Training</b> ”; Click “ <u>more info</u> ”. <b>AND</b> <b>Quality and Narrative Writing (1.25 CLPS)</b> – This training is located at <a href="http://www.cpars.gov/">http://www.cpars.gov/</a> . On the top of the page, Click on the “Training” tab; under “ <b>Instructor Led Web Online Training</b> ”; Click “ <u>more info</u> ”.

Updates to mandatory training will be posted on the OAM training home page under FAC-COR Program at <http://oamintra.epa.gov/?q=node/18>. Future mandatory training requirements also will be disseminated by email to all current FAC-COR holders. The OSC’s

supervisor in consultation with OAM must concur/approve all acquisition-related training.

OSCs must complete the required Contracting Officer's Representative (COR) on-line courses, EPA Basic Training, and elective courses, and the OSC Warrant Course to receive their FAC-COR certification and warrant. Additionally, all OSCs must complete a one-day Purchase Card training course to qualify for a purchase card. The Purchase Card training is a one-time only training and is preferred to be completed prior to the OSC Warrant Course.

### **2.2.6 Federal Acquisition Institute Training Application System (FAITAS) and CLPs**

The Federal Acquisition Institute Training Application System is a workforce management tool. FAITAS is the avenue for all federal civilian agency Employees to electronically submit training applications, manage their career development, and track training courses. FAITAS is a government-wide system that was developed and is managed by the FAI to support agencies' requirements to maintain training records of their acquisition workforce. Detailed information and user guides related to FAITAS are available at: <http://oamintra.epa.gov/node/113>.

### **2.2.7 Training Resources**

#### Office of Acquisition Management (OAM) Training Home Page

The OAM training homepage contains information related to updates on COR training requirements, training cycles, training schedules for EPA sponsored courses, forms, etc. The OAM training homepage is accessible at: <http://oamintra.epa.gov/?q=node/18>.



## **Appendix 2-A**

### **Clean Water Act Delegation 89 (2-89)**

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# CLEAN WATER ACT

## 2-89. Removal of Discharge or Threat of Discharge

1200 TN 312  
1/19/93

1. **AUTHORITY.** Pursuant to section 311(c) of the Clean Water Act, as amended by the Oil Pollution Act of 1990 (OPA):
  - a. To remove or arrange for the removal of a discharge and to mitigate or prevent a substantial threat of a discharge;
  - b. To direct or monitor all Federal, State, and private actions;
  - c. To remove and, if necessary, destroy a vessel that is discharging or threatening to discharge;
  - d. To consult with affected trustees; and
  - e. To determine when the removal is complete.
2. **TO WHOM DELEGATED.** The authority in 1.a., 1.b., 1.c., and 1.e. is delegated to the Regional Administrators and the Assistant Administrator for Solid Waste and Emergency Response. The authority in 1.d. is delegated to the Regional Administrators and the Assistant Administrator for Solid Waste and Emergency Response, and to the Assistant Administrator for Water in those situations where EPA is coordinator of long term restoration.
3. **LIMITATIONS.**
  - a. Section 1011 of the OPA limits the authority in 1.e. to cases that involve the discharge of oil.
  - b. The authority in section 1.a. to 1.d. is to be exercised in accordance with the National Oil and Hazardous Substances Pollution Contingency Plan (NCP) and appropriate Area Contingency Plans, in order to ensure immediate and effective response.
  - c. The authority in 1.b. includes issuance of orders.
4. **REDELEGATION AUTHORITY.** This authority may be redelegated to On-Scene Coordinators.
5. **ADDITIONAL REFERENCES.**
  - a. Delegation 2-85, January 19, 1993, entitled "Administrative Orders Under Section 311(e) of the Clean Water Act."
  - b. NCP (40 CFR Part 300).

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## **Appendix 2-B**

### **CERCLA Delegation 2 (14-2)**

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# THE COMPREHENSIVE ENVIRONMENTAL RESPONSE, COMPENSATION AND LIABILITY ACT (CERCLA)

## 14-2. Response

1200 TN 531  
11/08/2001

1. **AUTHORITY.** To respond to any release or threatened release of a hazardous substance, pollutant, or contaminant, pursuant to the Comprehensive Environmental Response, Compensation and Liability Act (CERCLA), Section 104, and 40 CFR Part 300, "National Oil and Hazardous Substances Pollution Contingency Plan" (NCP).
2. **TO WHOM DELEGATED.** Assistant Administrator for Solid Waste and Emergency Response (AA/OSWER) and Regional Administrators.
3. **LIMITATIONS.**
  - a. These authorities shall be exercised subject to approved funding levels.
  - b. Regional Administrators may exercise these authorities only at sites located within their respective Regions, unless there is a memorandum of agreement that authorizes cross-boundary emergency response.
  - c. Regional Administrators may select a response action. Consultation prior to selection may be required by memorandum from the AA/OSWER.
  - d. Unless waived by memorandum, the AA/OSWER must approve the use of the consistency waiver in Section 104(c)(1)(C) of CERCLA for removal actions at sites not proposed to or final on the National Priorities List (NPL).
  - e. When the emergency waiver in Section 104(c)(1)(A) is used, Regional Administrators may approve removal actions costing up to \$6 million. Regional Administrators must seek approval from the AA/OSWER for removal actions costing more than \$6 million and requiring the emergency waiver. This limitation may be waived or modified by memorandum from the AA/OSWER.
  - f. Unless waived by memorandum, the AA/OSWER must concur prior to the initiation of a removal action at non-NPL sites where the proposed action is on the List of Nationally Significant or Precedent-Setting Removal Action categories.
4. **REDELEGATION AUTHORITY.**
  - a. The AA/OSWER may redelegate these authorities to the Office Director level, or equivalent, and no further.
  - b. Regional Administrators may redelegate these authorities to the Branch Chief level, or equivalent, and no further.
  - c. Regional Administrators may redelegate to designated On-Scene Coordinators (OSCs) the authority to determine the need for emergency response and to approve and initiate removal actions costing up to \$250,000 where site conditions constitute an emergency and up to \$50,000 where site conditions do not constitute an emergency.
5. **ADDITIONAL REFERENCES.**
  - a. CERCLA, Sections 101(23), 101(24), 105, 113, 116, 117, 118, 120, 121, and 126(b).
  - b. 40 CFR 35, Subpart O, "Cooperative Agreements and Superfund State Contracts for Superfund Response Actions."
  - c. EPA Delegation 14-1, *Superfund State Contracts and Cooperative Agreements*.
  - d. EPA Delegation 14-17, *National Priorities List*.
  - e. EPA Delegation 14-22, *Response Action Administrative Record*.
  - f. EPA Delegation 14-30, *Acquisition of Property*.
  - g. Limited Contracting Officer Warrant Authority issued to designated OSCs.
  - h. "Use of Non-Time-Critical Removal Authority in Superfund Response Actions," OSWER Directive 9360.0-40P, February 14, 2000, specifying the Director, Office of Emergency and Remedial Response/OSWER will consult with the Director, Office of Site Remediation Enforcement/OECA prior to concurring on any engineering evaluation/cost analysis approval memorandum for a Fund-lead action that could exceed \$6 million.
  - i. All other directives, policy, and guidance issued by OSWER and OECA pertaining to response and consultation requirements.

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# **Appendix 2-C**

## **Requisition**

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# REQUISITION

PROCUREMENT REQUEST NO.

P

REQUISITION DATE

1. NAME, PHONE NUMBER, AND ROUTING SYMBOL OF PERSON TO CONTACT

3. ORIGINATING OFFICE DATA

4. ADDITIONAL INFORMATION (Suggested supply sources, security data, etc.)

2. TYPE OF REQUEST (Check one)

A.  NEW REQUEST

B.  CHANGE TO PENDING PR NO. \_\_\_\_\_

C.  MODIFICATION TO CONTRACT OR ORDER NO. \_\_\_\_\_

5. APPROVALS

6. CONSIGNEE AND DESTINATION

APPROVING OFFICIALS (A)	ROUTING SYMBOL (B)	DATE (C)	INTERNAL ROUTING	
			INITIALS (D)	ROUTING SYMBOL (E)
(1) AUTHORIZED REQUISITIONER				
(2)				
(3)				
(4)				

7. DATE(S) REQUIRED

8. GOVERNMENT FURNISHED PROPERTY

YES  NO (If "yes," see par. 8 of instructions on next page.)

9. DESCRIPTION OF ITEMS OR SERVICES

ITEM NO. (A)	ITEM OR SERVICE (Include Specifications and Special Instructions) (B)	QUANTITY (C)	UNIT (D)	ESTIMATED COST	
				UNIT (E)	AMOUNT (F)
		8			
				TOTAL ESTIMATED COST	
				4	

10. ACCOUNTING DATA

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## **Appendix 2-D**

### **EPA Form 1900-65B**



**APPENDIX B**



**NOMINATION OF THE CONTRACTING OFFICER'S REPRESENTATIVE (COR)**

This form is submitted by the COR nominee’s supervisor to the cognizant contracting officer (CO) within the Office of Acquisition Management or Regional Contracting Office. The CO will send a signed copy of this form back to the nominating supervisor with approval or deny approval with reason. If approved, the CO will respond to this nomination, in writing, to both the COR nominee and the COR nominee’s supervisor with a COR Appointment Memorandum. For additional information on the requirements for being a COR. Reference EPAAG 1.6.5 - Contracting Officer’s Representatives Three-Tiered Program Policy.

1a. Name of Nominee	b. Title, Series, and Grade
c. Mailing Address: Mail Code: Street Address: City, State & Zip Code:	d. Organization/Office:
	e. Phone Number:
	f. E-mail Address

2. This COR nomination is for FAC-COR Level (Check appropriate block):

COR Type	FAC-COR Level I	FAC-COR Level II	FAC-COR Level III
Contract Level COR			
Delivery Order COR			
Work Assignment COR			
Task Order COR			
IA COR			
Simplified Acquisition COR			
Foreign Contract COR			
Alternate COR			
Other (Specify): _____			

3. Certification and Experience

a. **Certification:** Current FAC-COR certification level \_\_\_\_\_ certificate attached (Y/N) \_\_\_\_\_

b. **Current CL Achievement Certificate** (if applicable): Valid to \_\_\_\_\_ attached (Y/N) \_\_\_\_\_

4. Contract Number:

5. I find that the nominee is technically proficient and is certified at the appropriate FAC-COR Level for this nomination. I affirm that, if appointed, the COR will be provided sufficient time to execute the duties of a COR and to maintain certification through completion of required CLPs for the appropriate FAC-COR Level. I certify, if the COR nominee is appointed, that the PARs agreement for the COR nominee includes applicable language related to COR duties and responsibilities. I will notify the CO immediately if there is a need to change the appointed COR and nominate a replacement COR for the contract(s).

5a. Name of Nominee's Immediate Supervisor	5b. Signature of Nominee's Immediate Supervisor
	5c. Date
	5d. Phone Number

6. I understand that my appointment as a COR is dependent on adequately performing my COR duties, following ethical standards of conduct for employees of the Executive Branch, and maintaining certification as prescribed in this policy. If any of these conditions are not met, I may be removed as the COR from this contract(s). I cannot redelegate my COR duties. In the event that I am unable to continue performing my COR duties, I will contact my supervisor and the contracting officer immediately. If applicable: I have filed the Office of Government Ethics Form 450, Confidential Financial Report, with the cognizant deputy Ethics official.

6a. Signature of Nominee	6b. Date
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**Contracting Officer’s Use Only**

I approve of the above nominated COR for FAC-COR level \_\_\_\_.

I deny approval of the above nominated COR for FAC-COR level \_\_\_\_ . Reason: \_\_\_\_\_

Contracting Officer Name (Print): \_\_\_\_\_ Signature: \_\_\_\_\_ Date: \_\_\_\_\_

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**Appendix 2-E**  
**COR Delegation Memorandum**

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## APPENDIX H

### CONTRACTING OFFICER'S REPRESENTATIVE (COR) APPOINTMENT MEMORANDUM *Tailor to each contract and appointment*

Date: [Print date here]

To: [Print name of COR here]

From: [Print name of CO here]

Subject: CONTRACTING OFFICER'S REPRESENTATIVE (COR) APPOINTMENT  
[Specify FAC-COR level], [Specify type of COR as designated on the 1900-65] for  
[insert contract number and if applicable :the Delivery order #, Task Order #, Work  
Assignment #, Purchase order #, GSA Schedule # etc.)].

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You are hereby delegated authority to act as a [specify FAC-COR level], [Insert COR type from 1900-65] Contracting Officer's Representative (COR) for [specify Contract # \_\_\_\_\_] ( and if applicable: the Delivery order #, Task Order #, Work Assignment #, Purchase order #, GSA Schedule # etc) entitled " \_\_\_\_\_ " ]. As such your duties are to assist the Contracting Officer (CO) in the monitoring and oversight of the technical and programmatic aspect of this contract through performance and closeout. This delegation may not be changed unless written authorization is given by the Contracting officer. As a COR you may be personally liable for unauthorized acts or commitments. "Unauthorized commitment," as used in this section, means an agreement that is not binding solely because the Government representative who made it lacked the authority to enter into that agreement on behalf of the Government. As the COR, you must represent the CO within the scope of the following authority, responsibilities, and limitations:

#### AUTHORITY:

As COR, you have the authority to:

- 1. Perform surveillance of the contract work and conduct inspections that are necessary to assure compliance with the contract terms and conditions. Resolve day-to-day matters within the scope of your authority.
- 2. Perform inspection(s) necessary for the acceptance of deliverables (including contract line items numbers (CLINs) and as stated in the contract and to require the contractor to correct any deficiencies.
- 3. Assist the contractor in interpreting the contract specifications or technical requirements provided that any interpretation or clarification that he COR provides is within the limitations prescribed late in this delegation
- 4. Certify invoices for payment.

RESPONSIBILITIES:

As COR, you have the following responsibilities as checked:

- 1. Be familiar with and understand contract requirements (SOW, specification, CLINs and work-break-down structure) and implications of contractor performance in relation to the contract requirements.
- 2. Assist the CO in developing a contract management plan, finalizing it with the contractor and executing it.
- 3. Establish a technical performance review program for evaluation of the contractor's work in accordance with the contract terms, conditions, and specifications.
- 4. Be familiar with appropriate sections of the FAR, EPAAR and other Agency guidelines and provide insights to the CO on technical requirements and issues.
- 5. Maintain a complete working file of all correspondence (or data), including but not limited to invoices initiated or received by you in connection with subject contract.
- 6. Serve as a member of the negotiation team (as a consultant to the CO) during negotiations by reviewing and evaluating the technical aspects of Contractor proposals and furnishing evaluation comments and recommendations to the CO.
- 7. Monitor the contractor's performance of the technical requirements of the contract and notify the CO in writing of any indication that the terms of the contract are not being met.
- 8. Inspect contract deliverables for conformance to the contract specifications and accept or reject them.
- 9. Maintain direct communications with the contractor and the CO. Serve as the liaison through which the contractor can relay questions and problems of a technical nature to the CO. Meet with the contractor or its designated representative on a periodic basis to keep the lines of communication open.
- 10. Draft technical portions of CO letters to the contractor as requested by the CO.
- 11. Advise the CO on contractual matters of a technical nature.
- 12. Recommend needed change order to the CO when in the best interest of the government including Engineering Change Proposals (ECPs) and Value Engineering Change Proposals (VECPs).
- 13. Inform the CO as to the status and progress of performance under the contract and alert the CO to any potential or existing problems.
- 14. Monitor the contractor's use of key personnel and notify the CO of any changes in key personnel proposed by the contractor.

- 15. Review the qualifications of proposed subcontractors and the appropriateness of subcontracting work and make recommendations to the CO regarding consent to the placement of subcontractors.
- 16. Practice claims avoidance, halting unspecified accelerated production and/or directions of other government employees.
- 17. Perform timely approval of invoices to ensure Prompt Payment of those invoices
- 18. Evaluate all payment requests (e.g. advance , progress, etc...) based on costs/price incurred and actual work accomplished during invoice certification
- 19. Promptly notify the CO when absence, (e.g. on leave, emergency, etc...) and Alternate COR is not available to ensure prompt payment of invoices
- 20. Input, retrieve and analyze past performance evaluation report into the Contractor Performance Assessment Reporting System (CPARS) or as otherwise requested by the CO.
- 21. Review all contractor-furnished reports, including monthly progress reports and earned value management reports when appropriate.
- 22. Submit reports, such as the Quality Assurance Surveillance Report, the CO requires to perform their duties.
- 23. Ensure that EIT products or services, produced, or delivered by contractors or consultants meet applicable Section 508 accessibility standards or notify the CO when they are not in compliance before acceptance.
- 24. Ensure appropriate confidentiality of contractor submissions bearing proprietary markings.
- 25. Coordinate with the CO to ensure support contractors have signed nondisclosure forms.
- 26. Ensure administration of government-furnished property
- 27. Furnish the CO requests for waivers (whether generated by government or contractor personnel) along with supporting paperwork.
- 28. Monitor the contractor's compliance with safety and security requirements.
- 29. Conduct business with industry, in accordance with EPA Oder 1900.1A Interacting with Contractors and the EPA Vendor Communication Plan.
- 30. Maintain a professional relationship with the contractor at all times.
- 31. Ensure contractor completion of yearly security awareness training.
- 32. Provide the CO a copy of all technical correspondence with the contractor.
- 33. For WA/TO/DO CORs, maintain copies of all deliverables received under the tasking document. This file is considered a segment of the official contract file and should be forwarded to the CO/CS at the final closeout of the contract.

- 34. Obtain and maintain a listing of employees who will be working at the site. The list is to be kept current by assuring that employees are added and deleted from the list as appropriate. This is important to the security of the facility and your list may be used as a basis for background checks by the security office in the relevant location. A copy of this list must be provided to the security office at least quarterly, and at any time a contractor employee is added or deleted from the list.
- 35. Complete mandatory training required for the appointed COR level. FAC-COR certifications are valid for two years from the date of FAITAS certification.
- 36. Seek guidance from the CO for specific situations not covered in this
- 37. Report any observed fraud, waste or inefficiencies to the CO.
- 38. Report through normal administrative channels to Agency Inspector General (IG) and to the CO, any evidence of prime or subcontractor kickback, attempt to bribe, or other fraudulent behavior.

LIMITATIONS:

As COR, you may not:

- 1. Make or give the appearance of being able to make contractual commitments outside the scope of the contract or execute or agree to modifications or take actions that would commit the Government to a change in contract price, quality, quantity, or delivery schedule.
- 2. Sign any changes or modifications to contracts and/or task order /delivery order(s).
- 3. Make determinations regarding issues of Contractor liability that may arise during contract performance. Such issues should be referred to the Contracting Officer.
- 4. Authorize the purchase or lease of Government-Furnished property.
- 5. Conduct negotiations or bind the Government by making any written or oral agreements with the contractor.
- 6. Directly or indirectly change the following:
  - Pricing , cost or fee;
  - Scope of the contract ore work assignment
  - Delivery schedule or period of performance;
  - Labor mix or level of effort; or any other terms/conditions of the contract or work assignment
- 7. Take part in a labor controversy or dispute involving the Contractor or its employees.
- 8. Direct the Contractor on how to perform the work.
- 9. Issue stop-work orders.

[Insert COR's Name, FAC-COR Level], [Insert the type of COR and contract number from 1900-65]

- 10. Supervise Contractor employees implicitly or explicitly which could constitute personal services.
- 11. Engage in conduct prejudicial to the Government.
- 12. Use public office for gain.
- 13. Impede Government efficiency or economy.
- 14. Lose independence or impartiality.
- 15. Make a Government decision outside official channels.
- 16. Affect adversely the public's confidence in the Government.

Note: The CO may add other duties not covered above here.

ACKNOWLEDGMENT STATEMENT

Please acknowledge receipt and acceptance of this appointment by signing and returning the attached sheet to the CO. Your appointment as the COR under the above numbered contract is terminated upon receipt of a written notice of termination from the appointing CO, the CO's successor, or a higher level of authority, or upon completion of the contract.

The duties and responsibilities set forth herein are not intended to be all-inclusive. As COR, you are required to consult with the CO when there are questions related to your authority. You are not authorized to redelegate your authority. If you have any questions concerning your role as COR, please contact the CO at [insert phone #/ email address].

I understand and accept my appointment as a [specify FAC-COR level], [Insert COR type from 1900-65] Contracting Officer's Representative (COR) for [specify Contract # \_\_\_\_\_] ( and if applicable: the Delivery order #, Task Order #, Work Assignment #, Purchase order #, GSA Schedule # etc) entitled "[\_\_\_\_\_]" ], as outlined in your letter to me dated [insert date of COR memorandum].

\_\_\_\_\_  
Signature of COR

\_\_\_\_\_  
Signature of COR Supervisor

\_\_\_\_\_  
Print Name of COR

\_\_\_\_\_  
Print Name of COR Supervisor

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature of Appointing CO

\_\_\_\_\_  
Date

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## **Appendix 2-F**

# **Environmental Protection Agency Acquisition Guide (EPAAG) Subsection 1.6.5 – Contracting Officer’s Representatives Three-Tiered Program (March 2015)**

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## **Subsection 1.6.5 - Contracting Officer's Representatives Three-Tiered Program (March 2015)**

This subsection supersedes Interim Policy Notice (IPN) 13-03 - EPA Federal Acquisition Certification for Contracting Officer's Representatives (FAC-COR) Three-Tiered Program, October 1, 2013.

### **1.6.5.1 Purpose.**

This policy establishes the processes and procedures governing Environmental Protection Agency (EPA) Contracting Officer's Representatives (COR) three-tiered program. This program establishes a three-tiered, risk-based certification and appointment of COR program. The term Contracting Officer's Technical Representatives (COTRs) is changed to "COR" to align with the FAR, which now incorporates a definition for "Contracting Officer's Representative" and includes designation of a COR as part of a CO's responsibilities (See FAR 1.602-2 "Responsibilities" and 2.101, "Definitions").

### **1.6.5.2 Background.**

As the President and Congress are focusing on performance outcomes, agencies must ensure their acquisition workforce (AWF) is capable of effectively overseeing and managing contracts, and ensuring contractors perform in accordance with contractual requirements and take corrective action when performance is not acceptable. The Office of Management and Budget (OMB) and Government Accountability Office (GAO) issued policy memorandums and reports to assist agencies in focusing on these issues, such as OMB's memoranda on "The Federal Acquisition Certification for Contracting Officer Technical Representatives" (Nov 26, 2007) and "Improving Government Acquisition" (Jul 29, 2009), and GAO's report titled "Extent of Federal Spending under Cost-Reimbursement Contracts Unclear and Key Controls Not Always Used" (Sep, 2009). Additionally, the Duncan-Hunter National Defense Authorization Act for FY2009 - Use of Cost Reimbursable Contracts (enacted Oct 14, 2008) aligns with the President's goal of reducing high risk contracting and calls for designating properly trained Contracting Officer's Representatives, if contemplating use of cost reimbursement contracts.

To be sure that CORs are trained and developed appropriately to meet this increasing requirement, the Office of Federal Procurement Policy (OFPP) issued a memorandum on September 6, 2011, entitled "Revisions to the Federal Acquisition Certification for Contracting Officer's Representatives (FAC-COR)" which replaced OFPP memorandum entitled "Federal Acquisition Certification for Contracting Officer Technical Representatives (FAC-COTR)" issued on November 26, 2007. As stated in the OFPP memorandum "strengthening the acquisition workforce is critical to ensuring that the government gets the best value for the more than \$500 billion of goods and services it procures annually." EPA shares this belief.

CORs ensure that contractors meet the terms and conditions of their contracts, are often the first to recognize when a program or contract is under performing, and are increasingly being asked to manage complex, high-value contracts that involve varying degrees of risk. Where previously

there was just one level of certification for all CORs, the new three-tiered program established three levels (Level I, Level II, and Level III) of certification with varying requirements for training, experience, and continuous learning, depending on the types of contracts and risk being managed. In addition, the program was designed to strengthen the AWF by improving program outcomes consistent with the President's March 2009 Memorandum on Government Contracting, which reflects the need to improve the management of high-risk contracts.

The new three-tiered program requirements were effective January 1, 2012, and Agencies were directed to develop guidance to ensure their CORs were appropriately trained and certified. The guidance also stated that current CORs shall be grandfathered in as Level II CORs in lieu of Agency undeveloped policy. On January 1, 2012, the EPA grandfathered all current FAC-COR certified holders as Level II and required new requests for FAC-COR certification to be at Level II during the transition to the EPA three-tiered FAC-COR program policy which was effective October 1, 2013 under Interim Policy Notice (IPN) 13-03.

As set forth in the OFPP Memorandum dated September 6, 2011, the Agency may prescribe additional training requirements above the requirements set forth in the OFPP Memorandum, as necessary, to support mission requirements, federal statutes, OMB requirements, GAO requirements, Office of the Inspector General (OIG) findings, and OAM contact audit and review findings. The Agency FAC-COR certification consists of competency-based core training, other Agency-specific prescribed training, and experience (if applicable) for issuance of an initial certification and recertification.

### **1.6.5.3 Authority/Applicability.**

(a) *Authority.* This policy is issued pursuant to the Office of Federal Procurement Policy Act, 41 U.S.C § 1101 et. seq., OFPP Policy Letter 05-01, "*Developing and Managing the Acquisition Workforce*," April 15, 2005, which established a requirement for federal acquisition certification programs, and OFPP Memorandum, "Revisions to the Federal Acquisition Certification for Contracting Officer's Representatives (FAC-COR)," dated September 6, 2011, which establishes a three- tiered program. The following authorities apply to the EPA's three-tiered COR program:

- (1) Office of Federal Procurement Policy (OFPP) Act, 41 U.S.C § 1101 et. seq
- (2) Services Acquisition Reform Act of 2003, Public Law 108-136
- (3) OFPP Policy Letter 05-01, "Developing and Managing the Acquisition Workforce," paragraph 8(c) (April 15, 2005)
- (4) OFPP Memorandum, "The Federal Acquisition Certification for Contracting Officer Technical Representatives," dated November 26, 2007
- (5) OFPP Memorandum, "Revisions to the Federal Acquisition Certification for Contracting Officer's Representatives (FAC-COR)," dated September 6, 2011

(6) OFPP Memorandum, “Increasing Efficiencies in the Training, Development, and Management of the Acquisition Workforce,” dated September 3, 2013

(b) *Governance.*

(1) The Senior Procurement Executive (SPE) is responsible for management direction on acquisitions, procurement systems, and the acquisition workforce – including the implementation of acquisition policies, regulations, and standards. Additionally, the SPE is responsible for identifying the members of the Agency’s acquisition workforce, defining training needs, and developing and maintaining an acquisition career management program to ensure the development of a competent, professional workforce to support the accomplishment of the Agency’s mission.

(2) The Acquisition Career Manager (ACM), also known as the Agency Certification Manager, is a Federal employee in the OAM. The ACM is officially appointed in writing by the EPA SPE with the responsibility for strategic acquisition human capital management; and management of the Agency’s acquisition workforce training, career development, and certification programs in accordance with the requirements of the OFPP Policy Letter 05-01. As the Agency Certification Manager, the ACM approves/disapproves all COR certification requests. Under unforeseen emergency circumstances (e.g., natural disasters, environmental emergencies), the ACM makes recommendations to the SPE for approval/disapproval for deferment of COR training.

(c) *Applicability.* This policy is applicable to FAC-COR certifications and appointment of employees as a COR. An employee and his/her supervisor may request FAC-COR certification and/or maintenance of FAC-COR certification even if the employee is not currently appointed, by a CO, as a COR for a particular contract(s) at the time of certification.

#### **1.6.5.4 Definitions.**

(a) *Definitions.*

Acquisition Career Manager (ACM) - also known as the Agency Certification Manager (ACM) is a Federal employee of OAM who is formally appointed by the SPE with the responsibility for strategic acquisition human capital management; and management of the Agency’s acquisition workforce training, career development, and certification programs in accordance with the requirements of the OFPP [Policy Letter 05-01, \*Developing and Managing the Acquisition Workforce\*](#) (April 15, 2005). As the Agency Certification Manager, the ACM approve/disapprove all COR certification requests. Under unforeseen emergency circumstances, i.e. natural disasters, environmental emergencies circumstances, makes recommendation to the SPE for approval/disapproval for deferment of COR training.

Acquisition Related Technical Training/Activities - is defined as professional development training/activities required to support a COR’s technical knowledge in their career field to enhance technical performance of their COR duties and responsibilities. Professional development includes formal training courses; participating in professional organizations events (conferences, training, seminars, and workshops); serving in professional association leadership

roles; publishing articles related to acquisition in the technical specialty; participating in experiential activities, for example: participation in Technical Evaluation Panels (TEP) - Maximum 20 points per year. The number of continuous learning points (CLPs) for these types of training/activities may be granted not to exceed the number of CLPs as stated in this policy's guidance. CORs and supervisors should also seek the advice of the ACM in the assignment of CLP values for activities not listed.

Acquisition Specific Training - is defined as structured educational and training experiences, activities and events that serves to enhance the COR competencies skills for performance outcomes to improve the effectiveness of the Agency contracting pre-ward and post- award phases. These phases include acquisition planning, market research, defining requirements, pre-award contract communications, proposal evaluations, contract negotiation, inspection and delivery, contact quality assurance and evaluation, contract administration, contract close-out, contract reporting, and project management. This includes all mandatory training for access to and recertification on the EPA's Acquisition System (EAS).

Acquisition Training Support (ATS) Database - is also known as EPA ATS Lotus Notes database, and is the legacy system for documenting FAC-COR training and certification status. This system was used to retrieve OAM training transcripts only, and is no longer used as the official system of record for documenting Federal Acquisition Certification Programs' training and certifications. FAITAS is the EPA's official system of record for FAC Programs' certification and recertification.

Acquisition Workforce (AWF) - the Agency AWF includes:

- a. All positions in the general schedule contracting series (GS-1102);
- b. Positions in the Accounting series (GS-510) and Auditing series ( GS-511) that involves acquisition functions such as cost and pricing review/negotiation, investigating the financial responsibility of offerers, auditing contractor invoices, and reviewing contractor accounting and cost estimating systems and records;
- c. All COs regardless of general schedule series with authority to obligate funds above the micro-purchase threshold;
- d. All positions in the general schedule purchasing series (GS-1105);
- e. All CORs;
- f. Program and project managers (P/PMs) as identified by the Agency's Chief Acquisition Officer or SPE. (for example managers of major and minor IT investment programs); and
- g. All other managers as designated by SPE.

Bureau Certification Manager (BCM) – is a member of the OAM Acquisition Training team who reviews FAC-COR certification requests and recommends approval/disapproval to the ACM in FAITAS.

Bureau Continuous Learning Manager (BLCM) - is a member of the OAM Acquisition Training team who reviews CLPs and approves the CL Achievement Request for recertification in FAITAS Continuous Learning Module (CLM).

Chief Acquisition Officer (CAO) - The Administrator of EPA delegates contracting authority to the EPA's Chief Acquisition Officer (AA for OARM), who delegates this authority to the EPA SPE (Director of OAM). Additionally, the CAO is responsible for identifying the members of the Agency's acquisition workforce and developing and maintaining an acquisition career management program to ensure the development of a competent, professional workforce to support the accomplishment of the Agency's mission. The CAO has delegated these authorities to the SPE.

Chief Acquisition Officers Council (CAOC) - is the Council is established pursuant to Section 16 of the Office of Federal Procurement Policy Act, as amended, 41 USC 403, et seq. The Council consists of a diverse group of acquisition professionals in the Executive Branch established to provide a senior level forum for monitoring and improving the federal acquisition system. The Council promotes effective business practices that ensure the timely delivery of best value products and services to the agencies, achieve public policy objectives, and further integrity, fairness, competition, and openness in the federal acquisition system. The Council works closely with the Administrator, Office of Federal Procurement Policy, and the Federal Acquisition Regulatory Council to promote these business practices in the acquisition system.

Continuous Learning Points (CLPs) - are points awarded for successful completion of continuous learning training/activities/events. One CLP generally equates to one classroom hour and varies for other learning activities.

Contracts Management Manual (CMM) – is the previous Agency manual the governed contract management functions. The CMM was replaced by the EPA Acquisition Guide (EPAAG).

Contracting Officer (CO) - a person with the authority to enter into, administer, and/or terminate contracts and make related determinations and findings. The CO is a warranted Federal employee expressively designated in writing to perform as a CO within authorized warrant authorities. Contracting officers are responsible for ensuring performance of all necessary actions for effective contracting, ensuring compliance with the terms of the contract, and safeguarding the interests of the United States in its contractual relationships. In order to perform these responsibilities, contracting officers should be allowed wide latitude to exercise business judgment. The SPE has delegated acquisition authority to exercise management and oversight responsibilities for the acquisition system to the Agency's contracting officers.

Contracting Officer's Representative (COR) - CORs are technical representatives of the CO. A COR is a Federal employee nominated by a supervisor and appointed in writing by the CO to assist in the technical monitoring or administration of a contract. These functions may include ensuring that contractor deliveries or performance meets the standards set forth in the contract, ensuring the contractor meets the technical requirements under contract terms by the delivery date(s) and/or within the period of performance, and ensuring that the contractor performs within the price or estimated cost stated in the contract. The COR is not authorized to perform any function that results in a change in the scope, price, terms or conditions of the contract. The Agency has three levels of CORs that are described in 1.6.5.10(a) of this policy.

Contractor Performance Assessment Reporting System (CPARS) - is a web-enabled application that collects contractor Past Performance Information (PPI) as required by FAR Part 42 and EPA Acquisition Regulation (EPAAR) 1542 for award actions valued over the simplified acquisition threshold. The CPARS module captures the Agency's assessment for past performance on contracts for systems, services, IT, and operations support (the CO and COR assess, the system just retains the report). CPARS also contains separate modules for assessing architect-engineer (A&E) services and construction.

EPA's Acquisition System (EAS) - is EPA's official electronic contract writing system. EAS provides an efficient acquisition system that interfaces with the Integrated Acquisition Environment (IAE), to reduce operating costs and increase the quality of service provided by the EPA acquisition community. EAS is an integral part of moving the Agency to a paperless acquisition process.

EPA Acquisition Regulation (EPAAR) - is the Agency acquisition regulation that supplements the Federal Acquisition Regulation which has the full effect of the law.

Federal Acquisition Certification (FAC) - are common certification programs that generally reflect a government-wide standard for education, training, and experience leading to the fulfillment of core competencies to promote the development of core acquisition competencies government-wide and to facilitate employee mobility.

FAC in Contracting (FAC-C) Program – is a certification program that focuses on training, experience, and continuous learning activity requirements for professionals that procure and manage goods and services for the agency in the procurement process.

FAC for Contracting Officer's Representatives (FAC-COR) – is a program that focuses on training, experience, and continuous learning requirements for FAC-COR certification with final approval by the Acquisition Career Manager. The FAC-COR certification is part of the requirements for an employee to be eligible for nomination by a supervisor and appointment in writing by a CO to perform the duties and responsibilities as a COR on an active contract(s). Note: An employee and his/her supervisor may request FAC-COR certification and/or maintenance of FAC-COR certification even if the employee is not currently appointed, by a CO, as a COR for a particular contract (s) at the time of certification.

FAC for Program/Project Managers (FAC P/PM) Program – is a certification program that focuses on training, experience, and continuous learning activity requirements for professionals that manage the acquisition life cycle of major and non-major capital investment programs and projects.

Federal Acquisition Institute (FAI) - established in 1976 under the Office of Federal Procurement Policy Act, FAI is charged with fostering and promoting the development of a federal acquisition workforce. FAI facilitates and promotes career development and strategic human capital management for the acquisition workforce.

Federal Acquisition Institute Training Application System (FAITAS) - pursuant to 41 U.S.C. §1704(e), FAITAS is the system for all federal civilian Agency employees to electronically submit training applications, certification requests, continuous learning request/achievement, and manage their career development. Per OFPP Policy Letter 05-01, in FY 2011 FAITAS replaced the Acquisition Career Management Information System (ACMIS) as the system for all civilian agencies to maintain and manage consistent Agencywide data on the Agency's acquisition workforce. FAITAS is the official system of record used by EPA to manage all FAC program certifications, training, continuous learning requests/achievements, and individual development plans.

Federal Acquisition Regulation (FAR) – is the primary document that governs the process by which Federal agencies acquire goods and services. Specifically, the FAR:

- a. Establishes uniform policies and procedures for acquisition of supplies and services.
- b. Has the force and effect of the law which allows agencies to implement strategies governing contracting.
- c. In addition, agencies have the ability to supplement the FAR to establish regulatory requirements to address the agency's unique requirements. EPA's supplemental guide is the EPA Acquisition Regulations (EPAAR) which has the full effect of the law.

Functional Advisory Board (FAB) – is an OFPP multi-agency advisory board established to improve the FAC-COR program and make recommendations to more effectively manage the COR workforce.

Government Accountability Office (GAO) - is an independent, nonpartisan agency that works for Congress. It is part of the legislative branch of the United States government. Often called the "congressional watchdog," GAO investigates how the federal government spends taxpayer dollars. GAO advises Congress and the heads of executive agencies about ways to make government more efficient, effective, ethical, equitable and responsive. Its work leads to laws and acts that improve government operations, saving the government and taxpayers billions of dollars.

Head of Contracting Activity (HCA) - is the official who has overall responsibility for managing the contracting activity. The HCA also has the overall responsibility for managing the CO Warrant Program. The OAM Director is the HCA for EPA.

Inherently Governmental Function - is a function that is so intimately related to the public interest as to mandate performance by Government employees. This definition is a policy determination, not a legal determination. An inherently governmental function includes activities that require either the exercise of discretion in applying Government authority, or the making of value judgments in making decisions for the Government. Governmental functions normally fall into two categories: the act of governing, i.e., the discretionary exercise of Government authority, and monetary transactions and entitlements. For more information, see the full definition of inherently governmental function at FAR 2.101.

Office of Acquisition Management (OAM) - is the EPA organization with the primary purpose to provide functional direction and control of all processes and operations governing the EPA's

acquisition programs. OAM is responsible for all contracting and related activities to fulfill the Agency's mission to protect and safeguard the environment through its business relationships.

Office of Management and Budget (OMB) - is the office that serves as the implementation and enforcement arm of Presidential policy government-wide. Its core mission is to serve the President of the United States in implementing his vision across the Executive Branch. OMB is the largest component of the Executive Office of the President. It reports directly to the President and helps a wide range of executive departments and agencies across the Federal Government to implement the commitments and priorities of the President.

Office of Federal Procurement Policy (OFPP) - is part of OMB and plays a central role in shaping the policies and practices federal agencies use to acquire the goods and services they need to carry out their responsibilities. It was established by Congress in 1974 to provide overall direction for government-wide procurement policies, regulations and procedures and to promote economy, efficiency, and effectiveness in acquisition processes.

On-Scene Coordinator (OSC) - is a pre-designated Federal official who oversees response activities at oil spills and hazardous substance releases. The OSC ensures that the response is appropriate and timely, while minimizing environmental damage and protecting public health. When appointed as a COR, an OSC must comply with all required certification training and recertification requirements as stated in this policy. Some OSCs may also serve as a warranted CO and be granted limited purchasing authority as a CO for individual contract actions.

Project Management - is the management of specific investment related work that has defined goals, objectives, requirements, lifecycle costs, and a beginning and an end that delivers a specific product, service or result. A project is unique in that it is not a routine operation, but a specific set of operations designed to accomplish a singular goal.

Program Management - is a group of related work efforts, including projects, managed in a coordinated way. Programs typically include elements of ongoing work.

Ratification - is the act of approving an unauthorized commitment by an official who has the authority to do so.

Remedial Project Manager (RPM) - is the EPA Official responsible for overseeing cleanup actions at a site. When appointed as a COR, a RPM must comply with all required certification training and recertification requirements as stated in this policy. RPMs may perform duties as a Task Order COR or Work Assignment COR for a specific contract vehicle as delegated by the CO appointment letter.

Senior Procurement Executive (SPE) – is responsible for management direction on acquisitions, procurement systems, and the acquisition workforce – including the implementation of acquisition policies, regulations, and standards. Additionally, the SPE is responsible for identifying the members of the Agency's acquisition workforce, defining training needs, and developing and maintaining an acquisition career management program to ensure the

development of a competent, professional workforce to support the accomplishment of the Agency's mission.

Unauthorized Commitment - is an agreement that is not binding solely because the Government representative who made it lacked the authority to enter into that agreement on behalf of the Government.

*(b) Acronyms.*

ACM	Acquisition Career Manager/Agency Certification Manager
ACMIS	Acquisition Career Management Information System
AKA	Also Known As
APTSC	Acquisition Policy and Training Service Center
ATS	Acquisition Training Support Database
AWF	Acquisition Workforce
BCM	Bureau Certification Manager
BLCM	Bureau Continuous Learning Manager
CAO	Chief Acquisition Officer
CAOC	Chief Acquisition Officers Council
CLPs	Continuous Learning Points
CMM	Contracts Management Manual
CO	Contracting Officer
COR	Contracting Officer's Representative
COTR	Contracting Officer's Technical Representatives
CPARS	Contractor Performance Assessment Reporting System
CPIC	Capital Planning Investment Control
DAWIA	Defense Acquisition Workforce Improvement Act
EAS	EPA Acquisition System
EPA	Environmental Protection Agency
EPAAG	EPA Acquisition Guide
EPAAR	EPA Acquisition Regulation
FAB	Functional Advisory Board
FAC	Federal Acquisition Certification
FAC-C	Federal Acquisition Certification in Contracting
FAC-COR	Federal Acquisition Certification for Contracting Officer's Representatives
FAC-COTR	Federal Acquisition Certification for Contracting Officer's Technical Representatives
FAC-P/PM	Federal Acquisition Certification for Program and Project Managers
FAI	Federal Acquisition Institute
FAITAS	Federal Acquisition Institute Training Application System
FAR	Federal Acquisition Regulation
GAO	Government Accountability Office
GWACs	Government-wide Acquisition Contracts
GSA	General Services Administration
HCA	Head of Contracting Activity
MACs	Multi-Agency Contracts
MAS	Multiple Award Schedules
OAM	Office of Acquisition Management

OFPP	Office of Federal Procurement Policy
OIG	Office of the Inspector General
OMB	Office of Management and Budget
OSC	On-Scene Coordinator
PO	Project Officer
P/PM	Program /Project Managers
PTOD	Policy and Training Oversight Division
RPM	Remedial Project Manager
SPE	Senior Procurement Executive

### 1.6.5.5 Policy.

(a) The CO shall appoint a certified COR on all contracts, purchase orders, work assignments, and delivery/task orders greater than the simplified acquisition threshold. The CO shall appoint a certified COR for actions at or below the simplified acquisition threshold that are considered to be “high-risk” (i.e., when the contract type of the action is other than firm-fixed-price, or when the CO determines the complexity of the contract action requires a certified COR be appointed). COR appointments are required for all architect-engineer (A&E) service contracts, construction contracts, and contracts performed outside the United States. Appointment of a COR is generally not necessary when oversight duties are limited to verifying the quantity and quality of delivered items. The certification level of the COR will be commensurate with the contract size, duration, value, contract type, risk, and complexity as described below in Section 1.6.5.10 General FAC-COR Certification Framework.

(b) The CO shall determine the COR level needed based on the risk and complexity of the contract. The requiring program office shall collaborate with the appointing CO during the acquisition planning process prior to submission of the requirements and COR nomination to discuss the FAC-COR Level certification needed to support the requirement. In accordance with FAR Subpart 7.1, Acquisition Plans, the planner shall ensure that a COR is nominated as early as practicable in the acquisition process by the requirements official. The CO shall appoint the COR as early as practicable after the nomination.

(c) As required by the Office of the Chief Financial Officer (OCFO), program office supervisors shall nominate and the CO shall appoint, an alternate COR for contracts, complex simplified acquisition procedures orders, and TOs/DOs placed under GSA MAS Contracts, GWACs, and MACs, in order to ensure that the Agency meets the 30-day turnaround period on invoice approval per the FAR Subpart 32.9, Prompt Payment.

(d) The CO shall specify the COR's responsibilities in a COR appointment memorandum. The duties and responsibilities of the COR may include pre-award as well as post-award duties. The COR's actions or inactions can be subject to disputes or claims and, in some cases, can result in the COR being personally liable for his or her actions. Therefore, the COR must carefully observe the scope and limitations of the delegated authorities in the appointment memorandum and shall contact the CO about any uncertainties that arise.

(e) In order to fully adhere to this policy, the CO and COR shall follow all additional policies, procedures, and guidance of this section detailed below.

### **1.6.5.6 Roles and Responsibilities**

#### *(a) Contracting Officer (CO).*

FAR 1.602-1 specifies that the CO has the ultimate authority and responsibility to enter into, administer, and/or terminate contracts, and to make related determinations and findings on behalf of the Agency. No contract shall be entered into unless the CO ensures that all requirements of law, executive orders, regulations, and all other applicable procedures, including clearances and approvals have been met and that sufficient funds are available for obligation.

FAR 1.602-1 also specifies that the CO is responsible for “ensuring performance of all necessary actions for effective contracting, ensuring compliance with the terms of the contract, and safeguarding the interest of the United States in its contractual relationships.” Furthermore, the FAR states “the CO must have the authority to the maximum extent practicable and consistent with law, to determine the application of rules, regulations, and policies, on a specific contract.” In undertaking this effort, many COs rely on the assistance and input of numerous financial, legal, and technical experts.

The definition of the CO contained in FAR 2.101 includes certain authorized representatives of the CO acting within their delegated authority. Due to the size and complexity of Agency acquisitions, COs frequently appoint qualified individuals to perform certain contract administration/oversight activities. The Government-wide term for these individuals is a “Contracting Officer’s Representative,” abbreviated as “COR.”

#### *(b) Contracting Officer’s Representative (COR) in General.*

Over the years, EPA has developed a wide range of Agency-unique titles for employees who perform COR duties, such as project officer, work assignment manager, delivery order project officer, task order project officer, and so forth. Regardless of the title or their varying roles, all of these individuals are designated as “COR.” The basic differences, which will be discussed later in this section, center on the acquisition instrument the COR manages, whether it is a basic contract, a delivery order, task order or work assignment.

A COR is the authorized representative of a CO. A COR may be either an EPA employee or the employee of another Federal Agency, nominated by a supervisor in the program office and appointed by the CO in writing to perform on an active contract. The COR must possess the necessary experience, knowledge, skills, and abilities to perform the COR duties and responsibilities for the type contract appointed.

COR duties are inherently governmental functions. For this reason, CORs must be qualified Federal Government employees. Senior Environmental Enrollees (SEE) cannot function as CORs because they are grantees and not federal employees.

(1) EPA employees shall not be appointed as CORs until they have completed the required certification training for the level required to support the contract.

(2) COR shall be nominated prior to appointment.

(3) CORs shall be certified prior to appointment and must maintain certification in accordance with this policy.

(4) CORs assigned to various acquisition contracts and/or foreign grants shall be certified at the highest level required by any one contact within their portfolio.

(5) CO appointment of a COR does not grant authority to enter into contractual agreements or amendments.

(6) CORs shall take EPA's Acquisition System (EAS) training and have an EAS account immediately after being identified for COR nomination. EAS training is offered as computer based training (CBT) and located at <http://easinfo.epa.gov/?q=node/42>. CORs should take the following CBT modules:

- (i) 1-Getting Started;
- (ii) 2-Advanced Procurement;
- (iii) 3-Creating a Requisition; and
- (iv) 4-Creating a Work Assignment/Approving a Work Plan.

For more information on EAS training and resource tools (e.g. Participants Guides and Job Aids, EAS Transition Workbooks) visit <http://easinfo.epa.gov/?q=node/32>.

(7) CORs shall be responsible for the input of actions into EAS originated in the program office upon appointment as a COR. These actions include but are not limited to:

- (i) Requisitions and all supporting documents;
- (ii) Acquisition Planning Documents (APP); and
- (iii) Work Assignments (if applicable).

(8) CORs may perform only those functions delegated to them in writing by the CO, and shall not take any action reserved for the CO, such as:

- (i) Promise or authorize the contractor to perform work that is in addition to or outside the scope of the contract, work assignment, delivery or task order;
- (ii) Conduct negotiations or bind the Government by making any written or oral agreements with contractors;
- (iii) Directly or indirectly change the following:
  - (A) Pricing, cost or fee;
  - (B) Scope of the acquisition (contract, purchase order, work assignment, delivery or task order, etc.);
  - (C) Delivery schedule or period of performance;
  - (D) Labor mix or level of effort; or
  - (E) Any terms or conditions of the contract;
- (iv) Re-delegate or reassign their COR authority;
- (v) Authorize Government-furnished property or its disposition; or

(vi) Direct the contractor to start work or issue stop work orders.

(9) CORs shall closely monitor contract performance and provide the CO with written documentation that identifies the contractor's compliance or noncompliance with the terms and conditions of the contract. Written documentation in the form of a simple signed memorandum or email with supporting data will suffice for the CO to take action. That memorandum or email will become part of the official contract and COR file documentation.

(10) The COR shall maintain a file for each assigned contract. The file must include, at minimum:

- (i) A copy of FAC-COR certification certificate and approved CL Achievement certificates;
- (ii) A copy of the EPA COR nomination form;
- (iii) A copy of the COs appointment memorandum of designation describing the CORs duties and responsibilities;
- (iv) A copy of the OSC warrant, if applicable;
- (v) Documentation of COR actions taken in accordance with the CO delegation of authority; and
- (vi) Documentation of contractor performance issues for compliance or noncompliance with the terms and conditions of the contract.

(11) The COR may be personally liable for unauthorized acts or commitments. As defined above, an unauthorized commitment means an agreement that is not binding solely because the Government representative lacked the authority to enter into that agreement on behalf of the Government. Specifically, the COR has no authority to make any commitments that change the scope, price, quality, quantity, delivery, or other terms and conditions of the contract.

(12) CORs cannot re-delegate or assign their acquisition duties to another person. Only a CO can appoint CORs. Also, CORs cannot sign for other CORs since COR authority is contract-specific. The COR's supervisor (unless he/she is appointed by the CO as a primary COR or alternate COR to the specific contract) does not have the authority to fill-in for the COR, to perform COR duties, or to oversee and/or direct the contractor. Only the primary and alternate COR who are appointed by the cognizant contract CO to the specific contract may perform these functions.

*(c) Contract-Level CORs.*

Traditionally, EPA has had a multi-tiered structure for CORs. The title "project officer" or "PO," was the CO's primary representative on a basic contract. Under this new COR structure, the PO becomes the contract-level COR. Assistance agreements also have POs. This role is unique from that of the contract-level COR. Questions concerning the training requirements and the duties of assistance agreement POs should be referred to the Office of Grants and Debarment (OGD). Information about OGD PO training is available on the Agency Intranet at: <http://intranet.epa.gov/ogd/training.htm>.

As the CO's primary representative, the contract-level COR oversees the task order (TO), delivery order (DO), or work assignment (WA) CORs as described below in (d) - Other Types of CORs. In some cases, the contract-level COR may be responsible for both pre-award and post-

award contract functions. Appendix C of this policy lists the duties a contract-level COR may perform, if delegated by the CO.

For high complexity and/or high dollar value contracts, the contract-level COR function is extensive and complex. Contract-level CORs usually monitor the overall contract and oversee the work of TO/DO/WA CORs who are managing specific requirements under the contract. For this reason, it is crucial that contract-level CORs are employees who have the requisite experience, knowledge, skills, and abilities to perform their role and assist other CORs.

In circumstances where contract-level CORs will manage the overall contract and contractor oversight will be performed by TO/DO/WA CORs, then the contract-level COR need not possess specialized technical expertise (i.e. in science, engineering, etc.). In these instances, contract-level CORs may seek the advice of their TO/DO/WA CORs, or other Government professionals when needed to resolve contract issues. However, if the contract-level COR will manage any TO/DO/WA under the contract, then the contract-level COR must possess the technical expertise to perform these functions. Regardless of the situation, contract-level CORs must be mindful that COR duties are inherently governmental functions and decisions must not be made by contractors or parties outside the Government.

For contracts which cover multiple Agency organizations or geographical locations, the CO shall appoint a contract-level COR to administer the basic contract. Each TO/DO/WA under the contract shall have a separate COR appointed to it, and the TO/DO/WA COR will coordinate with the contract-level COR prior to beginning performance of any new TO/DO/WA under the contract.

*(d) Other Types of CORs.*

The CORs listed in this section are generally involved in post-award activities, overseeing a specific portion of work ordered under a contract. Accordingly, they must be technically proficient in the work the contractor is performing. For example, being technically proficient means having sufficient knowledge and experience to review deliverables, and understand the labor categories and the amount of hours needed to complete the work. OAM recommends these CORs receive on-the-job mentoring from experienced CORs for at least one year before monitoring a TO/DO/WA on their own. This on-the-job mentoring can serve as experience needed for CORs to be certified at Level II. In addition to Agency contracts, these CORs may also function under simplified acquisitions involving complex requirements or orders placed under GSA MAS contracts, GWACs, or MACs. Appendices D-1 and D-2 of this policy list the duties that may be performed by other types of CORs, if delegated by the CO.

(1) Delivery Order (DO) COR - A COR appointed to an indefinite-delivery type contract or other acquisition instrument where contractor supplies are ordered through separately funded DOs awarded by the CO. This term includes CORs functioning on orders for supplies under GSA MAS contracts, GWACs, and MACs (see Appendix D-1).

(2) Task Order (TO) COR - A COR appointed to an indefinite-delivery type contract or other acquisition instrument where contractor tasks or services are ordered through separately funded

TOs and awarded by the CO. This term includes CORs functioning on orders for services under GSA MAS Contracts, GWAC, and MAC (see Appendix D-1).

(3) *Simplified Acquisition COR* - A COR appointed to a simplified acquisition (i.e., at or below the Simplified Acquisition Threshold as defined at FAR 2.101) for the purchase of either supplies or services. Typically, simplified acquisitions do not require a COR. However, for simplified acquisitions that are complex in nature, the CO may determine it is in the Government's interest to appoint a COR. In these cases, the individual appointed as a COR must meet at least the requirements for a COR Level I as stated in Section 1.6.5.10 General FAC-COR Certification Framework.

(4) *Work Assignment (WA) COR* - A COR appointed to a cost-reimbursement type contract where contractor services are ordered through a work assignment issued by the CO. In contrast to a task order or delivery order, a work assignment is not a separately funded document. Work assignment funding is drawn down from the Basic Contract which is the funded document (see Appendix D-2).

(5) *Foreign Contract COR* - A COR may review the work plan and identify any work or projects that will be performed in a foreign country and verify the detail with the award recipient.

(6) *Interagency Acquisition (IA) COR* -

(i) All IA CORs are encouraged to have at least a Level I COR certification where there is any procurement under the IA.

(ii) *For Funds-In IAs*, OAM IA policy guidance governs all procurement actions completed under the IA.

(iii) *For Funds-Out IAs*, an IA COR must maintain at least a Level I COR certification for any IA where procurement is above the Simplified Acquisition Threshold.

(e) *Alternate COR.*

The CO shall appoint an alternate COR to act in the absence of the primary COR. This alternate COR may serve in the absence of the primary COR as needed, such as when the primary COR is on leave or travel. The training and experience requirements for the alternate COR are identical to those of the primary COR, i.e. an alternate Contract-Level COR Level II must meet all the training and experience requirements established in Subsection 1.6.5.10 - FAC-COR Certification Framework for the FAC-COR Level II before appointment.

### **1.6.5.7 Standards of Conduct as They Apply to CORs**

All Government employees must follow the Standards of Ethical Conduct for Employees of the Executive Branch, codified in 5 C.F.R. Part 2635 (1/1/99 Edition) as amended at 64 FR 2421-2422 (Jan. 14, 1999) and 64 FR 13063-13064 (Mar. 17, 1999), which states "In accordance with 5 C.F.R 2638.704, CORs, who are required to complete Form 450, are required to complete the Agency mandatory ethics training each calendar year." A copy of the entire statute is available at the United States Office of Government Ethics Internet site, <http://www.oge.gov/home.aspx>.

CORs are depended on to successfully perform duties that involve the exercise of discretion in a sensitive area of acquisition. This requires following ethical standards of conduct for employees of the Executive Branch and maintaining training as prescribed in the Agency ethical policy. If applicable, CORs must file the Office of Government Ethics Form 450, Confidential Financial Report, with the cognizant Deputy Ethics official. A list of Agency Deputy Ethics officials is available on the Agency Intranet at <http://intranet.epa.gov/ogc/ethics/deos.htm>.

During the COR nomination process, each COR must sign the form EPA 1900-65b (Rev. 12-14) - Nomination of The Contracting Officer's Representative (COR) attesting to the statement "If applicable: I have filed the Office of Government Ethics Form 450, Confidential Financial Report, with the cognizant deputy Ethics official." The COR nomination form shall be included in the contract file.

Because of past problems and the sensitivity of this area, in addition to annual Agency ethics training, mandatory FAC-COR certification and continuous learning training, OAM recommends that Agency organizations continue to emphasize standards of conduct, laws and regulations, and conflicts of interest as it relates to Government-Contractor relations. These laws and regulations define what is considered to present a conflict (incompatibility), or an appearance of a conflict, between Government employees' official duties and their outside financial interests and affiliations (as well as certain financial interests of their spouse, minor or dependent children, outside employers and other entities). Also covered in the concept of "conflict of interest" are matters such as receipt of gifts, outside activities, impartiality, and seeking non-Federal employment.

Financial conflicts are not the only situations in which impartiality may be questioned. For instance, a COR's objectivity may also be affected by a personal relationship with a contractor employee; CORs must recognize that establishing or maintaining a personal relationship with a contractor employee could raise concerns about the COR's objectivity in performing his/her duties. In cases where CORs have personal relationships with contractor employees, the OAM strongly encourages CORs seek the guidance of their Deputy Ethics Official in determining if the situation is or might appear to be a conflict of interest. By reviewing the situation with their Deputy Ethics Official, any concerns can be addressed and resolved in a manner that protects both the employees' and the Government's interests.

In addition to the Standards of Conduct referenced above, CORs must also comply with the contractual regulations applicable to relationships between Government personnel and contractor employees found in FAR 3.101. This section of the FAR reiterates that Government business must be conducted in a manner above reproach with complete impartiality and without preferential treatment. Transactions relating to the expenditure of public funds require the highest degree of public trust and an impeccable standard of conduct. The general rule is to avoid strictly any conflict of interest or even the appearance of a conflict of interest in Government-Contractor relationships. The Agency has issued EPA Order 1900-1A - Interacting with Contractors, found here: <http://intranet.epa.gov/ohr/rmpolicy/ads/transorders.htm>, which provides general guidance to Federal employees on maintaining proper relationships with contractors.

A relationship between a Government employee and a contractor employee could also raise concerns under FAR Subpart 9.5, Organizational Conflicts of Interest, and applicable EPA acquisition regulations and contract clauses, including EPAAR 1552.209-71 and 1552.209-73, which deal with organizational and contractor employee personal conflicts of interest, respectively. Such concerns could exist, for example, if the relationship affects, or potentially affects, the ability of the contractor to render impartial advice or assistance to the Government, or impairs the objectivity of the contractor employee in performing contract work. If a COR is involved in, discovers, or otherwise learns of a situation that raises such conflict of interest concerns, he or she must consult with the CO. It is the CO's responsibility to review the situation and determine what action could be taken to avoid, neutralize, or mitigate the conflict of interest or potential conflict of interest.

#### **1.6.5.8 COR Responsibilities for Section 508 Compliance**

In 1998, Congress amended the Rehabilitation Act of 1973 to require Federal agencies to make their electronic and information technology (EIT) accessible to people with disabilities. Section 508 (29 U.S.C. §794 d) applies to all Federal agencies when developing, procuring, maintaining, or using EIT, and has enforceable standards with which agencies must comply, including Statements of Work (SOW) or Performance Work Statements (PWS) that require a contractor or consultant to write, create or produce any products or services that are EIT intended for use in response to a solicitation - including electronic reports, documents, charts, posters, presentations or video material that could be presented in response to a contract.

(a) The COR shall ensure that EIT products or services produced or delivered by contractors or consultants meet applicable Section 508 accessibility standards. The standards cover:

- (1) Software Applications and Operating Systems;
- (2) Web-based Intranet and Internet Information and Applications;
- (3) Web based training;
- (4) Telecommunications Products;
- (5) Videos or Multimedia Products (All videos and multimedia products which EPA produces shall be captioned using open captioning);
- (6) Self-Contained, Closed Products (Products such as copiers, fax machines, and calculators which generally have embedded software and are commonly designed in such a fashion that a user cannot easily attach or install assistive technology); and
- (7) Desktop and Portable Computers.

(b) The COR shall notify the CO when EIT products or services produced or delivered are not in compliant with 508 compliance requirements before acceptance. To ensure understanding and

compliance with the law, mandatory Section 508 training will be required by all EPA acquisition workforce members, including 1102s, CORs, and FAC P/PM certificate holders.

#### **1.6.5.9 Documenting Past Performance Evaluations in the Contractor Performance Assessment Reporting System (CPARS).**

As required by FAR 42.15, past performance evaluations are required for each contract as defined by FAR 2.101 that exceeds the simplified acquisition threshold for supplies, services, research and development, and contingency operations (see FAR 42.15 for past performance reporting requirements for construction and architect-engineer contracts). Past performance evaluations shall be prepared at least annually and at the time the work under a contract or order is completed.

Past performance evaluations are also required for each order that exceeds the simplified acquisition threshold that is placed under GSA MAS Contracts, GWACs, and MACs. For EPA indefinite-delivery contracts, the CO has the discretion to require performance evaluations for the contract-level or for each order in excess of the simplified acquisition threshold.

Past performance information shall be entered into CPARS, the Governmentwide evaluation reporting tool for all past performance reports on contracts and orders. Instructions for submitting evaluations into CPARS are available at <http://www.cpars.gov>. CPARS collects assessments of a contractor's performance, both positive and negative, on a given contract for a specific period of time. Each report card is based on objective facts and is supported by program and contract management data. The use of CPARS promotes report card consistency, increases data integrity, motivates improved contractor performance, and improves Government-Contractor communication.

The COR serves as the "Assessing Official Representative" in CPARS with the authority to initiate and update past performance evaluations, but does not have the authority to finalize a past performance evaluation or send the evaluation to the Contractor Representative. The CO serves as the "Assessing Official" in CPARS to validate the proposed past performance evaluation rating and remarks entered by the COR. The CO has "signature" authority for finalizing the past performance evaluation and forwarding the evaluation to the Contractor Representative for review and comment.

The CPARS user's manual is located at:

[http://www.cpars.gov/cparsfiles/pdfs/CPARS\\_User\\_Manual.pdf](http://www.cpars.gov/cparsfiles/pdfs/CPARS_User_Manual.pdf).

#### **1.6.5.10 FAC-COR Certification Framework.**

The EPA Federal Acquisition Certification for Contracting Officer's Representatives (FAC-COR) is a program that focuses on training, experience, and continuous learning requirements for FAC-COR certification with final approval by the Acquisition Career Manager. The FAC-COR certification is part of the requirements for an employee to be eligible for nomination by a supervisor and appointment in writing by a CO to perform the duties and responsibilities as a COR on an active contract(s). An employee and his/her supervisor may request FAC-COR

certification and/or maintenance of FAC-COR certification even if the employee is not currently appointed, by a CO, as a COR for a particular contract(s) at the time of certification.

*(a) Program Structure.*

EPA's FAC-COR program includes: (1) competency-based core training to achieve certification; (2) experience requirements for Level II and III certifications; and (3) continuous learning to maintain certification. All new certification requests and continuous learning requests/achievement requests must be submitted using FAITAS.

There are three FAC-COR certification levels with different initial certification requirements. The following information describes the different levels:

(1) **Level I** - requires a minimum of 20 hours of initial prescribed acquisition training, no experience, and 16 hours of continuous learning every two years. A Level I COR is generally required for projects with little associated risk, complex procurements below the Simplified Acquisition Threshold as determined by the CO, firm-fixed-price (FFP) service/supply contracts, and orders placed under GSA MAS contracts, GWACs, or MACs.

(2) **Level II** - requires a minimum of 54 hours of initial prescribed acquisition training, one-year of acquisition-related experience within the last four years, and 40 hours of continuous learning every two years. Level II CORs are generally required for contacts and orders of moderate to high risk and complexity such as time-and-materials (T&M) or labor-hour (LH) contracts, indefinite-delivery indefinite-quantity (IDIQ) contracts, cost reimbursement (CR) contracts, and hybrid contracts (e.g., contracts with CR and FFP elements). See Appendix E-1 for FAC-COR Level II Functional Experience Transcript.

(3) **Level III** - requires a minimum of 66 hours of initial prescribed acquisition training, at least two (2) years of acquisition-related experience on federal contracts within the last 4 years that includes, at a minimum, experience required for the Level II and 40 hours of continuous learning every two years. Level III CORs deal with the Agency's contracts that require significant acquisition investment. These contracts are of moderate to high risk, are of a very complex nature and require a high degree of management oversight. CORs working on these contracts are often called upon to perform significant program management activities and should be trained accordingly. For this reason, these CORs are expected to be recruited from the most experienced CORs already working in the Agency. These most complex contracts support work processes that have been simplified or otherwise redesigned to reduce costs and improve effectiveness of Agency core/priority mission functions, are often performed at a national level, and often support strategic sourcing strategy investments. An example of such contracts are the Capital Planning Investments Control (CPIC) requirements as defined in the Office of Management and Budget (OMB) Circular A-11, Part 7, Exhibit 300, *Planning, Budgeting, Acquisition, and Management of Capital Assets*. CORs assigned to CPIC requirements are required to be Level III certified. The most experienced Level II CORs may be appointed to serve under the direction of a Level III COR as an Alternate COR in order to gain Level III experience. See Appendix E-2 for FAC-COR Level III Functional Experience Transcript.

Appendix F-1 (Level I), F-2 (Level II), and F-3 (Level III) provide OMB approved FAC-COR key competencies, performance skills, and outcomes to assist the CO in determining each level of certification required to support a contract.

*(b) General Certification, Nomination and Appointment Information.*

*(1) Use of FAITAS.* EPA uses the Federal Acquisition Institute Training Application System (FAITAS) as the official information management system to manage the acquisition workforce certification, training, and recertification for all Federal Acquisition Certification programs. All new certification requests, continuous learning requests, and continuous learning achievement requests must be submitted using FAITAS.

*(2) FAC-COR Certification.* A FAC-COR certified employee has completed the required training, possesses the required experience, has the support of his/her supervisor to maintain the certification and is approved by the Acquisition Career Manager. The EPA Form 1900-65a (Rev. 12-14) Certification of the Contracting Officer's Representative (COR) (see Appendix A) must be signed by the employee and supervisor prior to the employee uploading the form in FAITAS when requesting an initial certification or new certification for an expired/revoked certification. Note: This form is located in FormSmart and WebForms.

*(3) Maintaining FAC-COR certification.* If an employee does not meet the continuous learning requirements and/or does not submit the Continuous Learning (CL) Achievement Request in FAITAS to maintain the certification, the FAC-COR certification will expire and be revoked in FAITAS. These employees must follow the procedures described in the policy for obtaining a new certification after the previous FAC-COR certification is revoked.

*(4) COR Nomination and Appointment.* A COR is an employee who is FAC-COR certified AND who has been nominated and appointed in writing by an Agency Contracting Officer (CO) on an active contract to perform those duties and responsibilities as described in the COR appointment memorandum. In accordance with FAR 1.604, a COR is a technical representative of the CO. The EPA Form 1900-65b (Rev. 12-14) Nomination of the Contracting Officer's Representative (COR) (see Appendix B) shall be submitted by the COR nominee's supervisor to the CO for approval. Note: This form will be located in FormSmart and WebForms.

*(5)* A COR shall provide the supervisor and CO a copy of the CL Achievement Request at the end of each recertification cycle to show that the FAC-COR certification is in good standing.

*(6)* The supervisor shall request that the CO remove a COR from a contract(s) who allow his/her FAC-COR certification to be revoked. The supervisor may re-nominate these previous CORs to a contract (s) by submitting EPA Form 1900-65b with a copy of the new FAC-COR certification certificate to the CO for appointment.

*(b) Certification Levels, Experience, and Knowledge Requirements.*

Table 1 - FAC-COR Certification Levels, Experience, and Knowledge Requirements shown below, summarizes the certification level, experience, and knowledge requirements for each of

the EPA’s three certification levels. A combination of required experience, training, and/or professional certifications is necessary for FAC-COR certification.

**Table I-FAC-COR Certification Levels Knowledge, Experience, Contract Type, and Training Requirements**

<b>LEVEL I</b>	<b>LEVEL II</b>	<b>LEVEL III</b>
<b>General Business Competencies</b>	<b>General Business Competencies</b>	<b>General Business Competencies</b>
<ul style="list-style-type: none"> <li>• Attention to Detail</li> <li>• Decision-Making • Flexibility</li> <li>• Influencing/Negotiating</li> <li>• Integrity/Honesty</li> <li>• Interpersonal Skills</li> <li>• Oral Communication</li> <li>• Planning and Evaluating</li> <li>• Problem Solving</li> <li>• Project Management • Reasoning</li> <li>• Self-Management/Initiative</li> <li>• Teamwork • Writing</li> </ul>	<ul style="list-style-type: none"> <li>• Attention to Detail</li> <li>• Decision-Making • Flexibility</li> <li>• Influencing/Negotiating</li> <li>• Integrity/Honesty</li> <li>• Interpersonal Skills</li> <li>• Oral Communication</li> <li>• Planning and Evaluating</li> <li>• Problem Solving</li> <li>• Project Management • Reasoning</li> <li>• Self-Management/Initiative</li> <li>• Teamwork • Writing</li> </ul>	<ul style="list-style-type: none"> <li>• Attention to Detail</li> <li>• Decision-Making • Flexibility</li> <li>• Influencing/Negotiating</li> <li>• Integrity/Honesty</li> <li>• Interpersonal Skills</li> <li>• Oral Communication</li> <li>• Planning and Evaluating</li> <li>• Problem Solving</li> <li>• Project Management • Reasoning</li> <li>• Self-Management/Initiative</li> <li>• Teamwork • Writing</li> </ul>
<b>Technical Competencies</b>	<b>Technical Competencies</b>	<b>Technical Competencies</b>
<ul style="list-style-type: none"> <li>• All Technical Competencies for Level I CORs identified in Appendix D-1 - <i>OMB Key Competencies for CORs</i>.</li> </ul>	<ul style="list-style-type: none"> <li>• All Technical Competencies for Level II CORs identified in Appendix D-2 - <i>OMB Key Competencies for CORs</i>.</li> </ul>	<ul style="list-style-type: none"> <li>• All Technical Competencies for Level III CORs identified in Appendix D-3 - <i>OMB Key Competencies for CORs</i>.</li> </ul>
<b>Experience</b>	<b>Experience</b>	<b>Experience</b>
<ul style="list-style-type: none"> <li>• No experience requirement.</li> </ul>	<ul style="list-style-type: none"> <li>• At least 1 year of acquisition related experience within the last 4 years that includes, at a minimum, experience equivalent to a Level I COR.</li> </ul>	<ul style="list-style-type: none"> <li>• At least 2 years of acquisition related experience on <i>federal</i> contracts within the last 4 years that includes, at a minimum, experience equivalent to a Level II COR.</li> <li>• Demonstrated expertise in the Business and Technical Competencies identified above.</li> </ul>
<b>Required Knowledge</b>	<b>Required Knowledge</b>	<b>Required Knowledge</b>
Knowledge of low risk/complexity contracts such as: <ul style="list-style-type: none"> <li>• Simplified Acquisitions</li> <li>• Interagency Agreements</li> <li>• Assisted Acquisitions</li> <li>• FFP contracts/orders</li> </ul>	Knowledge of moderate to high risk/complexity contracts such as: <ul style="list-style-type: none"> <li>• All types listed in Level I</li> <li>• IDIQ contracts</li> <li>• T&amp;M and LH contracts/orders</li> <li>• CR contracts/orders</li> <li>• Hybrid contracts/orders</li> <li>• Works assignments</li> </ul>	Knowledge of highest risk/complexity and mission critical contracts such as: <ul style="list-style-type: none"> <li>• All types listed in Level II</li> <li>• Incentive contracts</li> <li>• Price redetermination contracts</li> <li>• Major systems acquisition</li> <li>• Earned value management</li> <li>• Advanced project management</li> </ul>
<b>Required Training (Initial)</b>	<b>Required Training (Initial)</b>	<b>Required Training (Initial)</b>
Must complete a minimum of 20 hours of required COR training prior to certification.	Must complete a minimum of 54 hours of required COR training prior to certification.	Must complete a minimum of 66 hours of required COR training prior to certification.

<p>Required COR Training Courses:</p> <ul style="list-style-type: none"> <li>• EPA Basic COR Course - 8 hrs.</li> <li>• FAC 018, Green Purchasing for Civilian Acquisition - 2 hrs.</li> <li>• CLM 031, Improved Statement of Work - 4 hrs.</li> <li>• FAC 023, Basic Contracting for GSA Schedules - 4 hrs.</li> <li>• CLC 065, Suspension and Debarment - 1 hr.</li> <li>• FAC 049, Section 508: What Is It &amp; Why Is It Important - 1 hr.; <b>OR</b> Buying Accessible E&amp;IT - 508 Compliance 1.25 hrs.</li> </ul> <p>Required training is subject to change by the SPE in accordance with DAU and FAI online curriculum updates and changes. Guidance on Mandatory Training for CORs can be found at: <a href="http://oamintra.epa.gov/node/478">http://oamintra.epa.gov/node/478</a>. This is <u>no cost</u> training.</p>	<p>Required COR Training Courses:</p> <ul style="list-style-type: none"> <li>• CLC 222, COR Online Training - 32 hrs.</li> <li>• EPA Basic COR Training - 8 hrs.</li> <li>• FAC 018, Green Purchasing for Civilian Acquisition - 2 hrs.</li> <li>• CLM 031, Improved Statement of Work - 4 hrs.</li> <li>• FAC 023, Basic Contracting for GSA Schedules - 4 hrs.</li> <li>• CLC 065, Suspension and Debarment - 1 hr.</li> <li>• FAC 049, Section 508: What Is It &amp; Why Is It Important - 1 hr.; <b>OR</b> Buying Accessible E&amp;IT - 508 Compliance 1.25 hrs.</li> <li>• HBS 435, Project Management - 2 hrs.</li> </ul> <p>Required training is subject to change by the SPE in accordance with DAU and FAI online curriculum updates and changes. Guidance on Mandatory Training for CORs can be found at: <a href="http://oamintra.epa.gov/node/478">http://oamintra.epa.gov/node/478</a>. This is <u>no cost</u> training.</p>	<p>Required COR Training Courses:</p> <ul style="list-style-type: none"> <li>• CLC 222, COR Online Training - 32hrs</li> <li>• EPA Basic COR Training - 8 hrs.</li> <li>• FAC 018, Green Purchasing for Civilian Acquisition - 2 hrs.</li> <li>• CLM 031, Improved Statements of Work - 4 hrs.</li> <li>• FAC 049, Section 508: What Is It &amp; Why Is It Important - 1 hr.; <b>OR</b> Buying Accessible E&amp;IT - 508 Compliance 1.25 hrs.</li> <li>• HBS 435, Project Management - 2 hrs.</li> <li>• CLV 016, Introduction to Earned Value Management - 1 hr.</li> <li>• CLM 016, Cost Estimating - 8 hrs.</li> <li>• CLM 017, Risk Management - 8 hrs.</li> </ul> <p>Required training is subject to change by the SPE in accordance with DAU and FAI online curriculum updates and changes. Guidance on Mandatory Training for CORs can be found at: <a href="http://oamintra.epa.gov/node/478">http://oamintra.epa.gov/node/478</a>. This is <u>no cost</u> training.</p>
<p><b>Required Training (Continuous)</b></p>	<p><b>Required Training (Continuous)</b></p>	<p><b>Required Training (Continuous)</b></p>
<p>Must earn a minimum of 16 CLPs through COR training every 2 years to maintain certification.</p> <p>Of the required 16 CLPs:</p> <ul style="list-style-type: none"> <li>• Acquisition Specific Training - 16 hrs.</li> </ul> <p>EPA Guidance On Meeting Requirements for CLPs found at: <a href="http://oamintra.epa.gov/node/565">http://oamintra.epa.gov/node/565</a>. This is <u>no cost</u> training.</p>	<p>Must earn a minimum of 40 CLPs through COR training and activities every 2 years to maintain certification.</p> <p>Of the required 40 CLPs:</p> <ul style="list-style-type: none"> <li>• Acquisition Specific Training - 20 hrs.</li> <li>• Acquisition Related Technical Training/Activities - 20 hrs.</li> </ul> <p>EPA Guidance On Meeting Requirements for CLPs found at: <a href="http://oamintra.epa.gov/node/565">http://oamintra.epa.gov/node/565</a>. This is <u>no cost</u> training.</p>	<p>Must earn a minimum of 40 CLPs through COR training and activities every 2 years to maintain certification.</p> <p>Of the required 40 CLPs:</p> <ul style="list-style-type: none"> <li>• Acquisition Specific Training - 20 hrs.</li> <li>• Acquisition Related Technical Training/Activities - 20 hrs.</li> </ul> <p>EPA Guidance On Meeting Requirements for CLPs found at: <a href="http://oamintra.epa.gov/node/565">http://oamintra.epa.gov/node/565</a>. This is <u>no cost</u> training.</p>

As used in the table above, acquisition specific training is defined as structured educational and training experiences, activities and events that serves to enhance the COR competencies skills for performance outcomes to improve the effectiveness of the Agency contracting pre-award and post- award phases. These phases include acquisition planning, market research, defining requirements, pre-award contract communications, proposal evaluations, contract negotiation, inspection and delivery, contact quality assurance and evaluation, contract administration,

contract close-out, contract reporting, and project management. It includes all mandatory training for recertification.

As used in the table above, acquisition related technical training/activities is defined as professional development training/ activities required to support a COR's technical knowledge in their career field to enhance technical performance of their COR duties and responsibilities. Professional development includes formal training courses, participating in professional organizations events (conferences, training, seminars, and workshops); serving in professional association leadership roles; publishing articles related to acquisition in the technical specialty; participating in experiential activities, for example: participation in Technical Evaluation Panels (TEP)-Maximum 20 points per cycle (See OAM's Source Selection Guide for TEP policy information). The number of continuous learning points for these types of training/activities may be granted not to exceed the number of continuous learning points (CLPs) as stated in this policy's guidance. CORs and supervisors should also seek the advice of the ACM in the assignment of CLP values for activities not listed.

A discussion of required knowledge, experience associated with the contract type, risk, and complexity, initial certification training, and recertification requirements follows.

*(c) Certification Requirements.*

The FAC-COR certification program includes: (1) competency-based core training for certification; (2) experience requirements for Level II and III certifications for certification; and (3) continuous learning to maintain the initial certification. There is no experience requirement for Level I. A supervisor may request certification and subsequent recertification for any employee with experience performing acquisition and/or acquisition related duties or who might reasonably be called upon to perform such duties in the future.

The required experience for a FAC-COR certification may be gained by performing as a COR previously or by performing acquisition-related activities in private industry prior to entering the federal government or while assisting others staff within the Agency or another Agency with acquisition related functions. Some examples are: writing requirement specifications, Statement of Work or Statement of Objectives; developing quality assurance surveillance plans; on the job mentoring by a Level II or III COR; participating as a subject matter expert on a technical evaluation team, or shadowing Remedial Project Managers (RPMs) performing technical work on work assignments.

*(1) New Applicants.* New applicants must apply for FAC-COR certification through FAITAS upon completion of all training requirements and documented experience (if applicable). The EPA Form 1900-65a Certification of the Contracting Officer's Representative (COR) must be uploaded into FAITAS as part of supporting documentation. Upon receipt of the certification request by a Bureau Certification Manager (BCM), the COR's certification records will be reviewed to confirm compliance with the training, experience requirement (if applicable), and other supporting documentation for the level of certification requested. If the requesting application is determined to be missing training, certification form, and/or Functional Experience Transcript (if applicable), the BCM will return the certification request to the applicant

explaining the reason why the request is being returned or disapproved. If the employee is determined to be eligible for the requested certification level, the request will be routed to the ACM for review and approve/disapprove of the FAC-COR certification in FAITAS at the level requested. If the ACM determines that documentation is missing or more clarification is needed, the request will be returned to the employee or BCM with “remarks.” The original FAC-COR certificate issued date in FAITAS will not change upon recertification. Every two years, a “Certificate of Achievement” will be issued in FAITAS for those who have successfully followed the recertification procedures. The Certificate of Achievement keeps the FAC-COR status as “Current”. See Table I for initial certification experience and training requirements.

(2) *Existing Certified Individuals.* Individuals certified prior to October 1, 2013 are grandfathered to meet the certification requirements for FAC-COR at their current level if the current certification is in standing based on meeting the required continuous learning requirements and issuance of a current “Certificate of Achievement” in FAITAS. The EPA ATS Lotus Notes Database is no longer used for use in tracking FAC-COR training and certification. FAITAS is the official system of record for maintaining and tracking all FAC-COR training and certifications. The original FAC-COR certificate issued date in FAITAS will not change upon recertification. Every two years, a “Certificate of Achievement” will be issued in FAITAS for those who successfully follow the recertification procedures. The “Certificate of Achievement” keeps the FAC-COR status as “Current”.

(3) *Downgrading FAC-COR Certification Levels.* The supervisor of an existing certified individual is the only individual that can request that a FAC-COR certification be permanently downgraded from a higher level to a lower level. This request must be emailed to the ACM no later than 90 days prior to end of the individual’s recertification period. This is a manual process performed by the ACM. **Note:** In order for the individual to be certified again at the higher grade, the individual must meet all the initial certification requirements for the level requested, and request a new certification for that level in FAITAS.

(4) *Revoked/Expired FAC-COR Certification.* If an individual has a revoked/expired FAC-COR certification it means that the FAC-COR certification has lapsed because the employee failed to achieve the required number of CLPs during the recertification cycle. This happens because one of following reasons:

- (i) The required number of CLPs have not been entered into FAITAS for supervisor approval;
- (ii) The required number of CLPs have been entered into FAITAS and not approved by the supervisor;
- (iii) The required number of CLPs have been entered into FAITAS and approved by the supervisor, but the CL Achievement Request has not been submitted by the individual to the supervisor for approval; or
- (iv) The required number of CLPs has been entered into FAITAS and approved by the supervisor; the individual submitted the CL Achievement Request to the supervisor for approval; but the supervisor has not approved and submitted the CL Achievement Request to the Bureau Continuous Learning Manager (BLCM) for final approval.

(5) *Reinstatement Requests.* All reinstatement requests for revoked/expired FAC-COR certifications must be entered in FAITAS as a **new FAC-COR certification request**. The EPA

Form 1900 65a- Certification of Contracting Officer’s Representative (COR,) must be uploaded as part of the request for reinstatement certification. This form can be found in WebForms and SmartForms. The revoked reinstatement training/experience requirements are listed in Table II below. In the “**Remarks**” section of request enter “***This is a request for Reinstatement.***” These individuals will be issued a new FAC-COR certificate.

**Table II: Revoked/Lapsed FAC- COR Levels –Reinstatement Training/Experience Requirements**

<b>LEVEL I</b>	<b>LEVEL II</b>	<b>LEVEL III</b>
<b>Experience</b>	<b>Experience</b>	<b>Experience</b>
No Experience Required	Upload a copy of a prior FAC-COR certificate, copy of a prior Achievement Certificate; copy of COR appointment letter, or a memorandum signed by the supervisor that verifies the individual had been a previous COR, include type COR, type contract assigned, and from date-to date individual served as a COR. Upload a copy of one of the above mention document under the experience section in the certification request.	Upload a copy a prior FAC-COR certificate, copy a prior Achievement Certificate; copy of COR appointment letter, or a memorandum signed by the supervisor that verifies the individual had been a previous COR, include type COR, type contract assigned, and from date-to date individual served as a COR. Upload a copy of one of the above mention document under the experience section in the certification request.
<b>Training</b>	<b>Training</b>	<b>Training</b>
Minimum 16 Hours – FAC-COR Training	Minimum 40 Hours – FAC-COR Training	Minimum 40 Hours – FAC-COR Training
FCR 100 - Contracting Officer’s Representative Level I Course - 7 hrs. (Online)	CLC 222 - COR Training - 32 hrs. (Online)	CLC 222 - COR Training - 32hrs (Online)
CLC 065 - Suspension and Debarment - 1 hr. (Online)	CLM 031 - Improved Statement of Work - 4 hrs. (Online)	CLM 031 - Improved Statement of Work - 4 hrs. (Online)
CLM 031 - Improved Statement of Work - 4 hrs. (Online)	FAC 023 - Basic Contracting for GSA Schedules - 4 hrs. (Online)	FAC 023 - Basic Contracting for GSA Schedules - 4 hrs. (Online)
FAC 023 - Basic Contracting for GSA Schedules - 4 hrs. (Online)		
<b>Note:</b> Training is prescribed by the SPE and subject to changes in accordance with DAU and FAI online curriculum updates and changes. FAC-COR Level I training requirement are located on the OAM Training page at <a href="http://oamintra.epa.gov/?q=node/18">http://oamintra.epa.gov/?q=node/18</a> , under FAC-COR Program-Reinstatement of Revoked COR Certification. This is <u>NO COST</u> training.	<b>Note:</b> Training is prescribed by the SPE and subject to changes in accordance with DAU and FAI online curriculum updates and changes. FAC-COR Level II training requirements are located on the OAM Training page at <a href="http://oamintra.epa.gov/?q=node/18">http://oamintra.epa.gov/?q=node/18</a> under FAC-COR Program-Reinstatement of Revoked COR Certification. This is <u>NO COST</u> training.	<b>Note:</b> Training is prescribed by the SPE and subject to changes in accordance with DAU and FAI online curriculum updates and change. FAC-COR Level III training requirements are located on the OAM Training page at <a href="http://oamintra.epa.gov/?q=node/18">http://oamintra.epa.gov/?q=node/18</a> under FAC-COR Program-Reinstatement of Revoked COR Certification. This is <u>NO COST</u> training.

*(d) COR Appointment Based on Certification Level.*

(1) A FAC-COR certified individual is not considered a COR until nominated and appointed to serve on an active contract.

(2) The following procedures apply:

(i) A COR certified at Level I may only serve as a Level I COR.

(ii) A COR certified at Level II may serve as a Level I COR without any further actions. The CO may appoint the Level II COR to perform requirements as a Level I COR based on the needs for a specific contract.

(iii) CORs moving from Level II to Level III certification are required to take an additional 17 hours of initial certification training, provide a Level III FAC-COR Functional Experience Transcript to demonstrate the experience requirement for a Level III FAC-COR, and upload EPA Form 1900-65a Certification of the Contracting Officer's Representative (COR) as supporting documentation in a new certification request for FAC-COR Level III.

(iv) A COR certified at Level III may serve as a Level I and Level II COR. The CO may appoint the Level III COR to perform requirements as a Level I COR and/or Level II COR based on the needs for a specific contract.

*(e) Reciprocity with Other Certifications (Fulfillment).*

EPA recognizes and accepts FAC-COR certifications issued by other Federal civilian agencies and those COR certifications issued under the Defense Acquisition Workforce Improvement Act (DAWIA). Individuals certified with a FAC-COR from another agency or DAWIA COR certification may seek recognition for fulfillment of the FAC-COR requirements at the same level. These individuals must provide proof of prior COR certification and completion of the required number of CLPs to keep the certification current in compliance with the 2-year maintenance requirements for recertification.

To obtain FAC-COR certification at EPA, these individuals must submit a new certification request in FAITAS with the supporting documents (EPA 1900-65a Certification of the Contracting Officer's Representative (COR), FAC-COR certificate; FAC-COR "Achievement Certificate"; and continuous learning documents for the two years' period prior to application, if applicable or EPA 1900-65a Certification of the Contracting Officer's Representative (COR); DAWIA COR certificate; and continuous learning documents for the two years' period prior to application, if applicable. If an individual has a profile from another Federal civilian agency in FAITAS, the individual must update the account profile information to reflect EPA as the current agency and change his/her supervisor.

Individuals who hold a current Federal Acquisition Certification in Contracting (FAC-C) or Federal Acquisition Certification for Project/Program Management (FAC-P/PM) Level I or Level II are considered to have met the FAC-COR requirements for FAC-COR Level II. Individuals who hold a current FAC-C and/or FAC-P/PM Level III are considered to have met the FAC-COR Level III requirements. Nevertheless, these individuals must submit a request for certification in FAITAS with the supporting documents (EPA 1900-65a Certification of the

Contracting Officer's Representative (COR); FAC-C or FAC-P/PM certificate; and current continuous learning "Certificate of Achievement" to obtain reciprocity for FAC-COR certification. The same procedures above apply for a DAWIA certification in contracting or program/project manager.

***Note: The FAC-C, FAC-P/PM, or DAWIA certifications cannot be expired or revoked when requesting Reciprocity with Other Certifications (Fulfillment).***

*(f) Deferment of Training Requirements.*

In unforeseen emergency circumstances, e.g. natural disasters, environmental emergencies, that require the immediate appointment of an individual with a Level II or Level III FAC-COR certification that is revoked/expired in the previous recertification cycle or an individual with a FAC-COR Level II certification that needs to take additional training to meet the FAC-COR Level III certification requirements; the individual's immediate supervisor may request a deferment of the required training course(s) to reinstate a revoked/expired certification or additional training courses for FAC-COR Level III certification. The request must be in writing using the FAC-COR Training Deferment Certification Request Form (see Appendix G), and routed through the respective CO for concurrence and forwarding to the ACM.

The deferment request must address:

- (1) Why the current FAC-COR is revoked/expired,
- (2) The nominee's experience in contract administration,
- (3) The acquisition training the nominee has completed to date,
- (4) Why there is an immediate need to appoint or retain this COR, and
- (5) Plans to fulfill the training requirement.

The CO will review the request. If the CO agrees to defer the training requirement, he or she will indicate concurrence and forward the request to the ACM for review and concurrence/non-concurrence. The form will then be forwarded to the SPE for approval/disapproval. Deferments of training will not be granted beyond a six month period to allow time so training can be completed. If training is not completed by end of six months, the COR's duties shall be suspended and his/her appointment terminated in writing. A copy of the deferment form and any suspension/termination actions shall be maintained in the contract file. All requests for certification must be completed in FAITAS.

*(g) Recertification.*

Recertification is obtained through ongoing competency based acquisition specific training and acquisition related technical training/activities to meet the CLPs required for maintaining an active certification.

The original FAC-COR certificate issue date in FAITAS will not change upon recertification. Every two years, a "Certificate of Achievement" will be issued in FAITAS for those who have successfully followed the recertification procedures. The Certificate of Achievement keeps the

FAC-COR status as “Current”, and accordingly enables FAITAS to move the certification forward to the next two year continuous learning period.

COR recertification CLPs are required for the highest FAC-COR Level of certification held prior to the end of the recertification period.

Individuals with a FAC-C and/or FAC-P/PM recertification requirement (80 CLPs) that is due during the same period as the FAC-COR Level I (16 CLPs), Level II (40 CLPs, or Level III (40 CLPs) is due, must meet both FAC program recertification requirements. In such instances, the FAC-COR 16 hours for Level I and 40 CLPs for both Level II and Level III requirements may be met using some of the completed FAC-C and/or FAC P/PM 80 CLP requirements that are due during the same recertification period. Two examples are provided below.

(1) For example, John Smith was FAC-C certified on October 1, 2013 with a recertification date of October 1, 2015 and required to have 80 CLPs. John Smith is also FAC-COR Level II certified with a recertification date of October 1, 2016 and required to have 40 CLPs. John Smith completes 80 CLPs of the 80 CLPs due for FAC-C by September 30, 2015. John Smith can apply 40 CLPs of the 80 CLPs completed for FAC-C recertification to meet the FAC-COR recertification requirements (20 CLPs of acquisition specific training and 20 CLPs of acquisition related technical training/activities) due October 1, 2016. John Smith must submit an “Achievement Request” in FAITAS to the supervisor for approval and the supervisor submit the achievement request for final FAC-COR recertification approval. Also, John Smith must submit an “Achievement Request” in FAITAS to the supervisor for approval and the supervisor must submit the achievement request for final FAC-C recertification approval. Remember, these are two different FAC program certifications.

(2) For example, Jane Smith was FAC-P/PM certified on October 1, 2014 with a recertification date of October 1, 2016 and required to have 80 CLPs. Jane Smith is also FAC-COR Level III certified with a recertification date of October 1, 2016 and required to have 40 CLPs. Jane Smith completes 79 CLPs of the 80 CLPs due for FAC-P/PM by September 30, 2015. Jane Smith can apply 40 CLPs of the 79 CLPs completed for FAC-P/PM recertification to meet the FAC-COR recertification requirement (20 CLPs of acquisition specific training and 20 CLPs of acquisition related technical training/activities) due October 1, 2016. Jane Smith must submit an “Achievement Request” in FAITAS to the supervisor for approval and the supervisor submit the achievement request for final FAC-COR recertification approval. Also, after Jane Smith completes 1-more CLP and the CLP is approved by the supervisor, she must submit an “Achievement Request” in FAITAS to the supervisor for approval and the supervisor must submit the achievement request for final FAC-C recertification approval. Remember, these are two different FAC program certifications.

Individuals should consult with the Bureau Continuous Learning Manager (BLCM) for any clarifications, questions, or concerns in these circumstances.

*(h) Continuous Learning Requirements.*

FAC-COR certification continuous learning achievement is valid for 2 years from the date of initial certification or recertification. To maintain FAC-COR certification, individuals are required to earn CLPs of skills currency training every 2-years prior to the end of continuous learning (CL) period. The 2-year CL period begins in FAITAS upon approval of an initial certification request or with the approval of the continuous learning “Achievement Request” at end of a current CL recertification period.

Mandatory training is prescribed by the SPE as described in this policy. Mandatory training is considered acquisition specific training and accounts for up to 12.50 CLPs. The remaining CLPs must be earned through additional trainings, activities, or events to meet the training requirements as prescribed in this policy.

FAC-COR holders are responsible for tracking and maintaining individual training records, monitoring and managing their acquisition training needs, and notifying their immediate supervisors of ongoing training requirements for maintenance of their certifications.

The supervisor monitors the continuous learning requirements to ensure their employees’ FAC-COR certifications remain in good standing.

The ACM and BCLM monitor the continuous learning requirements to ensure certifications remain in good standing.

Continuous learning training/activities/events must have supporting documents when requesting CLPs in FAITAS.

Continuous learning activities must be related to acquisition management, acquisition related technical training/activities/events, or project/program management in support of the COR duties and responsibilities. These activities include, but are not limited to the following:

- (1) Training activities, such as teaching, self-instructed study, and mentoring;
- (2) Courses completed to achieve certification at the next higher level;
- (3) Professional activities, such as attending/speaking/presenting at professional seminars/symposia/conferences, publishing papers, and attending workshops;
- (4) Educational activities, such as formal training and formal academic programs; and
- (5) Experience, such as developmental or rotational assignments.

EPA Guidance on Meeting the Requirement for Continuous Learning Points is located on the OAM’s Training webpage at <http://oamintra.epa.gov/node/565>.

A listing of all CORs with current certifications in FAITAS will be posted on the OAM Training page under Certified COR Listing. EPA’s Certified COR listing may be found on the OAM’s webpage <http://oamintra.epa.gov/?q=node/18> and click: **Search for Acquisition Certifications**. This listing is updated every 14 business days.

To supplement the above-mentioned EPA Certified COR Listing, an existing Lotus Notes database was modified to assist EPA Program Offices to provide organizational-specific information on the status of its certified CORs. This data merges the FAITAS’ certification

status with the employee's Domino directory organizational data. Upon request to the OAM's [OAMTraining@epa.gov](mailto:OAMTraining@epa.gov) group mailbox, a link to this database will be provided.

*(i) Mandatory Training for Recertification.*

Mandatory training requirements for FAC-COR holders are determined by OAM to comply with statutory and regulatory guidance (such as the Duncan-Hunter National Defense Authorization Act); Agency requirements based on Office of Inspector General reviews and audits; and OAM contract management reviews. *Mandatory training is considered acquisition specific training.* The follow training courses are mandatory beginning October 2, 2014 in accordance with this policy. The following instructions apply:

(1) All new individuals requesting FAC-COR certification must take the mandatory training courses once before the end of the *next* recertification training cycle. Exception: All courses taken in the initial FAC-COR certification process for Level I, Level II, and Level III should not be taken again as part of the mandatory training for recertification.

(i) For example if the FAC-COR holder recertification training cycle ended October 1, 2014, the *next* recertification training cycle starts October 2, 2014 and ends October 1, 2016.

(ii) For example, if the FAC-COR holder is in the middle of a recertification cycle that ends March 1, 2015, the *next* recertification training cycle starts March 2, 2015 and ends March 1, 2017.

(2) All FAC-COR holders requesting recertification due to a revoked (expired) FAC-COR certification must take the mandatory training courses once before the end of their *next* recertification training cycle. If, for example, the current cycle is March 21, 2014 - March 20, 2016, the *next* cycle is March 21, 2016 - March 20, 2018. Exception: All courses taken to reinstate a revoked FAC-COR certification for should not be taken again as part of the mandatory training for recertification.

(3) As of October 2, 2014, all FAC-CORs holders must take the mandatory training courses *once* during their next recertification cycle. Exception: If courses were taken during a previous recertification cycle, these individual shall not retake the completed courses. For recertification, these individuals must find other training/activities/events to meet the required number of CLPs to maintain their current FAC-COR certification level. These individuals will use the following procedures to record prior training completed (procedures are also be located on the OAM training home page at <http://oamintra.epa.gov/?q=node/18>, click FAC-COR Program):

*(j) Recording Mandatory Training Taken in a Prior Recertification Period.*

(1) For the individuals who have previously taken any or all of the Mandatory Training courses in a prior recertification period (training cycle), they should not retake such training again during the current recertification cycle.

(i) For example, if the FAC-COR holder's recertification training cycle ended October 1, 2014, the next recertification training cycle starts October 2, 2014 and ends October 1, 2016.

(ii) For example, if the FAC-COR holder is in the middle of a recertification training cycle ending March 1, 2015 (i.e., current cycle is March 2, 2013 - March 1, 2015) the next cycle is March 2, 2015 - March 1, 2017.

(2) For recertification, these individuals must find other training/ activities/ events to meet the required number of CLPs to maintain their current FAC-COR certification level.

(3) These individuals must record **all** previously completed training as **one entry** into the FAITAS Continuous Learning Module. This is a 1-point request. The 1-point validates the request and moves it forward in the FAITAS system's workflow process. The following steps explain how to record mandatory training taken in a prior recertification period in FAITAS:

**Event Name: Mandatory Training Completed During a Prior Recertification Period**

**Event Description:** (List all prior completed training)

For example:

**(Completed April 10, 2012):** FAC 034 Interagency Acquisition Basics Course (1 CLPs)

**(Completed April 18, 2013):** CLC 051 Managing Government Property in the Possession of Contractors (2 CLPs)

**(Completed April 20, 2014):** FAC 018 Green Purchasing for Civilian Acquisition (2 CLPs)

**Event Type:** Training (classroom or online)

**Start Date:** (This is the date you are submitting the request for CLPs)

**End Date:** (This is the date you are submitting the request for CLPs)

**Number of Points Requested:** 1

**Supporting Documentation:** Attach a signed memo with previous courses taken with dates to support this training request for supervisor's approval in FAITAS. **Note:** any courses taken in FAITAS are included in the individual's account training history file.

(4) Table III shows the mandatory training courses that must be taken by all current FAC-CORs holders during their next recertification cycle beginning October 2, 2014, except as mentioned above. Training is prescribed by the SPE and subject to changes in accordance with DAU and FAI online curriculum updates and changes. Updates to mandatory training will be posted on the OAM training home page under FAC-COR Program at <http://oamintra.epa.gov/?q=node/18>. Future mandatory training requirements will be disseminated by email to all current FAC-COR holders. This is NO COST training.

**Table III - Mandatory Training for Recertification (Acquisition Specific Training)**

Starting October 2, 2014, this training is to be taken only once time during the COR's next recertification cycle, regardless of end date.

<p><b>CLC 051 Managing Government Property in the Possession of Contractors (2 CLPs)</b> Register for this course at <a href="https://faitas.army.mil/faitas/">https://faitas.army.mil/faitas/</a> (Manage Career-Training-Search for Training-Continuous Learning Modules)</p>
<p><b>FAC 018 Green Purchasing for Civilian Acquisition (2 CLPs)</b> Register for this course at <a href="https://faitas.army.mil/faitas/">https://faitas.army.mil/faitas/</a> (Manage Career-Training-Search for Training-Continuous Learning Modules)</p>
<p><b>FAC 034 Interagency Acquisition Basics (1 CLP)</b> Register for this course at <a href="https://faitas.army.mil/faitas/">https://faitas.army.mil/faitas/</a> (Manage Career-Training-Search for Training-Continuous Learning Modules)</p>
<p><b>CLC 104 Analyzing Profit or Fee (1 CLP)</b> Register for this course at <a href="https://faitas.army.mil/faitas/">https://faitas.army.mil/faitas/</a> (Manage Career-Training-Search for Training-Continuous Learning Modules)</p>
<p><b>Buying Accessible E &amp; IT- 508 Compliance (1.25 CLPs)</b> - This training can be found on the Section508.gov website at <a href="https://www.section508.gov/">https://www.section508.gov/</a> under 508 Universe Training.</p> <p><b>OR</b></p> <p><b>FAC 049: Section 508: What Is It And Why Is It Important To You? (1 CLP)</b> Register for this course at <a href="https://faitas.army.mil/faitas/">https://faitas.army.mil/faitas/</a> (Manage Career-Training-Search for Training-Continuous Learning Modules)</p>
<p><b>CLC 065 Suspension and Debarment (1 CLP)</b> Register for this course at <a href="https://faitas.army.mil/faitas/">https://faitas.army.mil/faitas/</a> (Manage Career-Training-Search for Training-Continuous Learning Modules)</p> <p><b>OR</b></p> <p><b>Suspension &amp; Debarment (2 CLPs):</b> View the FAI recorded Acquisition Learning Seminar Video, entitled “ALS: Suspension and Debarment” at <a href="http://www.fai.gov/drupal">http://www.fai.gov/drupal</a> (Training-Video- Suspension &amp; Debarment). Note: You will not get a certificate from FAI for viewing the video. To receive credit for viewing of the video, you have to enter the training in the FAITAS Continuous Learning Module as “Viewing of FAI Suspension &amp; Debarment Training Video” for 2 CLPs. The supervisor must approve the CLP request in FAITAS as verification that the video was watched.</p> <p><b>Note: If you attended the FAI Suspension &amp; Debarment webcast on February 27, 2013, you have completed this training requirement.</b></p>
<p><b>CPARS Overview (2 CLPS)</b> – This training is located at <a href="http://www.cpars.gov/">http://www.cpars.gov/</a>. On the top of the page, Click on the “Training” tab; under “<b>Instructor Led Web Online Training</b>”; Click “<u>more info</u>”.</p> <p><b>AND</b></p> <p><b>Quality and Narrative Writing (1.25 CLPS)</b> – This training is located at <a href="http://www.cpars.gov/">http://www.cpars.gov/</a>. On the top of the page, Click on the “Training” tab; under “<b>Instructor Led Web Online Training</b>”; Click “<u>more info</u>”.</p>

### 1.6.5.11 FAITAS Continuous Learning Module (CLM).

The CLM will automatically document training taken through FAI and the Defense Acquisition University (DAU) with a registration in FAITAS. Employees can upload documents for training taken to outside the FAI/DAU training environment in the CLM. Documents or files cannot be larger than 4 MB.

When the FAC-COR holder adds CLPs in “My Continuous Learning Request” in FAITAS, the file flows to the supervisor for review/approval. Upon completion of the required number of CLPs based on the certification level, the FAC-COR holder must submit the “My Achievement Request” to the supervisor for approval; the supervisor submits the “Achievement Request to the BCLM who will verify if training meets the CLP requirements guidance and approve/disapprove the achievement request for recertification. Once the BCLM approves the “Achievement Request”, the recertification process is complete.

FAITAS creates a Continuous Learning “Certificate of Achievement” which validates recertification achievement of the required number of CLPs to maintain certification into the

next recertification cycle. The new CL period does not start until the current CL period ends. For example, for FAC-COR holders with a current CL period of 10/2/2012 to 10/1/2014; when the recertification achievement current period officially closes in FAITAS, the CL period is reset as 10/2/2014 to 10/1/2016.

All FAC-COR holders with a certification date other than 10/1/2010 will not have the same CL cycle for recertification as those with a certificate date of 10/1/2010. These FAC-COR holders' CL cycle will be based on the actual date of certification approved in FAITAS. For all individuals that requested initial certification in FAITAS, the CL period is generated by FAITAS based on the certification approval date. ***The original certification date on the FAC-COR certificate will not change.*** The "Achievement Request" is what shows that a FAC-COR holders is in a current status for maintaining the certification for the next cycle.

#### **1.6.5.10 Performance Accountability.**

##### *(a) General Framework.*

Sound contract management depends on the effective execution of COR responsibilities. CORs protect the Agency's interests by ensuring that: the government receives services and items that meet contract requirements for quality and quantity, contractor performance is timely, and payments to contractors are appropriate. Given the importance of the COR's duties and responsibilities, the COR must dedicate the necessary resources (e.g., sufficient time and management attention) to, and be accountable for the performance of those duties and responsibilities consistent with the size, scope and complexity of the acquisition(s) under their cognizance.

##### *(b) COR Performance Plans.*

As a condition for granting and retaining a delegation of COR authority, the nominating supervisor must certify as part of the nomination package that, at a minimum, the COR duties, responsibilities, and authorities that are delegated to the employee will be appropriately addressed as part of the standards and measures under an established Critical Element(s) of the employee's Performance Plan consistent with the nominating organization's established Performance Appraisal Rating System (PARS). This does not preclude the nominating supervisor's ability to establish a Critical Element(s) specific to the employee's COR duties, responsibilities, and authorities; however, establishment of a separate critical element must follow the organization's established PARS system policy procedures (contact the office of Human Resources Management for procedures).

Supervisors may incorporate the CO's written delegation of COR authority as an attachment to the employee's Performance Plan. In addition, supervisors are encouraged to obtain advisory input from the cognizant CO(s) regarding the employee's performance of COR duties and responsibilities.

##### *(c) COR Nomination Procedures.*

The COR nominating supervisor should collaborate with the CO as early as practicable during the acquisition planning process to determine what FAC-COR level certification is needed for a contract (s) prior to nominating a COR nominee. Supervisors initiate the appointment process by nominating a FAC-COR certified employee to serve on a particular contract (s). By signing Form 1900-65b, the supervisor is certifying that the COR nominee will have appropriate performance standards and measures under an established critical element(s) in the COR nominee's performance appraisal plan that addresses the COR delegated duties and responsibilities, if appointed.

EPA Form 1900-65b is submitted to the CO by the COR nominee's supervisor. The CO will send a signed copy of this form back to the nominating supervisor with approval or deny approval with reason. If approved, the CO will respond to the nomination, in writing, to both the COR nominee and the COR nominee's supervisor with a COR Appointment Memorandum. After the CO approves the EPA Form 1900-65b, the supervisor must ensure that it is uploaded in EAS as a requirements' document in support of the contract planning process (assisting with the development of the technical requirement or quality assurance plan), as well as the evaluation/award/administration phases of the acquisition process.

When nominating an employee from another Federal Agency as a COR, the nominating official shall be the EPA program office manager who will be responsible and accountable for overseeing the nominee's performance. CORs who work for other agencies must:

- (1) Complete the training required by this policy;
- (2) If applicable: file the Office of Government Ethics Form 450, Confidential Financial Report, with the cognizant Deputy Ethics official within their respective Agency; and
- (3) Comply with EPA's contract policies and procedures.

The supervisor need only submit one EPA Form 1900-65b per COR under the contract for each work assignment, delivery order, or task order under that contract as long as the COR continues to perform duties and responsibilities at the same COR level. A new EPA Form 1900-65b must be submitted when a COR level goes from Level I to Level II or Level II to Level III. Once a COR is appointed under a specific contract, there is no need to submit additional forms for each work assignment, delivery order, or task order under that contract. The supervisor may need to submit a separate EPA Form 1900-65b for other contract level CORs.

If the nominee is appointed, the CO shall provide written instructions in the COR appointment memorandum regarding the COR's duties and responsibilities under the contract to both the COR and his or her supervisor. For the COR function to be successfully performed, it is imperative that the COR understands the role he or she plays and effectively carries out his or her responsibilities. Therefore, the COR and his/her supervisor must sign the appointment letter acknowledging acceptance of the COR's duties and responsibilities.

*(d) COR Appointment Procedures.*

When appointing a COR, the CO shall consider the requirements as well as the complexity and dollar value of the acquisition. The COR Appointment Memorandum (see Appendix H) is the first step in delineating the type of COR delegated and what is expected of the COR. When used effectively, this memorandum is a basis for monitoring COR performance and providing ongoing feedback. The CO shall tailor the appointment memorandum for each type of COR duties and responsibilities required to support the type of acquisition listed.

(1) Before a CO appoints a COR, the CO must be assured that the COR is free of conflicts of interest and has the technical capability to perform the required administrative and oversight functions for the particular acquisition. The supervisor and COR signatures on the EPA Form 1900-65b validates that the COR is free of conflicts of interest for the CO prior to appointment.

(2) The CO will determine the level of COR needed to support a specific contract action (to include complex simplified acquisition procedures orders, purchase orders, work assignments, and tasks orders placed under GSA MAS contracts, GWACs, and MACs), and will advise the program office of this decision as early into the acquisition process as practical. If an individual is performing pre-award tasks, such as requirements determination, quality assurance plans, and proposal evaluation, it is highly recommended that the CO issue a COR appointment memorandum at that time to address both pre-award and post-award responsibilities. This ensures that the COR is familiar with the requirements of the contract under which he/she will support contract administration activities.

(3) Conditions favoring the need for a COR include, but are not limited to: cost-type contracts; service contracts; high visibility or otherwise sensitive contracts; large, complex, or high-risk awards; awards subject to testing requirements; performance-based acquisitions; etc. COR appointments are required for all architect-engineer (A&E) services, construction contracts, and contracts performed outside the United States. Appointment of a COR is generally not necessary when oversight duties are limited to verifying the quantity and quality of delivered items.

(4) A CO will appoint an individual to be a COR based on his/her determination regarding the technical, professional, and administrative qualifications of the individual. COs may require a COR to complete additional training if deemed necessary for the successful administration of a contract.

(5) CORs cannot re-delegate or assign their acquisition duties to another person. **Note:** The COR's supervisor does not have the authority to "fill-in" for the COR, perform COR duties, oversee, or direct the contractor unless the supervisor has been appointed by the CO as a COR under the contract vehicle. Only a COR who is appointed by the cognizant contract CO may perform these functions.

(6) If a COR or alternate is not available to perform COR duties, the CO is ultimately responsible for ensuring performance and all necessary actions to comply with the terms and conditions of the contract.

(7) One COR cannot sign for another COR since the COR's authority is contract-specific.

- (8) The program office must nominate, and the CO must appoint an alternate COR to act in the absence of the COR, such as when the COR is on leave or travel. This is required by OCFO to ensure that the Agency meets the 30-day turnaround period on invoice approval per FAR Subpart 32.9 - Prompt Payment.
- (9) The training and experience requirements for the alternate COR must be identical to those of the COR, e.g., an alternate contract-level COR must meet all the training and experience requirements established for the primary COR.
- (10) The CO will define the appointment duration in the written delegation of authority and has the right to revoke the delegation in writing. The COR does not have the authority to re-delegate his or her COR appointment. Appendix H provides a COR Appointment Memorandum template for written appointments and can be tailored as needed. The CO's authority to bind the Government may not be delegated to a COR.
- (11) Before the COR signs the COR appointment memorandum, the CO shall ensure that the COR duties, responsibilities, and limitations are explained to the COR and that COR understands these duties, responsibilities, and limitations.
- (12) After the CO, COR and COR supervisor have signed the appointment memorandum, the CO must furnish one copy of the signed COR appointment memorandum to the COR with a copy to the COR's supervisor.
- (13) The CO shall maintain a signed copy of each COR's Nomination Form, Appointment Memorandum, and all other appointment notification letters in the official contract file.
- (14) If a contract has a base and option periods, COs shall verify each COR's certification status before appointment to the base year contract and before exercising any option periods.
- (15) The CO should frequently check the EPA's Certified COR listing that is found on the OAM's webpage <http://oamintra.epa.gov/node/421> for current certified CORs. This list includes the CORs name, Certification level, Training cycle start date, Training cycle end date, CLPs approved status, Current certification status as of the date the report is posted. This listing is updated every 14 business days.
- (16) The CO should ask the COR for a copy of their current certification and a copy of the current "Achievement Request" (if this is not a new COR certification) before appointment of the COR so this documentation can be included in the contract file. The CO should also request a copy of the "Achievement Request" every continuous learning period to validate recertification is current so this documentation can be included in the contract file. Both documents are part of the COR's certification record which can be downloaded at any time and provided by the COR to the CO. This helps the CO keep oversight on whether a COR has a current certification or not.

#### **1.6.5.11 Program Assistance.**

The SPE serves as the overall Agency coordinator for policy, guidance, and certification requirements for the FAC-COR program. FAC-COR holders should contact the ACM on issues related to certification requirements and availability of training. FAC-COR holders should contact his/her CO for guidance on nomination and appointment requirements and processes. The ACM, in conjunction with the BCMs will provide advice on continuous learning training activities. The OAM Policy Branch will provide guidance on FAR and EPAAR requirements.

#### **1.6.5.12 Review of Delegated Duties.**

The CO shall meet with the COR in person, if practical, or have a conversation by phone, to ensure that the COR understands his/her duties, roles and responsibilities in regard to the contract vehicle and associated Agency specific processes and requirements for contract management. CORs should be informed that their duties, responsibilities, and obligations are limited to those articulated in their appointment letter and must be exercised in accordance with Agency policy. On a periodic basis, the CO and contract-level COR should discuss key issues related to communication, workflow planning and processes, and contractor performance. This may be accomplished by telephone for remote locations or through regularly scheduled progress meetings. During these meetings, the CO will review and provide feedback on the COR's performance of delegated contract administration functions, such as appropriate use of contractor services, and timely and thorough review of invoices and monthly progress reports. The CO should promptly inform the COR of any problem with the COR's performance of delegated functions and provide an opportunity for the COR to correct the problem. For continuing concerns with performance or conduct, the CO will consult with the COR's supervisor to resolve the problem.

Likewise, the contract-level COR should have periodic status reviews with work assignment, delivery or task order CORs under his/her contract to discuss contractor performance issues and to monitor the COR's performance of contract administration functions. This assessment may take place when the contract-level COR reviews delivery order, task order, or work assignment request packages, work plans, monthly progress reports, vouchers, and close-out documentation from the CORs. The contract-level COR should promptly inform the CO and the affected COR of any problem with the COR's performance of delegated functions and provide an opportunity for the COR to correct the problem. For continuing concerns with performance or conduct, the contract-level COR shall notify the CO who will consult with the COR's supervisor to resolve the problem. Additionally, at any time, the CO has authority to review and monitor the performance of work assignment, delivery or task order CORs. As stated earlier, supervisors are encouraged to seek feedback from the cognizant CO when preparing the performance evaluation of an employee with COR responsibilities.

#### **1.6.5.13 Rescission of Appointment.**

During the administration of a contract, it may be necessary to rescind a COR's appointment. There are three primary reasons such action may be necessary: (1) Administrative (transfer, retirement, etc.), (2) Poor Performance of appointed duties and responsibilities, or (3) inappropriate ethical conduct.

(a) In these cases, the CO may unilaterally rescind the COR's appointment by notifying the COR and his or her supervisor in writing. Likewise, the COR's immediate supervisor may revoke the COR simply by notifying the CO of the need to replace the COR and nominating a successor COR. In either case, the CO will issue a COR Rescission of Appointment Memorandum (see Appendix I) to the COR through the COR's supervisor. A copy of this letter will be maintained in the official contract file.

(b) Circumstances for removing a COR for performance or conduct reasons include, but are not limited to:

(1) A COR has violated the FAR or Agency policies, guidelines, and/or limitations within the appointment memorandum.

(2) A COR has demonstrated an inability or unwillingness to carry out his or her appointed duties and responsibilities, thus jeopardizing the Government's contractual interest.

(3) A COR has an actual violation of the Standards of Ethical Conduct, an appearance of impropriety, or other ethical issues which preclude the employee from serving as a COR. A COR must attest to ethical standards of conduct for employees of the Executive Branch on the COR nomination form.

(4) A COR has willfully acted with apparent authority and entered into an unauthorized commitment with the contractor.

(c) If the reason necessitating the rescission is not resolved by either the COR, the COR's supervisor, or the Senior Resources Official (SRO), the CO will forward a copy of the rescission appointment letter with all supporting documentation to the OAM Director for a decision of rescission or termination.

(d) Due consideration will be given to the impact on the COR.

(e) Proposed rescission of a COR appointment letter shall be reviewed and approved by the CO's immediate supervisor.

(f) For regional COs, where the CO's supervisor may not be a GS-1102, the proposed rescission of appointment shall be reviewed and approved by the Manager of the Program Management and Regional Coordination Service Center (PMRCSC) in the Superfund/RCRA, Regional Procurement Operations Division (SRRPOD) in OAM.

(g) The CO, through the CO's immediate supervisor, will provide a written advance notification letter to the COR and the COR's supervisor indicating the COR's appointment will be rescinded, the anticipated date of the rescission, and the reason(s) for the rescission.

(h) For regional COs, where the CO's supervisor is not a GS-1102, the written advance notification letter will be routed through the PMRCSC Manager.

(i) The COR will be granted 10-business days from receipt of the rescission notification letter to review and respond to this action. During this time period, the COR may request review of the action by the OAM Director for consideration.

(j) In an extreme situation, the CO may obtain a waiver from the OAM Director to issue an immediate recession of COR's appointment letter. In these cases, the OAM Director's approval to waive the review will be noted in the rescission notification.

(k) If the COR's supervisor wants to re-nominate the COR to the contract at a later date, the supervisor must demonstrate resolution of the situation leading to the rescission, e.g. counseling, formal COR refresher training, on-the-job training, mentoring, and/or closer supervision of the re-nominated COR.

(l) After a proposed re-nomination action is reviewed and approved by the CO's supervisor or PMRCSC Manager, the CO, at his/her discretion, may reappoint the COR to the contract.

#### **1.6.5.14 Removal and Reinstatement from all Agency Acquisitions.**

(a) This section concerns the removal of a COR from all Agency contracts for cause, such as performance or conduct reasons. The OAM Director may permanently remove a COR's eligibility to serve on all Agency acquisitions for:

(1) Violation of Federal or Agency acquisition regulations and/or policies; or

(2) Failure to comply with Standards of Ethical Conduct for Employees of the Executive Branch, codified in 5 C.F.R. Part 2635 (1/1/99 Edition) as amended at 64 FR 2421- 2422 (Jan. 14, 1999) and 64 FR 13063-13064 (Mar. 17, 1999).

(b) Requests to remove an employee's COR eligibility may be initiated by the CO, a program office official, or the Inspector General. Such requests must address the grounds for requesting removal in a memorandum to the OAM Director. In coordination with the COR's SRO and supervisor, the Director will investigate the grounds for removal. If a determination is made to remove the COR, the OAM Director will issue a memorandum to the SRO with a copy to the COR and the COR's supervisor. As the Agency's SPE, the OAM Director is the deciding official as to whether an employee may continue to perform contract management functions.

The OAM Director may reinstate employees who have had their COR responsibilities withdrawn upon the written recommendation by the SRO. The recommendation for reinstatement must contain:

(1) A brief description of the circumstances of the withdrawal, and

(2) Steps taken or being taken to remedy the conduct or performance deficiency.

#### **1.6.5.15 Certification Oversight and Administration.**

*(a) Federal Acquisition Institute Training Application System (FAITAS)*

In the revisions to the FAC-COR, September 6, 2011 guidance, OFPP indicates the following: “Agencies are responsible for tracking their COR workforce, including its continuous learning requirements. CORs must ensure their training data is properly entered into the Federal Acquisition Institute Training Application System (FAITAS).”

For all civilian agencies, FAITAS is the official system of records for the FAC-COR program. Per OFPP, all contracting workforce professionals were required to be registered in FAITAS by January 1, 2014.

Individuals are responsible for uploading and maintaining certification supporting documentation in FAITAS. FAC-COR holders must enter and update their training information in FAITAS in a timely manner to reflect current training and certification status.

If FAC-COR holders experience trouble with FAITAS, an online e-help desk ticket must be submitted to FAI at <http://www.fai.gov/drupal/> (FAITAS- Login- Help-Contact Us-FAI Help Desk: Monday - Friday, 7:30 a.m. - 5:30 p.m. Call: (703) 752-9604 - [FAI Help Desk Ticket](#)).

(b) The Agency Certification Manager (ACM) will run FAITAS reports on a regular basis to monitor COR certification status and approve/disapprove pending certification requests.

(c) The Bureau Certification Manager (BCM) will publish a list of CORs with current certification from FAITAS. A listing of all CORs with current certifications in FAITAS will be posted on the OAM Training page under [Certified COR Listing](#). The EPA’s Certified COR listing may be found on the OAM’s webpage <http://oamintra.epa.gov/?q=node/18>- click: Search for Acquisition Certifications. This listing is updated every 14 business days.

**APPENDIX A**

 <b>CERTIFICATION OF THE CONTRACTING OFFICER'S REPRESENTATIVE (COR)</b>		
<p>This form is uploaded in FAITAS by an employee requesting an initial certification or new certification for an expired/revoked certification. A supervisor may request certification and subsequent recertification for any employee with experience performing acquisition and/or acquisition related duties or who might reasonably be called upon to perform such duties in the future. An employee and his/her supervisor may request FAC-COR certification and/or maintenance of FAC-COR certification even if the employee is not currently appointed, by a CO, as a COR for a particular contract (s) at the time of certification. Reference EPAAG Section 1.6.5-Contracting Officer's Representatives Three-Tiered Program Policy.</p>		
1a. Name of Nominee		b. Title, Series, and Grade
c. Mailing Address: Mail Code: Street Address: City, State & Zip Code:		d. Organization/Office:
		e. Phone Number:
		f. E-mail Address
2. This COR certification is for FAC-COR Level (Check appropriate FAC-COR Level required):		
<b>FAC-COR Level I</b>	<b>FAC-COR Level II</b>	<b>FAC-COR Level III</b>
<b>Initial Certification:</b> No Experience Required	<b>Initial Certification:</b> At least 1-year of acquisition related experience within the last 4-years	<b>Initial Certification:</b> At least 2-years of acquisition related experience on federal contracts with the last 4-years
<b>Initial Certification Required Training:</b> Minimum of 20 Hours	<b>Initial Certification Required Training:</b> Minimum of 54 Hours	<b>Initial Certification Required Training:</b> Minimum of 66 Hours
<b>Revoked or Expired Certification Required Training:</b> 16 Hours	<b>Revoked or Expired Certification Required Training:</b> 40 Hours	<b>Revoked or Expired Certification Required Training:</b> 40 Hours
<b>Note:</b> Training is prescribed by the SPE and subject to changes in accordance with DAU and FAI online curriculum updates and changes. FAC-COR Level I training requirements are located on the OAM Training page at <a href="http://oamintra.epa.gov/?q=node/18">http://oamintra.epa.gov/?q=node/18</a> , under FAC-COR Program. This is <b><u>NO COST</u></b> training.	<b>Note:</b> Training is prescribed by the SPE and subject to changes in accordance with DAU and FAI online curriculum updates and changes. FAC-COR Level II training requirements are located on the OAM Training page at <a href="http://oamintra.epa.gov/?q=node/18">http://oamintra.epa.gov/?q=node/18</a> under FAC-COR Program. This is <b><u>NO COST</u></b> training.	<b>Note:</b> Training is prescribed by the SPE and subject to changes in accordance with DAU and FAI online curriculum updates and change. FAC-COR Level III training requirements are located on the OAM Training page at <a href="http://oamintra.epa.gov/?q=node/18">http://oamintra.epa.gov/?q=node/18</a> under FAC-COR Program. This is <b><u>NO COST</u></b> training.
3. Certification and Experience		
a. <b>Certification:</b> I have a FAC-COR certification from another federal Agency or DoD DAWIA for level ____ attached (Y/N) ____		
b. <b>Experience</b> (if applicable): In an attached FAC-COR Functional Experience Transcript, describe your experience performing acquisition and/or acquisition related duties to support your request for certification. FAC-COR Functional Experience Transcript attached (Y/N) ____		
c. I understand that my assignment as COR is dependent upon my Supervisor's nomination and the subsequent appointment by the CO.		
4. I affirm that the employee will have sufficient time to obtain the required continuous learning points to maintain certification at the appropriate FAC-COR Level every 2-years starting the day after the initial/reinstated certification is approved. I understand that if the CLP requirements are not met, the employee's certification will be revoked and the individual will be required to comply with the procedures described in the policy for reinstatement of certification at the same level.		
4a. Name of Employee's Immediate Supervisor		4b. Signature of Employee's Immediate Supervisor
		4c. Date
		4d. Phone Number
5a. Signature of Applicant		5b. Date

EPA Form 1900-65a (Rev.12-14) All previous editions of this form are obsolete. Electronic and Paper Copies Acceptable.

**APPENDIX B**



**NOMINATION OF THE CONTRACTING OFFICER'S REPRESENTATIVE (COR)**

This form is submitted by the COR nominee’s supervisor to the cognizant contracting officer (CO) within the Office of Acquisition Management or Regional Contracting Office. The CO will send a signed copy of this form back to the nominating supervisor with approval or deny approval with reason. If approved, the CO will respond to this nomination, in writing, to both the COR nominee and the COR nominee’s supervisor with a COR Appointment Memorandum. For additional information on the requirements for being a COR. Reference EPAAG 1.6.5 - Contracting Officer’s Representatives Three-Tiered Program Policy.

1a. Name of Nominee	b. Title, Series, and Grade
c. Mailing Address: Mail Code: Street Address: City, State & Zip Code:	d. Organization/Office:
	e. Phone Number:
	f. E-mail Address

2. This COR nomination is for FAC-COR Level (Check appropriate block):

COR Type	FAC-COR Level I	FAC-COR Level II	FAC-COR Level III
Contract Level COR			
Delivery Order COR			
Work Assignment COR			
Task Order COR			
IA COR			
Simplified Acquisition COR			
Foreign Contract COR			
Alternate COR			
Other (Specify): _____			

3. Certification and Experience

a. **Certification:** Current FAC-COR certification level \_\_\_\_\_ certificate attached (Y/N) \_\_\_\_\_

b. **Current CL Achievement Certificate** (if applicable): Valid to \_\_\_\_\_ attached (Y/N) \_\_\_\_\_

4. Contract Number:

5. I find that the nominee is technically proficient and is certified at the appropriate FAC-COR Level for this nomination. I affirm that, if appointed, the COR will be provided sufficient time to execute the duties of a COR and to maintain certification through completion of required CLPs for the appropriate FAC-COR Level. I certify, if the COR nominee is appointed, that the PARs agreement for the COR nominee includes applicable language related to COR duties and responsibilities. I will notify the CO immediately if there is a need to change the appointed COR and nominate a replacement COR for the contract(s).

5a. Name of Nominee's Immediate Supervisor	5b. Signature of Nominee's Immediate Supervisor
	5c. Date <span style="float: right;">5d. Phone Number</span>

6. I understand that my appointment as a COR is dependent on adequately performing my COR duties, following ethical standards of conduct for employees of the Executive Branch, and maintaining certification as prescribed in this policy. If any of these conditions are not met, I may be removed as the COR from this contract(s). I cannot redelegate my COR duties. In the event that I am unable to continue performing my COR duties, I will contact my supervisor and the contracting officer immediately. If applicable: I have filed the Office of Government Ethics Form 450, Confidential Financial Report, with the cognizant deputy Ethics official.

6a. Signature of Nominee	6b. Date
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**Contracting Officer’s Use Only**

I approve of the above nominated COR for FAC-COR level \_\_\_\_.

I deny approval of the above nominated COR for FAC-COR level \_\_\_\_ . Reason: \_\_\_\_\_

Contracting Officer Name (Print): \_\_\_\_\_ Signature: \_\_\_\_\_ Date: \_\_\_\_\_

**APPENDIX C**  
**DUTIES THAT MAY BE PERFORMED BY CONTRACT-LEVEL CORs,**  
**IF DELEGATED BY THE CO**

In this Appendix, the Agency-unique steps are listed and applicable Agency guidance is referenced. This list is not intended to be a standard operating procedure for contract management functions. **The COR appointment letter provides the delegated duties and responsibilities of the COR.**

**A. Prepare a Requirements Package**

1. Forecasting Requirements - Estimate Program Office lead time, available funding, and total acquisition costs, as part of the acquisition planning process and in support of the programming and budgeting process Reference: Environmental Protection Agency Acquisition Guide (EPAAG), Chapter 7-Acquisition Planning, <http://oamintra.epa.gov/node/521>.
2. Communicating with Industry - Follow the standards in the Office of Acquisition Management's (OAM) document, "EPA Vendor Communication Plan - Revised Mar 2012" which provides general guidelines regarding the types of info that may be shared with the public, primarily in the context of procurement opportunities. The OAM Flash Notice is located at <http://oamintra.epa.gov/node/419>; and with EPA Order 1900.1A, Interacting with Contractors.  
  
For more information on communicating with industry, the following resources are located at <http://oamintra.epa.gov/node/395>:
  - i. EPA Vendor Communication Plan-Revised Mar 2012.doc
  - ii. Acquisition Collaboration Toolkit.docx
  - iii. Instructions for Posting Collaboration Events.docx
  - iv. Program Managers Guide.pdf
3. Acquisition Planning - Perform the tasks as described in EPAAG Chapter 7- Acquisition Planning and Section 7.1.1)-Acquisition Planning. Acquisition planning helps the program office facilitate meeting the Agency's small and disadvantaged business utilization and other socio-economic goals. The EPAAG is located at <http://oamintra.epa.gov/node/521>.
4. Procurement Action Lead Times (PALT) - In order to ensure adequate lead time, acquisition planners should use the Procurement Action Lead Times (PALT) in EPAAG Chapter 7 as a guideline for when to initiate the procurement. The procurement is initiated by submitting an Advanced Procurement Plan (APP) and a Requisition in EAS. Once the procurement is initiated, the Acquisition Planning Team (APT) will work together to perform all aspects of acquisition planning and prepare the final procurement package. Details as to what should be included in the procurement package can be found in EPAAG Chapter 7.

5. Ordering Work Under The Contract - Review procurement packages submitted for work assignments, delivery orders, or task orders to ensure the package is current, accurate, and complete before forwarding to the CO for action. Ensure that the procurement package identifies vulnerable and sensitive services, potential conflicts of interest, as well as appropriate management controls. Track orders placed under the contract.

## **B. Government Property**

In accordance with Chapter 7 - Acquisition Planning and Chapter 45 - Government Property of the EPAAG, (<http://oamintra.epa.gov/node/521>), identify and justify the use of Government property under the contract. Properly transfer, monitor the use and properly dispose of Government Property under the contract.

## **C. Property/Facility Management and Real Property**

Adhere to all guidelines in the Federal Management Regulation: Subchapter C—Real Property; Part 102-74—Facility Management, when utilizing government facilities during contract administration. This document can be found at:

<http://www.gsa.gov/portal/ext/public/site/FMR/file/Part102-74.html/category/21859/>

## **D. Technical Assistance**

1. In accordance with EPA Acquisition Regulation (EPAAR) Part 1515 ([http://www.ecfr.gov/cgi-bin/text-idx?tpl=/ecfrbrowse/Title48/48cfrv6\\_02.tpl](http://www.ecfr.gov/cgi-bin/text-idx?tpl=/ecfrbrowse/Title48/48cfrv6_02.tpl)) and OAM's Source Selection Guide, develop technical evaluation criteria, chair the technical evaluation panel, evaluate offers, coordinate the consensus documentation, and prepare the technical evaluation panel report justifying the panel's findings. Draft questions for fact finding, discussions, and pre-negotiation position on technical proposals.

2. Technical Evaluation of Work Plans and Delivery Order Staffing Plans - Prepare detailed findings and recommendations on the reasonableness of the proposed tasks, labor hours and mix, materials and quantities, etc., based on comparison with the performance work statement (PWS) / statement of work (SOW) and the independent Government estimate. In accordance with OAM's Source Selection Guide, conduct evaluations of offers received under multiple award contracts.

3. Provide technical direction to the contractor as prescribed in EPAAR 1552.237-71 Technical Direction and EPA Order 1900-1A, Interacting with Contractors.

## **E. COR Workplan**

1. Set-up a file system containing all relevant documentation including the basic contract, list of CORs under the contract, all correspondence and meetings related to the contract, technical direction, contract deliverables received and reviewed, payment file and other items that will provide an audit trail of the contract-level COR's actions under the contract. Maintain files in accordance with Agency National Records Management Program policy

(<http://www.epa.gov/records/policy/index.htm>). Guidance on maintaining EPA Series 202, Contract Management Records, is available on the Intranet at: <http://www.epa.gov/records/policy/schedule/sched/202.htm>

2. Protect information that is prohibited from disclosure by law, such as trade secrets and privileged or confidential commercial or financial information, and certain interagency and intra-agency pre-decisional deliberative communications. Protect information about individuals when disclosure would constitute a clearly unwarranted invasion of personal privacy. Protect records or information compiled for law enforcement purposes, if certain interests would be harmed by release, including when disclosure could reasonably be expected to interfere with enforcement proceedings or to constitute an unwarranted invasion of personal privacy.

#### **F. Post Award Orientation**

1. Be familiar with the terms and conditions of the contract and the PWS/SOW. Know who the key players are (CO, CORs, and Contractor's Project Manager) and understand their roles, responsibilities, and delegated authority. Know the proper method for ordering work (work assignment, delivery order, or task order) under the contract.
2. Coach delivery/task order or work assignment CORs in appropriate administrative processes and practices for ordering and overseeing work under the contract.

#### **G. Monitoring Contractor Performance**

1. In accordance with EPA Order 1900.1A - Interacting with Contractors, provide and document technical direction to the contractor, if permitted by the contract. Guard against inappropriate contractor services, such as personal services and inherently governmental functions.
2. Review monthly technical (i.e. work plans) and financial progress reports. Compare progress to contractor invoice charges. Consult with the CO on any potential problems identified through such reviews.
3. Know the standards of conduct that apply to employees of the executive branch. Treat contractors fairly and impartially. Avoid personal conflicts of interest, and prohibited activities, such as unauthorized commitments, directed subcontracting, and personal services.

#### **H. Inspection and Acceptance**

Ensure the timeliness and acceptability of all deliverables submitted by the contractor to ensure that the Government receives the supplies or services for which it is paying. Perform inspection of completed deliverables and certify acceptance or non-acceptance of deliverables that do not meet the contract requirements.

#### **I. Past Performance**

1. As required by FAR 42.15, complete contractor performance evaluations electronically by use of the Contractor Performance Assessment Reporting System (CPARS). The website for the System is <http://www.cpars.gov/>
2. For award fee contracts, accurately and promptly complete Performance Evaluation Reports, participate on award fee panels, and apply award fee factors.
3. In conjunction with the CO, provide documentation to the Office of Grants and Debarment concerning performance and related problems. Report any indicators of fraud and other misconduct to the CO, the Inspector General, and the Office of Grants and Debarment.

#### **J. Modifications**

Prepare purchase requests for modifications including appropriate documentation, such as a revised PWS and cost estimate. Document evaluation of the contractor's proposal (e.g, of the labor hours, materials, etc., incurred or proposed for the modification). Utilize EAS for submission of PR packages.

#### **K. Options**

Determine the need for contract options when planning an acquisition. At least 120 days prior to the required date of preliminary notice as set forth in the contract, recommend whether to exercise an option or not. Obtain the necessary commitment of funds. In a timely manner, provide the CO with a written recommendation indicating if the option should be exercised and supporting this decision in accordance with FAR 17.207.

#### **L. Delays**

Notify the CO about a delay in the delivery or performance schedule under the contract and the technical impact of this delay. Assist the CO in evaluating the contractor's response.

#### **M. Stop Work**

Identify potential conditions to stop work. If appropriate, recommend the CO issue a stop work order. Assist in discussions with the contractor and recommend to the CO when work can be resumed.

#### **N. Claims**

Notify the CO of potential disputes under the contract. Assist the CO in resolving disputes and in processing formal claims

#### **O. Remedies**

Notify the CO of performance failures and provide technical assistance to the CO, as appropriate.

**P. Termination**

Identify events that may lead to contract termination. Provide sufficient information to support pursuing the appropriate termination procedure.

**Q. Payment**

1. As detailed in EPAAG 32.9.1, review contractor invoices and approve for payment. If appropriate, suspend costs using EPA Form 1900-68.
2. Track funds expended against contract ceilings.
3. Maintain records on current billing/final indirect cost rates under the contract. Ensure contractor invoices reflect the appropriate rates.

**R. Closeout**

As detailed in the EPAAG 4.8.1, notify the CO when contractor performance is completed under the contract. Assist with closeout procedures.

## APPENDIX D-1

### **DUTIES THAT MAY BE PERFORMED BY OTHER TYPES OF CORs - DELIVERY (DO) /TASK ORDER (TO) COR, IF DELEGATED BY THE CO**

In this appendix, the Agency-unique steps are listed and applicable Agency guidance is referenced. The duties described below are meant to provide an overview of the types of functions performed by DO /TO CORs. This list is not intended to be a standard operating procedure for contract management functions. **The COR appointment letter provides the delegated duties and responsibilities of the COR.**

#### **A. Prepare a Requirements Package**

1. Acquisition Planning - Perform the tasks as described in the Environmental Protection Agency Acquisition Guide (EPAAG) Chapter 7 - Acquisition Planning and Section 7.1.1 - Acquisition Planning. Acquisition planning helps the program office facilitate meeting the Agency's small and disadvantaged business utilization and other socio-economic goals. The EPAAG is located at <http://oamintra.epa.gov/node/521>.
2. Procurement Action Lead Times (PALT) - In order to ensure adequate lead time, acquisition planners should use the Procurement Action Lead Times (PALT) in EPAAG Chapter 7 as a guideline for when to initiate the procurement. The procurement is initiated by submitting an Advanced Procurement Plan (APP) and a Requisition in EAS. Once the procurement is initiated, the Acquisition Planning Team (APT) will work together to perform all aspects of acquisition planning and prepare the final procurement package. Details as to what should be included in the procurement package can be found in EPAAG Chapter 7.
3. Ordering Work Under The Contract - Review procurement packages submitted delivery orders, or task orders to ensure the package is current, accurate, and complete before forwarding to the CO for action. Ensure that the procurement package identifies vulnerable and sensitive services, potential conflicts of interest, as well as appropriate management controls. Track orders under the placed contract.

#### **B. Government Property**

In accordance with Chapter 7 - Acquisition Planning and Chapter 45 - Government Property of the EPAAG, identify and justify the use of Government property under the contract. Properly transfer, monitor the use and properly dispose of Government Property under the contract.

#### **C. Government Owned Facility**

Adhere to all guidelines in the Federal Management Regulation: SUBCHAPTER C—REAL PROPERTY; Part 102-74—Facility Management, when utilizing government facilities during contract administration. This document can be found at <http://www.gsa.gov/portal/ext/public/site/FMR/file/Part102-74.html/category/21859/>.

#### **D. Technical Assistance**

Technical Evaluation of Work Plans and Task Order Staffing Plans - Prepare detailed findings and recommendations on the reasonableness of the proposed work, labor hours and mix, materials and quantities, etc., based on comparison with the Performance Work Statement (PWS) and the independent Government cost estimate. In accordance with Chapter 16- Types of Contracts, of the EPAAG, conduct evaluations of offers received under multiple award contracts.

1. In accordance with EPA Acquisition Regulation (EPAAR) Part 1515 ([http://www.ecfr.gov/cgi-bin/text-idx?tpl=/ecfrbrowse/Title48/48cfrv6\\_02.tpl](http://www.ecfr.gov/cgi-bin/text-idx?tpl=/ecfrbrowse/Title48/48cfrv6_02.tpl)) and OAM's Source Selection Guide, develop technical evaluation criteria, chair the technical evaluation panel, evaluate offers, coordinate the consensus documentation, and prepare the technical evaluation panel report justifying the panel's findings. Draft questions for fact finding, discussions, and pre-negotiation position on technical proposals.
2. Technical Evaluation of Work Plans and Delivery Order Staffing Plans - Prepare detailed findings and recommendations on the reasonableness of the proposed tasks, labor hours and mix, materials and quantities, etc., based on comparison with the performance work statement (PWS) / statement of work (SOW) and the independent Government estimate. In accordance with OAM's Source Selection Guide, conduct evaluations of offers received under multiple award contracts.
3. Provide technical direction to the contractor as prescribed in EPAAR 1552.237-71 Technical Direction and EPA Order 1900-1A, Interacting with Contractors.

#### **E. COR Work plan**

1. Set-up a file system containing all relevant documentation including the basic contract, internal correspondence, technical direction, and contract deliverables received and reviewed payment file and other items that will provide an audit trail of the actions on the acquisition. Maintain files in accordance with Agency National Records Management Program policy (<http://www.epa.gov/records/policy/index.htm>). Guidance on maintaining EPA Series 202, Contract Management Records, is available on the Intranet at <http://www.epa.gov/records/policy/schedule/sched/202.htm>.
2. Protect information that is prohibited from disclosure by law, such as trade secrets and privileged or confidential commercial or financial information, and certain interagency and intra-agency pre-decisional deliberative communications. Protect information about individuals when disclosure would constitute a clearly unwarranted invasion of personal privacy. Protect records or information compiled for law enforcement purposes, if certain interests would be harmed by release, including when disclosure could reasonably be expected to interfere with enforcement proceedings or to constitute an unwarranted invasion of personal privacy.

#### **F. Post Award Orientation**

Be familiar with the terms and conditions of the contract and the PWS/SOW. Know who the key players are (CO, CORs, and Contractor's Project Manager) and understand their roles, responsibilities, and delegated authority. Know the proper method for ordering work (work assignment, delivery order, or task order) under the contract.

### **G. Monitoring Contractor Performance**

1. In accordance with EPA Order 1900.1A, Interacting with Contractors, and the terms of the acquisition, provide and document technical direction to the contractor. Guard against inappropriate contractor services, such as personal services and inherently Governmental functions.
2. Progress Reports - Review monthly technical and financial progress reports. Compare progress to contractor invoice charges. Consult with the contract-level COR on any potential problems identified through such reviews.
3. Know the standards of conduct that apply to employees of the executive branch. Treat contractors fairly and impartially. Avoid personal conflicts of interest, and prohibited activities, such as unauthorized commitments, directed subcontracting, and personal services.

### **H. Inspection and Acceptance**

Ensure the timeliness and acceptability of all deliverables submitted by the contractor to ensure that the Government receives the supplies or services for which it is paying. Perform inspection of completed deliverables and certify acceptance or non-acceptance of deliverables that do not meet the contract requirements.

### **I. Past Performance**

1. Assist the contract-level COR with compiling a record of the contractor's past performance.
2. For award fee contracts, accurately and promptly complete Performance Evaluation Reports, participate on award fee panels, and apply award fee factors.
3. In conjunction with the CO and contract-level COR, provide documentation to the Office of Grants and Debarment concerning performance and related problems, as appropriate. Report any indicators of fraud and other misconduct to the contract-level COR, CO, the Inspector General, and Office of Grants and Debarment.

### **J. Modifications**

Prepare purchase request for modifications or amendments to the work assignment, delivery order, or task order, including appropriate documentation, such as revised PWS/SOW and cost

estimate. Document evaluation of the contractor's proposal (e.g., of the labor hours, materials, etc., incurred or proposed for the modification).

### **K. Options**

Requests to exercise options are usually reserved for the contract-level COR.

### **L. Delays**

Notify the contract-level COR about a delay in the delivery or performance schedule under the contract and the technical impact of this delay. Assist the contract-level COR in evaluating the contractor's response.

### **M. Stop Work**

Identify potential conditions to stop work. If appropriate, recommend the CO and contract-level COR issue a stop work order. Assist in discussions with the contractor and recommend to the CO and contract-level COR when work can be resumed.

### **N. Claims**

Notify the contract-level COR of potential disputes under the contract. Assist the CO and contract-level COR in resolving disputes and in processing formal claims.

### **O. Remedies**

Notify the contract-level COR of performance failures and provide technical assistance to the CO and contract-level COR, as appropriate.

### **P. Termination**

Identify events that may lead to contract termination. Provide sufficient information to support pursuing the appropriate termination procedure.

### **Q. Payment**

1. As detailed in EPAAG 32.9.1, review contractor invoices and approve for payment. If appropriate, recommend suspension of costs using EPA Form 1900-68.
2. Track funds expended versus funds remaining on the work assignment, delivery order, or task order. Notify the contract-level COR if additional funds will be required.

### **R. Closeout**

As detailed in the EPAAG 4.8.1, notify the CO when contractor performance is completed under the contract. Assist with closeout procedures.

**APPENDIX D-2****DUTIES THAT MAY BE PERFORMED BY OTHER TYPES OF CORs –  
WORK ASSIGNMENT (WA) COR,  
IF DELEGATED BY THE CO**

In this appendix, the Agency-unique steps are listed and applicable Agency guidance is referenced. The duties described below are meant to provide an overview of the types of functions performed by the WA CORs. This list is not intended to be a standard operating procedure for contract management functions. **The COR appointment letter provides the delegated duties and responsibilities of the COR.**

In general terms the WA COR provides day-to-day management of individual work assignments. More specifically, the duties and responsibilities of the WA COR are as follows:

- A. Defines and prepares the scope of work for work assignments issued against the contract.
- B. Develops the government's cost estimate, identifying the level of effort required to complete the work assignment.
- C. Review and recommends approval/disapproval of the work plans issued by the contractor which describes the approach planned to implement the tasks in the work assignment in a timely manner.
- D. Responsible for comparing the government cost estimate with the budget proposed by the contractor and justifying discrepancies in writing.
- E. Monitors and oversees the day-to-day performance for the work assignment.
- F. Provide technical direction to the contractor as prescribed in EPAAR 1552.237-71 Technical Direction and EPA Order 1900-1A, Interacting with Contractors.
- G. Ensures that a copy of any technical direction provided to the contractor is provided to the Contract Level COR and CO upon issuance to the contractor, if such authority is delegated by the CO.
- H. Reviews all monthly progress reports to determine if the costs are allowable and allocable and recommends approval or disapproval to the Contract Level COR.
- I. Reviews and recommends approval or disapproval to the Contract Level COR of all deliverable products submitted by the contractor under the work assignment.
- J. Tracks and notifies the Contract Level COR of all late deliverables.
- K. Provides award fee evaluations to the Contract Level COR summarizing the contractor's performance.

- L. Assures that the performance evaluations are submitted in a timely manner and that the evaluations adequately support and reflect the quantitative scores.
- M. Assists the Contract Level COR and CO in the closeout process.
- N. Maintains files for each work assignment managed, which includes all transactions, correspondences, receipt of deliverable, monthly reports and financial information, and performance ratings.
- O. Adheres to EPA contracting rules and procedures in the performance of all WA COR duties.
- P. Alerts the Contract Level COR and CO on Conflict of Interest (COI) whether organizational, personal, or merely the appearance of a COI.
- Q. Notifies the Contract Level COR of contractor's poor performance as soon as the less than satisfactory performance is noted.

**APPENDIX E-1**

**FAC-COR Level II Functional Experience Transcript  
(Required for FAC-COR Level II Certification Request)**

**PART A – APPLICANT IDENTIFICATION**  
(Complete all information)

Name (Last, First, Middle Initial): \_\_\_\_\_

Title, Series, Grade: \_\_\_\_\_

E-mail Address: \_\_\_\_\_ Phone: \_\_\_\_\_ Fax: \_\_\_\_\_

Organization Name: \_\_\_\_\_

Organization Address: \_\_\_\_\_

Supervisor’s Name: \_\_\_\_\_

What type(s) of contract(s) are you being nominated, if applicable?

- Information Technology
- Superfund
- Services
- Other Type Contract (Please Specify):

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NA-Requesting Certification Only

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**PART B – EXPERIENCE**

Please provide employment dates, agency/firm, position title, and describe your experience to support each competency listed below.

FAC-COR Level II requires at least 1-year of acquisition related experience within the last 4 years. Experience could have been gained by Performing or Shadowing a more experienced individual in the performance of these competencies in a private or public work environment.

**Professional Experience Profile for FAC-COR Qualifications:**

**FAC-COR Level II:** My experience includes at least 1 year of acquisition related experience within the last 4 years. My knowledge and abilities applicable to the FAC- COR Level II competencies are described in the narratives below.

**Competency 1: General Business Competencies For All COR Levels:**

\*\*Active Listening \*\*Attention to Detail \*\* Critical Thinking \*\*Decision-Making \*\*Flexibility  
\*Influencing/Negotiating \*\*Integrity/Honest \*\*Interpersonal Skills \*\*Oral Communication  
\*\*Planning and Evaluating \*\*Problem Solving \*\*Project Management \*\*Reasoning \*\*Self-Management/Initiative\*\* Teamwork\*\* Writing

- Employment dates:
- Agency/Firm:
- Position Title:
- Describe your experience related to the competencies stated above

**Competency 2: Acquisition Planning:** Assist in determining whether a written source selection plan is necessary, and if so, properly documenting the source selection planning or acquisition strategy; Assist in the selection of the most appropriate method of payment that will best minimize the Government's overhead: Assist in determining whether to provide for Government financing, and, where necessary, the method of financing to use; Assist in the preparation of un-

priced orders and contracts requirements ; Assist in determining whether and how to provide for recurring requirements: Assist in determining appropriate contract type(s) to support requirement: Task and Delivery Order Contracting- Assist in determining the appropriate vehicles and submitting work package to request work under the contract.; Ability to advise customers on their acquisition-related roles and acquisition strategies needed to assure that supplies and services are available to meet mission requirements.:

- Employment dates:
- Agency/Firm:
- Position Title:
- Describe your experience related to the competency stated above

**Competency 3: Market Research (Understanding the Marketplace):** Conduct, collect, and apply market based research to understand the market place/requirement to identify the sources for a supply or service, the terms and conditions under which those goods/services are sold to the general public: Gather all information related to the potential sources of an acquisition as well as, for commercial items, the terms and conditions under which the sources sell the goods and/or services involved: Understanding of industry trends and ability to research and find available sources of supply and/or services: Assist in determining whether a warranty is appropriate for a specific acquisition including nature and use of the supplies or services; the cost of applying a warranty and any issues with administration and enforcement: Ability to identify a potential ethical conflicts of interest and how to avoid the conflict; Understanding available sources of information (e.g., internet, spreadsheets) to efficiently conduct sufficient market research.

- Employment dates:
- Agency/Firm:
- Position Title:
- Years of Experience (Start Month/Year and End Month/Year):
- Briefly describe your experience relating to the competency stated above

**Competency 4: Defining Government Requirements in Commercial/Non-Commercial Terms:** Writing Statements of Work - Create statements of work, Statement of Objectives and other related documents: Conducting Needs Analysis and Preparing Requirements Document- Performing an analysis, based on standard methodology, to identify all requirements and obligations in order to assist in the development of requirements documents; Assist with the development of an appropriate acquisition strategy; Understands what is required by the FAR and agency FAR supplement (as applicable), with regard to pricing information for the specific type of contract in order to assist in determining what pricing information to require from offerers. Assist with developing independent cost estimates for requirements.

- Employment dates
- Agency/Firm:
- Position Title:
- Describe your experience related to the competency stated above

**Competency 5: Effective Pre-Award Communication:** Recommend additional methods of publicizing the proposed procurement when appropriate; Recommend appropriate requirements be put into solicitations for subcontracting or make-or-buy situations; Assist in the preparation of a written solicitation, providing guidance as needed in the selection of the appropriate provisions and clauses for the requirement; Assist with the pre-quote, pre-bid, or pre-proposal conference when appropriate and maintain an accurate record of the meeting; Provide input into the

amendment or cancelation of a solicitation when it is in the best interest of the Government and/or Agency.

- Employment dates:
- Agency/Firm:
- Position Title:
- Describe your experience related to the competency stated above

**Competency 6: Technical Analysis of Proposals:** Apply non-price factors in evaluating quotations, proposals, and past performance; Participates in meeting to clearly document reasoning behind proposed evaluation; Ability to demonstrate, reinforce, and promote ethical behavior on Federal conflicts of interest restrictions and ethical conduct as a central element of the procurement environment; Participates in technical evaluation panels.

- Employment dates:
- Agency/Firm:
- Position Title:
- Describe your experience related to the competency stated above

**Competency 7: Negotiation;** Assist CO in preparing a negotiation strategy that will permit negotiators to maximize the Government's ability to obtain best value; Assist CO in preparing for a negotiation session; Serve as a consultant to the CO during negotiations; Assist in determining and documenting the capability of a vendor to effectively perform the terms and conditions of the contract..

- Employment dates:
- Agency/Firm:
- Position Title:
- Describe your experience related to the competency stated above

**Competency 8: Effective Contract Management:** Prepare appropriate documentation in support of a potential contract modification/change and provide justification to the CO for consideration; Prepare and submit technical work package to request work under the contract; to perform a financial analysis of the contract; Inspect and accept deliveries and services by inspecting deliverables and monitoring services for conformance with contract/ order/agreement terms and conditions, and accept or reject them; Ensures compliance and completion of the vendor operations, including the preparation of any forms (ex. Material Inspection and Receiving Reports); Process inspection report as supporting documentation for payment and maintain documentation of all inspections performed including disposition of the results; Ensure that invoice properly aligns with delivered services and products received and accepted; Assist with contract close-out requirements. Review vendor invoices and recommend approval or disapproval promptly in accordance with FAR 42.8 Disallowance of Costs and supplementary polices.

- Employment dates:
- Agency/Firm:
- Position Title:
- Describe your experience related to the competency stated above

**Competency 9: Performance Management:** Ensures consistency of appropriate quality assurance requirements as they relate to the contract terms and conditions; Validates/verifies adherence to specified requirements through administration activities; monitors and documents vendor performance for compliance with the terms and conditions of the contract; Recommend

the appropriate rating criteria for the vendor’s past performance evaluation using the prescribed past performance system; review and discuss vendor’s past performance evaluations with the appropriate officials; Provide feedback to the vendor and prompt input to the CO recommending a technical course of corrective action. Trained in the Use of the EPA’s Acquisition System (EAS) and obtained an EAS Account; Understands the need to document vendor past performance in the Contractor Performance Assessment Reporting System (CPARS)

Employment dates:

- Agency/Firm:
- Position Title:
- Describe your experience related to the competency stated above

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**PART C – SIGNATURE**

I certify that the information provided is accurate and complete in support of this request for certification.

Applicant’s signature \_\_\_\_\_ Date \_\_\_\_\_

Supervisor’s signature \_\_\_\_\_ Date \_\_\_\_\_

**APPENDIX E-2**

**FAC-COR Level III Functional Experience Transcript  
(Required for FAC-COR Level III Certification Request)**

**PART A – APPLICANT IDENTIFICATION**  
(Complete all information)

Name (Last, First, Middle Initial): \_\_\_\_\_

Title, Series, Grade: \_\_\_\_\_

E-mail Address: \_\_\_\_\_ Phone: \_\_\_\_\_ Fax: \_\_\_\_\_

Organization Name: \_\_\_\_\_

Organization Address: \_\_\_\_\_

Supervisor’s Name: \_\_\_\_\_

**What type(s) of contract(s) are you being nominated, if applicable?**

- Information Technology
- Superfund
- Services
- Other Type Contract (Please Specify):

\_\_\_\_\_  
 NA-Requesting Certification Only

**PART B – EXPERIENCE**

Please provide employment dates, agency/firm, position title, and describe your experience to support each competency listed below.

FAC-COR Level III requires at least 2-years of acquisition related experience on federal projects within the last 4 years.

Professional Experience Profile for FAC-COR Qualifications:

FAC-COR Level III: My experience includes at least 2-years of acquisition related experience within the last 4 years on *federal* projects. My knowledge and abilities applicable to the FAC-COR Level III competencies are described in the narratives below.

**Competency 1: General Business Competencies For All COR Levels**

\*\*Active Listening \*\*Attention to Detail \*\* Critical Thinking \*\*Decision-Making \*\*Flexibility  
\*Influencing/Negotiating \*\*Integrity/Honest \*\*Interpersonal Skills \*\*Oral Communication  
\*\*Planning and Evaluating \*\*Problem Solving \*\*Project Management \*\*Reasoning \*\*Self-  
Management/Initiative\*\* Teamwork\*\* Writing

Employment dates:

Agency/Firm:

Position Title:

Describe your experience related to the competencies stated above:

**Competency 2: Acquisition Planning:** Assist in determining whether a written source selection plan is necessary, and if so, properly documenting the source selection planning or acquisition strategy; Assist in the selection of the most appropriate method of payment that will best minimize the Government's overhead: Assist in determining whether to provide for Government financing, and, where necessary, the method of financing to use; Assist in the preparation of un-priced orders and contracts requirements; Assist in determining whether and how to provide for

recurring requirements: Assist in determining appropriate contract type(s) to support requirement: Task and Delivery Order Contracting- Assist in determining the appropriate vehicles and submitting work package to request work under the contract; Ability to advise customers on their acquisition-related roles and acquisition strategies needed to assure that supplies and services are available to meet mission requirements.:

Employment dates:

Agency/Firm:

Position Title:

Describe your experience relating to the competency stated above:

**Competency 3: Market Research (Understanding the Marketplace):** Conduct, collect, and apply market based research to understand the market place/requirement to identify the sources for a supply or service, the terms and conditions under which those goods/services are sold to the general public: Gather all information related to the potential sources of an acquisition as well as, for commercial items, the terms and conditions under which the sources sell the goods and/or services involved: Understanding of industry trends and ability to research and find available sources of supply and/or services: Assist in determining whether a warranty is appropriate for a specific acquisition including nature and use of the supplies or services; the cost of applying a warranty and any issues with administration and enforcement: Ability to identify a potential ethical conflicts of interest and how to avoid the conflict; Understanding available sources of information (e.g., internet, spreadsheets) to efficiently conduct sufficient market research.

Employment dates:

Agency/Firm:

Position Title:

Describe your experience related to the competency stated above:

**Competency 4: Defining Government Requirements in Commercial/Non-Commercial Terms:** Writing Statements of Work - Create statements of work, Statement of Objectives and other related documents: Conducting Needs Analysis and Preparing Requirements Document- Performing an analysis, based on standard methodology, to identify all requirements and obligations in order to assist in the development of requirements documents; Assist with the development of an appropriate acquisition strategy; Understands what is required by the FAR and agency FAR supplement (as applicable), with regard to pricing information for the specific type of contract in order to assist in determining what pricing information to require from offerers.

Employment dates:

Agency/Firm:

Position Title:

Describe your experience related to the competency stated above:

**Competency 5: Effective Pre-Award Communication:** Recommend additional methods of publicizing the proposed procurement when appropriate;. Recommend appropriate requirements be put into solicitations for subcontracting or make-or-buy situations; Assist in the preparation of a written solicitation, providing guidance as needed in the selection of the appropriate provisions and clauses for the requirement; Assist with the pre-quote, pre-bid, or pre-proposal conference when appropriate and maintain an accurate record of the meeting; Provide input into the amendment or cancelation of a solicitation when it is in the best interest of the Government and/or Agency.

Employment dates:

Agency/Firm:

Describe your experience related to the competency stated above:

**Competency 6: Technical Analysis of Proposals:** Apply non-price factors in evaluating quotations, proposals, and past performance; Participates in meeting to clearly document reasoning behind proposed evaluation; Ability to demonstrate, reinforce, and promote ethical behavior on Federal conflicts of interest restrictions and ethical conduct as a central element of the procurement environment; Participates in technical evaluation panels.

Employment dates:

Agency/Firm:

Position Title:

Describe your experience related to the competency stated above:

**Competency 7: Negotiation:** Assist CO in preparing a negotiation strategy that will permit negotiators to maximize the Government's ability to obtain best value; Assist CO in preparing for a negotiation session; Serve as a consultant to the CO during negotiations; Assist in determining and documenting the capability of a firm to effectively perform the terms and conditions of the contract.

Employment dates:

Agency/Firm:

Position Title:

Describe your experience related to the competency stated above:

**Competency 8: Effective Contract Management:** Prepare appropriate documentation in support of a potential contract change and provide justification to the CO for consideration; Prepare and submit technical work package to request work under the contract; to perform a financial analysis of the contract; Inspect and accept deliveries and services by inspecting deliverables and monitoring services for conformance with contract/ order/agreement terms and conditions, and accept or reject them; Ensures compliance and completion of the vendor operations, including the preparation of any forms (ex. Material Inspection and Receiving Reports); Process inspection report as supporting documentation for payment and maintain documentation of all inspections performed including disposition of the results; Ensure that invoice properly aligns with delivered services and products received and accepted; Assist with contract Close -out requirement; Review vendor invoices and recommend approval or disapproval promptly in accordance with FAR 42.8 Disallowance of Costs and supplementary polices.

Employment dates:

Agency/Firm:

Position Title:

Describe your experience related to the competency stated above:

**Competency 9: Performance Management:** Ensures consistency of appropriate quality assurance requirements as they relate to the contract terms and conditions; Validates/verifies adherence to specified requirements through contract administration activities; monitors and documents vendor performance for compliance with the terms and conditions of the contract; Recommend the appropriate rating criteria for the vendor's past performance evaluation using the prescribed past performance system; review and discuss vendor's past performance evaluations with the appropriate officials; Provide feedback to the vendor and prompt input to the CO recommending a technical course of corrective action; Document vendor past performance in Contractor Performance Assessment Reporting System (CPARS)

Employment dates:

Agency/Firm:

Position Title:

Describe your experience related to the competency stated above:

**Competency 10: Developing a Business Case:** Prepare and document a business case for a discretionary or nondiscretionary project; Evaluate business cases using quantitative and qualitative criteria; Compare business cases based on cost/benefits; Prioritize business cases for the purpose of building a project schedule.

Employment dates:

Agency/Firm:

Position Title:

Briefly describe your experience related to the competency stated above:

**Competency 11: Managing Projects/Programs:** Performs/manages project/programs; Possesses fundamental project/ program management skills, concepts and techniques; Ability to link project/program goals and objective to clear, compelling stakeholder needs; Develop work breakdown structures; Set realistic measurable objectives and ensure positive result; Estimate project/program costs and schedules using proven techniques; Establish dependable project/program controls and monitoring system

Employment dates:

Agency/Firm:

Position Title:

Describe your experience related to the competency stated above:

**Competency 12: Managing Scheduling and Control:** Use Microsoft Project or project tool to manage scheduling and control of a project/program; Use the work breakdown structure to develop a network diagram; Calculate schedules using Project Evaluation Review Technique (PERT)/Critical Path Method (CPM); Identify, assign, and tabulate requirements; Predict costs and work time using specific levels and estimate types; plan for contingencies and anticipate variations; Predict future project performance based on historical data; Monitor project changes and close-out projects on time

Employment dates:

Agency/Firm:

Position Title:

Describe your experience related to the competency stated above:

**Competency 13: Risk Management:** Determine risk mitigation methods to prepare for project risk management; Prepare a risk management plan to guide your risk approach; Integrate risk management techniques and results into a balanced project management approach; Use multiple techniques to identify and document risks; Perform qualitative risk analysis to prioritize risks for response and monitoring; Perform quantitative risk analysis to assess risk to the overall project cost, schedule, and scope objectives; Incorporate expected value, probability, and distribution into your risk analysis; Estimate and characterize the impact and timing of risks on a project; Determine and implement appropriate risk strategies based on risk analysis and complexity of contract/project; Monitor and control identified and emerging risks based on risk plan and project execution results; Communicate risks effectively to all project stakeholders

Employment dates:

Agency/Firm:

Position Title:

Describe your experience related to the competency stated above:

**Competency 14: Earned Value Management (EVM):** Cost Estimating: Prepare an action plan and create an immediate impact to the organization’s ability to effectively control projects; Use tools for managing data associated with earned value management/cost estimating; Use some type of management system as an integrated project management tool to facilitate improved planning and control of cost, schedule and work scope; Use cost estimating processes, methods, and techniques to manage and control project costs, schedules, and performance; Indicate work progress in an objective way within and across projects; Analyze resource needs for management, including planning for an EVM/cost management program linked to risk; Conduct EVM/cost estimating analysis and implement changes based on analysis results; Use Agency policy/instructions for planning, programming, budget development, and budget execution; perform an EVM or Cost Estimating analysis for a major contract/project.

Employment dates:

Agency/Firm:

Position Title:

Describe your experience related to the competency stated above:

**Competency 15: Management of Contractor-Held Property:** Monitor the requirements for managing government-owned property to be used by or placed in the custody of contractors; Understands property management responsibilities of the government and property management responsibilities and functions of the contractor for contract monitoring and management.

Employment dates:

Agency/Firm:

Position Title:

Describe your experience related to the competency stated above:

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**PART C – SIGNATURE**

I certify that the information provided is accurate and complete to supports the request for certification.

Applicant’s signature \_\_\_\_\_ Date \_\_\_\_\_

Supervisor’s Signature \_\_\_\_\_ Date \_\_\_\_\_

**APPENDIX F-1  
OMB APPROVED KEY COMPETENCIES FOR CORs  
(FAC-COR LEVEL I)**

These essential competencies are required for Contracting Officer's Representatives (CORs) form the foundation for the knowledge, skills, and abilities to effectively perform as a COR. The FAC-COR Competencies and Performance Outcomes have been approved by the OMB COR Functional Advisory Board, as of December 2012. CORs are reminded that their duties, responsibilities, and limitations are stated in the COR appointment memorandum issued by the Contracting Officer.

<b>LEVEL I - Performance Outcomes for COR Competencies</b>	
<b>Competency 1. Acquisition Planning</b>	
<b>Performance Skills</b>	<b>Outcome</b>
Documenting the Source- Assist in determining whether a written source selection plan is necessary, and if so, properly documenting the source selection planning or acquisition strategy.	Ability to participate on an acquisition strategy or source selection panel under close monitoring, if requested.
Methods of Payment- Assist in the selection of the most appropriate method of payment that will best minimize the Government's overhead.	Understand the various methods and procedures to pay an invoice.
Recurring Requirements- Assist in determining whether and how to provide for recurring requirements	Ability to support the CO in crafting contract language or defining the appropriate FAR clauses for satisfying recurring requirements.
Contract Type - Assist in determining appropriate contract type(s).	Understand the different types of contracts.
Task and Delivery Order Contracting- Suggest possible ordering vehicles to the CO in order to assist in determining the appropriate vehicles and submitting work package to request work under the contract.	Understand the types of contract vehicles available to agency and how they are used to meet agency requirements.
<b>Competency 2. Market Research (Understanding the Marketplace)</b>	
<b>Performance Skills</b>	<b>Outcome</b>
Conduct, collect, and apply market based research to understand the market place/requirement to identify the sources for a supply or service, the terms and conditions under which those goods/services are sold to the general public, and assist the CO on the best way to meet the need.	Ability to provide market research information/data to the CO.
Gather all information related to the potential sources of an acquisition as well as, for commercial items, the terms and conditions under which the sources sell the goods and/or services involved.	Ability to provide gathered information to the CO.
Industry Trends- Understand the industry environment and determine availability of sources of supply and/or services.	Understands basic industry trends and is able to research and find available sources of supply and/or services.
Warranties- Support the Contracting officer in determining whether a warranty is appropriate for a specific acquisition including nature and use of the supplies or services; the cost of applying a warranty and any issues with administration and enforcement.	Ability to provide CO with warranty information advantageous to the acquisition
Conflict of Interest - Identifying potential conflicts of interest.	Understand and identify conflicts of interest.

Technology - Understanding available sources of information (e.g., internet, spreadsheets) to efficiently conduct sufficient market research.	Knowledge of technology to develop market research.
<b>Competency 3. Defining Government Requirements</b>	
<b>Performance Skills</b>	<b>Outcome</b>
Writing Statements of Work - Create statement of work (SOW), statement of objectives (SOO) and other related documents.	Ability to assist in preparing clear requirements documents that facilitate maximum competition, in order to acquire quality goods and/or services at reasonable prices.
Conducting Needs Analysis and Preparing Requirements Documents - Perform an analysis, based on standard methodology, to identify all requirements and obligations in order to assist in the development of requirements documents.	Knowledge of commonly used methodologies to conduct needs analysis and ability to use information gathered to prepare requirements documents.
Assisting in the Development of Acquisition Strategy- Assist the CO with the development of an appropriate acquisition strategy.	Ability to provide input to the collection and analysis of market research and other acquisition planning efforts.
Pricing Information from offerors- If requested by the CO, assist in determining what pricing information to require from offerors.	Knowledge of what is required by the FAR and agency FAR supplement (as applicable), with regard to pricing information for the specific type of contract.
<b>Competency 4. Effective Pre Award Communication</b>	
<b>Performance Skills</b>	<b>Outcome</b>
Pre-Quote/Pre-Bid/Pre-Proposal Conferences- Assist with the pre-quote, pre-bid, or pre-proposal conference when appropriate and maintain an accurate record of the meeting.	Knowledge of the procedures for holding Pre-Quote/Pre-Bid/Pre-Proposal Conferences.
Amending/Canceling Solicitations- Provide input to CO into the amendment or cancelation of a solicitation when it is in the best interest of the Government and/or Agency.	Knowledge of the processes to amend/cancel solicitation.
<b>Competency 5. Proposal Evaluation</b>	
<b>Performance Skills</b>	<b>Outcome</b>
Evaluating Non-Price Factors- Apply non-price factors in evaluating quotations, proposals, and past performance.	Basic knowledge of evaluation and application of Non-Price Factors.
Evaluation Documentation- Ability to clearly document reasoning behind proposed evaluation.	Ability to provide clear written inputs to the technical evaluation report.
Maintain Ethical Standards and Procurement Integrity	Knowledge of and adherence to ethical requirements applicable to Federal procurement.
<b>Competency 6. Contract Negotiation</b>	
<b>Performance Skills</b>	<b>Outcome</b>
Determining Capability- Assist in determining and documenting the capability of a firm to effectively perform the terms and conditions of the contract.	Knowledge of Contractor Performance Assessment Reporting System (CPARS) and Past Performance Information Retrieval System (PPIRS) sufficient to gather and provide input for past performance evaluation.
<b>Competency 7. Contract Administration Management</b>	
<b>Performance Skills</b>	<b>Outcome</b>
Contract Administration Planning and Orientations- Define the COR roles and responsibilities by knowing the terms and conditions to which they are assigned;	Ability to perform COR roles and responsibilities within the framework of the COR appointment letter.

and participate in post-award orientation meetings to review contract milestones and responsibilities.	
Requests for Contract Modification and Adjustment- Provide appropriate documentation in support of contract modifications or adjustments to the CO.	Understand when it is appropriate to request a potential contract change and provide justification and documentation to the CO for consideration.
Work Order Management- Submit work package to request work under the contract.	Knowledge of technical requirements.
Financial Analysis and Reporting - Track the indexes as well as the appropriate burn rate for a given contract.	Knowledge of basic financial principles.
<b>Competency 8. Effective Inspection &amp; Acceptance</b>	
<b>Performance Skills</b>	<b>Outcome</b>
Inspect and accept deliveries and services by inspecting deliverables and monitoring services for conformance with contract/ order/agreement terms and conditions, and accept or reject them.	Understands the process for coordination, inspection and acceptance of deliveries and services. Assist in accepting or rejecting deliveries and services.
Ensure compliance and completion by the Contractor of all required operations, including the preparation of any forms (ex. Material Inspection and Receiving Reports) or equivalent which shall be authenticated and certified by the COR that the services/supplies have been received and are acceptable.	Understands compliance and completion procedures by the Contractor of all required operations. Consults/Communicates with CO and/or Program leaders to assist in determining the compliance and completion by the Contractor.
Process inspection report as supporting documentation for payment and maintain documentation of all inspections performed including disposition of the results. Ensure that invoice properly aligns with delivered services and products received and accepted.	Consults/Communicates with CO and/or Program leaders regarding supporting documentation and invoices to ensure accuracy.
<b>Competency 9. Contract Quality Assurance &amp; Evaluation</b>	
<b>Performance Skills</b>	<b>Outcome</b>
Ensures consistency of appropriate quality requirements as they relate to the contract and validates/verifies adherence to specified requirements through test and measurement activities.	Understand the contract requirements for delivery of products and services. Adherence to specified standards when accepting contract products and services.
Monitors the products or services throughout their life cycle.	Ability to communicate agency expectations for execution and delivery, to contractors and Government team, throughout the life cycle.
Influences knowledge management practices (e.g. continuous process-improvement).	Understand Agency knowledge management tools (e.g. continuous process improvement) and how they are implemented.
<b>Competency 10. Contract Closeout</b>	
<b>Performance Skills</b>	<b>Outcome</b>
Given a contract type, identify the FAR regulations, Agency supplemental requirements, as appropriate and steps associated with closeout. Distinguish between physical contract completion and administrative contract closeout.	Understand the FAR requirement associated with closing out a contract file in FAR 4.804 and Agency supplemental requirements, as appropriate.
Recommend the appropriate rating criteria for the Contractor's performance evaluation within the agency past performance system.	Review the COR responsibilities for Contractor's performance evaluation based on the COR Appointment Letter Understand COR responsibilities for the Contractor's performance evaluation.

Identify conditions for final payment to the Contractor.	Verify the final payment to the contractor based on the terms of the contract, completion of required deliverables, and inspection and acceptance.
Identify the appropriate program file completion requirements.	Maintain the appropriate documents in the program file based on the COR Appointment Letter.
Identify the conditions under which a COR's duties and responsibilities end for a specific contract.	Validate final acceptance of goods or services to assist the contracting officer to administrative close-out the contract.
<b>Competency 11. Contract Reporting</b>	
<b>Performance Skills</b>	<b>Outcome</b>
Develop the COR file in accordance with Agency requirements.	Understand the specific duties and responsibilities set forth in the COR delegation form and ensure the COR file is documented accordingly.
Identify corrective actions for a Contractor's poor performance.	Knowledge of FAR 42.15 policies regarding recording and maintaining contractor performance evaluations. Provide prompt input to the CO.
Accept or reject an invoice for a given task or deliverable.	Understand FAR 42.8 Disallowance of Costs and all specific agency procedures.
Identify key requirements of the Prompt Payment Act.	Understand FAR 32.9 Prompt Payment with special attention to determining payment due dates in 32.904.
<b>Competency 12. Project Management</b>	
<b>Performance Skills</b>	<b>Outcome</b>
Manage, identify, and assess problems and use sound judgment to identify corrective courses of action.	Anticipates and assess problems; Uses sound judgment to recommend corrective courses of action.
Manage effective business partnership with the Contracting Officers, senior-level agency advisors, other business advisers, and program participants.	Consults/communicates with CO and other program participants.
Risk Management -Identify, mitigate, and advise against potential risks.	Understand possible risks and mitigation strategies. Understand what the risk management process is for your agency and how it is applied to contracts. Provide updates to the PM and CO regarding specific risks to your project.
Monitors schedule and delivery processes.	Understand good project management principles and apply them as they relate to your contract schedule and performance.

**APPENDIX F-2  
OMB APPROVED KEY COMPETENCIES FOR CORs  
(FAC-COR LEVEL II)**

These essential competencies are required for Contracting Officer's Representatives (CORs) form the foundation for the knowledge, skills, and abilities to effectively perform as a COR. The FAC-COR Competencies and Performance Outcomes have been approved by the OMB COR Functional Advisory Board, as of December 2012. CORs are reminded that their duties, responsibilities, and limitations are stated in the COR appointment memorandum issued by the Contracting Officer.

<b>LEVEL II - Performance Outcomes for COR Competencies</b>	
<b>Competency 1. Acquisition Planning</b>	
<b>Performance Skills</b>	<b>Outcome</b>
Documenting the Source- Assist in determining whether a written source selection plan is necessary, and if so, properly documenting the source selection planning or acquisition strategy.	Ability to provide inputs to the Program Manager (PM) or Contracting Officer (CO) on the acquisition strategy and source selection plan.
Methods of Payment- Assist in the selection of the most appropriate method of payment that will best minimize the Government's overhead.	Understand the process to construct a detailed performance based payments (PBP) arrangement that will be documented by the CO in a special provision in the contract.
Contract Financing- Assist in determining whether to provide for Government financing, and, where necessary, the method of financing to use.	Ability to assist the CO in determining the appropriate contract financing terms and/or conditions for a given contract.
Recurring Requirements- Assist in determining whether and how to provide for recurring requirements	Ability to support the CO in crafting contract language or defining the appropriate FAR clauses for satisfying recurring requirements.
Contract Type - Assist in determining appropriate contract type(s).	Ability to support the CO in crafting contract language or defining the appropriate FAR clauses for satisfying recurring requirements.
Task and Delivery Order Contracting- Suggest possible ordering vehicles to the CO in order to assist in determining the appropriate vehicles and submitting work package to request work under the contract.	Ability to develop appropriate documentation in support of the COs determination of contract vehicle to be used to meet the requirement.
Strategic Planning- Advise customers on their acquisition-related roles and acquisition strategies needed to assure that supplies and services are available to meet mission requirements.	Understand the procurement integrity and support the PM and CO in training other Government personnel in the standards of ethical conduct.
<b>Competency 2. Market Research (Understanding the Marketplace)</b>	
<b>Performance Skills</b>	<b>Outcome</b>
Conduct, collect, and apply market based research to understand the market place/requirement to identify the sources for a supply or service, the terms and conditions under which those goods/services are sold to the general public, and assist the CO on the best way to meet the need.	Ability to provide market research information/data and analysis to the CO for decision.
Gather all information related to the potential sources of an acquisition as well as, for commercial items, the terms and conditions under which the sources sell the goods and/or services involved.	Ability to provide gathered information with analysis to the CO.

Industry Trends- Understand the industry environment and determine availability of sources of supply and/or services.	Knowledgeable of industry trends and ability to provide research and find available sources of supply and/or services.
Warranties- Support the Contracting officer in determining whether a warranty is appropriate for a specific acquisition including nature and use of the supplies or services; the cost of applying a warranty and any issues with administration and enforcement.	Ability to provide CO with warranty information to determine if a warranty is needed and document estimated cost.
Conflict of Interest - Identifying potential conflicts of interest.	Ability to identify a potential conflict of interest and how to mitigate the conflict.
Technology - Understanding available sources of information (e.g., internet, spreadsheets) to efficiently conduct sufficient market research.	Intermediate knowledge of technology to develop market research. (i.e. knowledge of using spread sheets, internet or databases).
<b>Competency 3. Defining Government Requirements</b>	
<b>Performance Skills</b>	<b>Outcome</b>
Writing Statements of Work - Create statement of work (SOW), statement of objectives (SOO) and other related documents.	Ability to prepare clear requirements documents that facilitate maximum competition.
Conducting Needs Analysis and Preparing Requirements Documents - Perform an analysis, based on standard methodology, to identify all requirements and obligations in order to assist in the development of requirements documents.	Ability to use the most suitable needs analysis methodology to identify the agency's needs and prepare clear requirements documents.
Assisting in the Development of Acquisition Strategy- Assist the CO with the development of an appropriate acquisition strategy.	Ability to collect and analyze market research and other acquisition planning efforts in order to provide input regarding the appropriate acquisition strategy.
Pricing Information from offerors- If requested by the CO, assist in determining what pricing information to require from offerors.	Understand what is required by the FAR and agency FAR supplement (as applicable), with regard to pricing information for the specific type of contract.
<b>Competency 4. Effective Pre Award Communication</b>	
<b>Performance Skills</b>	<b>Outcome</b>
Publicizing Proposed Acquisitions- Recommend to CO additional methods of publicizing the proposed procurement when appropriate.	Knowledge of where and when proposed acquisitions/solicitations must be published.
Subcontracting Requirements- Recommend appropriate requirements be put into solicitations for subcontracting or make-or-buy situations.	Knowledge of the acquisition requirements for subcontracting clauses for solicitations.
Solicitation Preparation- Assist in the preparation of a written solicitation, providing guidance as needed in the selection of the appropriate provisions and clauses for the requirement.	Knowledge of the requirements of all sections of the solicitation and technical requirements and ability to provide input.
Pre-Quote/Pre-Bid/Pre-Proposal Conferences- Assist with the pre-quote, pre-bid, or pre-proposal conference when appropriate and maintain an accurate record of the meeting.	Ability to provide technical input to the CO during Pre-Quote/Pre-Bid/Pre-Proposal Conference.
Amending/Canceling Solicitations- Provide input to CO into the amendment or cancelation of a solicitation when it is in the best interest of the Government and/or Agency.	Ability to provide input to CO to amend/cancel solicitation.
<b>Competency 5. Proposal Evaluation</b>	
<b>Performance Skills</b>	<b>Outcome</b>

Evaluating Non-Price Factors- Apply non-price factors in evaluating quotations, proposals, and past performance.	Ability to lead a team in evaluating and applying non-price factors to quotations, proposals, and past performance.
Evaluation Documentation- Ability to clearly document reasoning behind proposed evaluation.	Ability to document the results of the technical evaluation in a succinct manner.
Maintain Ethical Standards and Procurement Integrity	Ability to demonstrate, reinforce, and promote ethical behavior as a central element of the procurement environment.
<b>Competency 6. Contract Negotiation</b>	
<b>Performance Skills</b>	<b>Outcome</b>
Negotiation Strategy- Assist CO in preparing a negotiation strategy that will permit negotiators to maximize the Government's ability to obtain best value.	Knowledge of negotiation strategies and ability to conduct research on technical evaluation factors on complex procurements, if requested by the CO.
Conducting Discussions/Negotiations- Assist CO in preparing for a negotiation session.	Knowledge of the technical aspects of the requirements, including terms and conditions.
Determining Capability- Assist in determining and documenting the capability of a firm to effectively perform the terms and conditions of the contract.	Ability to input and provide past performance evaluation data from Contractor Performance Assessment Reporting System (CPARS) and Past Performance Information Retrieval. System ( <i>PPIRS</i> ), if requested by the CO.
<b>Competency 7. Contract Administration Management</b>	
<b>Performance Skills</b>	<b>Outcome</b>
Contract Administration Planning and Orientations- Define the COR roles and responsibilities by knowing the terms and conditions to which they are assigned; and participate in post-award orientation meetings to review contract milestones and responsibilities.	Ability to perform COR roles and responsibilities within the framework of the COR appointment letter.
Requests for Contract Modification and Adjustment- Provide appropriate documentation in support of contract modifications or adjustments to the CO.	Ability to analyze, document, justify and recommend proposed contract changes to the CO for consideration.
Work Order Management- Submit work package to request work under the contract.	Ability to prepare a technical requirements work package.
Financial Analysis and Reporting - Track the indexes as well as the appropriate burn rate for a given contract.	Ability to perform a financial analysis of the contract.
<b>Competency 8. Effective Inspection &amp; Acceptance</b>	
<b>Performance Skills</b>	<b>Outcome</b>
Inspect and accept deliveries and services by inspecting deliverables and monitoring services for conformance with contract/ order/agreement terms and conditions, and accept or reject them.	Ability to inspect deliveries and monitor services to ensure conformance with contract/order/agreement terms and conditions. Accept or reject deliveries and services including acceptance of reports or analytical documentation.
Ensure compliance and completion by the Contractor of all required operations, including the preparation of any forms (ex. Material Inspection and Receiving Reports) or equivalent which shall be authenticated and certified by the COR that the services/supplies have been received and are acceptable.	Ensures compliance and completion of the Contractor operations, including the preparation of any forms (ex. Material Inspection and Receiving Reports) .
Process inspection report as supporting documentation for payment and maintain documentation of all inspections performed including disposition of the	Process and maintain inspection reports. Validate and process invoices in accordance with agency policies and procedures.

results. Ensure that invoice properly aligns with delivered services and products received and accepted.	
<b>Competency 9. Contract Quality Assurance &amp; Evaluation</b>	
<b>Performance Skills</b>	<b>Outcome</b>
Ensures consistency of appropriate quality requirements as they relate to the contract and validates/verifies adherence to specified requirements through test and measurement activities.	Support the PM in developing and maintaining a quality assurance surveillance plan and/or performance standards, as appropriate. Verification of delivery of products and service, according to specified standards.
Monitors the products or services throughout their life cycle.	Implement processes and procedures for oversight of quality performance throughout the life cycle.
Influences knowledge management practices (e.g. continuous process-improvement).	Participate in knowledge management activities (e.g. communities of practice)
<b>Competency 10. Contract Closeout</b>	
<b>Performance Skills</b>	<b>Outcome</b>
Given a contract type, identify the FAR regulations, Agency supplemental requirements, as appropriate and steps associated with closeout. Distinguish between physical contract completion and administrative contract closeout.	Understand and become knowledgeable on the differences between physical contract closeout-FAR 4.804-4 and administrative contract close-out -FAR 4.804-5 and agency supplemental requirements, as appropriate.
Recommend the appropriate rating criteria for the Contractor's performance evaluation within the agency past performance system.	Prepare the contractor performance evaluation based on the COR appointment letter and contract complexity, contract type and FAR 42.15.
Identify conditions for final payment to the Contractor.	Verify the final payment to the contractor based on the terms and conditions of the contract, completion of required deliverables, and inspection and acceptance, see FAR part 4.8.
Identify the appropriate program file completion requirements.	Establish and maintain the appropriate documents in the program file based on the COR Appointment Letter, FAR 4.804-2, and FAR 4.804-3.
Identify the conditions under which a COR's duties and responsibilities end for a specific contract.	Provide documentation to the contracting officer in accordance with FAR 4.804-5 to de-obligate any excess funds and administratively close-out the contract.
<b>Competency 11. Contract Reporting</b>	
<b>Performance Skills</b>	<b>Outcome</b>
Develop the COR file in accordance with Agency requirements.	Know what duties, if any, have been delegated to a COR. Perform those duties assigned and maintain a clear and accurate record of Pre and Post award documents, actions and communications.
Identify corrective actions for a Contractor's poor performance.	Systematically monitor performance in accordance with the contract and Statement of Work terms and conditions. Provide feedback to the contractor and prompt input to the CO recommending a technical course of action.
Accept or reject an invoice for a given task or deliverable.	Review contractor invoices and recommend approval or disapproval promptly in accordance with FAR,
Identify key requirements of the Prompt Payment Act.	Implement contractor payments based upon knowledge of the time limits set forth in the applicable FAR 52.232 payment clauses.
<b>Competency 12. Project Management</b>	
<b>Performance Skills</b>	<b>Outcome</b>

Manage, identify, and assess problems and use sound judgment to identify corrective courses of action.	Anticipates and assess problems; Uses sound judgment to recommend corrective courses of action.
Manage effective business partnership with the Contracting Officers, senior-level agency advisors, other business advisers, and program participants.	Collaborates with CO, other business advisors and program participants; Makes recommendations
Manage and evaluate the long-term view to build a shared vision and acts as a catalyst for change.	Evaluates and facilitates the creation of a long term view, implements a shared vision, and serves as a catalyst for change
Manage the formulation of objectives and priorities, and implement plans consistent with the long-term interests of the organization in a global environment.	Identifies objectives and priorities and understands the long-term interests of the organization in a global environment
Manages stakeholder relationships that generate buy-in to the business and technical management approach to the program.	Identifies stakeholders; Understands stakeholder relationships; Recommends business and technical management approaches to the program for buy-in
Risk Management -Identify, mitigate, and advise against potential risks.	Identifies specific risks associated with an acquisition and plan/recommend ways to avoid/manage. Support the PM in the development of a risk management plan for your program.
Monitors schedule and delivery processes.	Apply good project management principles as they relate to your contract schedule and performance.

**APPENDIX F-3  
OMB APPROVED KEY COMPETENCIES FOR CORs  
(FAC-COR LEVEL III)**

These essential competencies are required for Contracting Officer's Representatives (CORs) form the foundation for the knowledge, skills, and abilities to effectively perform as a COR. The FAC-COR Competencies and Performance Outcomes have been approved by the OMB COR Functional Advisory Board, as of December 2012. CORs are reminded that their duties, responsibilities, and limitations are stated in the COR appointment memorandum issued by the Contracting Officer.

<b>LEVEL III - Performance Outcomes for COR Competencies</b>	
<b>Competency 1. Acquisition Planning</b>	
<b>Performance Skills</b>	<b>Outcome</b>
Documenting the Source- Assist in determining whether a written source selection plan is necessary, and if so, properly documenting the source selection planning or acquisition strategy.	Ability to lead an acquisition strategy or source selection panel and provide recommendations to the CO or PM.
Methods of Payment- Assist in the selection of the most appropriate method of payment that will best minimize the Government's overhead.	Ability to provide guidance to the CO/PM regarding best practices and appropriate
Contract Financing- Assist in determining whether to provide for Government financing, and, where necessary, the method of financing to use.	Ability to provide guidance to the CO or PM regarding best practices, appropriate uses of various types of contract financing, and the method of financing to use.
Unpriced Contracts- Assist in the preparation of unpriced orders and contracts.	Ability to provide guidance to the PM on how the CO can correctly use unpriced contractual documents where it is impractical to establish an acceptable pricing arrangement.
Recurring Requirements- Assist in determining whether and how to provide for recurring requirements	Ability to advise the PM and CO on the optimum terms and conditions for recurring requirements when such provisions would lower the expected cost.
Contract Type - Assist in determining appropriate contract type(s).	Ability to recommend the types of contracts and provide inputs to the CO.
Compliance to FAR Guidelines- Assist the CO with compliance of applicable FAR guidelines when acquiring products and services.	Be familiar with appropriate sections of the FAR and provide insights to the CO on technical requirements and issues.
Determining Need for EVM- Mitigate potential problems with cost, schedule, and technical risks.	Understand the requirements of EVM. Provide guidance to the CO to ensure that the level of cost, schedule and performance reporting is appropriate for requirements and risks.
Task and Delivery Order Contracting- Suggest possible ordering vehicles to the CO in order to assist in determining the appropriate vehicles and submitting work package to request work under the contract.	Ability to lead the configuration control board or other agency specific forum for determining what tasks are approved for contractual action.
Strategic Planning- Advise customers on their acquisition-related roles and acquisition strategies needed to assure that supplies and services are available to meet mission requirements.	Ability to advise customers on their acquisition-related roles and acquisition strategies needed to assure that supplies and services are available to meet mission requirements.
<b>Competency 2. Market Research (Understanding the Marketplace)</b>	
<b>Performance Skills</b>	<b>Outcome</b>

Conduct, collect, and apply market based research to understand the market place/requirement to identify the sources for a supply or service, the terms and conditions under which those goods/services are sold to the general public, and assist the CO on the best way to meet the need.	Ability to provide market research information/data/analysis and recommendations to the CO.
Gather all information related to the potential sources of an acquisition as well as, for commercial items, the terms and conditions under which the sources sell the goods and/or services involved.	Ability to provide gathered information with analysis and recommendations to the CO.
Industry Trends- Understand the industry environment and determine availability of sources of supply and/or services.	Ability to analyze and document research of industry trends and available sources (quality and price).
Warranties- Support the Contracting officer in determining whether a warranty is appropriate for a specific acquisition including nature and use of the supplies or services; the cost of applying a warranty and any issues with administration and enforcement.	Ability to recommend detail warranty requirements if applicable and provide detailed estimates.
Conflict of Interest - Identifying potential conflicts of interest.	Ability to identify a potential conflict of interest and how to mitigate the conflict.
Technology - Understanding available sources of information (e.g., internet, spreadsheets) to efficiently conduct sufficient market research.	Ability to provide comparative analysis using documented sources, calculations and tools that support recommendations.
<b>Competency 3. Defining Government Requirements</b>	
<b>Performance Skills</b>	<b>Outcome</b>
Writing Statements of Work - Create statement of work (SOW), statement of objectives (SOO) and other related documents.	Ability to prepare clear requirements documents for the most complex contracting vehicles, facilitating maximum competition.
Conducting Needs Analysis and Preparing Requirements Documents - Perform an analysis, based on standard methodology, to identify all requirements and obligations in order to assist in the development of requirements documents.	Ability to use the most suitable needs analysis methodology to identify the agency's needs, prepare clear requirements documents, and determine performance metrics.
Assisting in the Development of Acquisition Strategy- Assist the CO with the development of an appropriate acquisition strategy.	Ability to collect and analyze market research and other acquisition planning efforts for the most complex acquisitions in order to provide input regarding the appropriate acquisition strategy.
Pricing Information from offerors- If requested by the CO, assist in determining what pricing information to require from offerors.	Comprehend what is required by the FAR and agency FAR supplement (as applicable), with regard to pricing information for the specific type of contract.
<b>Competency 4. Effective Pre Award Communication</b>	
<b>Performance Skills</b>	<b>Outcome</b>
Publicizing Proposed Acquisitions- Recommend to CO additional methods of publicizing the proposed procurement when appropriate.	Ability to make recommendations of other methods that are acceptable to publish proposed acquisitions/solicitations.
Subcontracting Requirements- Recommend appropriate requirements be put into solicitations for subcontracting or make-or-buy situations.	Ability to review and provide inputs to the CO regarding the use of subcontracts.
Solicitation Preparation- Assist in the preparation of a written solicitation, providing guidance as needed in the selection of the appropriate provisions and clauses for the requirement.	Ability to provide input to the technical aspects of the solicitation.
Pre-Quote/Pre-Bid/Pre-Proposal Conferences- Assist with the pre-quote, pre-bid, or pre-proposal conference when appropriate and maintain an accurate record of the meeting.	Ability to provide complex technical input to the CO during Pre-Quote/Pre-Bid/Pre- Proposal Conferences.

Amending/Canceling Solicitations- Provide input to CO into the amendment or cancelation of a solicitation when it is in the best interest of the Government and/or Agency.	Ability to accept and maintain all copies of amendments/cancellations of solicitation for the COR's file.
<b>Competency 5. Proposal Evaluation</b>	
<b>Performance Skills</b>	<b>Outcome</b>
Evaluating Non-Price Factors- Apply non-price factors in evaluating quotations, proposals, and past performance.	Ability to lead a team in evaluating and applying non-price factors to complex quotations, proposals, and past performance.
Evaluation Documentation- Ability to clearly document reasoning behind proposed evaluation.	Ability to document the results of a technical evaluation for a complex procurement in a succinct manner.
Maintain Ethical Standards and Procurement Integrity	Ability to demonstrate, reinforce, and promote ethical behavior as a central element of the procurement environment.
<b>Competency 6. Contract Negotiation</b>	
<b>Performance Skills</b>	<b>Outcome</b>
Negotiation Strategy- Assist CO in preparing a negotiation strategy that will permit negotiators to maximize the Government's ability to obtain best value.	Knowledge of negotiation strategies and ability to conduct research on technical evaluation factors on complex procurements, if requested by the CO.
Conducting Discussions/Negotiations- Assist CO in preparing for a negotiation session.	Knowledge of the technical aspects of the most complex requirements, including terms and conditions.
Determining Capability- Assist in determining and documenting the capability of a firm to effectively perform the terms and conditions of the contract.	Ability to input, retrieve, and analyze past performance evaluation data from Contractor Performance Assessment Reporting System (CPARS) and Past Performance Information Retrieval System (PPIRS), provide a recommendation to the CO of the firm's capability to perform the terms of the contract.
<b>Competency 7. Contract Administration Management</b>	
<b>Performance Skills</b>	<b>Outcome</b>
Contract Administration Planning and Orientations- Define the COR roles and responsibilities by knowing the terms and conditions to which they are assigned; and participate in post-award orientation meetings to review contract milestones and responsibilities.	Ability to perform COR roles and responsibilities within the framework of the COR appointment letter.
Requests for Contract Modification and Adjustment- Provide appropriate documentation in support of contract modifications or adjustments to the CO.	Ability to analyze, document, justify and recommend proposed contract changes to the CO for consideration.
Work Order Management- Submit work package to request work under the contract.	Ability to prepare a comprehensive technical requirements work package.
Financial Analysis and Reporting - Track the indexes as well as the appropriate burn rate for a given contract.	Ability to analyze and provide a comprehensive financial report on complex contracts.
<b>Competency 8. Effective Inspection &amp; Acceptance</b>	
<b>Performance Skills</b>	<b>Outcome</b>
Inspect and accept deliveries and services by inspecting deliverables and monitoring services for conformance with contract/ order/agreement terms and conditions, and accept or reject them.	Ability to inspect deliveries and monitor services to ensure conformance with complex contract/order/agreement terms and conditions. Accept or reject deliveries and services including acceptance of reports or analytical documentation.
Ensure compliance and completion by the Contractor of all required operations, including the preparation of any forms	Oversees compliance and completion of the Contractor operations; Advises Contractor and

(ex. Material Inspection and Receiving Reports) or equivalent which shall be authenticated and certified by the COR that the services/supplies have been received and are acceptable.	collaborates with CO/Program leaders to ensure all services/supplies received are acceptable.
Process inspection report as supporting documentation for payment and maintain documentation of all inspections performed including disposition of the results. Ensure that invoice properly aligns with delivered services and products received and accepted.	Manage the process for completion of inspection reports. Validate and process invoices in accordance with agency policies and procedures.
<b>Competency 9. Contract Quality Assurance &amp; Evaluation</b>	
<b>Performance Skills</b>	<b>Outcome</b>
Ensures consistency of appropriate quality requirements as they relate to the contract and validates/verifies adherence to specified requirements through test and measurement activities.	Support the PM in developing and maintaining quality assurance, performance standards and/or test and evaluation plans, as appropriate. Verification of delivery of products and service, according to specified standards.
Monitors the products or services throughout their life cycle.	Develop and manage quality control and assurance processes and procedures for oversight throughout the life cycle.
Influences knowledge management practices (e.g. continuous process-improvement).	Mentor and promote the use of knowledge management throughout the acquisition community.
<b>Competency 10. Contract Closeout</b>	
<b>Performance Skills</b>	<b>Outcome</b>
Given a contract type, identify the FAR regulations, Agency supplemental requirements, as appropriate and steps associated with closeout. Distinguish between physical contract completion and administrative contract closeout.	According to Appointment Letter and FAR 4.804.5, identify the steps to close out a contract based on the assigned contract type and agency supplemental requirements, as appropriate.
Recommend the appropriate rating criteria for the Contractor's performance evaluation within the agency past performance system.	Prepare the contractor performance evaluation based on the COR appointment letter, contract complexity,
Identify conditions for final payment to the Contractor.	Verify the final payment to the contractor based on the terms and conditions of the contract, completion of required deliverables, and inspection and acceptance, see FAR part 4.8.
Identify the appropriate program file completion requirements.	Establish and maintain the appropriate documents in the program file based on the COR Appointment Letter, FAR 4.804-2, and FAR 4.804-3.
Identify the conditions under which a COR's duties and responsibilities end for a specific contract.	Provide documentation to the contracting officer in accordance with FAR 4.804-5 to de-obligate any excess funds and administratively close-out the contract.
<b>Competency 11. Contract Reporting</b>	
<b>Performance Skills</b>	<b>Outcome</b>
Develop the COR file in accordance with Agency requirements.	Ensure all necessary documentation is in the file and coordinated among task/delivery order CORs, alternate CORs, and Program Managers as necessary. Provide copies to CO as deemed appropriate.
Identify corrective actions for a Contractor's poor performance.	Oversee the implementation of the corrective action plan and maintain communication with the CO.
Accept or reject an invoice for a given task or deliverable.	Engage in sophisticated acceptance testing or mandatory inspection with Quality Assurance personnel and promptly communicates to CO

	disposition of invoice in accordance with agency procedures and contract terms and conditions.
Identify key requirements of the Prompt Payment Act.	Provide documentation to CO necessary to justify extension of acceptance periods to permit proper Government inspection and testing of the supplies delivered or services performed.
<b>Competency 12. Project Management</b>	
<b>Performance Skills</b>	<b>Outcome</b>
Manage, identify, and assess problems and use sound judgment to identify corrective courses of action.	Manages and implements corrective courses of action for anticipated/assessed problems
Manage effective business partnership with the Contracting Officers, senior-level agency advisors, other business advisers, and program participants.	Collaborates, advises and manages business partnerships with the CO, senior-level agency advisors, other business advisors, and program participants; Facilitates and leads meetings with all
Manage and evaluate the long-term view to build a shared vision and acts as a catalyst for change.	Evaluates and facilitates the creation of a long term view, implements a shared vision, and serves as a catalyst for change
Manage the formulation of objectives and priorities, and implement plans consistent with the long-term interests of the organization in a global environment.	Implements objectives and priorities in accordance with the long-term interests of the organization in a global environment
Manages stakeholder relationships that generate buy-in to the business and technical management approach to the program.	Maintains stakeholder relationships and communicates business and technical management approaches to the program; Leads stakeholder meetings and facilitates buy-in
Risk Management -Identify, mitigate, and advise against potential risks.	Addresses risks and implements/leads risk management strategies., Develop/update processes and procedures for mitigation of strategic risks for your agency, with regard to contract and project management.
Monitors schedule and delivery processes.	Develop processes and procedures for how your agency will apply good project management principles as they relate to your contract schedule and performance.

**APPENDIX G**  
**FAC-COR TRAINING DEFERMENT CERTIFICATION REQUEST FORM**

**PART A – APPLICANT IDENTIFICATION**

*All information below is required to be completed.*

Name (Last, First, Middle Initial): \_\_\_\_\_  
 Title, Series, Grade: \_\_\_\_\_  
 E-mail Address: \_\_\_\_\_ Phone: \_\_\_\_\_ Fax: \_\_\_\_\_  
 Organization Name: \_\_\_\_\_  
 Organization Address: \_\_\_\_\_  
 Supervisor’s Name: \_\_\_\_\_

**What type(s) of contract(s) and dollar value are you being nominated?**

- Information Technology
- Superfund
- Services
- Other (Please Specify): \_\_\_\_\_

- 
- I am applying for FAC-COR Level I Training Deferment
  - I am applying for FAC-COR Level II Training Deferment
  - I am applying for FAC-COR Level III Training Deferment

**Training (Completed and Anticipated Completion):**

**Course Number and Title:** \_\_\_\_\_ **Completion Date/Anticipated Date:** \_\_\_\_\_

**Planned Certification Request Date:** \_\_\_\_\_

**PART B – DEFERMENT REQUEST TYPE**

Indicate the type of deferment requested by checking the appropriate blocks:

1.  Up to 3 months – enter deferment period requested: \_\_\_\_\_  
      Level I     Level II     Level III
2.  Up to 6 months – enter deferment period requested: \_\_\_\_\_  
      Level I     Level II     Level III

**PART C – RATIONALE FOR NOT ACHIEVING CERTIFICATION**

Explain fully why you do not meet the COR certification requirements or why you cannot submit the required application for certification. Please detail what actions you have taken to achieve certification before requesting a deferment of certification. Attach supporting documentation.

**PART D – EXPERIENCE CERTIFICATION REQUIREMENT**

Provide details of your COR and/or related acquisition experience to support the deferment requested. Please indicate job titles, duties and responsibilities, and dates of performance. Indicate the date that you expect to fully achieve the requirements for certification at the requested level. Attach supporting documentation.

**PART E – SIGNATURES**

**1. Applicant’s certification:**

I certify that the information provided is accurate and current to support this deferment request.

Applicant’s signature: \_\_\_\_\_ Date: \_\_\_\_\_

**2. Immediate supervisor’s concurrence/non-concurrence:**

I have reviewed and discussed with [applicant’s name] the deferment request and the information provided in support thereof. Based on the information provided, I

- Concur with the deferment request
- Do not concur with the deferment request

Rationale for non-concurrence, if applicable:

\_\_\_\_\_

Printed name: \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

**3. Contracting Officer concurrence/non-concurrence:**

I have reviewed the deferment request and the information provided in support thereof. Based on the information provided, I

- Concur with the deferment request     Do not concur with the deferment request
- Rationale for non-concurrence (attach supporting document statement)

Printed name: \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

**4. Acquisition Career Manager Review & Tracking:**

I have reviewed the deferment request and the information provided in support thereof. Based on the information provided, I

- Concur with the deferment request     Do not concur with the deferment request
- Rationale for non-concurrence; if concurrence is granted, provide required completion date for all training (attach supporting statement).

Printed name: \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

**5. Senior Procurement Executive (SPE) concurrence/non-concurrence:**

- I approve the deferment request     I do not approve the deferment request
- Rationale for disapproval, if applicable:

Printed name of SPE: \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

# **Chapter 3**

## **Contracting Fundamentals**

# Chapter 3. Contracting Fundamentals

## 3.1 Statement of Work/Performance Work Statement

Writing statements of work (SOWs)/performance work statement (PWS) is an important task performed by the OSC. SOWs/PWSs are required for virtually all of the tools outlined in this Guide. The only tools not requiring SOWs/PWS are purchase cards, Third Party Drafts, and Treasury Checks. A good SOW/PWS provides the necessary foundation for EPA to obtain supplies and services at a fair and reasonable cost and to get the best product or service on time and within budget. All SOWs/PWSs for Task Orders, Technical Direction Documents, and similar ordering documents must fall within the scope of the overall SOW for the contract under which they are issued. The SOW/PWS provides the framework for communications between the OSC and the contractor. Good communication between the OSC and the contractor ensures that both parties understand the assignment and the planned approach.

When site or project conditions change, a modification to the original SOW/PWS may be required. In this case, the OSC should draft the requested changes and provide them to the FCS 1102 CO for that contract for review. The CO will then modify the contract or ordering documents to reflect the change. The OSC should also be aware of the value of placing interim deadlines for work products, especially when the required end product is a report or something outside the normal end product for that contractor. Interim deadlines, such as a draft report, a summary outline, or the first chapter of a report, may help assure the OSC that the contractor understands the task and is on track for completing the task on schedule and within budget.

A SOW/PWS should be broad enough to allow contractor innovation and at the same time define the contractor's obligations to ensure that the government achieves its objective. The OSC is responsible for writing a SOW/PWS which clearly defines the work to be performed, contains all required information, does not allow personal services or inherently governmental functions, and is within the scope of the contract. All questions on how to write a SOW/PWS should be directed to the cognizant FCS 1102 CO.

The following phrases or terms should be avoided when writing SOWs/PWSs:

- *“Perform other tasks as authorized/directed by the OSC”* This is too broad and leaves the potential for personal services.
- *“Assist”* This word does not adequately define the work’s terms or its range of depth. Spell out explicitly what the contractor must do.
- *“As required”* This phrase results in an undefined work condition. While the nature of the Removal Program is such that the OSC usually does not know exactly what will be required at a site, the OSC should try to be as specific as possible under the particular circumstances onsite.
- *“As applicable/as necessary”* If the government does not know what is necessary or applicable, it must not leave the contractor with the responsibility for determining the minimal needs of the contract. The SOW should forthrightly state the requirements so that contractors can comply with them using their best efforts and expertise to accomplish

the tasks. Alternative language could include reference to additional details to be provided by the OSC via Daily Work Orders or other technical direction during site operations.

- “*Support*” This term is ambiguous. The type of support should be specified.

In accordance with FAR 37.102, performance-based acquisitions are the preferred method of acquiring services. As the Government continues to shift towards procuring eligible requirements using performance-based methods, use Performance Work Statements (PWS) and Statements of Objectives (SOO) in lieu a Statement of Work (SOW) has become more prevalent. A performance-based acquisition means the government is contracting for an end result rather than telling the contractor how to perform the work. FAR Subpart 37.6 prescribes policies and procedures for performance-based acquisition methods including instructions on writing Performance Work Statements (PWSs) and Statements of Objectives (SOO). EPAAG Chapter 37 provides specific EPA guidance related to this topic as well.

## **3.2 Performance Based Contracting**

The Executive and Legislative Branches of Government have been emphasizing the use of commercial business practices. Private industry has for years written contracts with each other using performance-based service contracts (PBSC) and SOWs. The idea is that using PBSC leads to less expensive, competitive pricing and ties a contractor’s motivation and performance to time and cost. EPA has agreed with OMB to work towards using PBSC SOWs in their contracts.

PBSC techniques include the following key elements:

- Focus on the outcome, rather than how to do the work, and allow the contractors the freedom to determine how to meet the performance objectives;
- An incentive/disincentive plan for exceeding/missing requirements; and
- A quality plan to define performance indicators the government will use to measure acceptance.

The decision whether to employ PBSC techniques hinges on how well EPA has characterized the site. EPA must have a very thorough understanding of the levels and types of contamination, and the work to be performed to make PBSC a viable contracting alternative. Performance-based contracting has worked best in sites that involved repetitive actions, such as residential cleanups or treatment of well characterized soil or liquid. The repetitive nature allows contractors to:

- Establish a fixed price per property;
- Perform concurrent site cleanups; and
- Devise ways for improving the level of efficiency.

In structuring an incentive/disincentive plan, careful attention should be paid to the effects of the incentives/disincentives. For example, creating an incentive to complete a project in an aggressive time frame may result in poor quality work products. This type of incentive should be balanced with other incentives to ensure high quality performance.

The advantages of PBSC include:

- Cheaper and faster cleanups;
- Puts burden on contractor rather than government;
- Requires explicit performance measures; and
- Ties performance to time and cost incentives to motivate contractors.

See Chapter 37 of the EPAAG for detailed guidance on PBC.

### 3.3 Price Objectives and Cost Analysis

Before work is issued to a contractor, the OSC must determine what is considered to be a fair and reasonable price for the stated work requirements. An Independent Government Cost Estimate (IGCE) is a requirement for any procurement above the simplified acquisition threshold (currently \$150,000) unless required by the FCS 1102 CO for lesser amounts. However, OSCs are strongly encouraged to develop IGCEs for all contract work. The OSC is responsible for preparing an IGCE because the projections represent a monetary interpretation of the technical requirements outlined in the SOW. In emergency situations when an oral authorization to begin work is given to a contractor, an IGCE should be prepared, along with other required documentation, within five working days or as specified in the contract.

Commercially available cost projection or spreadsheet software may be used to generate an IGCE. OSCs may also choose to use the Removal Cost Management System (RCMS) Cost Projection Module to generate the IGCE, especially for Task Orders under the ERRS contract. The RCMS Cost Projection Module has specific labor and equipment rates, and indirect costs established under the Region's ERRS contract loaded direction into the program. *See Section 4.1.1.3 of this document for additional information regarding the use of the RCMS Cost Projection Module.*

In preparing an IGCE, it is useful to define the various elements of contractor costs. The three major categories are:

1. **Direct Costs** are directly identifiable to a specific project. They include direct labor, equipment, and materials. In determining direct labor costs, consideration must be given as to whether the required labor may be governed by the Service Contract Act (SCA) or the Davis Bacon Act (DBA). The SCA and DBA are Federal labor statutes that require employers to pay minimum wage rates for certain types of work. *See Section 3.10 of this Guide for additional information regarding contract labor provisions.* With fixed labor and equipment rate contracts (such as most of the regional ERRS contracts), indirect costs and profit are included in the direct cost rates.

**Other Direct Costs (ODCs)** are a subcategory of direct costs. These are items such as couriers, copying, materials, travel, lodging, and subcontracted services

such as off-site analytical services, transportation and disposal. ODCs have general and administrative costs (G & A) added to them by the prime. Depending on the contractor's accounting system, ODCs may have general and administrative (G&A) costs or material handling costs added as a percentage of the actual costs of the ODCs. OSCs should check with the FCS 1102 CO to determine the appropriate percentage to apply when preparing IGCE's.

2. **Indirect costs** are not directly identified with a specific project or contract, but are necessary for the work to be done (for example, overhead and G&A). Indirect costs are included in the fixed loaded labor and equipment rates on the ERRS contracts. On cost reimbursement contracts, indirect costs should be taken into account when preparing IGCEs for work to be ordered. The OSC should contact the 1102 FCS1102 to determine the appropriate indirect rates and how these rates should be applied.
3. **Fees** are the profits companies receive for performing work. For estimating purposes only, the fee amount can be approximately by applying a percentage of the total hours expected to be ordered. OSCs should check with the FCS 1102 CO to determine the type of contract being used and the appropriate percentage to apply when preparing an IGCE.

### **3.3.1 Estimating Direct Costs**

The procedure for estimating direct labor and equipment is as follows:

1. Identify and list the major SOW tasks across the top of the page. These tasks should be the same as in the SOW, but should be further broken down, whenever practicable, into subtasks.
2. List the expected personnel labor and equipment categories. These may be obtained from the CO, PO, from reviewing the contract, or previous Task Orders or similar ordering documents issued under the contract.
3. Estimate the hours required by each personnel labor category and for each piece of equipment to perform each task. Consider:
  - The length of the task;
  - The particular work activities required;
  - The number of people, full- or part-time, expected to be required; and,
  - Requirements for equipment usage.
4. Sum up the labor by task to estimate the total labor hours by personnel labor category for the entire project. Sum up the total number of hours/day required for equipment including down times when it is not economically feasible to demobilize the equipment.

5. Multiply total labor hours and equipment hours/days usage time by the pre-negotiated rates or rates determined to be reasonable based on past work, estimates from vendors, or other sources.
6. Sum all the total labor and equipment costs to determine the overall estimated direct costs for the project.

### **3.3.2 Estimating Other Direct Costs (ODCs)**

Some ODCs such as copying, telephones, computer time, miscellaneous supplies, and postage may be estimated by applying a factor to the total loaded labor costs based on the estimate included in the cost proposal or the cost experience on the contract. The application of a percentage factor of 5 - 10% is usually sufficient to cover these costs. Other ODCs such as transportation and disposal (T & D), analytical services, and travel costs may represent a large portion of the overall project costs and, therefore, it is usually recommended that these costs be broken out separately.

Transportation and disposal is often the largest cost category on a particular project. It is very important to use historic information, market surveys, RCMS archives data, the Internet, or other similar sources to obtain accurate cost information for an IGCE.

## **3.4 Subcontract Review and Consent**

Warranted OSCs have the following authority under their DPA:

“During an emergency response or other removal action where the above-named OSC documents an urgent need which requires EPA subcontract consent to avoid negatively impacting the removal action, the above-named OSC, acting as a CO, is authorized to grant subcontract consent, consistent with existing terms and conditions of the EPA’s prime contract, up to an amount not to exceed \$200,000 if the FCS 1102 CO cannot be contacted or cannot provide the required EPA subcontract consent within a reasonable time frame. Within five calendar days after granting EPA subcontract consent, the above-named OSC will transfer all paperwork and information relevant to the subcontract consent to the cognizant FCS 1102 CO for the official contract file.”

The above authority clearly gives the OSC to authority to grant subcontract consent in emergency situations. To be prepared for this potential action, OSCs should learn when consent is required on the various contract vehicles available to them because consent requirements vary by type of contract. Generally, if a contractor has an approved purchasing system, consent is only required for certain types of subcontracts or subcontracts over a certain dollar limit. OSCs should review the “Subcontracts” clause for the specific types and dollar thresholds of subcontracts that require consent and consult their FSC 1102 CO with questions. Even when consent is not required, advance notification of intent to subcontract is usually required by the subcontracts clause.

Because the Emergency and Rapid Response Services (ERRS) contracts are the OSC’s most readily available tool for emergency and time critical responses, the subcontract consent requirements for the ERRS contract are provided below:

“If the contractor does not have an approved purchasing system, consent to subcontracts for ERRS contracts is required for:

- Cost-reimbursement, time-and-materials, or labor-hour subcontracts; and,
- Fixed price subcontracts that exceed either the simplified acquisition threshold (currently \$150,000) or five percent of the total estimated cost of the contract.”

Consent requirements for site specific contracts, START or other contracts may differ and OSCs should familiarize themselves with those other consent requirements. The remainder of this section provides general information about subcontract consent for subcontracts issued by the prime or team subcontractors.

A subcontractor is any supplier, distributor, vendor, or firm that furnishes supplies or services to or for a prime contractor or another subcontractor. Subcontract consent is a requirement set forth in the FAR 44 and is important for the following reasons:

- It is required by FAR Part 44;
- It protects the government’s interests when the interest is not protected by the type of contract or adequate price competition;
- Many contracts compensate for subcontracted costs to the prime contractor on a cost reimbursement basis; and,
- The government promotes competition and, in this way, ensures that the public funds are dispersed as broadly as possible.

**Roles and Responsibilities in  
Subcontract Review and Consent**

<b>Individual</b>	<b>Role in Subcontract Review and Consent</b>
FCS 1102 CO	<ul style="list-style-type: none"> <li>• Ensures prime contractor's notification of intent to subcontract contains all necessary information.</li> <li>• Consents to issuance of subcontracts in writing.</li> </ul>
Warranted OSC	<ul style="list-style-type: none"> <li>• Reviews proposed subcontracts for technical adequacy and cost reasonableness.</li> <li>• Provides recommendation regarding subcontract consent to FCS 1102 CO.</li> <li>• In emergency situations, consents to issuance of subcontracts.</li> <li>• Transfers all paperwork to the 1102 CO within 5 business days of consent.</li> </ul>
PO	<ul style="list-style-type: none"> <li>• If requested, assists CO or Warranted OSC in reviewing subcontractor's proposal for technical adequacy and cost reasonableness.</li> </ul>
Contractor	<ul style="list-style-type: none"> <li>• Provides reasonable advance notification of intent to issue a subcontract and provides all necessary documentation.</li> </ul>

Individual	Role in Subcontract Review and Consent
	<ul style="list-style-type: none"> <li>Submits proposed subcontract and provides reasonable time for the OSC/CO to review package and give consent.</li> </ul>

There are two basic types of subcontractors:

1. **Team subcontractors.** These are subcontractors included in the prime contractor's proposal and part of the prime contractor's team. Team subcontractors may be used by the prime contractor to work on any assignment that the prime deems appropriate. Team subcontractors are authorized in the contract during contract negotiations with the prime contractor and the prime needs no further EPA consent to use them. (OSCs may be asked to review the proposed use of a team subcontractor for its technical qualifications during the pre-award process.) OSCs should know the names of the team subcontractors.
2. **Non-Team subcontractors.** These are subcontractors with specialized services not currently part of the prime contractor's team. Non-team subcontractors are used by the prime contractor on an as-needed basis only, and should be procured competitively by the prime. The subcontracts are governed by the requirements in the subcontracts and subcontract consent clauses of the contracts.

All subcontracts must be within the scope or terms of the prime contract. The prime contractor's notification of intent to subcontract must contain all of the relevant information listed in the checklist provided in Appendix 4-D. And, as discussed in Section 3.7 under *Prohibited actions related to subcontracting*, subcontractor selection must never be directed by EPA.

Requests to subcontract must demonstrate that the price for the proposed subcontract is reasonable. The CO/Warranted OSC should consider:

- Whether the contractor obtained adequate competition or justified its absence?
- A wide disparity in prices may indicate a lack of understanding of the requirement.
- If past pricing history is used to justify the price, consider whether or not these reflect current market prices.
- Investigate frequent use of a subsidiary of the prime to ensure the integrity of the subcontract bidding process.
- Make sure all factors are taken into account for pricing (i.e., transportation, shipping, etc.)

The following three-step process should be followed during review and consent to the issuance of a subcontract.

### **Step 1 - Prime Contractor Submits Notice of Intent to Subcontract**

Section 52.244-2 of the FAR requires the prime contractor to give reasonable advance notification to the CO/OSC of the intent to subcontract. The subcontract consent package should contain all the information required by the FAR, as well as any special requirements of the contract. Provided all the appropriate documentation is furnished, it is the CO/Warranted OSC's responsibility to review and provide consent to the prime to enter into a subcontract. By consenting to a subcontract package, the CO/Warranted OSC is not approving the terms of the subcontract or price or the allowableness of any costs under the subcontract. The subcontract consent does not relieve the prime contractor of any contractual or legal obligation.

### **Step 2 - CO/OSC Decides Whether to Consent to Issuance of Subcontract**

Only the CO/Warranted OSC (up to the delegated level of authority) can give consent for a subcontract. The CO/Warranted OSC makes the ultimate consent decision in the form of a signed written letter to the contractor (or other mechanism acceptable to the Contracting Officer). The CO/Warranted OSC reviews the request and supporting documentation and considers all of the factors listed in FAR 44.202-2, as well as other factors that should be addressed by the prime in the request to subcontract.

The prime contractor can utilize a sole source subcontract, if appropriate, provided documentation is provided and the award is made in accordance with approved procedures. Justifications for sole source awards are acceptable only if the prime contractor provides substantive evidence that no other responsible party exist, or there are circumstances of unusual and compelling urgency. Statements of uniqueness, including requirements for geographical location, site specific experience, or that the offeror is the only available source, are not acceptable justifications unless adequate documentation is submitted by the prime contractor. Additionally, EPA experience or incumbent contractor status rarely qualifies as uniqueness under sole source awards, absent other supporting factors. Further, lack of planning is not an adequate justification for sole source awards. If the subcontract is awarded under the Mentor-Protégée Program and is \$1,000,000 or less, competition is not required.

File documentation reflecting review of the requirements set forth in FAR 44.202-2 is **required**. In order to assist in evaluating the subcontract consent request, the Subcontract Consent Review Checklist can be used. The following FAR clauses may also be consulted for further guidance on subcontract consent (FAR 52.244-2, FAR 52.244-5, EP 52.244-100, and FAR Chapter 44). The FAR is accessible through the Internet at: <https://www.acquisition.gov/far/>. Finally, OSCs should coordinate with their Regional COs to ensure the checklist being used meets all requirements of the contract **and the FAR**.

### **Step 3 - Decision Documentation**

Once a determination is made to provide consent to subcontract, the contractor must be notified in writing and the file must be appropriately documented. The contractor is

required to obtain the Contracting Officer's written consent before placing any subcontract for which advance notification is required for which consent is required by the contract.

The letter to the contractor should normally contain the consent to subcontract, the name of the firm for which consent is provided, the address for which the consent is provided, as well as the amount of the subcontract, period of performance and a brief statement identifying the services to be performed. (See Appendix 4-D.)

#### *Review and Consent of Subcontracts of Team Subcontractors*

When a team subcontractor contracts with another subcontractor, the same process is followed except that everything goes through the prime contractor. The team subcontractor prepares the notice of intent to subcontract and delivers it to the prime, who in turn, sends it to the CO. The team subcontractor, instead of the prime contractor, selects a subcontractor. Then, the team subcontractor submits all the necessary documentation to the prime, who sends it to the CO for consent. The OSC and the PO, if requested, review the subcontractor's proposal for technical adequacy and cost reasonableness, and make recommendations based on their review. Upon the CO's consent to issuance of the team subcontractor's subcontract, the CO informs the prime, who informs the team subcontractor.

### **3.5 Stop Work Orders**

Warranted OSCs have the following authority under their DPA:

“Warranted OSCs are authorized to issue written orders to stop all or any part of the work ordered in removal response contracts that contain a stop work order clause. The stop work period shall not exceed fourteen (14) calendar days.”

In all cases, the contractor should only be requested to stop work when it is absolutely essential, since the contractor can submit claims for costs incurred during the time work is stopped. Warranted OSCs should use his/her stop work authority only in emergency situations. They should notify the FSC 1102 CO as soon as practicable after they have issued the stop work order. In all other emergency situations, the FSC 1102 CO should issue stop work orders because of the paperwork and cost issues involved.

While a Warranted OSC does have the authority to stop work, it may not be necessary to formally stop work to correct unsafe conditions. The OSCs always has the authority and responsibility to halt any unsafe practice on a site. It may be possible to accomplish this by directing the contractor to complete other tasks within the TO or by temporarily demobilizing from the site. The OSC should be familiar with the clause in the contract that sets forth the parameters of stop work orders for individual task orders.

Important questions for a Warranted OSC to consider include:

- How serious is the problem?
- How long will it take to correct the problem?

- Which is more costly to the government - paying additional money for stopping the work until the problem is fixed or paying money for the work to be corrected later?

Before issuing an emergency stop work order, there are three steps the Warranted OSC should follow. The first step is to establish a time frame (not to exceed 14 days) for the stop work period. Next, determine the impact on the government if work stops versus if the work continues. Lastly, issue the stop work order (clearly including the duration of the work stoppage) and document the decision.

If a stop work period longer than 14 days is necessary, the Warranted OSC must coordinate this early with the FCS 1102 CO because approval from one level above the CO is required. Additionally, once work has stopped, the OSC may decide not to resume it, in which case he/she shall discuss termination of the TO with the FCS 1102 CO. Any decision to terminate should be made within the period of the stop work order. Since reasonable costs resulting from the stop work order are generally considered allowable costs in a settlement agreement with a contractor, the Government should promptly terminate TOs when appropriate and inform the contractor as soon as possible.

The following summarizes the factors that should be considered in making this determination.

**Factors That Determine the Impact of Stop Work Orders**

- Estimated cost for delaying the work
- Potential effect on labor (loss of skilled labor, loss of efficiency)
- Potential damage to perishable goods
- Estimated effect on overhead (inventory, indirect labor, etc.)
- Any adverse effects of the potential delay on contract completion

This risk/benefit analysis involves several areas of consideration:

- *The purpose for stopping work.* This may override any other consideration. An example would be when the Occupational Safety and Health Administration orders a government job site closed.
- *A cost assessment.* Analyze the estimated cost for work stoppage versus the cost of government liability if the work continued.

- *Other alternatives.* There may not appear to be other alternatives, but often there are. A termination for convenience may be a practical alternative, for instance.

#### **Additional Factors to be Considered**

Do not issue a stop work order unless:

- You review the contract to be sure the stop work clause is in the contract.
- You have reviewed the stop work order clause in the contract and applicable FAR provisions.
- It is advisable to suspend work pending a decision by the government.
- A supplemental agreement covering the suspension is not feasible.
- The issuance of the stop work order is approved by the RCO supervisor.

The written stop work order should include all of the content requirements listed below:

#### **Minimum Content Requirements for a Stop Work Order**

- The effective date and time.
- Nature of or reason for the stop work.
- A description of the work to be suspended.
- Instructions concerning the contractor's issuance of further orders for materials or services.
- Guidance to the contractor concerning subcontractors.
- Other suggestions to the contractor for minimizing costs.

Regardless of whether the OSC presents the stop work order to the contractor in person or through a third-party messenger, such as Federal Express or the US Postal Service, the OSC must obtain the signature of a contractor employee acknowledging receipt of the stop work order. Without this acknowledgment, the documentation is incomplete.

The OSC must keep the contractor fully informed and keep the lines of communication open. This promotes better planning by both the Government and the contractor. At a minimum, the topics listed below should be discussed.

**Topics for Stop Work Order Discussions with Contractors**

- Fully discuss the reasons for issuing the stop work order.
- Explain the factors considered when reaching any specified time frame and the degree to which it is certain or subject to revision.
- Explore the appropriateness and the impact of possible time frames for the work stoppage.
- Obtain an estimate of labor and other costs of the expected work stoppage.
- Discuss any alternate actions to continuing the stop work order. Ask the contractor for suggestions.
- Investigate the contractor's amenability to bilaterally extending the stop work order beyond a 14-day period in the event that becomes necessary.
- Discuss the *type* of costs that the government can agree to cover and those for which it is unable to provide compensation.

Whenever possible, Warranted OSCs are strongly advised to discuss stop work issues with their FSC 1102 CO.

### **3.6 Conflicts of Interest (COI)**

EPA contracts normally contain conflict of interest provisions. A removal contractor may have an actual or potential organizational or a personal conflict of interest (COI) with regard to the work that needs to be performed at a particular site. OSCs will find guidance for handling COI, if it arises, at the Office of Acquisition Management (OAM) Web site: <http://intranet.epa.gov/oamintra>. An example of a potential conflict of interest is when the contractor has performed prior work for a property or facility owner on the site or even at another location. Prior to work at any site, the contractor ***must disclose to the CO*** any organizational or personal COI, as defined in the contract clauses and the FAR. OSCs, however, also need to be aware of COI issues and notify the FCS 1102 CO as soon as possible regarding any concerns. The CO must then determine whether the actual or potential COI can be mitigated, and whether the contractor will be allowed to perform work on the site.

Any EPA removal contract may be terminated for convenience, in whole or in part, in order to avoid an organizational COI. Failure of the contractor to notify the EPA of COI situations may result in termination of the contract for default. COI provisions must also be included in all subcontracts unless otherwise noted in specific contract clauses. ERRS contracts

do not require COI determinations for subcontracts for well drilling, fence erecting, plumbing, utility hookups, security guard services, or electrical services.

## 3.7 Vulnerabilities

Warranted OSCs, because of their unique role as both Contracting Officer and the Contracting Officer's Representative (COR), must be especially aware of creating appearances of impropriety in acquisitions. All government contracts are subject to the provisions of the FAR and U.S. Code affecting ethics for Government employees, which is available at: <http://www.usoge.gov>. In addition to procurement regulations, the FAR addresses areas of extreme sensitivity which include, but are not limited to, inherently governmental functions, personal services, gratuities, disclosure of confidential business and procurement information, and government impartiality. An OSC must be aware of, and be sensitive to, these issues concerning the relationship between EPA and contractors. To protect EPA, every effort should be made to adhere to the rules which define the EPA-contractor relationship. Guidance on relationships with contractors is available at: <http://intranet.epa.gov/oamintra>. Congressional concern has been expressed to EPA several times on this issue.

### 3.7.1 Inherently Governmental Functions

The extent of the Agency's contracting, coupled with its regulatory nature, results in a limited number of contractors providing support in a variety of potentially sensitive areas. Contractors are prohibited from performing anything intrinsic to the execution of Government responsibilities, including any function so intimately linked to the public's interest that the government is mandated to perform it. FAR 7.5 defines Inherently Governmental Functions at: <http://www.acquisition.gov/far/html/Subpart%207.5.html>. In general, contractors *can support* the EPA as long as discretionary and value-making decisions are made by Government employees. However, EPA must always play a proactive role in ensuring that final Agency products and decisions are unbiased and appropriately represent Agency thinking. The contractor must demonstrate that it is free of any conflicts of interest and that the contract requires the contractor to disclose and rank the alternatives available, the procedures used, the substance of any deliberations and any dissenting views, the sources relied upon, and make clear the basis for any recommendations. Having accepted a final product from a contractor, EPA becomes responsible for its content and for how it may be used in Agency decision making.

Agency responsibility and accountability begins when a decision is made to use contractor support. Inherently governmental functions *must not* be included in any contract SOW. The best protection against the misuse of contractor support is a well-written and detailed SOW.

### 3.7.2 Personal Services

EPA has no authority to award personal services contracts. A personal services contract is a contract that, by its express terms or as administered, makes the contractor's staff appear, in effect, to be government employees. It is the responsibility of the OSC to ensure that the

appearance of an employer/employee relationship does not exist. This can be accomplished by maintaining separate work areas and ensuring that all work transactions, such as technical direction, are between the OSC and the contractor's designated point-of-contact at the site. In essence, the OSC is expected to monitor contractor performance, rather than direct individual contractor employees in their work. Personal services include actions such as approving or disapproving contractor staff or their personal time outside of daily site activities, providing day-to-day instructions to contractor employees, and evaluating the performance of individual contractor employees. OSCs are not allowed to provide contractor employees any type of direct performance evaluation. EPA evaluates the performance of the contractor, not its specific employees. The language of a SOW should be sufficiently detailed so that the contractor may work independently. EPA and OAM policy on personal services can be found at: <http://intranet.epa.gov/oamintra/>.

### **3.7.3 Prohibited Actions Related to Subcontracting**

The Government's only direct contractual relationship is with the prime contractor. Chapter 44 of the EPAAG and FAR Subpart 44.2 address numerous issues related to subcontracting. The following are several key prohibited activities by Agency personnel involved in contract management:

- Directing the prime contractor to subcontract with a specific firm. The mere suggestion of a particular firm is improper; however, provision of a general list of potential subcontractors is acceptable;
- Directing that any portion of work should be performed by subcontracting, rather than the prime contractor is improper;
- Providing technical direction to a subcontractor without the knowledge of the prime contractor is improper; and
- Directly monitoring a subcontractor's technical performance and financial expenditures to the exclusion of the prime contractor (any technical or financial subcontract problem shall be documented and brought to the attention of the prime contractor who is responsible for subcontract oversight).

## **3.8 Interacting with Contractors: *Contractor Oversight/Technical Direction/Technical Communication***

Oversight of a contractor's performance generally relates to the manner in which authorized EPA employees (e.g., CORs, OSCs, etc.) provide work direction to the contractor. Exchange of information of a technical nature is not prohibited when provided by the appropriate Government representative. When interacting with contractors it's important to distinguish between what types of communication exchanges constitute technical communication and technical direction. Technical communication is a more informal information exchange when compared to technical direction. Appropriate technical direction is more specific in nature and provides clarification of ambiguous technical requirements to ensure efficient and effective

contractor performance. The formal definitions of technical communication and technical direction are provided below.

- **Technical Communication:** The informal exchange of information between Federal employees and contractors. Such communication includes information exchanged on a broad range of topics such as, but not limited to: scientific information, research information, or information technology. Technical communication is more general in nature than technical direction; it does not direct the contractor, and is not binding on the contractor.
- **Technical Direction:** The Environmental Protection Agency Acquisition Regulation (EPAAR) contract clause 1552.237-71, Technical Direction, defines technical direction, who can issue it, its limits, and procedures for issuing it. Technical direction is instruction to the contractor that approves approaches, solutions, designs, or refinements; fills in details; completes the general description of work or documentation items; shifts emphasis among work areas or tasks; or provides similar guidance. It includes evaluation of contractor performance and comments on deliverables. Technical direction is binding on the contractor. ***Only the CO or the COR is authorized to give technical direction.***

Proper technical direction is not supervision or assignment of tasks to contractor personnel, which are examples of personal services and are prohibited in all Federal contracts. Technical direction may be provided in writing by Daily Work Orders (DWOs) under the ERRS contract, Technical Direction Documents (TDDs) under the START contracts or similar mechanisms. Oral technical direction should be followed up in writing within five days.

### **3.8.1 Authority to Interact with Contractor Personnel (*Refer to Appendix 3-A*)**

The following are a few important things to remember when interacting with contractors:

- The contract always governs contract performance. This can best be accomplished with a well-structured contract that clearly sets forth the responsibilities of the Government and the contractor.
- Technical direction shall be issued by the CO or the COR only. Technical direction must be within the scope of the contract and must be issued in a manner that avoids unauthorized personal services.
- Contractor employees working on-site, frequently side-by-side with Federal employees, creates a unique situation where interaction is unavoidable. Federal employees must recognize the limitations on interaction with contractor employees and guard against improper relationships. Federal employees may engage in technical communication with contractor employees, where appropriate. Although it is permissible for Federal employees to engage in technical communication, they must use discretion to ensure their communication does not interfere with contractor performance.

The following table summarizes the responsibilities of Federal employees and the extent of their authority to interact with contractors.

<b>Position</b>	<b>Authority to Initiate or Modify Contracts</b>	<b>Authority to issue Technical direction</b>	<b>May engage in technical communication</b>
Contracting Officer	YES	YES	YES
COR	NO	YES	YES
Other Federal employees	NO	NO	YES

### **3.9 Contract File Documentation**

An official file must be maintained for all issued contracts. The CO and Warranted and unwarranted OSCs acting as CORs have responsibilities for ensuring that all appropriate documents are maintained in the official file. The CO shall maintain the copies of the official contract document(s), IGCE, procurement request, and subcontract consents. The OSC will maintain files related to daily site activities, such as Daily Work Orders and 1900-55s.

### **3.10 Contract Labor Provisions**

#### **3.10.1 Davis-Bacon Act/Service Contract Act Provisions**

The ERRS contracts are subject to the Davis-Bacon Act (DBA) and the Service Contract Act (SCA). The SCA and DBA are Federal labor statutes that require employers to pay minimum wage rates for certain types of work. The rates for SCA and DBA are generally incorporated into the ERRS contract. The START contracts are not subject to these labor statutes because they provide professional services not covered by these laws.

The DBA applies to contracts, or Task Orders (TOs) under an ERRS contract, for construction that exceeds \$2,000 and applies to actual construction, alteration, and/or repair (including painting and decorating) of a public building or public work that is financed in whole or in part from Federal funds. Typical construction activities may include:

- Construction of permanent water treatment system
- Excavating, consolidating, capping of contaminated soil, backfilling, regrading, and re-seeding of excavated area
- Construction of a water distribution system
- Installation of a security fence/warning signs (When this is the only action to be performed at the site)

The SCA applies to contracts or any subcontract performed in the US in excess of \$2,500 which has as its principal purpose the furnishing of services through the use of service employees. A service activity can be performed by either professional or non-professional personnel. **Exhibit 3-2** highlights typical service activities.

In order to make a determination of DBA applicability under a service contract that contains elements of construction activity, it must be determined if the DBA work is considered “substantial” and “segregable”. Substantial is defined as “the contract contains specific requirements for substantial amounts of construction work, or it is ascertainable at the contract date that a substantial amount of construction work will be necessary for the performance of the contract (or task order.) Segregable is defined as Asuch construction work which is physically and functionally separate from and, as a practical matter, is capable of being performed on a segregated basis from the other work required by the contract.”

The following three examples illustrate the concept of substantial and segregable:

1. In an action that calls for the removal and disposal of drums of hazardous waste, the contract/task order is principally for service (removal and disposal). However, site set-up requires some incidental construction activities, such as electrical hook-up, construction of stairs for the command post, clearing and construction of access road, etc. These activities are not substantial relative to the overall scope of the action.

**Exhibit 3-2:  
Typical Service Activities Under SCA**

- Maintenance, overhaul, repair, servicing, rehabilitation, salvage, modernization, or modification of supplies, systems, or equipment
- Routine recurring maintenance of real property
- Construction or repair of personal property
- Consulting Services
- Engineering and technical services
- Operation of government-owned equipment, facilities, and systems
- Transportation and related services
- Research and Development
- Chemical testing and analysis
- Data collection, procession, and analysis
- Exploratory drilling i.e. installation of monitoring wells
- Geological field surveys and testing
- Laboratory analysis
- Transportation of property or personnel
- Solid waste removal
- Tree planting, thinning, and clearing or timber or brush
- Installation of transportable treatment units

The following activities could be determined to fall under DBA:

- Dismantling, demolition or removal of improvements (These activities fall under DBA when it is determined they will be substantial and segregable)
- Landscaping (other than as part of construction)
- Surveying and mapping services (not directly related to construction)

2. In an action that calls for excavation and off-site disposal of contaminated soil, the principal purpose of the task order is service (removal of soil through transportation and disposal). The excavation and staging of the soil is an activity which is substantial and can be functionally separated from the transportation and disposal.
3. In an action that calls for excavation and on-site incineration of contaminated soil, the principal purpose of the task order is still service (treatment of contaminated soil). In this case, excavation is substantial, but as a practical matter may be segregable from the incineration of the soil if the activity is continuous and is to be performed by the same contractor employees. However, if the two activities are phased, or if the incineration is then capable of being segregated from the excavation, it should be treated accordingly.

Additional information on the Davis-Bacon Act is found in FAR Part 22.4. Additional information about the Service Contract Act is found in FAR 22.10.

### **3.10.2 Bonding**

The FAR and EPA's regulations governing Superfund Cooperative Agreements (41 CFR 31.36) require performance and payment bonds for any construction contract (or Task Order) exceeding \$25,000. This requirement may be waived by the FCS 1102 Contracting Officer or EPA's award official provided the Federal Government's financial interest is adequately protected. Generally, bonding costs are reimbursed to the contractor as an ODC.

## **Appendix 3-A**

### **EPA Order 1900.1A CHG 2**

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**Classification No.:** 1900.1A CHG 2  
**Approval Date:** December 13, 2005  
**Review Date:** December 13, 2011

### **Interacting With Contractors**

1. **PURPOSE.** This Order provides general guidance to Federal employees on maintaining proper relationships with contractors. The Order highlights issues that may arise in an environment where Federal employees and contractors work closely together. It is not a substitute for contracts, ethics, or legal advice. Please obtain advice on specific issues from the cognizant CO, ethics official or legal counsel. Many issues require an extensive review of the facts and circumstances as well as a detailed knowledge of the terms of the contracts and the applicable regulations.

2. **APPLICABILITY.** The Order applies to all contracts funded with Agency appropriations, including contracts awarded by Agency contracting officers and Government wide acquisition contracts and multiple agency contracts, which may be accessed through an interagency agreement.

3. **BACKGROUND.**

a. EPA spends over a billion dollars a year for contractor services. A large number of contractor employees perform a variety of tasks in support of the Agency mission. Many of these contractor employees work on-site at Agency facilities. As a result, all employees must understand the acquisition, appropriation, ethics, and other regulations that apply to interacting with contractors to avoid any problems or improper relationships.

b. This order was originally issued in April 1994, during the period in which the Agency experienced substantial contract management weaknesses. These weaknesses included improper interaction between EPA and contractor employees. Agency contract management practices, especially as related to the technical direction of, and social interactions with, on-site contractors have improved significantly since then. This revised order reinforces the continuing need for diligent contract management, especially over contractors performing work on-site. It also clarifies the degree to which Federal employees and contractor employees may interact, and includes timely and relevant examples of appropriate interaction with contractor employees.

#### 4. **DEFINITIONS.**

a. **Contracting Officers (CO)** - The Federal Acquisition Regulation (FAR) Subpart 2.1 states “Contracting officer” means a person with the authority to enter into, administer, and/or terminate contracts and make related determinations and findings. FAR Subpart 1.6 and the EPA Contracts Management Manual (CMM), Section 1.2, cover the appointment and authorities of COs.

b. **Contracting Officer’s Representative (COR)** - The requirements to be a COR and corresponding responsibilities are listed in the CMM, Section 42.1. The COR is an authorized representative of a contracting officer. A COR may be an employee of either EPA or another Federal agency. CORs are nominated by the program office and appointed to the contract by the CO. At EPA, the term “COR” is used as a generic title covering project officer, work assignment manager, delivery order project officer, task order project officer, task monitor, and so forth.

c. **Inherently Governmental Function (IGF)** - FAR Subpart 2.1 states “Inherently governmental function” means, as a matter of policy, a function that is so intimately related to the public interest as to mandate performance by Government employees. Contracts shall not be used for the performance of inherently governmental functions. A list of examples of functions considered to be inherently governmental functions or which shall be treated as such, is available in the FAR, Subpart 7.5.

d. **Personal Services Contract** - FAR 37.104 provides guidance on personal services contracts. A personal services contract is a contract which, by its terms or as administered, results in contractor employees being subject to relatively continuous supervision and direct control by a Government official or employee. A personal services contract is characterized by the employer-employee relationship it creates between the Government and the contractor employees. When not specifically authorized, personal services contracts inappropriately augment Agency staff without proper legislative review. Inappropriate personal services circumvent the civil service laws which require the Government to obtain its employees through direct hire in accordance with ceilings established by the Office of Management and Budget (OMB).

e. **Technical Communication** - The informal exchange of information between Federal employees and contractors. Such communication includes information exchanged on a broad range of topics such as, but not limited to: scientific information, research information, or information technology. Technical communication is more general in nature than technical direction; it does not direct the contractor, and is not binding on the contractor.

f. **Technical Direction** - The Environmental Protection Agency Acquisition Regulation (EPAAR) contract clause 1552.237-71, Technical Direction, defines technical direction, who can issue it, its limits, and procedures for issuing it. Technical direction is instruction to the contractor that approves approaches, solutions, designs, or refinements; fills in details; completes the general description of work or documentation items; shifts

emphasis among work areas or tasks; or provides similar guidance. It includes evaluation of contractor performance and comments on deliverables. Technical direction is binding on the contractor. Only the CO or the COR is authorized to give technical direction.

## 5. **RESPONSIBILITIES:**

a. All Federal employees interacting with contractors are responsible for ensuring their interactions are fair, impartial, and in compliance with Federal and Agency acquisition and ethics policy. Maintaining proper business relationships with contractor employees is a cooperative effort involving the CO and the program personnel involved in contract management.

b. The CO is responsible for determining, prior to award, that a contract does not include inherently governmental functions or unauthorized personal services and that controls are in place to protect against contract management vulnerabilities. COs are responsible for investigating any claims of inappropriate interaction with contractors and for taking appropriate action to ensure that contracts are managed to maintain proper contractual relationships.

c. CORs are responsible for providing technical direction and ensuring the contractor does not perform inherently governmental functions or unauthorized personal services, and that contract management controls are enforced.

d. As required by Section 3.2 of the CMM, program and regional offices are responsible for performing biannual Management Effectiveness Review on contracts susceptible to improper contractor relationships. Section 3.2 of the CMM also provides additional information on maintaining proper relationships with contractor employees.

## 6. **AUTHORITY TO INTERACT WITH CONTRACTOR PERSONNEL**

a. The contract always governs contract performance. This can best be accomplished with a well-structured contract that clearly sets forth the responsibilities of the Government and the contractor. To the maximum extent possible, contracts shall be performance-based, describing the desired results (outcomes) and allowing the contractor to innovate in meeting the requirements. Because it is results rather than process oriented, this type of contract lessens the Government's involvement in the contractor's daily operations, thus protecting against inappropriate interactions in contractor personnel issues.

b. Technical direction shall be issued by the CO or the COR only. Technical direction must be within the scope of the contract and must be issued in a manner that avoids unauthorized personal services.

c. Contractor employees working on-site, frequently side-by-side with Federal employees, creates a unique situation where interaction is unavoidable. Federal employees must recognize the limitations on interaction with contractor employees and guard against improper relationships. Federal employees may engage in technical communication with contractor employees, where appropriate. Although it is permissible for Federal employees to engage in technical communication, they must use discretion to ensure their communication does not interfere with contractor performance.

d. The following table summarizes the responsibilities of Federal employees and the extent of their authority to interact with contractors.

<b>Position</b>	<b>Authority to Initiate or Modify Contracts</b>	<b>Authority to issue Technical direction</b>	<b>May engage in technical communication</b>
<b>CO</b>	<b>YES</b>	<b>YES</b>	<b>YES</b>
<b>COR</b>	<b>NO</b>	<b>YES</b>	<b>YES</b>
<b>Other Federal employees</b>	<b>NO</b>	<b>NO</b>	<b>YES</b>

Please see Appendices A and B for examples of permissible interactions with contractors, with an emphasis on distinguishing technical communication from technical direction. Appendix C gives examples of prohibited interactions between Federal employees and contractors.

## **7. GENERAL RULES GOVERNING INTERACTIONS WITH CONTRACTORS**

### **a. Mixed Teams of Contractor and Federal Employees are Permissible.**

Agency offices may utilize Mixed Teams, comprised of contractors and Federal employees, which are formed when they are the most efficient way to implement a required project and task. Mixed Teams facilitate the exchange of technical information within the scope of work for a specific task or project. The COR may authorize the formation of the team, in collaboration with the contractor's point of contact. But, because the COR is not required to be a member of the team, other Federal employee team members must guard against engaging in technical direction to contractor members. Both the CO and COR may provide Federal employees with the contractor's work plan when needed to implement a required task. In these instances, the cost proposal and any applicable contract rate information should be excluded. Due to the complexities of some Mixed Teams, it may be necessary to develop internal control procedures that ensure proper exchange between team members.

**b. Government Business Must Be Conducted in a Manner Above Reproach with Complete Impartiality and Without Preferential Treatment.** All Federal employees are governed by the Standards of Ethical Conduct for Employees of the Executive Branch. This document is available at the United States Office of Government Ethics Internet site, <http://www.usoge.gov>. The Standards of Ethical Conduct include

rules related to personal and business relations, accepting gifts, conflicting financial interests, and other areas employees who interact with contractors must follow.

(1) Care must be exercised to avoid conflicts of interest, especially for employees managing an organization or a contract. Agency employees should limit social interactions with contractor employees performing work for their office.

(2) Federal employees participating personally and substantially in a Federal procurement (see FAR 3.104-1 for a definition this phrase), shall use discretion in their interactions with potential offers and shall not disclose procurement information unless specifically authorized to do so.

(3) If you are unsure of how to interpret an ethics rule or how it applies in your situation, ask your ethics official for help.

c. **Respect the Employer-Employee Relationship Between Contractors and Their Employees.** Federal employees are not permitted to intervene in a contractor's personnel activities, including hiring, firing, or promoting of contractor employees, assigning particular employees to specific tasks, or rewarding individual contractor employees.

(1) Note, in some cases, such as under the Key Personnel clause or other contract terms, the contractor is required to submit resumes for individuals the firm proposes to use on the contract. In these cases, the resume is reviewed against the qualifications listed in the contract. This is not the same as directing the contractor to hire a specific individual which constitutes personal services.

(2) Federal employees are prohibited from asking contractors to hire, in a "holding pattern," individuals who may be candidates for Agency positions, pending completion of competitive civil service procedures.

(3) Federal employees must not participate in resolving personnel matters for contractors. Contractor employees must be directed to their appropriate points of contact within their corporation for resolution of these issues in accordance with the contractor's policies.

(4) Evaluation of contractor performance, whether positive or negative, must be provided through the contract past performance process, or the incentive fee process, if applicable.

d. **Safeguard Procurement, Privacy Act, Confidential Business, and Other Nonpublic Information.** Federal employees are responsible for protecting sensitive information. Sensitive information includes:

- Confidential Business Information (CBI)
- Confidential Agency Information (CAI)
- Privacy Act and other personal information
- Enforcement-confidential information
- Budgetary information prior to Office of Management and Budget release
- Other information that is exempt from disclosure under the Freedom of Information Act (FOIA)
- National security information

For a definition of these types of information and more detailed guidance, see the Office of Environmental Information's Information Sensitivity Compendium available at <http://intranet.epa.gov/oei/pdf/compendium-final.pdf>. Sensitive information shall not be released to contractors unless it is allowed under the contract and all contract management controls and applicable statutory procedures are followed. Consult with the Office of General Counsel on issues related to CBI, the Trade Secrets Act, or the Privacy Act. Your organization's Information Security Officer can also assist with questions on safeguarding sensitive information.

(1) Contractors should not be provided with copies of EPA internal correspondence, except by the CO or the COR when providing this information is within the scope of the contract or when it affects the conditions of the facility in which the contractor's employees are working (e.g., scheduled repair work to be performed or building closings).

(2) To protect sensitive information from being inadvertently seen or overheard by contractors, appropriate management controls must be in place and enforced. These controls may include limiting contractors' access to EPA office areas, fax machines, copiers, computers, or file rooms where the Agency receives, copies, or stores sensitive or confidential information. Contracts which allow contractors access to sensitive information shall include appropriate safeguards to ensure adequate protection of this information, such as security clearances and signed confidentiality statements.

e. **Distinguish Contractor Employees from Federal Employees.** There are fundamental legal and ethical distinctions between contractor employees and Federal employees. Controls must be in place to identify contractor employees.

(1) When in EPA facilities, contractor employees must display badges that identify them as contractors. In meetings, on the phone, and in systems such as voice-mail and e-mail, contractor employees must identify themselves as such and provide the name of their firm. Contractor employees listed in EPA telephone and building directories must be differentiated from Federal employees.

(2) Contractor work areas must be specifically identified with the name of the firm.

(3) Contractors shall not attend meetings as the official representative of an EPA organization.

(4) Contractor employees shall not attend EPA meetings unless the contractor's participation is required for performance of the contract and this requirement is documented in the statement of work or technical direction.

8. **ADDITIONAL GUIDANCE AND ASSISTANCE**. For guidance in the following areas, contact the official listed.

a. Questions concerning a specific contract, such as the scope of the contract, contract clauses, contractor conflicts of interest, technical direction versus technical communication, should be referred to the CO and COR. Always keep the CO advised of issues relating to interactions with the contractor.

b. The Office of General Counsel (OGC) can provide guidance regulations covering sensitive information, such CBI, and the Trades Secrets Act. OGC can also assist with questions concerning appropriations law.

c. Report any information or allegations of criminal wrongdoing to the Office of Inspector General's (OIG) Hotline or the Office of Investigations directly. The OIG can assist with questions concerning criminal activity, on the part of a contractor or Federal employee, and fraud, waste or abuse.

d. Your organization's ethics official can assist with ethics issues such as social interactions with contractors, financial conflicts of interest, and accepting gifts.

e. Your organization's Information Security Officer can assist with issues related to safeguarding sensitive information.

## APPENDIX A

### Examples of Technical Direction Limited to Contracting Officers (CO) and Contracting Officer Representatives (COR)

**Governing Principle:** Technical direction shall be issued by the CO or by the COR in accordance with EPAAR Clause 1552.237-71, Technical Direction. Technical direction is the clarification of important technical requirements within the scope of a contract. It does not create new work or change the contract.

1. A CO/COR provides specific direction on a work assignment to a contractor such as anticipated delivery date(s) of samples, composition of samples or their matrix, and resolution of problems with samples such as interferences. (Conversely, the contractor asks these questions of the CO/COR).
2. While conducting fieldwork, a CO/COR provides specific direction to the contractor, such as locations for well installation, sampling locations, and technical corrective actions; all requirements are within the scope of the work.
3. After reviewing a draft report, which is a contract deliverable, the CO/COR requests the contractor to change the title on the report cover and to reorder two sections presented on two pages of a 50-page report.
4. A CO/COR meets with a contractor and provides specific contents of a briefing package which was identified as a task in the work assignment. No change in the task is made.
5. A CO/COR meets with a contractor to provide direction on a contract deliverable.
6. A CO/COR provides the contractor with new or updated information (with no cost impact) related to drawings which are referenced in the statement of work.

## APPENDIX B

### Examples of Technical Communication and Permissible Interactions with Contractors

**Governing Principle:** Technical communication is the informal exchange of information between Federal employees and contractors. It does not provide contract direction to a contractor. These activities do not require the presence of a CO or COR.

1. A Federal employee meets with a contractor and discusses capabilities and limitations of the organic analysis techniques used by the contractor.
2. A Federal employee discovers a contractor performing a task which the Federal employee knows is not being done according to protocol; the Federal employee identifies the discrepancy and suggests the contractor contact contract management or the COR. The Federal employee immediately contacts the COR to alert him to the incident.
3. A Federal employee requests and receives information and literature from various contractor-operated Agency hot lines and help lines.
4. A Federal employee requests computer support from a contractor-operated help desk. Examples of computer support services are personal computer or Local Area Network troubleshooting support, software support, personal computer training, data recovery assistance, and disk archiving and other similar information technology (IT) support as defined in a specific contract.
5. A Federal employee requests technical assistance, graphic and website design, or IT user support services where the technical assistance is mandated and monitored under an existing contract.
6. A contractor participates in discussions at professional meetings attended by both Federal employees and contractor employees (peer-to-peer exchanges).
7. A Federal employee and a contractor ride together in a Government-owned vehicle or the Federal employee's privately owned vehicle to a field site on official business. (Also see Appendix C, number 8, for a related, prohibited activity.)
8. Contractor employees attend an Agency office's holiday party. The contractor's time is not being billed to the Government. The event may be on-site or off-site. The party is not paid for with appropriated funds.

## APPENDIX C

### Examples of Prohibited Interactions with Contractors

1. A Federal employee requests to have specific contractor employees assigned to work on a delivery order or work assignment.
2. A Federal employee suggests a promotion or other performance award for certain contractor employees.
3. A Federal employee sits in on an interview for potential contractor employees and offers suggestions on whom to hire, or is otherwise involved in the hiring of such employees.
4. A Federal employee invites contractor employees to attend an EPA meeting or other work session not related to his or her contract performance.
5. A Federal employee invites contractor employees to attend a holiday party or recreational activity while the contractor is on official time that is being billed to the Government.
6. A contractor employee participates as a decision-making member of the EPA committee planning an EPA award ceremony.
7. A Federal employee negotiates price or contract terms and conditions with contractor employees during the course of market research.
8. A Federal employee accepts a ride with a contractor to a field site for a work-related purpose in a contractor-owned vehicle or a vehicle owned by a contractor employee. Such a practice raises conflict of interest concerns and would improperly augment the Agency's appropriations. (See Appendix B, example 7, for a related, permissible activity.)

# **Chapter 4**

## **OSC Tools**

# Chapter 4. OSC Tools

## 4.1 Tools Under Delegated Procurement Authority

The revised OSC Delegation of Procurement Authority (DPA) authorizes OSCs to employ the following contracting techniques in order to meet the Agency’s mandate of providing emergency response support for hazardous substances incidents and oil spills. These techniques are discussed in detail in the following sections of this chapter.

	<u>Section</u>	
Task Orders		4.1.1.1
Overtime		4.1.1.2
Cost Tracking		4.1.1.3
Subcontract Consent		4.1.1.4
Stop Work		4.1.1.5
Technical Direction/Daily Work Orders		4.1.1.6
Notice to Proceed		4.1.2

Under the DPA a warranted OSC has authority, acting as a CO, to order work under EPA prime removal response contracts if the warranted OSC has been designated by the FCS 1102 CO as an ordering officer in the contract. The cumulative amount of the work issued by the above-named OSC for any given emergency incident during an emergency response action shall not exceed \$200,000 per contract.

### 4.1.1 Removal Program Prime Cleanup Contract(s)

#### 4.1.1.1 Task Orders

A Task Order (TO) under the Emergency and Rapid Response Services (ERRS) contract is the most readily available, and the preferred, contracting tool for emergency and time-critical removal responses. TOs are contractual documents that specify an order for supplies or services placed against the ERRS contract. Other contracting options are available, but should generally only be used in the rare circumstance that the ERRS contractor cannot arrive on the scene in a timely manner. (Note: Notices to Proceed, discussed in Section 4.1.2, may **only** be used in emergency situations when the ERRS contractor cannot respond in a timely manner. Emergency situations are determined by the OSC applying the criteria in Section 300 (b) of the NCP.)

Where the FCS 1102 CO cannot provide support by the time a response action is required, the warranted OSC may independently issue a TO to the ERRS contractor to conduct the response. For **all** other response actions needing contract support, the cognizant FCS 1102 CO shall issue the TO. The Warranted OSC may issue an oral TO if the emergency necessitates immediate action. For oral and written TOs, the Warranted OSC shall notify the cognizant FCS 1102 CO by no later than the COB the next business day. In addition, all oral TOs must be followed up in writing within five days. The total price for a task order issued by the Warranted OSC shall not exceed \$200,000. Procedures for when a Warranted OSC can issue TO

amendments are the same as for issuing the TO itself. An OSC may **never** issue a TO with any requirements that conflict with the terms and conditions of the basic ERRS contract

**Issuing a Written Task Order**

The following steps must be completed by the Warranted OSC when issuing a **written** TO:

1. The Warranted OSC shall make every effort to contact the FCS 1102 CO. When the FCS 1102 CO cannot provide support or is not available in the time required, proceed to step 2.
2. The Warranted OSC shall ensure that funds are available before a TO is issued. Obligating funds exceeding the amount available is a violation of the Anti-Deficiency Act (31 U.S.C. 1341). (*See Section 2.2.2 for further discussion of the Anti-Deficiency Act*). Funding is secured by completing EPA Form 1900-8, Procurement Request/Order and ensuring the proper signatures are obtained. (*See Appendix 2-A for a copy of the form and Section 2.2.2.2 for further discussion of Funds Commitment and Obligation.*) For emergency situations, it is recommended that funds be committed with generic accounting information (both CERCLA and OPA funding). The FCS 1102 CO would then issue a contract modification to convert the generic to site-specific funds
3. Once funds have been obtained, the Warranted OSC may issue a TO for an amount up to \$200,000 using *EPA Optional Form 347, Task Order for Emergency and Rapid Response Services*. (*See Appendix 4-A for a copy of the form and directions for completing it.*)
4. The *Warranted* OSC shall notify the cognizant FCS 1102 CO of the issuance of the TO by no later than the COB the next business day.
5. The original signed PR and Task Order and copies of the SOW, IGCE, and Action Memorandum shall be immediately provided to the CO for inclusion in the official contract file. The Warranted OSC should also keep copies of these documents in their official site file. A copy of the PR and Task Order should also be immediately forwarded to EPA's Servicing Finance Office located in Research Triangle Park (RTP). This is usually accomplished through a facsimile transmission. This ensures the Task Order is entered into the accounting system used for paying invoices. Finally, a copy of the signed Task Order, along with SOW and possibly the Action Memorandum (with cost estimates removed) should be provided to the contractor. It is the Warranted OSC's responsibility to ensure all parties receive the necessary documentation for the Task Order.

### **Issuing an Oral Task Order**

The following steps must be completed by the Warranted OSC when issuing an **oral** TO:

1. The Warranted OSC shall make every effort to contact the FCS 1102 CO. When FCS 1102 CO cannot provide support, proceed to step 2.
2. The Warranted OSC shall ensure that funds are available before an oral TO is issued (*See Section 2.2.2.2 for further discussion of Funds Commitment and Obligation.*) Funding is secured by completing EPA Form 1900-8, Procurement Request/Order and ensuring the proper signatures are obtained. (*See Appendix 2-A for a copy of the form.*) For emergency situations, it is recommended that funds be committed with generic accounting information (both CERCLA and OPA funding). The FCS 1102 CO would then issue a contract modification to convert the generic to site-specific funds.
3. Once funds have been obtained, the Warranted OSC may issue an oral TO for an amount up to \$200,000.
4. The Warranted OSC shall notify the cognizant FCS 1102 CO as soon as possible but by no later than the COB the next business day. All oral TOs must be followed up in writing within five days using *EPA Optional Form 347, Task Order for Emergency and Rapid Response Services*. (*See Appendix 4-A for a copy of the form and directions for completing it.*)
5. The original signed PR and Task Order and copies of the SOW, IGCE, and Action Memorandum shall be immediately provided to the CO for inclusion in the official contract file. The Warranted OSC should also keep copies of these documents in their official site file. A copy of the PR and Task Order should also be immediately forwarded to EPA's Servicing Finance Office located in Research Triangle Park (RTP). This is usually accomplished through a facsimile transmission. This ensures the Task Order is entered into the accounting system used for paying invoices. Finally, a copy of the signed Task Order, along with SOW and possibly the Action Memorandum (with cost estimates removed) should be provided to the contractor. It is the Warranted OSC's responsibility to ensure all parties receive the necessary documentation for the Task Order.

### **Required Elements of a Task Order**

The following are required elements for all TO, regardless of whether it is verbal or written or whether it is issued by the FCS 1102 CO or the Warranted OSC. Some Regions may have additional requirements or specific procedures, so OSCs are encouraged to discuss the process with their Regional CO.

1. **Statement of Work (SOW)** - A detailed SOW is required for all Task Orders issued to the ERRS contractor. Even a verbal Task Order must have a SOW so the contractor knows what the project is and required work will be. The written SOW, along with other required paperwork, must follow the verbal activation within the time frame outlined in the contract terms (usually within two to five business days). The OSC is responsible for preparing the SOW because he/she is the most familiar with the technical requirements of the project. The SOW cannot be inconsistent with the overall contract SOW and must contain sufficient detail for the contractor to perform the required tasks. *See Section 3.1 for detailed guidance on preparation of a SOW.*
2. **Independent Government Cost Estimate (IGCE)** - An IGCE is a FAR requirement for any procurement above the simplified acquisition level (currently \$100,000) unless required by the FCS 1102 CO for lesser amounts. However, OSCs are strongly encouraged to develop IGCEs for all ERRS Task Orders. The OSC is responsible for preparing an IGCE because it is this individual who is most closely associated with the needs of the project and who can best project the costs of meeting the technical requirements in the SOW. When the requirements of the response necessitate the issuance of oral authorization to begin work, an IGCE should be prepared, along with other required documentation, within the time frame outlined in the contract (usually between two to five business days). *(See Section 3.2 on preparing IGCEs and estimating costs.)* There are two major categories of costs under the ERRS contract: **direct** and **indirect costs**.

**Direct costs** include the following:

- **Direct labor** represents the amount the contractor is paid for a specific labor category. Under ERRS contracts, fixed (or provisional) rates are established for various labor categories. Cost estimates for TOs should be developed by applying these rates to the estimated hours/days for the categories of labor to be used on the project. Consideration must be given as to whether required labor may be governed by the Service Contract Act or the Davis Bacon Act. The SCA and DBA are Federal labor statutes that require employers to pay minimum wage rates for certain types of work. *(See Section 3.10 for more information on labor provisions.)* Typically direct labor refers to full-time employees of the company, unless otherwise identified in the contract.
- **Equipment** is contractor-owned, rented, or leased equipment required to complete the site activities. ERRS contracts will vary as to the types and amounts of equipment listed in the contract. Under ERRS contracts, fixed (or provisional) rates are established for various equipment items. Cost estimates for TOs should be developed by applying these rates to the estimated hours/days for the categories of equipment to be used on the project.

- Other Direct Costs (ODCs) are defined as subcontracted services to the prime contractor and materials. These are items such as off-site analytical services, transportation and disposal, specialized services or consultants, materials, and items such as couriers, copying, travel, lodging. This category includes everything except contractor personnel and owned equipment for most ERRS contracts. ODCs frequently have some general and administrative costs (G & A) added to them by the prime contractor and is usually represented in the form of a percentage of cost of the subcontracted service.

**Indirect costs** are not directly associated with a specific project or contract, but are necessary for the work to be done. Overhead, fringe benefits, corporate management, subcontract management, general and administrative costs (G&A) are all types of indirect costs. In the ERRS fixed labor rate contracts, indirect costs are normally included in the development of the fixed rates, and is not seen as a separate line item. For ERRS cost reimbursement type contracts, there may be indirect charges associated with labor. Indirect rates are listed in the individual ERRS contract and the OSC should check with their Regional CO regarding how indirect rates should be applied when developing IGCEs. Indirect rates may also change from year to year and the CO is responsible for distributing that information to the Warranted OSCs.

OSC may use the Cost Projection Module from the Removal Cost Management System (RCMS) developed by EPA's Environmental Response Team (ERT) to generate IGCEs for Task Orders under the ERRS contract. Labor, equipment rates, and indirect costs established under the specific Region's ERRS contract are loaded into the program by ERT. The OSC then determines the specific tasks to be performed by the contractor and estimated labor and equipment hours or days required for each task. The OSC also estimates the ODC costs for each task. Indirect costs rates associated with each task are generally loaded into the RCMS system for automatic computation. The program will automatically calculate the costs associated with all task categories entered into the program and provide an estimated total contractor cost for the project.

#### **4.1.1.2 Overtime**

A Warranted OSC is authorized to approve overtime pay for personnel under the ERRS contract. Overtime is considered any time in excess of 40 hours per week (please note that a week may not be Sunday to Saturday depending on the pay cycle of the specific contractor). Technicians and equipment operators are nonexempt labor categories and receive premium pay (generally time-and-a-half) for overtime hours. Response Managers and other professional labor categories, are exempt personnel and do not receive premium overtime pay but may receive OT at their straight time rates depending on the contract. Overtime approval is usually documented on the TO or the Daily Work Order. The Warranted OSC **must** ensure the overtime authorization is consistent with existing terms and conditions of the contract. The Warranted OSC or CO must give approval for the contractor to incur overtime costs in writing in advance of the cost being incurred.

#### **4.1.1.3 Cost Tracking**

All ERRS contracts require the contractor to conduct daily cost tracking. Many ERRS contractors use the EPA-developed Removal Cost Management System (RCMS) to meet this requirement. Use of RCMS does not, however, substitute for a contractor's own accounting system to meet EPA invoicing requirements. Using RCMS, daily costs are reported on an EPA Form 1900-55. All costs expended, as well as those anticipated based on the SOW requirements, will be reported. Anticipated costs are reported as "awaits." OSCs should carefully review the 1900-55's or other daily cost/receiving information and immediately discuss any questions or issues with the ERRS contractor. After all issues are resolved, the OSC should sign the 1900-55 or other cost/receiving document. Resolving all cost issues through approval of daily cost/receiving reports allows for easier review of invoices. Invoice review will usually consist of ensuring the invoiced costs are adequately supported by the daily cost/receiving reports.

It is important for OSCs to monitor all costs to ensure that costs stay within the established TO ceiling. The contractor is required to notify the OSC when 15% of the TO ceiling remains, so that the OSC and the FCS 1102 CO may take appropriate action. In addition, the OSC must track overall project costs against the ceiling established in the Action Memorandum. ERRS contractor costs are usually a large percentage of the overall project costs.

#### **4.1.1.4 Subcontract Consent**

During an emergency response or other removal action where the above-named OSC documents an urgent need which requires EPA subcontract consent to avoid negatively impacting the removal action, the above-named OSC, acting as a CO, is authorized to grant subcontract consent, consistent with existing terms and conditions of the EPA's prime contract, up to an amount not to exceed \$200,000 if the FCS 1102 CO cannot be contacted or cannot provide the required EPA subcontract consent within a reasonable time frame. Within five calendar days after granting EPA subcontract consent, the above-named OSC will transfer all paperwork and information relevant to the subcontract consent to the cognizant FCS 1102 CO for the official contract file. *Please refer to Section 3.4 for detailed information on subcontract review and consent.*

#### **4.1.1.5 Stop Work Orders**

Warranted OSCs are authorized to issue written orders to stop all or any part of the work ordered in removal response contracts that contain a stop work order clause. The stop work period shall not exceed fourteen (14) calendar days.

It is an important part of an OSC's responsibilities to stop work when both unsafe as well as other conditions occur that affect the overall well-being of the Government. In emergency situations, the first thing an OSC should do is to call their FSC 1102 CO, if time allows, prior to issuing a stop work order. As a general EPA policy, a warranted OSC should use his/her stop work authority only in a true emergency situation. They should notify the FCS 1102 CO as soon as practicable after they have issued the stop work order. In all other non-emergency situations, the FSC 1102 Co should issue the stop work order because of the paperwork and cost issues involved.

If a stop work period longer than 14 days is necessary, the Warranted OSC must coordinate this early with the FCS 1102 CO because one level above the CO is required.

*Please refer to Section 3.5 for detailed information on stop work orders.*

#### **4.1.1.6 Technical Direction: Daily Work Orders/Daily Work Report**

A daily work order is a written technical directive document the OSC gives to the contractor's site manager outlining the work to be accomplished. In managing the contract or Task Order, the following principles should be observed:

- The contract must govern contractor performance. This can best be accomplished with a well-defined SOW, with standards of performance noted, and effective use of Daily Work Orders (DWOs) during site operations. For situations where site operations consist of routine, predictable activities (e.g., ground water pump and treat, soil excavation, etc.), DWOs may encompass a longer period of time, such as a week.
- The OSC must notify the CO immediately if there is a need to change the SOW or TO so that the CO can issue a modification to the TO. The OSC must provide the FCS 1102 CO with the SOW and/or TO revisions for review and approval.
- Unless otherwise provided in the contract, all work will be initiated by the issuance of a TO signed by the CO or Warranted OSC. These will be issued only to the contractor's official point(s)-of-contact as shown in the contract, usually a Program Manager, or equivalent. For the ERRS contract, the official point-of-contact for the OSC on site is usually the Response Manager. All communications from EPA (CO, PO, or OSC) must be made through officially designated points-of-contact. It should be noted that if the Response or Project Manager is a team subcontractor personnel, an Agent Agreement is required to allow this person the authority to obligate contractor resources. This Agent Agreement is issued by the contractor.
- Technical direction must be issued in writing from the OSC, PO, or CO, either through a TO or through a DWO when mobilized on-site, to the contractor's designated point-of-contact as specified in the contract. If provided orally, the technical direction must be confirmed in writing within five business days. Technical direction cannot be used to order work outside of the scope of the TO. For example, if a particular TO SOW requires the transporting barrels, the contractor cannot be given technical direction for landscaping.

One EPA contractor cannot provide technical direction to another. As an example, the START contractor may be conducting air monitoring for the purposes of determining the level of personal protection necessary for a situation on the same site as an ERRS contractor. The START contractor provides the results of the air monitoring to the OSC. The OSC then conveys this information, as necessary, to the ERRS contractor.

With the new generation of ERRS Contracts (ERRS III), there was an effort to incorporate the concept of performance based service contracting at the Task Order, not just at the contract level. The intent was to encourage the OSCs and other contract users to 1) shift responsibility for the successful completion of project (especially the timeliness and cost – results rather than methods) back to the contractor; and 2) encourage contract users to take advantage of the contractor’s clean-up expertise by having the contractor more involved in both strategic and routine planning of work.

New contracts include a minimum requirement for the contractor to develop a Staffing Plan which should include information about total crew size and labor categories that are needed. It can also include information about work schedule/sequencing of work, equipment needs, and locations that the identified resources will be mobed from and cost information. In some regions the contractor or Team Subcontractor offices are located throughout the region and when local resources are available the cost to the government is reduced (e.g., lodging and per diem). When sourcing information is provided at the outset of the project the opportunity for better planning discussions exist.

A number of the ERRS III contracts include a new deliverable, the “Daily Work Report” which replaces the Daily Work Order. It is listed in the Reports of Work clause (Section F). While it looks very much like a Daily Work Order, the document development process is reversed; the onus is on the contractor to submit a proposal to the COTR identifying work which it believes makes sense to perform during the next work period and what resources are needed to do that work. The Daily Report of Work is reviewed by the OSC and either accepted or sent back to the contractor for revision. As with the Daily Work Order, the final version of the Daily Work Report is signed by the COTR and Contractor’s representative.

### **Daily Work Report**

- a. A written work plan specifying work to be performed and the number and types of cleanup personnel, equipment and materials to be used and any other services to be provided.
- b. Delivery Schedule: Prior to commencement of work each day.
- c. Distribution: One copy to the On-Scene Coordinator.

Please see example in Appendix 4-B.

These changes in expectation/relationship with the contractors also need to be reflected in the Statements of Work that we are developing. This is done in part by placing more performance based expectations into the SOW rather than incorporating very specific tasks which require frequent/periodic input from CORs to complete.

Clearly, there continues to be uncertainty related to numerous aspects of most removal actions and contractors will continue to require frequent technical direction and potentially, changes in project scope. However, many responses have tasks that are reasonably well defined at the outset of operations or after some initial field work. Those clearly identified elements can be tasked in ways that require the contractor to proceed with limited input from the COR.

Performance based tasking in NO WAY limits the OSC/COR from being able to control work on site.

While ERRS contractor (or its subs) cannot develop designs because of the potential for conflict of interest, it is allowed and encouraged to develop project work plans in advance of implementation of more complex/longer duration tasks which require more formal planning to implement efficiently. Quality of Workplan can be a performance parameter (standard) if the COR a performance based TO is being.

CORs should look for opportunities to allow the contractor some flexibility to propose approaches/enhancements to performing the removal actions that may be more efficient (faster/lower cost). The COR should let the Agency benefit from the contractor's expertise.

### **4.1.2 Notice to Proceed**

As stated in FAR 16.603, a letter contract is a written preliminary contractual instrument that authorizes the contractor to begin immediately manufacturing supplies or performing services. A letter contract may be used when (1) the Government's interests demand that the contractor be given a binding commitment so that work can start immediately and (2) negotiating a definitive contract is not possible in sufficient time to meet the requirement. However, a letter contract should be as complete and definite as feasible under the circumstances.

A Notice to Proceed (NTP) is a type of letter contract that may be issued, in certain circumstances and under certain conditions, to carry out emergency response actions (procedures relating to use of NTPs will be set forth in EPAAR 1516.6). Only a FCS 1102 CO or a duly authorized EPA on-scene coordinator with a delegation of procumbent authority can issue a NTP.

Appropriate funding must be committed and available for the emergency response action prior to issuance of the NTP. For FSC 1102 CO or a Warranted OSC with procurement authority, the total dollar value of an individual NTP shall not exceed \$200,000.

Based on the emergency nature of NTPs, EPA has received approval to issue NTPs on a non-competitive basis if necessary.

The information in this section generally summarizes the requirements and procedures related to NTP issuance which will be effective once the interim final rule for NTPs in EPAAR 1516.6 is published in the Federal Register. Accordingly, COs and OSC's must refer to, and comply with, the procedures and requirements set forth in EPAAR 1516.6 for issuance of NTPs.

#### **4.1.2.1 Requirements for the use of an NTP**

As a general matter, an EPA FCS 1102 contracting officer or a duly authorized EPA on-scene coordinator with a delegation of procurement authority may issue an NTP so long as it does not exceed the limits of his or her procurement authority and only when all of the following conditions have been met:

(1) A written determination has been made by the Federal on-scene coordinator that, (i) as authorized by and consistent with CERCLA Section 104(a)(1), 42 U.S.C. ' 9604(a)(1), and the National Oil and Hazardous Substances Pollution Contingency Plan (40 C.F.R. Part 300)(1999), the EPA must take action to respond to a hazardous substance release or substantial threat of such a release into the environment, or a release or substantial threat of a release into the environment of any pollutant or contaminant which may present an imminent and substantial danger to the public health or welfare, or (ii) as authorized by and consistent with the Clean Water Act Sections 311(c)(2) and (e)(1)(B), 33 U.S.C. ' ' 1321(c)(2) and (e)(1)(B), and the National Oil and Hazardous Substances Pollution Contingency Plan (40 C.F.R. Part 300)(1999), the EPA must take action to respond to a discharge, or a substantial threat of a discharge (to or upon navigable waters, adjoining shorelines, the contiguous zone, or natural resources belonging to, appertaining to, or under the exclusive management of the United States), of oil or a hazardous substance from a vessel, offshore facility, or onshore facility that is of such a size and character as to pose a substantial threat to the public health or welfare of the United States and;

(2) Before a duly authorized EPA on-scene coordinator with a delegation of procurement authority may issue an NTP, he or she must confirm that an EPA FCS 1102 contracting officer is not available to provide the required contracting support by the time the Federal on-scene coordinator requires the response action to be undertaken and;

(3) A written determination is made by an EPA FCS 1102 contracting officer or a duly authorized EPA on-scene coordinator with a delegation of procurement authority that there is no other existing contracting mechanism available to provide the required contracting support by the time required, including the inability of an existing emergency response contractor or other existing contract vehicle to respond in the required time frame.

These conditions, as well as any other requirements applicable to NTPs or letter contracts contained in the FAR or EPAAR, must all be met before an NTP can be issued.

#### **4.1.2.2 What should be included in an NTP?**

EPAAR 1516.603-1 and 1516.603-2 will contain information and procedures relating to issuance and definitization of an NTP. In addition to these EPA requirements, NTPs must comply with the applicable requirements for letter contracts in FAR 16.603. All NTPs must be definitized by an EPA FCS 1102 contracting officer.

To ensure that the NTP complies with all applicable requirements for letter contracts set forth in the FAR and EPAAR, includes all relevant provisions and clauses, and to ensure that all actual or potential conflict of interest or other contracting issues are identified and resolved prior to NTP issuance, an NTP checklist shall be completed by the EPA FCS 1102 contracting officer or EPA on-scene coordinator prior to issuance of the NTP. (*See Appendix 4-E for the checklist*)

In addition, an NTP must be issued in writing by the CO or the Warranted OSC using a Standard Form 33. (See Appendix 4-E for the SF33.) The following clauses shall be included in every NTP:

- FAR 52.216-23, Execution and Commencement of Work. (This clause requires the contractor to indicate acceptance of the NTP by signing three copies of the SF33. Upon acceptance by both parties, the contractor shall proceed with performance of the work.)
- FAR 52.216-24, Limitation of Government Liability. The maximum liability for any Notice to Proceed issued may be established up to the estimated amount necessary to cover the contractor's requirements for funds to complete the work as long as such amount does not exceed the estimated cost of the definitive contract which cannot exceed \$200,000.
- FAR 52.216-25, Contract Definitization, with its paragraph (b) providing for definitization of the NTP within 90 calendar days after the date of the NTP award.
- FAR 52.216-26, Payment of Allowable Costs Before Definitization, shall also be included if a cost-reimbursement definitive contract is contemplated.

In addition to these mandatory clauses, the clauses required by the FAR or EPAAR for the type of definitive contract contemplated and any additional clauses known to be appropriate for the definitive contract should also be included in the NTP. (See Appendix 4-E for the mandatory clauses to attach to the SF33.)

#### **4.1.2.3 Responsibilities Following the Issuance of a NTP**

Warranted OSCs with delegated procurement authority have the following responsibilities after the issuance of a NTP:

- The Warranted OSC must notify the cognizant FCS 1102 CO of the NTP award as soon as possible, but in any event by the end of the next working day after issuance of the NTP.
- Within 5 working days after issuing the NTP, the Warranted OSC shall convey to the FCS 1102 CO **all** NTP documents for definitization and retain a copy for his/her records in the site file.
- The Warranted OSC shall assist the FCS 1102 CO to definitize the NTP as requested by the CO.

## **4.2 Other Tools Not Included in the DPA**

### **4.2.1 Purchase Cards/Convenience Checks**

Warranted OSCs may be authorized to use an EPA-issued purchase card once they have successfully completed the one-day purchase card training course, and then can use the card to purchase supplies or services required in connection with response actions. Transactions are limited by law to \$3,000 per use/\$6,000 maximum per month for a purchase card and \$2,500 per use for a convenience check. For construction services, purchases are limited to \$2,000 due to Davis Bacon Act provisions for labor pay rates. The approving official must set monthly limits at the time the OSC applies for the card. The monthly limits may vary and can be changed if needed.

Use of a purchase card to make small purchases for necessary supplies and services for OSC operations is encouraged by the General Services Administration (GSA) sponsored program. Most merchants are familiar with, and readily accept, the forms and payment systems used in the purchase card transactions. Vendors are paid by their member banks immediately. EPA reimburses the purchase card bank later. Compared to the purchase order method, use of the purchase card reduces the cost to both merchants and the government, as well as broaden sources of supply. Agency use of the purchase card is encouraged to the maximum extent practicable. Purchases made with this card are exempt from Federal taxes.

The purchase card operates like a debit card and funding must be available for each OSC operation prior use of the card. The OSC must obtain approval from the designated approving official prior to purchases (usually their supervisor). In emergency situations, approval shall be obtained as soon as practicable following use. Examples of supplies that may be purchased with a purchase card during an emergency response include bottled water delivery for homes and office and other supplies (such as health and safety gear) for use by an OSC. At locations where purchase cards are not accepted, convenience checks may be used to obtain similar goods and services. OSCs should discuss the use of convenience checks with their Regional finance office and the Agency Program Coordinators in Headquarters.

A purchase card log must be maintained to document all charges against the purchase card, and this log must be submitted to the approving official pursuant to Regional requirements. The purchaser is notified by e-mail when the cost must be allocated for each transaction.

A guidance document for the use of the purchase cards may be found at <http://www.epa.gov/oam/>. The applicable chapters of the Contracts Management Manual and Sections of the FAR are available on the website. The Resource Management Directives and Administrative Control of Appropriated Funds Documents are available at: <http://intranet.epa.gov/>. All purchases must conform with EPA, GSA Federal Supply Service Schedule (FSS) contracts, and FAR requirements (see <http://www.acquisition.gov/far/>).

### **4.2.2 Third Party Drafts**

A Third Party Draft (TPD) is an Agency bank draft, similar to a check, which may be used for the acquisition of goods and services not to exceed \$5,000 (*Appendix 4-D provides a sample TPD*). This procurement tool is similar to the purchase card, but may be used when purchase cards are not accepted or when the dollar amount per transaction or cumulative total per month exceeds an OSC's purchase card limit. Purchase cards are preferred, but TPDs are an option available to the OSC.

To utilize a TPD, the Region must have a contract with an Agency-authorized financial institution. This contract sets up an account and provides checks for the TPD. The Region pays the Agency-authorized financial institution for handling each check and for setting up the accounts. This is usually handled by a requisition. Funds must also be available on a signed commitment notice prior to the issuance of a TPD. The commitment notice should use site-specific funding. The Regional finance office will obligate funding from the commitment notice after receiving documentation from the OSC. The Regional finance office will be heavily involved in this process, and Regional policies will dictate what can and cannot be done with this tool. The Regional finance office has been assigned primary responsibility for this program.

In using TPDs, checks will be issued and assigned to the individual OSC. The OSC will also be accountable for monitoring the “checkbook register” and ensuring that sufficient funds are available prior to purchases. The required documentation to support payment may vary from site to site and requirements should be verified before checks are issued. If TPDs are being used to reimburse homeowners for articles destroyed due to contamination, an agreement or an invoice with the homeowner will be required. In these situations, the involvement of regional attorneys may be required to ensure that documentation is sufficient. The Regional finance office will require copies of the documentation before making payments.

Prior to the issuance of checks, a system should be established to send the Regional finance staff information regarding each draft in a timely manner. The Finance Office will be notified as soon as a check is submitted from the financial institution for payment and has a few days to authorize payment. A delay in authorization may result in the Agency being charged interest from the financial institution issuing the TPDs.

Any time the Agency is making a payment for goods or services, it is important that there is documentation of what was received and how much was paid. This documentation is often in the form of a receipt or invoice. However, in some cases, preparation of documentation authorizing the payment may require assistance from legal personnel. For example, TPDs (or convenience checks) may be used to reimburse homeowners for contaminated personal property that has to be destroyed. An attorney from the Office of Regional Counsel is needed to assist the OSCs in drawing up a “contract” with the homeowner documenting the agreement of reimbursement for the specific personal property. This “contract” is then used as an invoice to document the transaction.

Several items should be included in two-party agreements that serve as source documents for payment to home or business owners whose property has been determined by EPA to be unusable due to contamination. The following are examples of this type of information:

1. Payee name and address;
2. Name and address of person to whom check will be mailed;
2. Notarized signature and stamp;
3. Payee’s social security number;

4. Mortgage or other lien information, if applicable;
5. Privacy Act Statement: *“Furnishing the information on this form, including your Social Security Number, is voluntary, but failure to do so may result in disapproval of payment to you. The primary use of your social security number will be for identification for issuance of a U.S. government check; secondary uses may include other lawful purposes;”*
6. Estimate of repair or replacement cost. It is recommended that a third party adjustor be employed to assist in estimating the value of the replaced or repaired property. Once an agreement has been reached on the value, all involved parties (EPA, the property owner, and the independent adjustor) should sign the agreement;
7. List of all items included in the settlement;
8. Total settlement amount;
9. Authorized payee’s signature documenting the acceptance of the terms and conditions of the agreement; and,
10. Authorized EPA signature documenting the acceptance of the terms and conditions of the agreement.

### **4.2.3 Treasury Checks**

A treasury check is similar to a TPD or convenience check except there is no dollar limit. Treasury checks may **only** be issued by Regional finance or accounting staff and therefore the OSC will need to coordinate closely with them. As with the TPD, any time the Agency is making a payment for supplies or services, it is important that there is documentation of what was received and how much was paid. This documentation may be in the form of a receipt or invoice. Some documentation authorizing the payment, however, may require assistance from Agency legal personnel. For example, treasury checks may be used to reimbursing homeowners for contaminated personal property that has to be destroyed. An attorney from the Office of Regional Counsel is needed to assist the OSCs in drawing up a “contract” with the homeowner documenting the agreement of reimbursement for the specific personal property. This “contract” is then used as an invoice to document the transaction.

Several items should be included in two-party agreements that serve as source documents for payment to home or business owners whose property has been determined by EPA to be unusable due to contamination. The following are examples of this type of information:

1. Payee name and address;
2. Name and address of person to whom check will be mailed;

3. Notarized signature and stamp;
4. Payee's social security number;
5. Mortgage or other lien information, if applicable;
6. Privacy Act Statement: *"Furnishing the information on this form, including your Social Security Number, is voluntary, but failure to do so may result in disapproval of payment to you. The primary use of your social security number will be for identification for issuance of a U.S. government check; secondary uses may include other lawful purposes;"*
7. Estimate of repair or replacement cost. It is recommended that a third party adjustor be employed to assist in estimating the value of the replaced or repaired property. Once an agreement has been reached on the value, all involved parties (EPA, the property owner, and the independent adjustor) should sign the agreement;
8. List of all items included in the settlement;
9. Total settlement amount;
10. Authorized payee's signature documenting the acceptance of the terms and conditions of the agreement; and,
11. Authorized EPA signature documenting the acceptance of the terms and conditions of the agreement.

#### **4.2.4 Removal Program Technical Assistance Contract(s)**

The START contract provides a variety of services through engineering, geological, toxicological, biological, chemical, technical and administrative and technical support staff. This team provides technical assistance to support EPA's site assessment activities; response, prevention and preparedness activities; and technical support activities defined by the SOW. This support includes gathering and analyzing technical information, preparing technical reports on oil and hazardous substance investigation and cleanup efforts. Each Region has a CO and Project Officer/Deputy Project Officer (PO/DPO) assigned to the START contract. They may provide valuable information on use of the contract and act as the authorizing officials for the contract.

The CO/PO prepare, with assistance from the OSC, and issue written Technical Direction Documents (TDDs), which are the mechanisms for initiating and amending services required under this contract. In some situations, a PO/DPO may issue a TDD without approval by the CO. For example, if there is a CO-approved Annual Work Plan or Work Assignment for the work being tasked, the PO/DPO may issue the TDD directly to the contractor. Direct oversight of individual TDDs is managed by the EPA CO, task monitors (TMs), who may be OSCs or Site Assessment Managers (SAMs), and the PO or DPO. In emergency situations and in accordance with the terms of the contract, the OSC may activate the START contractor through a verbal

order. Verbal activations must be followed up by a written TDD within the time frame outlined in the contract (usually not more than five days following the verbal order).

Refer to the START SOW and User's Guide for detailed information on the services offered and specific procedures for use of this tool. **Exhibit 4-1** provides a general outline of the Statement of Work.

**Exhibit 4-1:  
General Outline of START Contract SOW**

- a. CERCLA Site Assessment Activities:
  - 1. Preliminary Assessments (PA)(including Integrated Assessments).
  - 2. Site Inspection (SI).
  - 3. SI Prioritization.
  - 4. Expanded SI/Remedial Investigations (RI).
  - 5. Hazard Ranking System/NPL Packages.
  
- b. Response Activities:
  - 1. Emergency Response.
  - 2. Removal Support (funded by CERCLA).
  - 3. Removal Support (PRP).
  - 4. Oil Spill Response.
  - 5. Engineering Evaluations and Cost Analyses.
  - 6. Regional Response Center Support.
  - 7. Minor Containment.
  - 8. Site Documentation.
  
- c. Preparedness and Prevention Activities:
  - 1. Chemical Emergency Preparedness and Prevention (CEPP).
  - 2. Contingency Plans.
  - 3. Chemical Safety Audits.
  - 4. Spill Prevention Control and Countermeasure Inspections.
  - 5. Oil Program Initiatives.
  
- d. Technical Support Activities:
  - 1. Analytical Services.
  - 2. Special Projects.
  - 3. Training (given or received).
  - 4. General Technical Assistance.
  - 5. Multimedia Surveys and Inspections.
  - 6. Treatability Studies.
  - 7. Continuous Releases.
  - 8. Public Participation Support.
  - 9. Site Discovery Programs.
  - 10. Environmental/Ecological Evaluation.
  - 11. Federal Disaster Assistance Related Activities.
  - 12. Work plans.
  - 13. Assessment of Human Health and Ecological Risks.
  - 14. Administrative Records.
  - 15. Cost Recovery.
  - 16. Enforcement Activities.

### **Technical Direction Documents (TDDs)**

The contractor shall only perform work as specified in a written TDD issued by the CO and/or PO/DPO (for work under a CO-approved Annual Work Plan or work assignment). When required by an emergency situation, a TDD may be issued verbally according to the terms of the contract. This verbal authorization may be made by the EPA OSC, PO, DPO or CO. The contractor shall begin work immediately upon receipt of a verbally-issued TDD. Overtime required during an emergency action will be authorized by the OSC. All other overtime should be approved by the CO. A verbal activation by the PO, DPO, or OSC must be followed up with a written TDD within the time frame outlined in the contract (usually not to exceed five (5) calendar days). The written TDD shall indicate the date on which the TDD was verbally issued.

#### **4.2.5 Authorization to Proceed (ATP)**

An Authorization to Proceed with Removal and Disposal of Oil or Hazardous Material Spill (“Authorization to Proceed” or ATP) may be issued by only the USCG-designated EPA FCS 1102 CO to the USCG Basic Ordering Agreement (BOA) vendor to begin work on oil spill responses. A Warranted OSC does **not** have the authority to issue an ATP against a USCG BOA. ATP’s may be issued when the OSC determines it is necessary and appropriate for EPA to undertake removal actions for oil spills as provided in the Memorandum of Understanding (MOU) between EPA and USCG, and the ERRS contractor either cannot provide the required support in a timely manner or it is not cost efficient to do so. USCG BOAs are not competitively bid contracts, so costs may be higher than expected. BOA’s are agreements with vendors to provide services at pre-negotiated rates in situations when other tools are unavailable or cannot be initialized in a timely manner. EPA’s Office of Acquisition Management and the Office of Emergency and Remedial Response developed the Contracts Guidance Document 9701, “Guidance for Use of USCG BOAs for Emergency Oil Spill Response Support.”

In order to use this tool, the OSC must obtain a Federal Project Number and funding ceiling from the applicable USCG District office. Funding for this action comes from the EPA Headquarter’s umbrella interagency agreement (IAG) with the USCG. A funded procurement request (Form 1900-8) is also required for the EPA FCS 1102 CO to issue the ATP. *See Section 2.2.2 for additional information regarding proper funding procedures.*

#### **4.2.6 Simplified Acquisition Procedures**

The simplified acquisition procedures (SAP) can be used to obtain goods and services up to \$150,000. An OSC may not initiate a SAP, but will work with the Regional Simplified Acquisition Ordering Official to facilitate the use of this tool. A micro-purchase (under \$3,000) does not require competitive quotes and is not limited to small businesses. The use of a government purchase card is recommended for most micro-purchases. Acquisitions above \$3,000 and not exceeding \$150,000 are set aside for small businesses.

For supplies and services between \$3,000 and \$25,000, three bids should be obtained and a justification provided for the source being chosen. If only one source is available, a Sole Source Justification must be documented. For purchases over \$25,000 but less than \$150,000, an

advertisement must be placed in FedBizOpps or the EPA Acquisition System (EAS). CBD advertisements must be placed for a minimum of 15 days.

To use simplified acquisition you will need to provide the following:

- *A clear, concise SOW.* SAPs are not well suited to projects with indefinite or potentially changing SOWs.
- *Justification of need.* This justification may reference the statute and/or the imminent and substantial endangerment.
- *A list of vendors contacted.* It is recommended that a copy of the SOW be provided to each of the potential vendors with a required return date. This ensures everyone is bidding on the same information and facilitates an easier comparison of like goods or services. In most situations, the lowest bid will be selected; however, in some situations a justification for selecting an alternate bid may be used. The OSC is not the selecting official, but only provides the information to the Simplified Acquisition Ordering Official. A minimum of three bids is required; however, a documented attempt to get a bid from a qualified source does count towards this minimum. At a minimum, the Simplified Acquisition Ordering Official will require vendor names, phone numbers, and vendor response.
- *A funded requisition.* (The CO or Simplified Acquisition Officer may go 10% over the requisition amount when an order is placed.)

The OSC should verify these procedures with Regional acquisition personnel because they may vary from Region to Region. In addition, simplified acquisitions may require one or two weeks of lead time. Therefore, it is not appropriate in many emergency situations. The local phonebook/yellow pages, Chambers of Commerce, and the Mayor's office are excellent sources for vendors.

Some examples of the use of simplified acquisition include:

- Planting trees and repair of a sidewalk after a removal was completed;
- Building a gravel road and pad for a command post; and
- Installation of a water filtration system on drinking water wells. (Note: Maintenance of filtrations systems is likely better handled under some other type of acquisition tool.)

### **Other Simplified Acquisition Tools**

Other simplified acquisition tools are available but may have limited use in emergency responses. These include the following:

- Blanket Purchase Agreement - A simplified method of filling anticipated repetitive needs for supplies or services by establishing “charge accounts” with qualified sources of supplies. These are typically used by Regional management office staff to provide for repetitive office needs.
- Government-Wide Agency Contracts (GWACs) - Simplified acquisition contracts for various information technology supplies and services. Additional information on GWACs may be found on OAM’s Web site at <http://www.epa.gov/oamintra/policy/gwachtml.htm>.

### GSA Schedule

“GSA serves as the acquisition and procurement arm of the federal government, offering equipment, supplies, telecommunications, and integrated information technology solutions to federal agencies so that the agencies can focus on doing what they do best—serving the public.” In addition to products like backpacks, knives, MREs, furniture, vehicles, etc, GSA has on its schedule services or contractors who can accomplish some of the similar tasks as EPA’s prime contractors or those outside the scope of the prime contracts.

Overview: <http://www.gsa.gov/portal/category/100000>

GSA Advantage: [www.gsaadvantage.gov/advgsa/advantage/main/start\\_page.do](http://www.gsaadvantage.gov/advgsa/advantage/main/start_page.do)

#### Schedule 899 - Environmental Services

Environmental Services Schedule 899 is a priority source for industry experts providing support to federal agencies. Services under this Schedule are designed to support agencies in meeting their environmental requirements and streamline the contracting process by providing a faster, more cost efficient means to meet environment requirements.

#### Schedule 874 V - Logistics Worldwide (LOGWORLD)

The Logistics Worldwide (LOGWORLD) Multiple Award Schedule 874 V, assists federal agencies in procuring comprehensive logistics solutions. Services include all phases of planning, acquisition and management of logistics systems, providing expert advice, assistance, guidance, management, or operational support services that permit the deployment of supplies, equipment, materials and associated personnel. Training is provided in system operations, automated tools for supply and value chain management, property and inventory management, distribution and transportation management, and maintenance of equipment and facilities supporting these activities. Turnkey or total solutions are available in support of a logistics functions and minor repair and alteration services, ancillary to existing SINs under this Schedule, are also provided.

Please refer to Appendix 4-F for more information on Environmental Services Schedule 899 and the LOGWORLD Multiple Award Schedule 874 V.

## 4.2.7 Site-Specific Contracts

In certain circumstances, it may be advantageous to place and manage a site-specific contract. This tool requires considerable up-front resources, especially on the contracting side, to initiate and should only be used in special situations. An example of a site specific contract would be a fixed-price, performance-based contract for well-defined project. This type of contract specifies certain levels of performance by the contractor. For example, in the case of soil treatment, a performance-based contract may require the contractor to treat a given amount of soil to a predetermined level. If a site specific contract is used, competitive bids will be received which can reduce overall costs to the project. In addition, performance-based, fixed price contracts require less EPA oversight than the time-and-materials or cost-reimbursement because EPA is only concerned about the contractor meeting the predetermined performance levels. Day-to-day cost tracking by EPA is not required for this type of contract.

Site-specific contracts are desirable because they promote competition and allow for fixed-pricing. They should be considered in non-emergency situations. The following four factors should be weighed when contemplating the use of a site-specific contract:

1. Lead time - A minimum of four to six months of lead time is recommended.
2. Cost - With a large action, the potential for savings is greater. Actions costing more than \$2 million should generally have some component of the work done on a site-specific, fixed-price basis.
3. Complexity - The cleanup action should be relatively straightforward. Complex actions may require more flexibility than is allowed for in a SOW of a site-specific contract.
4. Management - Site-specific contracts require more up front preparation and management than using an existing ERRS contract.

The OSC must verify that funds to support the contract are available. OSCs are responsible for securing the IGCE, writing the SOW, organizing any necessary technical evaluation of those making offers, and often serving as PO. The CO and PO are responsible for preparing the procurement package, including the Procurement Initiation Notification (PIN). Requirements for preparing the PIN are located on the OAM web page. The CO is responsible for placing the advertisement, reviewing submitted bids, overseeing negotiations, and awarding the contract. For additional guidance, refer to the “Superfund Removal Procedures, Response Management: Removal Action Start-Up to Close-Out,” EPA 540-R-96-039.

## 4.2.8 Pollution Removal Funding Authorizations (PRFAs)

If an OSC requires the services of another government Agency (Federal, State, Tribal, or local) for a response to a release of oil that impacts or threatens to impact waters of the United States in which an applicable IAG with that organization has not been executed, the EPA OSC may execute a PRFA. PRFAs are similar to cooperative agreements or IAGs, except that they can be entered into with a Federal, State, Tribal, or local agency. PRFAs provide the assisting

agency with a SOW and budget ceiling. OSCs should ensure that the agency they are entering into a PRFA with understands the cost documentation necessary to receive direct reimbursement for eligible costs from the National Pollution Fund Center (NPFC). Additional guidance on the use of PRFAs may be found in EPA's, "Guidance for the Use of the Oil Spill Liability Trust Fund," OSWER 9360.8-11.

#### **4.2.9 Interagency Agreements (IAGs)**

IAGs may be used to obtain support from other Federal agencies. Support may be requested directly from the appropriate department or agency, or through the department's representative to the National Response Team (NRT) or the various Regional Response Teams (RRT). Some Regions have an umbrella IAG with certain Federal agencies, such as the U.S. Army Corps of Engineers or the USCG, which can be utilized to obtain immediate support. If a new IAG must be entered into, it will likely take several weeks to initiate. Some national umbrella IAGs also exist. An example of a national umbrella IAG is the EPA Headquarters/USCG IAG which provides site-specific funding for oil spill responses. A certain portion of this funding is distributed annually to each of the regions for small to medium oil spill responses. For long-term and costly oil spill response, a site-specific IAG will usually be initiated between the region and the USCG. OSCs should know what umbrella IAGs are available in their Region. IAGs may be used for either CERCLA or OPA cleanups. At a minimum, initiating an IAG requires a SOW and an EPA interagency agreement/amendment form. (*See Section 5.2 of this Guide for information on the specific assistance available through other Federal agencies.*)

#### **4.2.10 Response Action Contracts (RACs)**

The Response Action Contracts (RACs) provide EPA with professional architect/engineer, technical, and management services to support remedial response, enforcement oversight, and *non-time-critical (NTC) removal actions*. While in many Regions, OSCs do not routinely conduct NTC removal actions, the RAC SOW does allow for support in this area. The SOW includes NTC tasks such as Engineering Evaluation/Cost Analyses (EE/CAs), community relations, site characterization, sample analysis, analytical support, data validation, risk assessment, identification, screening, and analysis of alternatives, and NTC removal design and action. OSCs should contact their Regional CO responsible for the RACs contract for additional information about this tool. Currently, the EPA is working on a national contracting approach called the Remedial Acquisition Framework (RAF) which will replace RACs. The primary purpose of the contracts awarded under the RAF will be to provide national support through multiple award contracts to the EPA remedial program.

# **Appendix 4-A**

## **Task Order Forms**

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**United States  
Environmental Protection Agency  
Washington DC 20460  
TASK ORDER FOR EMERGENCY RESPONSE CLEANUP SERVICES**

*(This task order is subject to all terms and conditions of the contract identified in Block 2.)*

1. DATE OF ORDER:	4. TIME OF INITIAL ORDER: <i>(If initial order was verbal)</i> <i>(Specify Time Zone)</i>  <div style="text-align: right;">             ___ AM              ___ PM           </div>	
2. CONTRACT NUMBER:  68-S5-98-02		
3. ORDER NUMBER:	5. TASK ORDER CEILING AMOUNT: <i>(Obligated Amount)</i>	
6a. ISSUED TO: CONTRACTOR <i>(Name, address, and Zip Code)</i>	7a. ISSUED BY: ORDERING OFFICE <i>(Name, address, and Zip Code)</i>	
6b. PROGRAM MANAGER: <i>(Name and Phone Number)</i>	7b. EPA REGION/USCG DISTRICT	7c. ZONE
6c. RESPONSE MANAGER: <i>(Name and Phone Number)</i>	7d. ON-SCENE COORDINATOR <i>(Name and Phone Number)</i>	
8. RESPONSE LOCATION: <i>(Site Name and/or Address and Zip Code)</i>	9. CONTRACTOR REQUIRED ON SITE: <i>(Date and Time)</i> <i>(Specify Time Zone)</i>  <div style="text-align: right;">             ___ AM              ___ PM           </div>	
	10. REQUIRED WORK COMPLETION DATE:	

11. STATEMENT OF WORK *(The Contractor shall furnish the necessary personnel, materials, services, facilities, and otherwise do all things necessary for, or incident to, the performance of the work set forth below:*

12. ACCOUNTING AND APPROPRIATION DATA

Line	DCN (Max 6)	Budget/FY (Max 4)	Appropriation Code (Max 6)	Budget Org/Code (Max 7)	Program Element (Max 9)	Object Class (Max 4)
1	SAX	98	T	5AFOE	FAX	25.05
2						
3						

  

Line	Amount (Dollars)	(Cents)	Site/Project	Cost/Org/Code	SFO (Max 2)
1				C001	22
2					
3					

13. ORDERING OFFICER:

NAME/TITLE:	SIGNATURE:	DATE:
-------------	------------	-------

EPA Form 1900-59 (Rev. 7-94) Electronic and Paper versions acceptable. Previous additions are obsolete.

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## **Appendix 4-B**

# **Sample Daily Work Order/Daily Work Report**

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Sample Daily Work Order/Daily Work Report

U.S.EPA REGION V		DAILY WORK ORDER/REPORT - ERRS		DATE: July 10, 1997	
PAGE 1 OF 1					
SITE NAME: Lakeside Refining					
SITE NUMBER: <u>A545</u>			CONTRACT NO.: <u>68-52-5001</u>		
ON-SCENE COORDINATOR: Jane Smith			DELIVERY ORDER NO.: <u>5001-05-399</u>		
			RESPONSE MANAGER: John Doe		
START MONITORS: Environmental Monitoring, Inc.			CONTRACTOR: Clean up the Mess Fast, Inc		
WORK AUTHORIZED			WORK ACCOMPLISHED		
! Continue placement of final site grade.					
! Continue general pickup and decon of tools, trailers, etc.					
! Continue demolition of boiler house.					
! Continue to load and ship roll off boxes of scrap steel.					
! Continue removal of ACM from old boiler.					
!					
!					
OSC SIGNATURE:			RM SIGNATURE:		
			OSC		
			SIGNATURE:		
			RM SIGNATURE:		
AUTHORIZED PERSONNEL					
<u>1</u> RESPONSE MANAGER		<u>1</u> CLERK		<u>2</u>	
<u>1</u> FOREMAN		CLEAN-UP TECHNICIAN			
<u>   </u> CHEMIST		OPERATOR		<u>1</u>	
		LAB TECHNICIAN		<u>   </u>	
		DBA Laborer		<u>   </u> LABORER	
				<u>   </u> OTHER <u>   </u>	
EQUIPMENT AND MATERIALS					
ITEM: <span style="float: right;">QTY    USED    UNUSED</span>					
QTY    USED    UNUSED					
71-331 Pickup Truck	1		SCBA	3	
71-922 Pickup Truck	1		Hand held radio	12	10
72-595 Decon trailer	1		computer and printer	1	
			5 kw generator	1	
AMENDMENTS					
OSC SIGNATURE:			RM SIGNATURE:		

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## **Appendix 4-C**

### **Sample Subcontract Consent Letter**

### **Subcontract Consent and Review Checklist**

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## Example for Emergency Consent Letter

### Attachment 1

Ms./Mr.  
Subcontract or Purchasing Manager  
Company name  
Address

Subject: Contract No.  
Delivery Order No. 0012-01-\_\_\_\_, [site name]\_\_\_\_\_  
CONSENT TO SUBCONTRACT WITH [name of subcontractor]

Dear Ms. Smith:

I have reviewed the subject request for consent dated \_\_\_\_\_ for the proposed subcontract for [type of services] at the above site. This consent is subject to all clauses, articles, terms and conditions of the prime contract, and is based on the supporting information which you provided. The subcontract is a [fixed unit price/firm fixed price] for a total of [insert subcontract amount]. The period of performance for this subcontract consent is \_\_\_\_\_.

You shall not construe this consent to be a determination as to the acceptability of the subcontract terms or price or the allowableness of any costs under the subcontract, nor to constitute an increase in the prime contract value. This consent does not hereby relieve your firm of any contractual or legal obligation. This consent creates neither any Government obligation to, nor privity of contract with, your subcontractor. This consent shall be without prejudice to any right or claim of the Government under the prime contract. No subcontract term shall in fact obligate me, another Contracting Officer, or any board of contract appeals to decide questions that do not arise between the Government and your firm or that are not cognizable under the "Disputes" clause of the prime contract. Consent does not constitute approval, and the proposed arrangement remains your subcontract and your responsibility.

Sincerely,

On-Scene Coordinator

cc: Contracting Officer  
Project Officer

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**SUBCONTRACT CONSENT CHECKLIST**

CONTRACT NO. \_\_\_\_\_ CONTRACTOR NAME: \_\_\_\_\_

SUBCONTRACT FOR: \_\_\_\_\_

**A. RESPONSIBLE OFFICIAL MAY NOT GRANT CONSENT IF ANY OF THE FOLLOWING APPLY:**

- ☞ Cost-Reimbursement subcontracts if the fee exceeds the fee limitations of FAR 15.903(d).
- ☞ Subcontracts providing for payment on a cost-plus-a-percentage-of-cost basis.
- ☞ Subcontracts obligating the contracting officer to deal directly with the subcontractor.
- ☞ Subcontracts that make the results of arbitration, judicial determination, or voluntary settlement between the prime contractor binding on the government.
- ☞ Repetitive or unduly protracted use of cost-reimbursement, time and materials, or labor hour subcontracts.

**B. ADDITIONAL CONSIDERATIONS:**

	YES	NO	N/A
1) Is the decision to subcontract consistent with the contractor's approved make-or-buy program?	___	___	___
2) Is the subcontract for special test equipment or facilities that are available from government sources?	___	___	___
3) Is the selection of the particular supplies, equipment, or services technically justified?	___	___	___
4) Has the contractor complied with the prime contract requirements regarding labor surplus area or small business subcontracting, including if applicable, its plan for subcontracting with small business concerns?	___	___	___
5) Was adequate price competition obtained or its absence properly justified?	___	___	___
6) Did the contractor adequately assess and dispose of the contractor's alternate proposals, if offered?	___	___	___
7) Does the contractor have a sound basis for selecting and determining the responsibility of the particular subcontractor?	___	___	___
8) Has the contractor performed adequate cost or price analysis or price comparisons and obtained accurate, complete, and current cost or pricing data, including any required certifications?	___	___	___
9) Is the proposed subcontract type appropriate for the risks involved and consistent with current policy?	___	___	___

- |   |     |     |     |
|---|-----|-----|-----|
| 10) Has adequate consideration been obtained for any proposed subcontract that will involve the use of Government furnished facilities?   | ___ | ___ | ___ |
|   | YES | NO  | N/A |
| 11) Has the contractor adequately and reasonably translated prime contract technical requirements into subcontract requirements? (i.e., bonding, insurance, DBA, SCA, conflict of interest, certificate of procurement integrity, quotations) | ___ | ___ | ___ |
| 12) Does the prime contractor comply with applicable cost accounting standards for awarding the subcontract?  | ___ | ___ | ___ |
| 13) Is the proposed subcontractor on the Consolidated List of Debarred, Suspended, and Ineligible Contractors?  | ___ | ___ | ___ |
| 14) The proposed subcontract contains all the required representations and certificates, either the FAR clause or the Contractor's format.  | ___ | ___ | ___ |
| 15) The SOW for the proposed subcontract is not so restrictive so as to limit competition and conforms to all requirements concerning personal services, inherently governmental functions and prohibited services.                           | ___ | ___ | ___ |
| 16) The proposed subcontract contains all of the appropriate and necessary clauses and provisions, as delineated in the list of flow-down clauses below and in accordance with the FAR and EPAAR.   | ___ | ___ | ___ |

RESPONSIBLE OFFICIAL:

REVIEW: \_\_\_\_\_  
(Name, Title) (Date)

CONSENT: \_\_\_\_\_  
(Name, Title) (Date)

## Directions for Completing Subcontract Consent Checklist

- 1) Make-or Buy Determinations: Most contracts do not contain a Make-or-Buy Plan. If they do, there should be specific contract clauses and an approved Make-or-Buy Plan as a contract attachment. If a Make-or-Buy Plan does exist, pricing and procedures should be set forth in the Approved Plan and the proposed subcontract should be in accordance with this plan. (See FAR 15.407-2.) This element is usually N/A.
- 2) Special Test Equipment or Facilities: This is normally not applicable to Superfund Contracts. If you have questions regarding this issue, you may review FAR Part 45 or contact your Regional CO.
- 3) Technically justified: OSC/COR must ensure the supplies or services being provided by the subcontract are technically needed for the project
- 4) Compliance with small/small disadvantaged business goals: Contractors are encouraged to compete requirements to small/small disadvantaged and women owned businesses. Large businesses are required to submit a Subcontracting Plan outlining their goals for the dollar amounts they plan to subcontract during the life of the contract. (Small businesses are exempt from this requirement, but are still encouraged to promote small/small disadvantaged business participation). Businesses are in compliance with this if they try to include these types of businesses in soliciting proposals.
- 5) Adequate competition: Normally 3 offerors reflects competition. Any sole source subcontracts must be adequately justified.
- 6) The prime contractor should provide a justification for the selection of a particular subcontractor. This may be based on cost, technical capabilities, or some other reason acceptable under the FAR.
- 7) Responsibility: The prime contractor must provide information as to how responsibility of the proposed subcontractor was determined. This can be done through previous successful history with the subcontractor (citing previous purchase/contract numbers), through reference checks, or other documented means by the prime contractor. Verify that the subcontractor is not on the debarred or ineligible list. The prime contractor should also ensure that the subcontractor has adequate resources to perform. Additionally, if the Davis-Bacon Act applies to the subcontract, the prime must be assured that Davis-Bacon wages are being paid.
- 8) Price Reasonableness Determination: As a general rule, adequate price competition can be defined as competition of a minimum of 3 offerors AND a price difference of no more than 20% between the low and next low offer. If there is more than a 20% price differential, it may be considered a wide disparity in pricing and offerors may be asked to verify their pricing as accurate and complete. The appearance of a price disparity alerts the OSC to the fact that any one of the offerors may have misunderstood or misinterpreted the requirement, or is not proposing Davis-Bacon Act wages. If there is an explanation as to the price differential such as quantity discounts proposed by the low offeror, restricted time frame requirements, location of the offeror, or company discounts due to heavy or frequent utilization of the proposed offeror, etc., please note this in the package.

Secondly, commerciality may be utilized to determine price reasonableness. Commerciality is defined as having a published catalogue or price list and verifying its use with one or two commercial customers. Verification may be done verbally and documenting this conversation or by obtaining copies of invoices illustrating usage of the catalogue price.

Price history may also be utilized to determine price reasonableness. However, it must be for similar items where the original pricing was determined fair and reasonable based upon price competition, commerciality, or cost analysis. If there is a difference in the items, then the conclusions used to make the comparison must be explained. For instance, if the current item required is twice as large as the original item, then it is reasonable to conclude the new price may be twice as much, or if the item is twice the complexity of the original item, the new price may be double the original price. Comparison to an internal price estimate may be used as a last resort, but the internal price estimate must be developed with reasonable and justifiable assumptions and cost estimates.

A combination of the approaches outlined above may be utilized to determine price reasonableness. A complete and thorough explanation of the sources sought, the price reasonableness determination, and determination of contractor responsibility will result in a subcontract package that can be reviewed and consented to quickly.

- 9) Appropriate Subcontract Type: This element ensures the appropriate type of contract has been selected by the prime contractor based upon the technical requirements and complexity.

The following provides a short explanation of the different contract types:

**Fixed Price contracts** provide for a firm price that is not subject to any adjustment on the basis of the contractor's cost experience in performing the contract. The contractor assumes the maximum risk under a fixed price contract by making them fully responsible for all costs. It provides maximum incentive for the contractor to control costs and perform effectively and efficiently. This type of contract is the preferred type of contract for the requirements that can be clearly defined with no uncertainties or risks identified. It should be used when acquiring commercial items or other supplies or services on the basis of reasonably definite requirements or specifications.

**Indefinite Quantity Contracts** provide for an indefinite quantity, within stated limits of supplies or services to be furnished during a fixed period, with deliveries or performance to be scheduled by placing orders with the contractor. These are items that can be identified in such a way that a fixed price for them can be derived, and only the required quantity and delivery are unknown or uncertain. These types of contracts may also be cost reimbursable and not limited to fixed price.

**Time and Material (T&M) contracts** provide for acquiring supplies or services on the basis of direct labor hours at a specified fixed hourly rate that include wages, overhead, general and administrative (G&A) expenses and profit and materials at cost, including material handling costs as part of material. This type of contract may be used only when it is not possible at the time of placing the contract to estimate accurately the extent or duration of the work or to anticipate costs with any reasonable degree of confidence. This is the least preferred contract type, as the Government will ultimately bear all of the risk.

**Cost Reimbursement contracts** provide for payment of allowable incurred costs. These contracts establish an estimate for the cost of performance. The limits of performance are set by the estimated cost. These contracts may be incrementally funded. **THIS IS THE LEAST PREFERRED CONTRACT TYPE AS THE GOVERNMENT WILL ULTIMATELY BEAR ALL OF THE RISK.**

10) Government-furnished facilities: In accordance with FAR Part 45, the Government is only allowed to furnish facilities (basically, another term for property) to contractors under very specific and limited circumstances. See FAR 45.302-1. Therefore, this element is usually N/A.

11) Interpretation of technical requirements: Requires review of the subcontract statement of work or specifications and quantities by the OSC or COR, and transmittal to the CO in plain language.

12) Compliance with cost accounting standards: This is required only for subcontracts in excess of \$500,000. There are exceptions such as small businesses, fixed price subcontracts, subcontracts awarded based upon competition, etc. (More exceptions are identified in 48 CFR, Chapter 99, which is an appendix to the FAR and accessible through the Internet or through the Code of Federal Regulations (CFR) at <http://www.access.gpo.gov/nara/cfr/cfr-table-search.html>) This element is usually N/A.

13) Debarred Listing: GSA puts out a monthly List of Parties Excluded from Federal Procurement and Non-procurement Programs. A copy is available in your Regional CO office or through the Internet at <http://www.arnet.gov/eplsl/>

14) Required flow down clauses: There are clauses contained in the prime contract which are required to be flowed down to any subcontracts. These clauses must be included in the terms and conditions of the subcontract. Ensure a copy of the terms and conditions of the subcontract are included with the subcontract consent package. Check also with the Contracting Officer to see if a list of required flow down clauses are available. It is the contractors responsibility to ensure that the flow down clauses are included in the submittal.

15) Fee limitations within cost type contracts: Usually N/A. If required, use the FAR or contact the Contracting Officer

16) Cost-Plus-Percentage-of-Cost Contracts: It must be ensured that the contractor is not using a cost-plus-percentage-of-cost type of contract as this type of contract is PROHIBITED under the FAR 16.102. An example is subcontract line items (labor, ODCs, Travel, materials, etc., subtotals to \$100,000 and the fee (or profit) calculated by:

\$100,000	(Subtotal)
X	8% (Fee/Profit)
\$108,000	(Contract total)

17) The contractor should provide a brief description of the supplies/services being ordered.

18) The contractor should provide a justification of the need to subcontract (i.e., technical capabilities not available with contractor.)

## **Appendix 4-D**

### **Sample Third Party Draft**

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# Sample Third Party Draft

010397 02 8      Branchpay® 1-800-444-6899    Another service of Geico Information Network, Inc. Eden Prairie, MN      30300000 00

**BRANCHPAY**

 **EPA**  
1445 ROSS AVE., SUITE 1200  
DALLAS, TX 75202

PAYABLE THROUGH  
NORWEST BANK RED WING, N.A.      75-45  
RED WING, MN      819

DATE: 0100 2 48  
NOT VALID AFTER 30 DAYS FROM DATE

PAY TO THE ORDER OF: **SAMPLE** \$ \_\_\_\_\_ DOLLARS

NOT GOOD FOR MORE THAN \$5000.00      NOT REDEEMABLE FOR CASH BY DRAWER'S AUTHORIZED REPRESENTATIVE

**Void**

SIGNATURE OF DRAWER'S AUTHORIZED REPRESENTATIVE

MEMO \_\_\_\_\_

By signing this instrument, each of the abovesigned certifies that this instrument has been drawn in accordance with the authority issued by GEICO INFORMATION NETWORK, INC. If any statement herein be untrue, the abovesigned, agree to pay to the drawer upon demand the amount of this instrument and all expenses and damages arising therefrom.

⑈0100 2 48⑈ ⑆09190 65⑆ 22 105 7⑈ 262

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## **Appendix 4-E**

### **Notice to Proceed (NTP) Checklist**

**SF33**

#### **NTP Clauses**

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**NTP CHECKLIST**

<b>(1) Briefly describe the emergency requiring the issuance of a NTP.</b>	
<b>Date/Time:</b>	<b>Place:</b>
<b>Type of Response Required:</b>	
<b>(2) Official Making the Emergency Designation.</b>	
<b>Name:</b>	<b>Position/Title</b>
<b>(3) Is the cognizant FCS 1102 CO available?    Yes ___ No ___</b>	
<b>Date Called:</b>	<b>Time Called:</b>
<b>(4) Explain why none of the other existing contracting mechanisms may be used, or are available, in this instance?</b>	
<b>(5) Are all actual or potential conflict of interest issues resolved?</b>	
<b>(6) Statement of Work (SOW):</b>	

<b>(7) OSC Name &amp; Office Address:</b>					<b>OSC Telephone:</b>				
<b>(8) (a) \$ _____ is committed and available for obligation for this effort.</b>									
<b>(b) Accounting Data:</b>									
DCN	Appr Code	BFY	SFO	Budget Org	Obj. Class	PE	Site Proj	Cost/Org Code	Amount
<b>(c) Contractor:</b>					<b>Contractor POC:</b>				
<b>(d) Address:</b>					<b>Telephone:</b>				
<b>(9) Special Agreements or Considerations:</b>									
<b>(10) <u>OSC Certification:</u> I certify that the information contained herein is accurate and complete to the best of my knowledge and belief.</b>									
<b>Date:</b>					<b>OSC Signature:</b>				
<b>Typed/Printed Name:</b>									

**NTP CLAUSES**

The following clauses apply to this NOTICE TO PROCEED (NTP). By signing this NTP, the Contractor agrees to abide by all of these contract clauses. In addition to these clauses, the CO, during the definitization process, may include any other appropriate clauses in the contract.

Note to Contractor: The FCS 1102 CO will send the AContractor Representations, Certifications, and Other Statements of Offerors to the contractor during the definitization process. The contractor shall complete and submit the AContractor Representations, Certifications, and Other Statements of Offerors to the FCS 1102 CO prior to definitization of the NTP.

52.216-23 Execution and Commencement of Work (Apr 1984)

The Contractor shall indicate acceptance of this letter contract by signing three copies of the contract (SF33) and returning them to the Contracting Officer/Warranted On-Scene Coordinator not later than \_\_\_\_\_ [insert date]. Upon acceptance by both parties, the Contractor shall proceed with performance of the work, including purchase of necessary materials.

52.216-24 Limitation of Government Liability (APR 1984)

(a) In performing this contract, the Contractor is not authorized to make expenditures or incur obligations exceeding \_\_\_\_\_ dollars.

(b) The maximum amount for which the Government shall be liable if this contract is terminated is \_\_\_\_\_ dollars.

(End of clause)

52.216-25 Contract Definitization (Oct 2010)

(a) A \_\_\_\_\_ [*insert specific type of contract*] definitive contract is contemplated. The Contractor agrees to begin promptly negotiating with the Contracting Officer the terms of a definitive contract that will include (1) all clauses required by the Federal Acquisition Regulation (FAR) on the date of execution of the NTP, (2) all clauses required by law on the date of execution of the definitive contract, and (3) any other mutually agreeable clauses, terms, and conditions. The Contractor agrees to submit a either a cost or price proposal as requested during definitization and negotiations by the FCS 1102 CO.

(b) Definitization Schedule (These dates may be modified by the definitizing FCS 1102 CO):

Contractor submits definitization proposal to CO:	14 calendar days after award of NTP
Parties conclude negotiations:	45 calendar days after award of NTP
Parties execute definitized agreement:	90 calendar days after award of NTP

(c) If agreement on a definitive contract to supersede this Notice to Proceed (NTP) is not reached within 90 days after award of the NTP, or within any extension of it granted by the FCS 1102 CO Officer, the FCS 1102 CO may, with the concurrence of the Chief of the Contracting

Office (CCO) determine a reasonable price or fee in accordance with Subpart 15.4 and Part 31 of the FAR. The CO's determination is subject to Contractor appeal as provided in the Disputes clause. In any event, the Contractor shall proceed with completion of the contract, subject only to the Limitation of Government Liability clause.

(1) After the Contracting Officer's determination of price or fee, the contract shall be governed by terms of the definitized contract.

(i) All clauses required by the FAR on the date of execution of this NTP for either fixed-price or cost-reimbursement contracts, as determined by the Contracting Officer under this paragraph (c);

(ii) All clauses required by law as of the date of the Contracting Officer's determination; and

(iii) Any other clauses, terms, and conditions mutually agreed upon.

(2) To the extent consistent with subparagraph (c)(1) of this section, all clauses, terms, and conditions included in this NTP shall continue in effect, except those that by their nature apply only to the NTP.

(End of Clause)

**REQUIRED IN ALL NTPs WHEN A COST-REIMBURSEMENT DEFINITIVE CONTRACT IS CONTEMPLATED**

52.216-26 Payments of Allowable Costs Before Definitization (Dec 2002)

(a) Reimbursement rate. Pending the placing of the definitive contract referred to in this letter contract, the Government will promptly reimburse the Contractor for all allowable costs under this contract at the following rates:

(1) One hundred percent of approved costs representing financing payments to subcontractors under fixed-price subcontracts, provided that the Government's payments to the Contractor will not exceed 80 percent of the allowable costs of those subcontractors.

(2) One hundred percent of approved costs representing cost-reimbursement subcontracts; provided, that the Government's payments to the Contractor shall not exceed 85 percent of the allowable costs of those subcontractors.

(3) Eighty-five percent of all other approved costs.

(b) Limitation of reimbursement. To determine the amounts payable to the Contractor under this letter contract, the Contracting Officer shall determine allowable costs in accordance with the applicable cost principles in Part 31 of the Federal Acquisition Regulation (FAR). The total reimbursement made under this paragraph shall not exceed 85 percent of the maximum amount of the Government's liability, as stated in this contract.

(c) Invoicing. Payments shall be made promptly to the Contractor when requested as work progresses, but (except for small business concerns) not more often than every 2 weeks, in amounts approved by the Contracting Officer. The Contractor may submit to an authorized representative of the Contracting Officer, in such form and reasonable detail as the representative may require, an invoice or voucher supported by a statement of the claimed allowable cost incurred by the Contractor in the performance of this contract.

(d) Allowable costs. For the purpose of determining allowable costs, the term "costs" includes--

(1) Those recorded costs that result, at the time of the request for reimbursement, from payment by cash, check, or other form of actual payment for items or services purchased directly for the contract;

(2) When the Contractor is not delinquent in payment of costs of contract performance in the ordinary course of business, costs incurred, but not necessarily paid, for--

(i) Supplies and services purchased directly for the contract, provided payments will be made--

(A) In accordance with the terms and conditions of a subcontract or invoice; and

(B) Ordinarily prior to the submission of the Contractor's next payment request to the Government;

(ii) Materials issued from the Contractor's stores inventory and placed in the production process for use on the contract;

(iii) Direct labor;

(iv) Direct travel;

(v) Other direct in-house costs; and

(vi) Properly allocable and allowable indirect costs as shown on the records maintained by the Contractor for purposes of obtaining reimbursement under Government contracts; and

(3) The amount of financing payments that the Contractor has paid by cash, check, or other forms of payment to subcontractors.

(e) Small business concerns. A small business concern may receive more frequent payments than every 2 weeks.

(f) Audit. At any time before final payment, the Contracting Officer may have the Contractor's invoices or vouchers and statements of costs audited. Any payment may be--

(1) Reduced by any amounts found by the Contracting Officer not to constitute allowable costs; or

(2) Adjusted for overpayments or underpayments made on preceding invoices or vouchers.

The following clauses are to be incorporated into the NTP and definitive contract where applicable. All asterisked (\*) clauses have fill-ins which will be negotiated by the FCS 1102 CO during definitization. The full text of these clauses is available upon request from the cognizant EPA FCS 1102 CO.

**Federal Acquisition Regulation (FAR) Clauses**

52.202-1	Definitions	Nov 2013
52.203-3	Gratuities	Apr 1984
52.203-5	Covenant Against Contingent Fees	May 2014
52.203-6	Restrictions on Subcontractor Sales to Government	Sept 2006
52.203-7	Anti-Kickback procedures	May 2014
52.203-8	Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity	May 2014
52.204-4	Printing/Copying Double-Sided on Recycled Paper	May 2011
52.232-17	Interest	May 2014
52.232-25	Prompt Payment	July 2013
52.233-1	Disputes	May 2014
52.233-2	Service of Protest	Sept 2006
52.233-3	Protest After Award	Aug 1996
52.242-15	Stop Work Order	Aug 1989
52.252-2	Clauses Incorporated by Reference	Feb 1998

**Environmental Protection Agency Acquisition Regulation (EPAAR) Clauses**

EPA-L-09-101	Submission of Organizational Conflict of Interest Plan
EPA-L-09-102	Disclosure Requirements for Organizational Conflicts of Interest
EPA-L-09-103	Minimum Standards for EPA Contractor's Conflict of Interest Plans

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## **Appendix 4-F**

### **Environmental Services Schedule 899**

### **Logistics Worldwide (LOGWORLD) Multiple Award Schedule 874 V**

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[Back to Original](#)

U.S. General Services Administration

## Schedule 899 - Environmental Services

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**Carolyn Dicugno**  
(253) 931-7042  
[carolyn.dicugno@gsa.gov](mailto:carolyn.dicugno@gsa.gov)  
[View Contact Details](#)

**Barry D. Nelson**  
(800) 241-7246  
[mgmt.services@gsa.gov](mailto:mgmt.services@gsa.gov)  
[View Contact Details](#)

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Environmental Services Schedule 899 is a priority source for industry experts providing support to federal agencies. Services under this Schedule are designed to support agencies in meeting their environmental requirements and streamline the contracting process by providing a faster, more cost efficient means to meet environment requirements.

A wide-variety of services and tasks can be ordered from industry experts who are qualified to offer support for:

- Strengthening Federal Environmental Management goals in Electronics Stewardship;
- Environmental Management Systems;
- Pollution Prevention, Cleanup and Restoration;
- HAZMAT;
- Training Awareness and more.



Reduce your agency's environmental footprint and meet agency goals through the services available on this schedule.

Variety of Offerings Include:

### Schedule 899

SIN Number	SIN Name
<a href="#">899 1</a>	Environmental Consulting Services
<a href="#">899 2</a>	Environmental Compliance Services
<a href="#">899 3</a>	Environmental Training Services
<a href="#">899 4</a>	Waste Management Services
<a href="#">899 5</a>	Materials and Waste, Recycling & Disposal Services

<a href="#">899 6</a>	Environmental Advisory Services
<a href="#">899 7</a>	Geographic Information Services (GIS) Services
<a href="#">899 8</a>	Remediation and Reclamation Services

The Environmental Program assists agencies in complying with environmental initiatives and meeting goals through contractors offering:

#### [899-1 Environmental Planning Services & Documentation:](#)

Services include, but are not limited to:

- Environmental Consulting that includes the development;
- Planning;
- Facilitation;
- Coordination and documentation for initiatives in areas of chemical, biological, radiological, and/or hazardous material services;
- Environmental Assessments and Environmental Impact Statements under the National Environmental Policy Act (NEPA);
- Endangered Species, Wetlands, Watersheds and other Natural Resource Management plans;
- Archeological and/or Cultural Resource Management Plans;
- Environmental Program and Project Management and Environmental Regulation Development;
- Economic, Technical and/or Risk Analysis; and, other environmentally related studies and/or consultations. Homeland Security issues including vulnerability assessments, biochemical protection, identification of threats and protective measures to mitigate the threats and Crime Prevention through Environmental Design (CPTED) surveys.

#### [899-2 Environmental Compliance Services:](#)

- Services include, but are not limited to: Environmental Compliance Audits; Compliance Management and/or Contingency Planning; Permitting; Spill Prevention/Control and Countermeasure Plans; Pollution Prevention Surveys; ISO 14000/Environmental Management Systems (EMS); and Community Right to-Know Act reporting.

#### [899-3 Environmental Occupational Training Services:](#)

- Training to include standard (off the shelf), customized, and/or computer-based interactive courses, as well as converting existing courses to electronic media. Training may be conducted on or off site and may be on any number of environmentally related issues, including fire preparedness training and public fire safety education.

### 899-4 Waste Management Services:

Operational services, advice, or guidance in support of agencies' Waste Management Services. Examples include, but are not limited to:

- Data collection, feasibility or risk analysis, RCRA/CERCLA site investigation, hazard and/or non hazard exposure assessments, waste characterization and source reduction studies, review and recommendation of waste tracking or handling systems, waste management plans and/or surveys, waste minimization/pollution prevention indicatives, review of technologies and processes impacting waste management, furnishing or inventory of Material Safety Data via CD, Internet, facsimile, mail or other media; development of emergency response plans.

### 899-5 Reclamation, Recycling and Disposal Services:

Services include, but are not limited to:

- Establishment and/or operation of waste management and/or recycling systems to include waste collection, reuse assessments, inventory, destruction, inventory transfer and/or disposal after compliance with GSA Office of Personal Property Management requirements outlined in Federal Management Regulations 101-42, 102.36, and 102.37 (as applicable).

Types of waste management and/or recycling systems include, but are not limited to:

- Excess inventory;
- Surplus inventory;
- Management and oversight of HazMat disposal operations;
- Confiscated materials;
- Electronic equipment;
- Batteries;
- Chemicals;
- Solids;
- Biological matter;
- Cathode Ray Tubes (CRTs); and
- Waste Minimization/Pollution Prevention initiatives.

This effort does not include transportation and/or disposal of radioactive waste. No remediation efforts are associated with this SIN.

**Note: In order to qualify to perform services under this SIN, the offeror is required to provide the following documentation:**

- Provide a summary of documentation process used through final disposition of all materials obtained and/or generated. (Required if offering recycling and/or disposal services.)
- Provide a summary of methods used for tracking material to final destination. (Required if offering recycling and/or disposal services.)
- Certify compliance with environmental laws and regulations pertaining to recycling and/or disposal. (Required if offering recycling only.)
- Provide a summary of firm's data security process (e.g., process used for destruction of hard drive). (Required if offering recycling only.)
- Provide a summary of warehousing process. (Required if offering recycling only.)
- Provide process flow identifying ownership of all parts involved in electronic recycling (e.g., transfer of CERCLA liability). (Required if offering recycling only.)
- Identify who the subcontractors are that will be used in recycling and/or disposal process OR certify that they understand that subcontractors may be required to be identified in any resultant task order issued by an ordering agency. If subcontractors are identified, pricing is to be included with the submission of Contractor's offer.

**Note: This effort does NOT include handling/disposal and/or transportation of nuclear waste.**

#### 899-6 Environmental Advisory Services:

Services include, but are not limited to:

- Ongoing advice and assistance with data and information support of agency environmental programs involving areas such as Hazardous Material Spill;
- Material Safety Data Sheets (MSDS);
- Information hotlines;
- Poison control hotlines;
- Environmental Regulations, Biological/Medical Data Sheets and Environmental Policy/Procedure Updates.

#### 899-7 Geographic Information Services (GIS):

Provide operational services, advice, or guidance in support of agencies' environmental programs utilizing Geographic Information Services.

Services include but are not limited to:

- Mapping and cartography, natural resource planning, site selection, migration pattern

analysis, pollution analysis, and emergency preparedness planning.

- Provide services to support geologic logs, topographic data, 3D/4D interactive visualization packages, and data interpretation.

**Note: Services of an Architect-Engineering nature as set forth in FAR Part 36 are specifically excluded.**

#### 899-8 Remediation Services:

Services include, but are not limited to:

- Excavation, removal and disposal of hazardous waste;
- Remediation-related laboratory testing;
- Site preparation characterization, field investigation, conservation and closures;
- Wetland restoration;
- Emergency response clean up;
- UST/AST Removal;
- Air monitoring;
- Soil vapor extraction;
- Stabilization/solidification;
- Bio-venting;
- Carbon absorption;
- Reactive walls;
- Containment;
- Monitoring and/or reduction of hazardous waste sites as well as unexploded ordnance removal.

This effort does **not** include any remediation/transportation, disposal of radioactive waste, asbestos removal and/or paint removal, construction and Architect-Engineering services as set forth in FAR Part 36 (including construction, alteration or repair of buildings, structures, or other real property) or Disposal "only". Disposal services performed under this SIN must be ancillary to remediation services performed.

#### Multiple Award Schedule Desk Reference

The shortcut to this page is  
[www.gsa.gov/environmentalservices](http://www.gsa.gov/environmentalservices).

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## Schedule 874 V - Logistics Worldwide (LOGWORLD)

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The Logistics Worldwide (LOGWORLD) Multiple Award Schedule 874 V, assists federal agencies in procuring comprehensive logistics solutions. Services include all phases of planning, acquisition and management of logistics systems, providing expert advice, assistance, guidance, management, or operational support services that permit the deployment of supplies, equipment, materials and associated personnel. Training is provided in system operations, automated tools for supply and value chain management, property and inventory management, distribution and transportation management, and maintenance of equipment and facilities supporting these activities. Turnkey or total solutions are available in support of a logistics functions and minor repair and alteration services, ancillary to existing SINs under this Schedule, are also provided.



Variety of Offerings Include:

### Schedule 874 V

SIN Number	SIN Name
<a href="#">874 501</a>	Supply & Value Chain Management Services
<a href="#">874 503</a> <sup>1</sup>	Distribution & Transportation Logistics Services
<a href="#">874 504</a>	Deployment Logistic Services
<a href="#">874 505</a>	Logistics Training Services
<a href="#">874 506</a> <sup>2</sup>	Support Products
<a href="#">874 507</a> <sup>3</sup>	Operations & Maintenance Logistics Management and Support Services
<a href="#">874 597</a> <sup>4</sup>	Ancillary Repair and Alteration

<sup>1</sup> *Note: Commercial passenger airline services covered by the Airline City Pair Program and*

*courier services covered by Schedule 48, Transportation, Delivery and Relocation Solutions are excluded.*

<sup>2</sup> *Note: Contractors may provide ancillary products used only in direct support of services provided under Special Items Number (SIN)s 874-501, 874-503, 874-504, 874-505 and 874-507. Any licensing fee/agreements required for Commercial Off The Shelf (COTS) hardware and software will be negotiated at the task order level.*

<sup>3</sup> *Note: Refer to Schedule 03FAC, Facilities Maintenance and Hardware, (SINs) 811 002, Complete Facilities Maintenance 811 003, Complete Facilities Management, for separate SIN requirements NOT part of a logistics management and support.*

<sup>4</sup> *Note: This SIN EXCLUDES: (1) major or new construction of buildings, roads, parking lots and other facilities; (2) complex R&A of entire facilities or significant portions of facilities, and (3) Architect-Engineering Services subject to Public Law 92-582 (Brooks Act).*

#### **Information for Federal Customers**

- [Basic Schedule Ordering Guidelines](#)
- [BPA Information](#)

#### **Information for Vendors**

- [Is a Multiple Award Schedule \(MAS\) Right For You?](#)
- [Contractor Teaming Arrangements](#)
- [Procurement Technical Assistance Centers \(PTAC\)](#)  
(Help with writing proposals and marketing your services to the government.)
- [Schedule Input Program \(SIP\)](#)
- [How to Prepare a Quality Offer](#)

Both Federal customers and vendors can benefit from the following publication - [Multiple Award Schedule Desk Reference](#)

The shortcut to this page is [www.gsa.gov/logworld](http://www.gsa.gov/logworld).

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**Chapter 5**

**Access to  
Other Response Resources**

# Chapter 5. Access to Other Response Resources

## 5.1 National Response System Special Forces

Section 300.145 of the NCP identifies several special teams available to assist OSCs during a response. The following provides a summary of these special teams and the types of assistance they offer.

### 5.1.1 National Strike Force (USCG)

The National Strike Force (NSF) provides highly trained, experienced personnel and specialized equipment to USCG and other Federal agencies to facilitate preparedness and response to oil and hazardous substance pollution incidents in order to protect public health, welfare and the environment. The NSF is composed of four units, the National Strike Force Coordination Center (NSFCC), Atlantic (AST), Gulf (GST), and Pacific (PST) Strike Teams. These units combined provide a valuable source of technical and managerial expertise to Federal OSC responding to oil or hazardous materials pollution incidents. The NSF stands ready to deploy its equipment, personnel and expertise to support the OSC in achieving the most effective and efficient response possible. OSCs can obtain assistance from throughout the NSF by contacting their servicing Strike Teams.

The *Strike Teams* provide rapid response support in incident management, site safety, contractor performance monitoring, resource documentation, response strategies, hazard assessment, oil spill dispersant and in-situ burn operational effectiveness monitoring, and high capacity lightering and offshore skimming capabilities. The Strike Teams also train USCG units in environmental pollution response, test and evaluate pollution response equipment, and liaise with response agencies within their areas of responsibility.

The *NSFCC* provides oversight and strategic direction to the Strike Teams, ensuring enhanced inter-operability through a program of standardized operating procedures for response, equipment, training, and qualifications. The NSFCC conducts at least six major government-led spill response exercises each year under the National Preparedness for Response Exercise Program; maintains a national logistics network, using the Response Resource Inventory; implements the USCG Oil Spill Removal Organization program; and administers the National Maintenance Contract for the USCG thirty million dollar inventory of pre-positioned spill response equipment.

In addition to coordinating the activities of the three teams, the NSFCC has increased NSF support activities. These activities include development and oversight of a national maintenance contract that is essential to the readiness of pre-positioned spill response equipment; the classification of private sector oil spill removal organizations, the development of a publicly accessible database listing the available world-wide inventory of spill response equipment; a logistics network; becoming a leader in the attainment and use of the Incident Command System

(ICS) and response management theory; and the implementation of a national level preparedness for response exercise program.

The *Public Information Assist Team* (PIAT) is an element of the NSFCC staff, which is available to assist both EPA and USCG OSCs to meet the demands for public information during a response or exercise. Its use is encouraged any time the OSC requires outside public affairs support. The PIAT members are trained in journalism, public relations, and photography and have knowledge of pollution response techniques, equipment, and applicable federal laws. They are particularly useful for setting up and manning a news office and running press conferences. They respond with portable computer and communications equipment, along with camera and video gear, and can set up an information organization to meet OSC's goals at any site, regardless of its remoteness.

### 5.1.2 Environmental Response Team (EPA)

The Environmental Response Team (ERT) is a component of the Office of Superfund Remediation and Technology Innovation (OSRTI) and maintains 24-hour response capability consisting of support personnel specializing in all aspects of hazardous substance and oil spill response. ERT personnel can advise and provide expert support to OSCs regarding:

- Hazard evaluation;
- Risk assessment;
- Multi-media sampling and analysis;
- On-site health and safety plans;
- Cleanup techniques and priorities;
- Water supply decontamination and protection;
- Application of dispersants;
- Environmental assessment;
- Degree of cleanup required; and
- Disposal of contaminated materials.

In addition, the ERT has developed a number of computer programs such as the Computer Assisted Response Technology Selector (CARTS), an expert system that assists OSCs in determining the best treatment technology for a given type of hazardous waste. ERT has also developed RCMS, DRUMTRACK, and other computer-based applications and offers training on the use of the software.

OSCs may utilize ERT for technical assistance by contacting them directly. If long-term support is desired, OSCs should contact the appropriate HQ Regional Coordinator to assist in setting up the work. If after-hours support is necessary, the OSC should call the ERT duty officer at (908) 321-6660 or the National Response Center at (800) 424-8802.

### **5.1.3 Scientific Support Coordinators (EPA and NOAA)**

Federal On-Scene Coordinators may request Scientific Support Coordinators (SSCs) to assist with responses to releases of hazardous substances, pollutants, or contaminants. The SSC provides scientific support for the development of regional and local contingency plans. Generally, the National Oceanic and Atmospheric Administration provides SSCs in coastal and marine areas, while EPA provides them in inland areas. During a response action, the SSC serves under the direction of the OSC and is responsible for providing scientific support for operational decisions and for coordinating on-scene scientific activity. Depending on the nature of the incident, the SSC can:

- Provide certain specialized expertise;
- Compile information pertinent to assessing the hazards, potential effects of releases, and to developing response strategies; and
- Work as a liaison to government agencies, universities, community representatives, and industry.

At the OSC's request, the SSC serves as the principal liaison for scientific information and attempts to reach a consensus on scientific issues while ensuring that differing opinions are communicated to the OSC. Further, the SSC will assist the OSC in responding to requests for assistance from the federal and state agencies regarding scientific studies and environmental assessments.

### **5.1.4 Supervisor of Salvage (U.S. Navy)**

The U.S. Navy Supervisor of Salvage (SUPSALV) has considerable knowledge and experience in ship salvage, shipboard damage control, and diving. They have specialized equipment and trained personnel for salvage-related and open-water situations. SUPSALV maintains worldwide contracts for a number of activities. The U.S. Navy also has oil spill equipment that may be made available upon OSC request through a simple interagency funds transfer.

### **5.1.5 Radiological Emergency Response Team (EPA)**

The Radiological Emergency Response Team (RERT), a designated special response force under the NCP, is the primary mechanism through which EPA ORIA responds to nuclear emergencies. RERT capabilities include conducting environmental monitoring, performing laboratory analyses, and providing advice and guidance on measures to protect the public. When required, the RERT may also exercise EPA's authority under the Federal Radiological Emergency Response Plan to coordinate the overall federal response to a nuclear emergency. To maintain its edge, the RERT works with other federal agencies and state and local governments to plan and participate in nuclear emergency response exercises. Additionally, RERT personnel continually update their multi-disciplinary skills and provide training to other organizations charged with responding to nuclear emergencies.

### **5.1.6 Disaster Response Group (USCG)**

Disaster Response Groups assist the OSC by providing technical assistance, personnel, and equipment, including pre-positioned equipment. Each DRG consists of all USCG personnel and equipment, including marine firefighting equipment, in its district, additional pre-positioned equipment, and a District Response Advisory Team (DRAT) that is available to provide support to the OSC in the event that a spill exceeds local response capabilities.

### **5.1.7 National Pollution Funds Center (USCG)**

The National Pollution Funds Center (NPFC) has the responsibility to manage the Oil Spill Liability Trust Fund (OSLTF). EPA Headquarters maintains an annual umbrella IAG with the NPFC for routine response to oil spills. At the beginning of each fiscal year, it is very important to ensure that the umbrella IAG is in place and funding has been provided by HQ to the Region. When a report of an oil spill is received and the EPA OSC decides that a Federal presence is necessary, the OSC will call the local USCG District office and obtain a FPN and a project cost ceiling. This ceiling authorizes the OSC to expend monies from the OSLTF up to that amount. EPA may then use existing EPA contract mechanisms, a PRFA, and/or USCG BOAs to obtain support to assist in cleanup efforts. The umbrella IAG is the vehicle by which the USCG NPFC provides funding to EPA and is essential to the OSC for routine time-critical response actions. However, since the funding for the umbrella IAGs is appropriated on a yearly basis, for the more costly and complex oil-related responses, a site-specific IAG with NPFC should be established.

NPFC has also published a User's Guide to help OSCs through the funding process and EPA has published guidance specifically for EPA OSCs called, "Guidance for Use of the Oil Spill Liability Trust Fund," OSWER 9360.8-11, February 1997. This guidance provides examples of PRFAs, which are essentially emergency IAGs or cooperative agreements that may be used to obtain support from other Federal, State, or local agencies for oil spill responses. PRFAs outline a scope of work (including cost documentation procedures and reporting requirements) and funding ceiling for the support being request from the other agency. (See Section 4.2.6 of this document for more information on PRFAs.)

### **5.1.8 Chemical, Biological, Radiological, and Nuclear Consequence Management Advisory Division (CBRN CMAD)**

The Chemical, Biological, Radiological, and Nuclear Consequence Management Advisory Division (CBRN CMAD) is a component of the Office of Emergency Management (OEM) which provides scientific support and technical expertise to On-Scene Coordinators (OSC) for decontamination of buildings, building contents, public infrastructure, agriculture, and associated environmental media in the event of an incident involving releases of radiological, biological, or chemical contaminants. Specialized expertise, such as biochemistry, microbiology and medicine, health physics, toxicology, HVAC engineering, and industrial hygiene, is available to assist local, national, and international agencies supporting hazardous substance response and remedial operations, including Nationally Significant Incidents.

## 5.2 EPA Resources

### 5.2.1 EPA Local Governments Reimbursement (LGR) Program

There may be situations when a local or tribal jurisdiction has the technical capability to conduct an action but lacks the funds to undertake the response. In this case, the local jurisdiction may choose to request reimbursement for eligible costs from the Federal Superfund under the LGR program. This program allows local or tribal jurisdictions to be reimbursed up to \$25,000 per incident for costs such as overtime, response contractors, expendable response equipment, and replacement of damaged equipment. This program cannot be used to reimburse costs previously budgeted for by the local or tribal jurisdiction. This program was recently restructured to reduce the reporting/cost documentation burden on local and tribal jurisdictions and to allow for more timely payment of eligible costs. The restructured program, including all the necessary forms, was published in the Federal Register on February 18, 1998, and can be found in 40 CFR Part 310. Recent reimbursements to local and tribal governments have been made in as little as 30 days. This program is not available to State governments. The EPA LGR telephone assistance line may be reached at (800) 431-9209.

### 5.2.2 EPA Laboratories and Offices

Each EPA Region has considerable resources an OSC may utilize within each Region. Outside the Regional offices, there are also a number of resources available to the OSC. The following summarizes those resources.

#### **Office of Research and Development, Technical Support Centers (TSC)**

The Office of Research and Development (ORD) recently reorganized the laboratories throughout the country into a number of Technical Support Centers (TSCs) that specialize in certain areas. Additional information about ORD is available at:  
<http://www2.epa.gov/aboutepa/about-office-research-and-development-ord>.

Ground Water Fate & Transport TSC, Ada, Oklahoma, houses the Technical Assistance and Technology Transfer Branch, the Subsurface Protection and Remediation Division, and the National Risk Management Lab. This TSC may provide technical assistance in solving problems related to source investigations and control measures at sites such as the Oxnard Refinery and Sparks Solvent/Fuel Sites in Region 9. At the Oxnard Refinery, proposed field methods for investigation of the free product plume and the design and operation of a proposed free product recovery system to control migration of the plume to a nearby stream were evaluated.

Engineering and Treatment TSC, Cincinnati, Ohio, houses the Site Management Support Branch, the Land Remediation and Pollution Control Division, and the National Risk Management Research Laboratory.

Health Risk TSC, Cincinnati, Ohio, houses the Risk Assessment Services Team and the National Center for Environmental Assessment.

Monitoring and Site Characterization TSC, Las Vegas, Nevada, houses the Analytical Sciences Branch, Characterization Research Division, and the National Exposure Research Laboratory. This TSC specializes in sampling and monitoring technologies, sampling/analytical quality assurance, special analytical services, and data statistical assessments. The Monitoring and Site Characterization TSC may support OSCs with field-portable X-Ray Fluorescence, soil-gas measurement, geophysics, special analytical services, radio chemical analysis, geostatistics, statistical design, GIS, and data interpretation. The Las Vegas TSC can mobilize specialized teams equipped with portable or deployable field instruments.

Environmental Photographic Interpretation TSC, Reston, Virginia, houses the Monitoring Sciences Branch, the Characterization Research Division, and the National Exposure Research Laboratory.

Exposure Assessment and Modeling TSC, Athens, Georgia, houses the Regulatory Support Branch, the Ecosystems Research Division and the National Exposure Research Laboratory.

### **Radiological Support**

Access to EPA's Radiological Emergency Response Team (RERT) may be obtained 24-hours a day from the National Response Center, (800) 424-8802.

#### *Office of Radiation and Indoor Air*

**Radiation and Indoor Environments National Laboratory (R&IE)**  
Las Vegas, NV (Specializing primarily in *Field Support*)

Services include phone consultation, on-site consultation, Scanner Van, in-situ gamma detection systems, mobile laboratories, instrument calibration advice and services, field methodologies, data explanation, assistance in monitoring radiation and laboratory contractors, emergency response, and Multi-Agency Radiation Survey and Site Investigation Manual (MARSSIM, developed by EPA, DOE, Nuclear Regulatory Commission, and DoD).

Fact Sheets on R&IE National Lab's Mobile Environmental Radiation Laboratory, Mobile Command Post, tractor and power systems, and Mobile Sample Preparation Laboratory may be obtained through the points of contact listed in the Important Contacts section at the front of this Guide.

**National Air and Radiation Environmental Laboratory (NAREL)**  
Montgomery, AL (Specializing primarily in *Laboratory Support*)

NAREL is a Superfund Technical Support Center (TSC) Services include phone consultation, on-site consultation, radiation analytical laboratory support, mixed waste analytical laboratory support, laboratory verification analyses, spiked samples, in-situ gamma detection systems, mobile laboratories, analytical laboratory methodologies, data explanation, assistance in

monitoring radiation and laboratory contractors, emergency response, and Multi-Agency Radiation Laboratory Analytical Protocols (MARLAP, developed by EPA, DOE, Nuclear Regulatory Commission, and DoD).

**Radiation Protection Division (RPD)**

ORIA-HQ, Washington, D.C. (Specializing Primarily in *Guidance Documents and Dose and Risk Calculations*)

Services include dose and risk calculations particular to Superfund applications, risk modeling, technology assessment, technology transfer, guidance documents for site cleanup, remediation, reuse, recycling, and waste management

**5.2.3 Other EPA Acquisition Resources**

The Office of Acquisition Management (OAM), Superfund/RCRA Regional Procurement Operations Division’s (SRRPOD) has established several acquisition vehicles to further expand response capabilities and support the Agency’s emergency response and removal programs. These contracts and other acquisition resources are available for use by the regions and intended to supplement the Agency’s primary response contracts, START and ERRS. The following provides a brief description of other contracting resources available for use.

*Contracts*

**Airborne Spectral Photo-Imaging of Environmental Contaminants Technology (ASPECT) Contracts**

The Chemical, Biological, Radiological, and Nuclear Consequence Management Advisory Division (CBRN CMAD) currently operates a remote sensing, standoff contaminant detection system under the name of Airborne Spectral Photometric Environmental Collection Technology (ASPECT). This project has the primary mission of remote detection and mapping of radiological releases and chemical vapors, plumes, and clouds. EPA has developed this technology to provide On-Scene Coordinators, first responders and other emergency personnel with detailed plume hazard information at the scene of chemical/radiological substance releases. At present, the ASPECT system is the nation's only continuously ready, operational remote sensing system capable of responding to emergencies.

The contract supporting the ASPECT project provides services to operate the system and process data for contaminant identification, dispersal mapping and transmittal in support of any Federal, State and local government personnel responsible for assessing and mitigating releases. The components of the remote sensing package consist of a high-speed infrared spectrometer, an infrared line scanner and a gamma-ray spectrometer including their electronic control systems. Geo-spatial locating equipment, computers and communication equipment are integrated with the data streams from these sensors for the purpose of processing data into usable formats and rapidly transmitting it to the ground. For additional information regarding this contract, please contact the Office of Acquisition Management’s (OAMs) Emergency Response Service Center.

**Decontamination Analytical and Technical Services (DATS) Contract**

The Decontamination Analytical and Technical Services (DATS) Contract supports the United States Environmental Protection Agency's (USEPA) Chemical, Biological, Radiological, and Nuclear Consequence Management Advisory Division (CBRN CMAD). The contract provides support in the following areas: technical information services, preparedness and response services, and safety and quality assurance. The contract provides scientific and operational support to CBRN CMAD including technical issues surrounding the sampling and analyses associated with subsequent decontamination and disposal of buildings, building contents (including evidence), public infrastructure (including waste/drinking water plants, chemical plants, power plants, subways, etc.), indoor environments, agriculture, and the associated environmental media (air, soil and water) in the aftermath of a Weapons of Mass Destruction (WMD) event or other catastrophic incidents of national significance. The scope of services provided under this contract includes: terrorist events; pre-deploying for special security events; delivering of scientific, engineering, and health and safety field support for decontamination activities at terrorist events or other large scale natural or man-made disaster events; assist in designing and managing mission-driven research and development targeted to enhance the capability to provide Chemical Biological Radiological Nuclear Explosive (CBRNE) agent detection, decontamination response and disposal support services at terrorist events; disseminating new capabilities; enhancing planning and preparedness activities for terrorist events. For additional information regarding this contract, please contact the Office of Acquisition Management's (OAMs) Emergency Response Service Center.

**Environmental Response Training Program (ERTP) Contract**

The Environmental Response Training Program (ERTP) contract is designed to train personnel from federal, state, and local government agencies in techniques and methods for preventing and mitigating chemical releases while protecting the health and safety of response personnel and the public. As part of EPA's comprehensive mandate for protecting the public and the environment from chemical incidents resulting from transportation accidents, releases from industrial operations, deliberate releases and hazards associated with the investigations and cleanup of contaminated sites, this training program was developed to provide courses in safety and technical operations related to hazard identification, evaluation, control and decontamination. For additional information regarding course offerings, please contact the Office of Acquisition Management's (OAMs) Emergency Response Service Center or the Environmental Response Team.

**Portable High-Throughput Integrated Laboratory Identification Systems (PHILIS) Contract**

The Portable High-Throughput Integrated Laboratory Identification Systems (PHILIS) contract provides operation and maintenance support to the Office of Solid Waste and Emergency Response (OSWER) and the Office of Emergency Management (OEM). The Agency owns three diversely located mobile PHILIS units capable of detecting chemical warfare agents (CWAs) and toxic industrial chemicals (TICs). The PHILIS units provide real-time, onsite data to response personnel for the timely and cost-effective mitigation of CWA contaminated sites. The mobile laboratories also provide analysis of toxic industrial chemicals (TICs) in the event of a natural

disaster or accidental release, using state of the art gas chromatography/mass spectrometry (GC/MS) techniques. In addition, these units provide on-site mobile laboratory support for the Environmental Response Laboratory Network (see description below).

**Scientific, Engineering, Response, & Analytical Services (SERAS) Contract (formerly known as REAC)**

The Scientific, Engineering, Response and Analytical Services Contract (SERAS) (*formerly known as the Response, Engineering, Analytical Contract (REAC)*) functions in support of the USEPA's Environmental Response Team Center (ERTC) located in Edison, NJ., Cincinnati, OH., and Las Vegas, NV. SERAS utilizes government-owned equipment and facilities in Edison and Las Vegas to provide technical support to the ERTC in conducting Agency missions.

The SERAS contract provides technical, analytical and information technology support to ERTC in its development and oversight of clean up activities and evaluation of specific sites. Technical services supported under this contract include: analytical laboratory, biological/ecological studies, engineering/remediation studies (treatability/feasibility investigations, technology evaluations, process reviews, and plant inspections), multimedia studies (hydro geological investigations, soil gas surveys, risk assessments, field analytical surveys), health and safety activities, quality assurance programs, information technology programs and other technical support services associated with the implementation of those listed above. For additional information regarding this contract, please contact the Office of Acquisition Management's (OAM) Emergency Response Service Center.

***Blanket Purchase Agreements (BPAs) & Basic Ordering Agreements (BOAs)***

Several non-contractual vehicles known as Blanket Purchase Agreements (BPA) have been established to support the Agency's emergency response and removal program. These BPAs are available for use by all warranted Contracting Officers and warranted On-Scene Coordinators within the limits of their warrant authority. The BPAs offer an expedited procurement process by allowing the buyer to procure goods and services at pre-negotiated competitive prices. Each BPA has a five year period of performance. All BPA files are located at Headquarters in OAM's Superfund/RCRA Regional Procurement Operations Division (SRRPOD).

**Emergency Response (ER) Equipment BPAs**

The Emergency Response (ER) Equipment BPAs were established as a result of lessons-learned during responses to actual incidents. These BPAs are intended to expedite the acquisition process and provide for quick access to certain pieces of equipment critical to support the Agency's response efforts. The equipment under each BPA is consistent with industry standards for ER equipment and provides for uniformity across the EPA regions.

As shown in the table below, there are currently 11 categories of ER Equipment BPAs. There are generally multiple vendors under each category that provide a variety to equipment related to the category. The Emergency Response Technical Group (ERTG) is the group of technical experts responsible for coordinating amongst the regions and updating the ER equipment lists used to establish the BPAs. Each Region has one or two ERTG reps. They meet routinely to discuss

various issues related to the Agency’s ER equipment and have a process in place to determine the equipment needed to further enhance the support capabilities of EPAs ER programs. The BPAs and additional information related to their use can be accessed at the following webpage: <http://www.epa.gov/oamsrpod/ersc/bpa/index.htm>.

### **ER Equipment Categories**

Category 1	<b>ER Responder Health and Safety (PPE)</b>
Category 2	<b>ER Hazmat</b>
Category 3	<b>ER Chemical Agent</b>
Category 5	<b>ER RAD Response</b>
Category 6	<b>ER Air Sampling and Meteorological – Conventional Air Sampling Capability</b>
Category 7	<b>ER Air Sampling and Meteorological</b>
Category 8	<b>ER Advanced Sampling</b>
Category 9	<b>Specialized CT</b>
Category 10	<b>Field Communications</b>
Category 12	<b>Ready Reserve</b>
Category 13	<b>Specialized Equipment</b>

### **Environmental Response Laboratory Network (ERLN) BOAs**

The Environmental Response Laboratory Network (ERLN) BOAs were established to support the Environmental Response Laboratory Network (ERLN) to assist in addressing chemical, biological, and radiological threats during nationally significant incidents. This project is managed by EPA’s Office of Emergency Management and serves as a national network of laboratories that can be accessed as needed to support large scale environmental responses by providing consistent analytical capabilities, capacities, and quality data in a systematic, coordinated response. The ERLN integrates capabilities of existing public sector laboratories with accredited private sector labs to support environmental responses.

Additional information related this program is available at the following webpage: <http://www2.epa.gov/emergency-response/environmental-response-laboratory-network>.

## **5.3 Other Federal Resources**

### **5.3.1 U.S. Coast Guard (USCG)**

The USCG may provide considerable support to EPA OSCs, especially through the three Strike Teams (*see Section 5.1.1 above*). The USCG also has a number of facilities around the country that could be used for command posts and can provide air support for reconnaissance or response. The USCG also maintains Marine Safety Center Salvage Teams. These teams can

assist the OSC in conducting technical analyses and making safety assessment recommendations for marine casualty and salvage operations.

### **Marine Safety Laboratory**

The USCG Marine Safety Laboratory (MSL) in Groton, Connecticut, was formerly named the Central Oil Identification Laboratory (COIL). MSL may provide an assessment of the conclusions in the oil fingerprinting reports submitted by laboratories. MSL has been able to scientifically dispute PRP claims that they were not the source of the oil pollution. MSL has highly qualified chemists that specialize in the multi-method approach to “fingerprinting” oils. The MSL may be reached by calling the number listed on the Important Points of Contact, which can be found at the beginning of this Guide.

### **National Response Center (NRC)**

NRC is the single Federal point of contact for pollution incident reporting. After the NRC receives a report of an incident, it is passed to the appropriate EPA or USCG office. The NRC can also provide OSCs with communications support such as arranging for conference calls and contacting representatives from other Federal agencies and key EPA Headquarters personnel, especially after hours. The NRC can be reached 24 hours a day at (800) 424-8802.

## **5.3.2 Department of Defense**

### **US Army Corps of Engineers (The Corps)**

The Corps can provide a variety of technical expertise in engineering design as well as cost estimating and construction management. These services can usually be provided through IAGs with local district offices. EPA’s Remedial Program often uses the Corps for these types of services. The Corps also can provide specialty services, including extensive ground water modeling capability, for more time critical needs. The Corps services require a fee that is generally based on the total cost of the job. The following summarizes one of the Corps’ programs.

**Rapid Response Program.** The Corps has a program very similar to EPA’s Emergency Response Program that may be used to augment EPA resources when necessary. The Corps of Engineers Rapid Response (RR) Program is available to offer removal and remedial action solutions in a cost effective and time sensitive manner. The technical expertise, contracting capability, and site management expertise of the RR team has proven to be an effective augmentation of EPA OSCs already established capabilities on numerous removal sites throughout the country.

The Corps RR Program was established to provide all Federal agencies time-critical and long-term cleanup expertise, both nationally and internationally. Teams can be on site in 3 to 40 days and can provide a cost-reimbursement contractor, daily cost tracking and reporting, design/build capabilities, and full government oversight throughout the project. The RR Program has been in existence since 1989 and currently has 24 dedicated, trained and experienced staff

members. Staff members also have access to a complete technical staff, including numerous design engineers and environmental scientists.

The Corps RR Program can assist with a number of different types of projects. The following list summarizes some of the typical work that is done within the Program:

- Drum Characterization/ Bulking/ Disposal
- PCB Removals
- On-Site Low Temperature Thermal Desorption of VOCs
- Fast Track Landfill Construction, Capping, and Slope Stabilization
- Passive and Active Contaminated Ground Water/Product Recovery
- Low Level Radioactive Waste/Soil Removal and Disposal
- Onsite Stabilization of Contaminated Soils
- Unexploded Ordnance Remediation, Chemical Warfare Material Remediation
- In-situ Remediation Systems (i.e., reactive barrier systems, soil vapor extraction, etc.)
- Relocation and Real Estate Assistance

The following are some examples of where the Corps RR Program has assisted EPA OSCs.

- Region 4, Methyl Parathion Business Decontamination and Restoration, Pascagoula, MS (FY97)
- Region 5, Methyl Parathion Residential Restoration, Chicago, IL, (FY 97, 98)
- Regions 4, 5, and 6, Residential Relocation Services
- Region 6, Residential Asbestos Abatement/Replacement in Kind, West Bank Asbestos Site, New Orleans, LA (FY 97, 98)
- Region 8, Coal Tar Removal Action from Little Sioux River at Fawick Park, Sioux Falls, SD (FY 97, 98)

### **Low Level Radioactive Waste Disposal Agency**

The Department of Defense also maintains a standing contract for the disposal of low-level radioactive waste. In 1996, DoD created the Low Level Radioactive Waste Disposal (LLRWD) Agency to deal with wastes from all the military programs. EPA has used this agency a number of times, especially in Regions 5 and 8 to assist with disposal of low level radioactive wastes. The LLRWD Agency has administrative and technical support fee schedules based on the level of effort involved in a project and can quickly (less than 30 days) negotiate an IAG with EPA for services.

DoD's LLRWD Agency can provide a complete range of services either through in-house resources or through a wide range of contractors and contracting options. Services include, but are not limited to:

- Characterization & Verification - sampling, monitoring, surveying
- Decontamination & Decommission - buildings, equipment, underground excavations, soil
- Risk Assessments

- Transportation - inspections, packaging, labeling, manifesting, shipping
- Waste Treatment - mixed waste, stabilization, incineration, encapsulation
- Processing and Disposal
- Training

DoD's LLRWD Agency has two standing BOAs with major disposal facilities. These are:

- *Envirocare* of Utah for mixed waste treatment and disposal for qualifying waste from anywhere in the country; and
- *U.S. Ecology* for low-level radioactive waste from Northwest and Rocky Mountain Compact States (Colorado, Nevada, New Mexico, Alaska, Hawaii, Idaho, Montana, Oregon, Utah, Washington and Wyoming) and approved NORM/NARM material from anywhere within the United States.

DoD's LLRWD Agency also has contracts with two regional consolidation facilities which can provide low-level radioactive waste treatment, processing and storage services and a contract for the recycling of tritium compasses. All of these contracts contain an emergency response clause for rapid response. They also have access to a variety of 8(a) contractors and a Qualified Bidders List.

### **U.S. Army Technical Escort Unit (TEU)**

This special unit under the DoD provides worldwide escort, neutralization, disposal and emergency response to chemical and biological munitions, and other hazardous materials. The TEU maintains a 24 hour a day on-call emergency response capability to respond to a chemical/biological incident with personnel trained in chemical, biological and explosive ordinance disposal, reconnaissance, recovery, sampling, mitigation, decontamination, transportation, and perform or recommend final disposition of weaponized and non-weaponized chemical and biological materials and hazards encountered.

The TEU provides emergency response from Aberdeen Proving Grounds, Formerly Utilized Defense Sites, and other environmental cleanup services where chemical warfare materials were tested. The TEU can be accessed through the DoD Director of Military Support (DOMS), which can be found on the Important Points of Contact reference guide that accompanies this Toolbox Guide.

### **5.3.3 Department of Energy**

DOE provides advice and assistance for releases from DOE property (including vessels and facilities). In addition, under the Federal Radiological Emergency Response Plan (FRERP), DOE provides their own OSCs to initiate responses to radiological releases under certain conditions (refer to the FRERP) and also provides advice and assistance to other responding entities for the control of immediate radiological hazards.

### **5.3.4 Department of Commerce/National Oceanic and Atmospheric Administration (NOAA)**

NOAA may provide specialized expertise in variety of scientific areas. NOAA provides the Scientific Support Coordinator (SSC) for the USCG (*see Section 5.1.3 above*) and can provide expertise in spill trajectory modeling; nature, behavior, and fate of oil or hazardous substances under various environmental conditions; identification of areas of special biological importance; assistance in public relations efforts on scientific issues; advice on environmental toxicity and safety precautions for response personnel; liaison with Natural Resource Trustees on Endangered Species Act and other Trustee issues; and recommendations for cleaning and treatment methods for contaminated birds and wildlife. Regional contacts may be obtained by calling the NOAA number listed in the Important Points of Contact included in this Guide.

NOAA also has considerable weather forecasting capabilities and has been used by EPA Region 4 on the LCP time-critical removal site for ecological monitoring and impact evaluation. NOAA can also furnish maps and charts, including tide and circulation information for territorial waters.

### **5.3.5 Department of Agriculture/U.S. Forest Service**

The U.S. Forest Service has access to a considerable cache of communications equipment through the Boise, Idaho, National Interagency Fire Training Center (NIFTC). Communications needs for wildland fires are given priorities in the use of this equipment. Contact names and telephone numbers for accessing these resources may be found in the Important Point of Contact reference guide that accompanies this Toolbox Guide.

### **5.3.6 Department of Interior**

#### **Bureau of Reclamation (Bu/Rec)**

Many hazardous waste sites are located in watershed areas where contamination is reaching both surface and ground water. With many years of experience in water resource management, BuRec may be able to provide uniquely qualified professional cleanup support. Staff are specially trained in all facets of the water and soils sciences, qualified to perform research, investigation, and characterization studies; design engineering; and construction oversight for removal/remediation of hazardous waste sites. Another advantage of BuRec is that they might have an office located near a remote site. Using BuRec in these types of cases may result in significant cost efficiencies.

Although primarily serving the western states, BuRec resources may be used in other areas as well. BuRec Contacts for the major regions may be found in the Important Contacts reference guide that accompanies this Toolbox Guide.

On-staff professionals include:

- Civil, geotechnical, mechanical, and hydrologic engineers

- Ecologists, biologists, geologists, soil scientists, and landscape architects
- Drillers and engineering technicians trained in collecting water and soil samples
- HNU, X-ray Fluorescence (XRF) spectrometry technicians
- Economists
- GIS, AutoCad, and computer specialists
- Contract specialists
- Realty specialists
- Surveyors/GIS technicians
- Machinists and heavy equipment operators
- Technical writers
- Public involvement/relations specialists

Services provided may include:

- Initial site characterization and assessment/recommended plan of action
- Identification of contaminant transport pathways and contaminant modeling
- Drilling and ground water exploration
- Ground water mapping and modeling
- Water and soil sampling plans and programs
- Field analysis of contaminated substances
- Specialized equipment to support sampling and analysis programs
- Public involvement activities throughout the process
- Technical reports including Engineering Evaluation/Cost Analysis and feasibility studies
- Technical research, exploration and testing of new technologies, and cost/benefit analysis of design and construction alternatives
- Surveying
- Engineering designs for removal and remediation and construction oversight and management

Examples of projects conducted:

- Wastewater treatment
- Geosynthetic and natural material liners and caps for repositories
- Sharon Steel Superfund Site, Utah, design and construction oversight (largest geosynthetic cap in the United States)
- Residential remediation
- Mine remediation
- Restoration of areas contaminated with hydrocarbons, battery acids, and other chemicals

### **Fish and Wildlife Service (FWS)**

FWS has scientists trained in evaluating the potential effects of contamination on fish and wildlife. These scientists could potentially assist EPA OSCs in evaluating the ecological risks

posed by contamination from a hazardous waste site. FWS also has expertise and experience in assessing the geographical locations of sensitive habits and endangered species. They may be called upon to provide assistance in situations involving an oil or chemical spill to ensure that critical habitats and resources are protected. FWS also has experience and equipment that may be used for the “hazing” (scaring away) of wildlife from a spill area.

### **5.3.7 Department of Health and Human Services/Public Health Service**

The Public Health Service may provide assistance on human health threat assessment and analysis, and exposure prevention and mitigation through the Agency for Toxic Substances and Disease Registry (ATSDR) and the Centers for Disease Control and Prevention (CDC). Both ATSDR and CDCP have 24-hour emergency response capabilities wherein scientific and technical personnel are available to provide immediate support to the OSC. ATSDR’s 24-hour medical professional may be reached at (800) 447-1544. Assistance from ATSDR may be obtained by simple funds transfers between agencies and does not usually require a formal IAG. A site-specific IAG may be necessary for large-scale, long-term, epidemiological studies. ATSDR’s service should be used for CERCLA sites; while CDC must be used for oil sites.

### **5.3.8 General Services Administration (GSA)**

GSA may be used to obtain office space, furniture, vehicles, or other equipment. They also have a trained contract staff that could assist EPA with site specific contracting for administrative goods and services. In some Regions, GSA has BOAs with vendors for services such as pick-up and disposal of household hazardous waste. As with any assistance from a Federal agency, use of a GSA BOA or GSA contracting services would require an IAG prior to initiating the work.

### **5.3.9 Federal Emergency Management Agency (FEMA)**

FEMA has a considerable inventory of equipment that may be useful to EPA for responses to oil and hazardous substances. FEMA can bring in mobile communications equipment and set up large telephone networks, video conferencing, and major television network feeds. They also have two way radios with repeaters to enable long distance communications at the incident site. Through the American Red Cross, FEMA can also assist with providing temporary shelter, food, and water to displaced citizens and first responders.

### **5.3.10 Department of Justice (DOJ)**

When appropriate, an OSC may have a need for FBI assistance. Whenever an OSC suspects the threat of a terrorist act or an actual terrorist act has been committed, he/she should immediately notify the FBI. Any terrorist act is considered to be a criminal act by the FBI that will require appropriate action. In requesting FBI assistance, the following two options are available to the OSC: (1) notification of the National Response Center via 1(800)424-8802, or notification of the WMD (Weapons of Mass Destruction) Coordinator at the nearest FBI Field Office.

The National Response Center has a standing agreement with the FBI under which it will communicate the request for assistance to the Duty Officer in the Strategic Intelligence Operations Center at FBI Headquarters for action. The FBI, in turn, will evaluate the request for assistance and respond with its own resources.

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## **Appendix 5-A**

### **IAG Memorandum**

### **IAG Form**

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## Example IAG Memorandum



UNITED STATES ENVIRONMENTAL PROTECTION AGENCY  
REGION 5  
77 W. Jackson  
Chicago, IL 60604

**DATE:**

**SUBJECT:** Incident-Specific IAG Between USCG and U.S. EPA  
for the South Central Terminal Site  
Oil Pollution Act Removal Action  
(Site ID # B5D5; CERCLIS ID # ILD 084309210)

**FROM:** William E. Muno  
Director, Superfund Division

**TO:** Francis X. Lyons  
Regional Administrator

### I. PURPOSE

The purpose of this Memorandum is to request your signature on the attached Interagency Agreement (IAG). This IAG will enable the United States Environmental Protection Agency (U.S. EPA) to enter into an agreement with the United States Coast Guard (USCG). This agreement will obligate no more than \$ 747,600 for reimbursable incident specific oil spill removal expenditures. This money will be used for emergency actions, oversight, and cleanup contractor costs.

The Federal Project Number (FPN) for the site is FPN# N99269. The reimbursable account number is HR/05F0XAX/50203D/Z5AX; the recoverable account number is H/05F00AX/50203D/Z5AX.

### II. BACKGROUND

The South Central Terminal (SCT) Site in Pana, Christian County, Illinois, occupies 93 acres of land adjacent to wetlands and an unnamed tributary to Coal, Opossum and Becks Creeks. These Creeks flow into the Kaskaskia River, passing through Carlyle Lake and the Kaskaskia State Fish and Wildlife Area. The Kaskaskia River ultimately enters the Mississippi River at Chester, Illinois.

The SCT Site is an inactive petroleum refinery formerly owned by the South Central Terminal Company. In October 1997, the State of Illinois and South Central Terminal entered into a Partial Consent Order to cleanup the site. In April 1998, Mr. Larry Edwards purchased the property from the South Central Terminal Company, and under the terms of the Consent Order,

accepted the responsibility of complying with the Order. Weekly inspections conducted by representatives of the Illinois Environmental Protection Agency (IEPA) found numerous water, land, and air pollution violations at the SCT site. Petroleum wastes continued to be discharged from leaking tanks and secondary containment structures into the tributary leading to Coal and Opossum Creeks. On December 21, 1998, the State of Illinois found Mr. Edwards in violation of the 1997 Consent Order and entered into an Agreed Preliminary Injunction that required Edwards to ensure the integrity of the storage structures, and to undertake actions to cleanup the improperly stored and disposed of wastes at the site. All tasks were to have been completed within 60 days of entry of the Agreed Order. In March 1999, the State of Illinois subsequently found Edwards in contempt of the Agreed Order, but noted that financial hardship prevented him from compliance with the Order. On June 23, 1999, the Director of the Illinois Environmental Protection signed a Seal Order pursuant to Section 34(b) of the Illinois Environmental Protection Act, barring Mr. Edwards and the general public from entering the site until all threats posed to public health and the environment by oil and hazardous substances are removed from the facility.

On May 16, 1999, The U.S. EPA ERB was contacted by the IEPA and requested to investigate a release of oil and hazardous substances from the SCT site. The IEPA indicated that there were numerous tanks, secondary containment structures, and refining equipment containing oil which had released to the unnamed tributaries leading to Coal and Opossum Creeks. The IEPA stated that the most pressing concern at the site was the release and threat of a continued release to surface water adjacent to the site.

Between July 12-16, 1999, the U.S. EPA conducted a Site Assessment of the SCT facility to document threats to public health or welfare or the environment posed by the presence of oil and hazardous substances. The Site Assessment evaluated these threats pursuant to the authorities of the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA), and the FWPCA, as amended by the OPA. During the course of the assessment several AST's were observed leaking and in various stages of deterioration. Oil contained in pit sumps, surface impoundments, drums, and oil stained soil were also observed. There was also evidence of previous oil discharges into the unnamed tributary leading to Coal and Opossum Creeks from the western surface impoundment.

Samples were collected from the ASTs, oil impacted soil, and surface impoundments. All ASTs were evaluated for condition and an estimated volume of residual product in each tank. Samples were analyzed for volatile and semi-volatile organic compounds (VOCs/SVOCs), total petroleum hydrocarbons (TPH), priority pollutant metals, polychlorinated hydrocarbons (PCBs), and British thermal unit values (Btu). Analytical results have revealed that, while a number of ASTs contain CERCLA hazardous substances, a large number of the ASTs, pits, surface impoundments, and secondary containment structures were found to contain oil as defined under Section 311 of the FWPCA

The U.S. EPA intends to mitigate the release and threat of release of oil and hazardous substances to waters of the United States under Section 311 of the Federal Water Pollution Control Act (FWPCA) and the Oil Pollution Act (OPA) of 1990. The purpose of this action is to prevent and eliminate further discharges to Coal and Opossum Creeks leading to the Kaskaskia and Mississippi Rivers. The Oil Spill Liability Trust Fund (OSLTF) will be accessed for U.S. EPA administrative and oversight costs and cleanup contractor costs. Response activities at the

site are to include: the recovery of oil and oil sludge from tanks, surface impoundments, oil/water separators, secondary containment structures, and pit sumps; and, off-site disposal of all characterized wastes identified and generated during removal activities. The U.S. EPA and Superfund Technical Assistance and Response Team (START) contractor will provide monitoring and oversight of cleanup contractor removal activities.

A formal access agreement was completed between U.S. EPA and the current property owner, however; continued access to perform oil spill response activities will be authorized by IEPA as required under the Seal Order. Mr. Edwards has declined to conduct a removal at the SCT site.

## **COSTS**

U.S. EPA requests that the USCG obligate a total of \$ 747,600 to the U.S. EPA for reimbursable incident specific oil spill removal expenditures to be made during removal activities pursuant to Section 311 of the FWPCA as amended by the Oil Pollution Act of 1990 in accordance with the National Contingency Plan (NCP).

U.S. EPA requests that USCG obligate \$ 660,000 to cover Cleanup Contractor costs during the removal. This cost includes contractor personnel and direct costs.

U.S. EPA requests that USCG obligate \$ 60,000 to cover START contractor oversight costs during the removal. The total includes 1200 hours at a rate of \$50 per hour and 120 days of lodging and per diem at a rate of \$80 per day. These costs will cover the expenses of one START contract person.

U.S. EPA also requests that USCG obligate \$ 78,000 to U.S. EPA for reimbursable incident specific oil spill removal expenditures which will be incurred during the removal. This total includes direct costs associated with 1200 hours and 120 nights of lodging and per diem for a U.S. EPA Region 5 OSC at a cost of \$80 per day (Attachment 1).

These activities will be pursuant to Section 311 of the FWPCA as amended by OPA, Public Act 101-380, and in accordance with the Sections 300.305 and 300.310 of the NCP. The National Pollution Fund Center (NPFC) will confirm all reimbursements following receipt and review of U.S. EPA documentation for each activity. This money will be used for emergency actions and cleanup oversight.

### **Attachments:**

- 1 - Detailed Cost Analysis
- 2 - Cleanup Contractor Costs
- 3 - Contractor Scope of Work

**ATTACHMENT 1**

**DETAILED COST ANALYSIS  
PROJECT CEILING REQUEST**

South Central Terminal Site  
Pana, Illinois

**I. Extramural Costs**

Cleanup Contractor	\$ 600,000
Technical Support Contractor	<u>60,000</u>

**Total Extramural 660,000**

**II. Intramural Costs**

U.S. EPA Reimbursable Labor Costs	\$ 78,000
Travel	<u>9,600</u>

**Total Intramural 87,600**

**TOTAL ESTIMATED PROJECT CEILING 747,600**

**Assumptions**

- 👍 An U.S. EPA OSC and START team member will be on-site during the OPA removal action
- 👍 The OPA phase of the project will be limited to stabilization, transportation and disposal of material contained in tanks and drums.
- 👍 The OPA phase of the project will require 120 on-site working days @ 10 hours/day.

ATTACHMENT 2

CLEANUP CONTRACTOR COSTS  
SOUTH CENTRAL TERMINAL SITE  
Pana, Illinois

CONTRACTOR PERSONNEL	\$ 228,000	
CONTRACTOR TRAVEL		9,000
CONTRACTOR EQUIPMENT	44,400	
MATERIALS/OTHER DIRECT COSTS	198,000	
SAMPLING/ANALYTICAL		600
TRANSPORTATION		36,000
DISPOSAL		<u>84,000</u>
TOTAL CONTRACTOR COST	\$ 600,000	

**ATTACHMENT 3**

**CONTRACTOR SCOPE OF WORK  
SOUTH CENTRAL TERMINAL SITE  
Pana, Illinois**

The Contractor shall, at the discretion of the OSC:

- # Develop and implement a site specific work plan including a proposed time line of activities;
- # Develop and implement a site-specific health and safety plan;
- # Provide site security measures if necessary, which may include, but not limited to, security guard service; repair, replacement, or installation of chain-link fencing; and, window board-up services;
- # Establish support and decontamination facilities;
- # Remove all oil from tanks, ponds, secondary containment structures, sumps, and lagoons. Perform oil/water separation and treatment as necessary;
- # Remove and stabilize all sludge from oil recovery activities, as well as heavy hydrocarbon impacted soil; and
- # Transport and dispose of all oil/sludge and impacted soil wastes at a RCRA-approved disposal facility in accordance with the U.S. EPA Off-Site Rule, 40 CFR ' 300.440.

# IAG Form

United States Environmental Protection Agency Washington, DC 20460  <b>Interagency Agreement/                  Amendment                  Part I - General Information</b>	1. EPA IAG Identification Number RW _____	4. Funding Location by Region 5
	2. Other Agency IAG ID Number (if known)	5. Program Office Abbreviation SE-5J
	3. Type of Action <b>New</b>	
6. Name and Address of EPA Organization  U. S. EPA, REGION V EMERGENCY RESPONSE BRANCH 77 WEST JACKSON BLVD. CHICAGO, IL 60604	7. Name and Address of Other Agency  U.S. DEPARTMENT OF TRANSPORTATION U.S. COAST GUARD, NPFC (cf-1) 4200 WILSON BLVD., SUITE 1000 ARLINGTON, VA 22203-1804	
8. Project Title  Funding of Incident Specific Oil Pollution Act Removal Activities for FPN- at the South Central Terminal Site, Pana, Illinois		
9. EPA Project Officer (Name, Address, Telephone Number)  Gail Nabasny - SE-5J US EPA REGION V PROJECT OFFICER 77 WEST JACKSON BLVD. CHICAGO, IL 60604 (312) 353-1056	10. Other Agency Project Officer (Name, Address, Telephone Number)  Dan Allman, USCG US COAST GUARD, NPFC (cf-1) 4200 WILSON BLVD., SUITE 1000 ARLINGTON, VA 22203 (202) 493-6802	
11. Project Period  08/25/99 TO 08/31/01	12. Budget Period  08/25/99 TO 08/25/01	
13. Scope of Work (Attach additional sheets, as needed)  This IAG obligates no more than \$ 660,000 to the Environmental Protection Agency (EPA) for reimbursable incident specific oil spill removal expenditures made during activities pursuant to Section 311 Federal Water Pollution Control Act (FWPCA), as amended by the Oil Pollution Act of 1990 (OPA), Public Law 101-380, in accordance with the National Contingency Plan (NCP). The National Pollution Funds Center (NPFC) will confirm all reimbursements following receipt and review of EPA documentation. This money will be used for emergency actions, cleanup oversight and cleanup actions for the South Central Terminal Site, located in Pana, Illinois. See USEPA statement of work and cost analysis statement.  EPA GRANTS SPECIALIST FOR THIS IAG IS Sheila Clark (312)353-1418.		
14. Statutory Authority for Both Transfer of funds and Project Activities Section 311(c) of the Federal Water Pollution Control Act (FWPCA) as amended by the Oil Pollution Act (OPA) of 1990.		15. Other Agency Type FEDERAL

Funds	Previous Action	Amount This Action	Amended Total			
16. EPA Amount	\$ 0	\$ 0	\$ 0			
17. EPA In-Kind Amount	\$ 0	\$ 0	\$ 0			
18. Other Agency Amount	\$ 0	\$ 660,000	\$ 660,000			
19. Other Agency In-Kind Amount	\$ 0	\$ 0	\$ 0			
20. Total Project Cost	\$ 0	\$ 660,000	\$ 660,000			
21. Fiscal Information						
Program Element	FY	Appropriation	Doc. Control No.	Account Number	Object Class	Obligation/Deobligation Amt. <b>\$ 660,000</b>

## Part II - Approved Budget

EPA IAG Identification Number  
RW

22. Budget Categories	Itemization of This Action	Itemization of Total Project Estimated Cost to Date
(a) Personnel	\$ 78,000	\$ 78,000
(b) Fringe Benefits	0	0
(c) Travel	\$ 9,600	\$ 9,600
(d) Equipment	\$ 0	\$ 0
(e) Supplies	\$ 0	\$ 0
(f) Procurement/Assistance	\$ 660,000	\$ 660,000
(g) Construction	0	0
(h) Other	\$ 0	\$ 0
(i) Total Direct Charges	\$ 747,600	\$ 747,600
(j) Indirect Costs: Rate 100.00 % Base \$ 0	\$ 0	\$ 0
(k) Total (EPA Share 0.00 %) (Other Agency Share 100.00 %)	\$ 747,600	\$ 747,600

23. Is equipment authorized to be furnished by EPA or leased, purchased, or rented with EPA funds?

(Identify all equipment costing \$1,000 or more)

Yes  No

24. Are any of these funds being used on extramural agreements (See item 22f)

Yes  No

Type of Extramural Agreement

Grant  Cooperative Agreement  Procurement (Includes Small Purchase Order)

Contractor/Recipient Name (if known)	Total Extramural Amount Under This Project \$ 660,000	Percent Funded by EPA (if known) 0.00
--------------------------------------	--	--

## Part III - Funding Methods and billing Instructions

25.

Funds-Out Agreement **(Note: EPA Agency Location Code (ALC) - 68010727)**

Disbursement Agreement  
Request for repayment of actual costs must be itemized on SF 1061 or SF 1060 and submitted to the  
 Repayment Financial Management Center, EPA, Cincinnati, OH 45268:

Monthly  Quarterly  Upon Completion of Work

Advance Only available for use by Federal agencies on working capital fund or with appropriate justification of need for this type of payment method. Unexpended funds at completion of work will be returned to EPA. Quarterly cost reports will be forwarded to the Financial management Center, EPA, Cincinnati, OH 45268.

Allocation-Transfer-Outprior Used to transfer obligational authority or transfer of function between Federal agencies. Must receive approval by the Office of the Comptroller, Budget division, Budget Formulation and Control Branch, EPA Headquarters. Forward appropriate reports to the Financial Reports and Analysis Branch, financial Management Division, PM-226F, EPA, Washington, DC 20460.

26.

Funds-In Agreement  
Reimbursement Agreement  Repayment  
 Allocation Transfer-in  Advance

Other Agency's IAG Identification Number	EPA Program Office Allowance Holder/Responsibility Center Number
Other Agency's Billing Address (Include Agency Location Code or Station Symbol Number) U.S. Coast Guard Finance Center (OG) 1430A Kristina Way Chesapeake, VA 23326	Other Agency's Billing Instructions and Frequency SEE SPECIAL CONDITIONS ITEM 4-F

<b>Part IV - Acceptance Conditions</b>		EPA IAG Identification Number RW _____
27. General Conditions The other agency covenants and agrees that it will expeditiously initiate and complete the project for which funds have been awarded under this agreement.		
28. Special Conditions <i>(Attach additional sheets if needed)</i>  <p style="text-align: center;"><b>THE ATTACHED "PART I - GENERAL" AND "PART II - EPA OSC ALTERNATIVE COST DOCUMENTATION" ARE AN INTEGRAL PART OF THIS AGREEMENT</b></p>		
Part V - Offer and Acceptance		
Note: 1) For Fund-out actions, the agreement/amendment must be signed by the other agency official in duplicate and the one original returned to the Grants Administration division for Headquarters agreements or to the appropriate EPA Regional IAG administration office within 3 calendar weeks after receipt or within any extension of time as may be granted by EPA. The agreement/amendment must be forwarded to the address cited in Item 29 after acceptance signature.  Receipt of a written refusal or failure to return the properly executed document within the prescribed time may result in the withdrawal of the offer by EPA. Any change to the agreement/amendment by the other agency subsequent to the document being signed by the EPA Action Official, which the Action Official determines to materially alter the agreement/amendment, shall void the agreement/amendment.		
2) For Funds-in actions, the other agency will initiate the action and forward two original agreements/amendments to the appropriate EPA program office for signature. The agreements/amendments will then be forwarded to the appropriate EPA IAG administration office for acceptance signature on behalf of the EPA. One original copy will be returned to the other agency after acceptance.		
EPA IAG Administration Office (for administrative assistance)		EPA Program Office (for technical assistance)
29. Organization/Address US ENVIRONMENTAL PROTECTION AGENCY GRANTS SECTION MCG-10J 77 W. JACKSON BLVD. CHICAGO, IL 60604		30. Organization/Address US ENVIRONMENTAL PROTECTION AGENCY EMERGENCY RESPONSE BRANCH 5SE-5J 77 W. JACKSON BLVD. CHICAGO, IL 60604
Certification		
All signers certify that the statements made on this form and all attachments thereto are true, accurate, and complete. Signers acknowledge that any knowingly false or misleading statement may be punishable by fine or imprisonment or both under applicable law.		
Decision Official on Behalf of the Environmental Protection Agency Program Office		
31. Signature	Typed Name and Title WILLIAM E. MUNO, Director SUPERFUND DIVISION	Date
Action Official on behalf of the Environmental Protection Agency		
32. Signature	Typed Name and Title FRANCIS X. LYONS REGIONAL ADMINISTRATOR	Date
Authorizing Official on Behalf of the Other Agency		
33. Signature	Typed Name and Title DARRELL W. NEILY CHIEF FINANCIAL OFFICER	Date

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# **Chapter 6**

## **Region-Specific Information**

## **Chapter 6. Region-Specific Information**

[To be provided by Regions]

### **6.1 Regional Re-delegations of Response Authority**

### **6.2 Task Orders**

### **6.3 Purchase Cards**

### **6.4 Third Party Drafts**

### **6.5 Authorization to Proceed [Basic Ordering Agreement (BOA)]**

### **6.6 Interagency Agreements**

### **6.7 Cooperative Agreements**

### **6.8 START and SATA Contracts**

### **6.9 Treasury Checks**

### **6.10 Simplified Acquisitions**

### **6.11 Site Specific Contracts**

### **6.12 Other Region-Specific Tools**

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# Acronyms

AOA	Advice of Allowance
ASPECT	Airborne Spectral Photo-Imaging of Environmental Contaminants Technology
AST	Atlantic Strike Team
ATP	Authorization to Proceed
ATSDR	Agency for Toxic Substances and Disease Registry
BOA	Basic Ordering Agreement
CBD	Commerce Business Daily
CBRN CMAD	Chemical, Biological, Radiological, and Nuclear Consequence Management Advisory Division
CDC	Center for Disease Control and Prevention
CERCLA	Comprehensive Environmental Response, Compensation, and Liability Act of 1980
CFR	Code of Federal Regulations
CLIN	Contract Line Item Number
CO	Contracting Officer
COI	Conflict of Interest
COR	Contracting Officer's Representative
CN	Commitment Notice
CWA	Clean Water Act
DATS	Decontamination Analytical and Technical Services
DBA	Davis-Bacon Act
DOC	Department of Commerce
DOD	Department of Defense
DOI	Department of Interior
DOJ	Department of Justice
DOT	Department of Transportation
DPA	Delegation of Procurement Authority
DPO	Deputy Project Officer
DRAT	District Response Advisory Team
DWO	Daily Work Order
EAS	EPA Acquisition System
ECS	Electronic Certification System
EE/CA	Engineering Evaluation/Cost Analyses
EPAAG	Environmental Protection Agency Acquisition Guide
EPAAR	EPA Acquisition Regulations
ERLN	Environmental Response Laboratory Network
ERRS	Emergency and Rapid Response Services
ERT	Environmental Response Team
ERTP	Environmental Response Training Program
ETO	Early Termination Option
FAC-COR	Federal Acquisition Certification for Contracting Officer's Representative
FACNET	Federal Acquisition Contract Network
FAITAS	Federal Acquisition Institute Training Application System

FAR	Federal Acquisition Regulations
FCS 1102	Federal Contracting Officer Series 1102
FEMA	Federal Emergency Management Agency
FPC	Federal Project Number
FRERP	Federal Radiological Emergency Response Plan
FWS	Fish and Wildlife Service
G&A	General and Administrative
GC/MS	Gas Chromatography/Mass Spectrometry
GSA	General Services Administration
GST	Gulf Strike Team
GWAC	Government-Wide Agency Contract
HHS	Health and Human Services
IAG	Interagency Agreement
IGCE	Independent Government Cost Estimate
IMPAC	International Merchant Purchase Authorization Card
LGR	Local Governments Reimbursement
MOU	Memorandum of Understanding
NAREL	National Air and Radiation Environmental Laboratory
NCP	National Oil and Hazardous Substances Contingency Plan
NPFC	National Pollution Funds Center
NRC	National Response Center
NRT	National Response Team
NSF	National Strike Force
NSFCC	National Strike Force Coordination Center
NTC	Non-time-critical
NTP	Notice to Proceed
OAM	Office of Acquisition Management
ODC	Other Direct Costs
OEM	Office of Emergency Management
OERR	Office of Emergency Response and Remediation
OPA	Oil Pollution Act of 1990
OFPP	Office of Federal Procurement Policy
OMB	Office of Management and Budget
OPARANs	Oil Pollution Act Regional Account Numbers
OSLTF	Oil Spill Liability Trust Fund
OSC	On-Scene Coordinator
OSLTF	Oil Spill Liability Trust Fund
OSRTI	Office of Superfund Remediation and Technology Innovation
OSWER	Office of Solid Waste and Emergency Response
PA/SI	Preliminary Assessment/Site Inspection
PBSC	Performance Based Services Contract
PIAT	Public Information Assist Team
PIN	Procurement Initiation Notification
PHILIS	Portable High-Throughput Integrated Laboratory Identification Systems
PM	Project or Program Management
PO	Project Officer
PR	Procurement Requisition

PRFA	Pollution Removal Funding Authorization
PST	Pacific Strike Team
PWS	Performance Work Statement
R&IE	Radiation and Indoor Environments
RAC	Response Action Contract
RAF	Remedial Acquisition Framework
RCRA	Resource Conservation and Recovery Act
RCMS	Removal Cost Management System
RERT	Radiological Emergency Response Team
RPD	Radiation Protection Division
RRT	Regional Response Team
RTP	Research Triangle Park
SAM	Site Assessment Manager
SAP	Simplified Acquisition Procedures
SATA	Site Assessment/Technical Assessment
SARA	Superfund Amendments and Reauthorization Act of 1986
SCA	Service Contract Act
SERAS	Scientific, Engineering, Response and Analytical Services
SM	Site Manager
SOW	Statement of Work
SRRPOD	Superfund/RCRA Regional Procurement Operations Division
SSC	Scientific Support Coordinator
START	Superfund Technical Assessment and Response Team
SUPSALV	U.S. Navy Supervisor of Salvage
TDD	Technical Direction Document
TIC	Toxic Industrial Chemical
TM	Task Monitor
TO	Task Order
TPD	Third Party Draft
TSC	Technical Support Centers
USACE	US Army Corps of Engineers
USCG	U.S. Coast Guard
WA	Work Assignment
WMD	Weapons of Mass Destruction

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# Glossary of Terms

**Action Memorandum** – A document developed by OSCs to provide a concise written record of the decision to select a removal action. Some Action Memoranda only require approval at the Regional level, while others also require Headquarters concurrence.

**Advice on Allowance** – The mechanism by which a portion of the Agency=s authorized budget is allocated to a Region.

**Alternate Remedial Contract Strategy (ARCS)** – A contract vehicle used to obtain program management and technical services needed to support non-time-critical removal actions. Also used to support site assessment, remedial planning, and remedial response activities at NPL sites.

**Anti-Deficiency Act** – A public law (31 USC 1341) that requires that, among other things, funding be available prior to obligating Government funds and/or incurring expenditures on behalf of the Federal Government.

**Authorization to Proceed** – A procurement tool issued under a USCG Basic Ordering Agreement by a USCG-designated EPA FCS 1102 CO that directs a vendor to initiate an oil spill response.

**Basic Ordering Agreement (BOA)** – A USCG agreement with a vendor to provide services at pre-negotiated rates in situations where other procurement tools are unavailable or cannot be initiated in a timely manner.

**Blanket Purchase Agreement** – A simplified method of filling anticipated repetitive needs for supplies or services by establishing Acharge accounts@ with qualified sources of supplies.

**Clean Water Act (CWA)** – A law which gave the EPA the authority to set affluent standards on an industry basis (technology-based) and continued the requirements to set water quality standards for all contaminants in surface waters. The CWA makes it unlawful for any person to discharge any pollutant from a point source into navigable waters unless a permit is obtained under the Act.

**Commitment** – The process of reserving funds under a contract for specific goods or services. Examples of commitment documents include a Procurement Request (Form 1900-8) and a Commitment Notice (Form 2550-9).

**Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA)** – A Federal law passed in 1980 and modified in 1986 by the Superfund Amendments and Reauthorization Act (SARA). The Act created ASuperfund@ to finance cleanup of the worst hazardous waste sites and set provisions for conducting emergency and remedial actions in response to hazardous substance releases.

**Concurrence Memorandum** – A document created by Headquarters staff to obtain formal approval for those removal actions that require Headquarters concurrence. A Concurrence Memorandum accompanies every Action Memorandum that is forwarded from the Region to Headquarters for concurrence.

**Confidential Business Information** – Material that contains trade secrets or commercial or financial information that has been claimed as confidential by its source.

**Consistency Waiver** – A document that formally authorizes a Region to perform a removal action that may be inconsistent with the long-term remedial action at a particular site.

**Contract** – A mutually binding legal relationship obligating the seller to furnish the supplies or services (including construction) and the buyer to pay for them. It includes all types of commitments that obligate the Government to an expenditure of appropriated funds and that, except as otherwise authorized, are in writing. In addition to bilateral instruments, contracts include (but are not limited to) awards and notices of awards; job orders or task letters issued under basic ordering agreements; letter contracts; orders, such as purchase orders, under which the contract becomes effective by written acceptance or performance; and bilateral contract modifications. Contracts do not include grants and cooperative agreements covered by 31 U.S.C. 6301, *et seq.*

**Contracting** – Means purchasing, renting, leasing, or otherwise obtaining supplies or services from nonfederal sources. Contracting includes description (but not determination) of supplies and services required, selection and solicitation of sources, preparation and award of contracts, and all phases of contract administration. It does not include making grants or cooperative agreements.

**Contracting Officer (CO)** – A person with the authority to enter into, administer, and/or terminate contracts and make related determinations and findings. The term includes certain authorized representatives of the contracting officer acting within the limits of their authority as delegated by the contracting officer.

**Contracting Officer Representative (COR)** – An authorized representatives of the contracting officer who acts within the limits of their authority as delegated by the contracting officer.

**Daily Work Order (DWO)** – A tool used by EPA to provide technical direction (consistent with the contract SOW) to contractors on a daily basis.

**Delegated Procurement Authority (DPA)** – Authorizes certain OSCs to bind the Government financially for the procurement of essential goods and services to support a Federal response. DPA allows OSCs to enter into contracts and make related determinations and findings subject to the limitations of their warrant.

**Delivery Order (DO)** – An order for supplies or services placed against an established contract or with Government sources.

**Direct Cost** – Costs that are directly identifiable to a specific project, including direct labor, equipment, and materials.

**Direct Labor** – The amount a contractor is paid for a specific labor category.

**Emergency and Rapid Response Services (ERRS)** – A contract vehicle that provides response services for emergency, time critical, and non-time critical removal actions, and early/interim remedial actions involving releases of hazardous substances, oil, and other contaminants or pollutants to the environment. It may also be used to respond to Presidentially-declared disasters.

**Emergency Support Functions (ESFs)** – Functional areas of response activities established to save lives, protect property and public health, and to maintain public safety by facilitating the delivery of Federal assistance during disasters. ESF missions are designed to supplement State and local response efforts.

**Enforcement Support Services (ESS)** – A contract vehicle that provides support to Regional offices during activities to enforce CERCLA and the NCP. Tasks include conducting PRP searches, assisting in field oversight, and compiling the administrative record and cost documentation.

**EPA Acquisition Regulations (EPAAR)** – Building on the Federal Acquisition Regulations, establishes the regulations and requirements for the procurement of goods and services that apply specifically to EPA personnel.

**EPA Acquisition System (EAS)** – A system that contains data that is required and or allowed under the FAR for the business process of acquiring goods and services in support of the EPA's mission. It includes data on planning, solicitation, contract administration and close out of contracts and purchase orders.

**Exemption Request** – A document that secures formal authorization to continue a removal action beyond the temporal or financial limits established in the initial Action Memorandum for that incident.

**FedBizOpps** – The single government wide point-of-entry for federal government procurement opportunities more than \$25,000.

**Federal Acquisition Regulations (FAR)** – Establishes the regulations and requirements for the procurement of goods and services that apply to all executive agencies of the Federal Government.

**Federal Project Number (FPN)** – An identification number assigned by the USCG before funding from the NPFC multi-incident IAG or incident-specific IAGs can be issued.

**Federal Radiological Emergency Response Plan (FRERP)** – A contingency plan that describes the roles and responsibilities of the response agencies to prepare in order to respond to radiological incidents.

**Federal Response Plan (FRP)** – A Federal law that establishes the basis for the provision of Federal assistance to a state and its affected local governments impacted by a catastrophic or significant disaster or emergency which results in a requirement for Federal response assistance. The FRP outlines the planning assumptions, policies, concept of operations, organizational structures and specific assignments of responsibility to the Federal signatories (28 Departments and Agencies) of the FRP, including those of EPA.

**Fee** – Profits companies receive for performing work.

**Government Wide Acquisition Contracts (GWACs)** – Simplified acquisition contracts that the Government can use to procure various supplies and services.

**Independent Government Cost Estimate (IGCE)** – An estimate developed independently by the Federal Government to determine what is considered a fair and reasonable price for stated work requirements. An IGCE is a FAR requirement for any procurement above the simplified acquisition level (currently \$150,000).

**Inter-Agency Agreement (IAG)** – An agreement between two or more agencies to formalize funding for response-related activities.

**Imprest Fund** – A simplified method of acquiring and making payments for supplies or services when deemed appropriate by a CO, where cash payments are determined most advantageous to the Government.

**Local Governments Reimbursement (LGR) Program** – A program maintained by EPA to reimburse local governments or Indian tribes up to \$25,000 for response costs incurred during a single incident.

**Memorandum of Understanding (MOU)** – An agreement delineating the roles, responsibilities, procedures, and policies employed by the Agency and other organizations to clarify, enhance, and expedite activities and obligations.

**Mission Assignment (MA)** – A work order issued to a Federal department or agency by FEMA to undertake specific tasks to supplement state and local response capabilities as defined under the FRP.

**National Oil and Hazardous Substances Pollution Contingency Plan (NCP)** – The Federal regulation that provides guidelines for implementing CERCLA, CWA, and OPA, and authorizes EPA and others to conduct cleanups of oil and hazardous substance releases. The NCP is promulgated at 40 CFR Part 300.

**National Pollution Funds Center (NPFC)** – The center within USCG that administers the Oil Spill Liability Trust Fund (OSLTF) for funding of removal costs and/or damages resulting from discharges of oil.

**Notice to Proceed (NTP)** – An EPA contracting tool that can be used to procure goods and services only in emergency situations.

**Obligation** – The process of making committed funds available to a specific vendor for a specific task. Funds must be committed before that are obligated. The obligation document is the actual signed or modified contract.

**Oil Pollution Act of 1990 (OPA)** – Created to expand upon and strengthen the CWA by ensuring quick, effective responses to oil spills.

**Oil Spill Liability Trust Fund (OSLTF)** – A funding resource established under the Oil Pollution Act of 1990 and managed by USCG=s National Pollution Funds Center (NPFC).

**On-Scene Coordinator (OSC)** – A predesignated Federal official who oversees response activities at oil spills and hazardous substance releases. The OSC ensures that the response is appropriate and timely, while minimizing environmental damage and protecting public health.

**Other Direct Costs** – A subcategory of direct costs, these costs include items such as couriers, copying, travel, lodging, and subcontracted services such as off-site analytical services, transportation, and disposal.

**Performance Based Services Contracting** – A major acquisition reform initiative in all Federal procurements, this methodology for acquiring services focuses on desired mission-related outcomes rather than emphasizing how the work is performed. It also ties payments to the contractor=s ability to achieve the outcomes.

**Pollution Removal Funding Authorization (PRFA)** – A tool used by USCG under the OPA to reimburse other Federal and non-Federal agencies for assistance on an oil spill response.

**Pollution Reports (POLREPs)** – Summary reports that document current response actions and provide an up-to-date accounting of the total funds allocated in an incident. They are written on an as needed@ basis by staff of the Regional Branch Chiefs and Section Chiefs.

**Procurement Requisition (PR)** – A commitment document that reserves funding for specific goods or services.

**Purchase Card** – An acquisition tool that enables Warranted OSCs to purchase, within established terms and conditions, supplies and services needed to support a Federal response.

**Removal Cost Management System (RCMS)** – A data management system developed by the ERT for purposes of, among other things, assisting OSCs to develop independent government cost estimates (IGCEs), particularly for task orders under the ERRS contract.

**Response Action Contracts** – A type of contract that provides professional architect/engineering services to EPA to support response planning and oversight of activities under CERCLA, as amended by SARA.

**Robert T. Stafford Disaster Relief and Emergency Assistance Act (Stafford Act)** – Gives the Federal government authority to respond to disasters and emergencies in order to provide assistance to save lives and protect public health, safety, and property. Among other provisions, the Stafford Act directs the Federal government to develop a national plan for preparing for and responding to catastrophic events.

**Simplified Acquisition Procedures** – A procurement tool for obtaining goods and services up to a specified level (currently \$150,000).

**Site-Specific Contracts** – Contracts that involve a bidding process and are most appropriate for straightforward and uncomplicated removal actions. Site-specific contracts are typically considered for use only in non-emergency situations.

**Statement of Work (SOW)** – A written document that provides the necessary foundation for EPA to obtain supplies and services at a fair and reasonable cost and to receive the best possible product or service on time and within budget.

**Stop Work Order** – Written direction issued by a CO or Warranted OSC to halt all or any part of services ordered under a contract.

**Superfund Technical and Response Team (START)** – A contract vehicle that provides a variety of services through engineering, geological, toxicological, biological, chemical, technical, and administrative and technical support staff.

**Task Monitor (TM)** – A contracting role that may be assumed by an OSC under the START contract.

**Task Order** – An order for supplies or services placed against an established contract or with Government sources.

**Technical Direction Document (TDD)** – The mechanism by which EPA initiates or amends services required under a contract consistent with the SOW.

**Third Party Draft** – An Agency bank draft similar to a check that may be used to acquire goods and services not exceeding \$5,000.

**Treasury Check** – Allows EPA to procure goods or services similar to a Third Party Draft, except there is no dollar limit.

**Warrant Authority** – Provides limited contracting authority to certain OSCs to bind the Government financially for the procurement of essential goods and services to support a Federal response. Warranted OSCs are permitted to enter into contracts and make related determinations and findings subject to the limitations of their warrant.

# Important Points of Contact

## EPA Contacts

### EPA Environmental Response Team (ERT)

ERT duty officer: (908) 321-6660  
 www.ert.org

### EPA Office of Research and Development - Technical Support Centers

#### *Groundwater TSC*

Dave Burden (580) 436-8606  
 Mary Gonsoulin (580) 436-8616

#### *Site Characterization and Monitoring TSC*

Felicia Barnett (404) 562-8659

#### *U.S. EPA National Analytical Radiation Environmental Laboratory*

Ron Fraass (334) 270-3401

#### *Engineering TSC*

John McKernan (513) 569-7415

#### *Superfund TSC*

Teresa Shannon (513) 569-7596  
 Scott Wesselkamper (513) 569-7526

#### *Ecological Risk Assessment Support Center*

Michael Kravitz (513) 569-7740

### Radiological Emergency Response Team

Region 1: Anthony Honnellio (617) 918-1456  
 Region 2: Paul Giardina (212) 637-4010  
 Region 3: Marcos Aquino (215) 814-3422  
 Region 4: Jon Richards (404) 562-8648  
 Region 5: James Mitchell (312) 353-9537  
 Region 6: George Brozowski (214) 665-8541  
 Region 7: Bob Dye (913) 551-7605  
 Region 8: Richard Graham (303) 312-7080  
 Region 9: Mike Bandrowski (415) 947-4194  
 Region 10: Davis Zhen (206) 553-7660  
 Gregg Dempsey (702) 784-8232  
 Scott Faller (702) 784-8282  
 John Griggs (334) 270-3450  
 (NAREL)  
 Vicki Lloyd (334) 270-3467  
 Scott Telofski (334) 270-3412

## Other Federal Contacts

**USCG Marine Safety Laboratory**  
(860) 271-2704

**National Response Center**  
(800) 424-8802  
<http://www.nrc.uscg.mil/Default.aspx>

**National Pollution Funds Center**  
(703) 872-6000  
[www.uscg.mil/hq/npfc/npfc.htm](http://www.uscg.mil/hq/npfc/npfc.htm)

### US Army Corps of Engineers (USACE)

*Rapid Response Program*  
Mr. John Kirschbaum, P.E. (402) 221-7714  
(pager) (888) 761-7639  
[www.usace.army.mil](http://www.usace.army.mil)

### Department of Defense

*Director of Military Support (DoMS)*  
24-hour (703) 697-0218  
Technical Escort (703) 697-1096  
(business hours) (703) 697-4916  
(703) 695-2003

*US Navy Supervisor of Salvage*  
[www.supsalv.org](http://www.supsalv.org)

**National Oceanic and Atmospheric Administration (NOAA)**  
[www.noaa.gov](http://www.noaa.gov)

**U.S. Forest Service**  
[www.fs.fed.us](http://www.fs.fed.us)

**National Interagency Fire Coordination Center (NIFCC)**  
(208) 387-5050 or (208) 387-5512  
<http://www.nifc.gov/nicc/>

### Bureau of Reclamation

*Upper Colorado Region*  
<http://www.usbr.gov/uc/>

*Great Plains Region:*  
<http://www.usbr.gov/gp/>

*Mid-Pacific Region:*  
<http://www.usbr.gov/mp/>

*Lower Colorado Region:*  
<http://www.usbr.gov/lc/>

*Pacific Northwest Region:*  
<http://www.usbr.gov/pn/>

### US Coast Guard - National Strike Teams

Team	EPA Regions Supported	24-Hour Number
Atlantic	I, II (except Caribbean), III, V, VII	(609) 724-0008
Gulf	IV, VI, Caribbean	(251) 441-6601
Pacific	VIII, IX, X	(415) 883-3311
NSFCC	All Regions	(252) 331-6012