

**Performance Work Statement**

**for the**

**Superfund Quality and Sample Support (QSS) Contract**

**December 30, 2021**

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## **SECTION 1: BACKGROUND**

The United States Environmental Protection Agency's (EPA) Office of Land and Emergency Management (OLEM), Office of Superfund Remediation and Technology Innovation (OSRTI), Analytical Services Branch (ASB) manages the Superfund Contract Laboratory Program (CLP). The CLP provides comprehensive analytical and quality assurance support to the EPA Superfund program under the 1980 Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA) and the 1986 Superfund Amendments and Reauthorization Act (SARA). The CLP is a **national** program consisting of EPA personnel, commercial laboratories, and support contractors whose mission is to provide analytical data of known and documented quality. The CLP's environmental analytical laboratory services are performed by contracted laboratories who meet stringent requirements and standards and provide quality analytical results in support of the investigation and cleanup (response and remediation) of hazardous waste sites under the Superfund program. To learn more about the Superfund CLP, visit <https://www.epa.gov/clp>.

The purpose of the Quality and Sample Support (QSS) Contract is to provide program support and infrastructure through the application of professional, administrative, technical, scientific, analytical chemistry, quality assurance, and information technology services to the Analytical Services Branch (ASB). The QSS Contractor shall provide **centralized** production processes, and serve as a logistical, technical, systems, and process interface with ASB, EPA regional personnel, contracted laboratories, and other EPA programs.

The Contractor shall support all task areas described herein, including but not limited to, sample scheduling, information technology solutions, method support/evaluation, guidance development, data review and assessment, quality assurance, cost recovery, litigation support, invoicing support, and other support in accordance with ASB-approved Standard Operating Procedures (SOP) and ASB technical direction. The Contractor must be flexible and able to respond quickly to customer's needs; manage numerous concurrent activities with changing conditions; and provide daily communication, reporting, and problem resolution. Managing change is an important component of ASB's work. Responding to changes in laboratory contract requirements, improvement in procedures, and technological advancements is critical in successful contractor performance.

The Contractor shall support ASB and its Superfund customers (i.e. EPA regional personnel and other EPA programs) with CLP scheduling, tracking, and reporting of environmental samples from project inception through data receipt; inspecting and assessing CLP laboratory deliverables to ensure data submitted by the CLP laboratories are technically and contractually complete and compliant; provide cost recovery support; perform management reporting and records support activities (i.e., maintaining, tracking, and archiving current and historical information, data and program records) in accordance with Agency policy and procedure; operate, maintain, modernize, enhance, test, and upgrade the Contract Laboratory Program Support System (CLPSS) and provide related infrastructure support; and provide accurate Sample Delivery Group (SDG) invoice calculations in compliance with Federal Acquisition Regulation (FAR) 52.232-25 for Prompt Payment. The Contractor shall provide this support in accordance with Sections 3.1-3.6.

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Due to the unique nature of CLP services and processes, ASB may permit non-Superfund EPA customers (i.e., buy-in customers) to obtain environmental analytical and other support services through this contract. The Contractor shall support these customers as directed by ASB. If ASB approves a buy-in customer, the Contractor shall track these costs separately and schedule samples against specific contract laboratory task orders (TOs) provided by ASB (e.g., Office of Brownfields and Land Revitalization (OBLR)).

In addition, the Contractor shall provide quality assurance technical support (QATS) to ensure that analytical data generated through the CLP meet the quality requirements of EPA's Quality Policy CIO 2105.0, "*Specifications and Guidelines for Quality Systems for Environmental Data Collection and Environmental Technology Programs*" and meet the Superfund Program's goal of providing data of documented quality. QATS provides support to CLP's quality system through the following activities: Proficiency Testing, Data Package and Electronic Media Audits, On-Site Laboratory Audits, and Data Verification/Validation. These services assist with monitoring laboratory performance and ensure that data produced are of known and documented quality. The Contractor shall provide this support in accordance with Section 3.7 (Quality Assurance Technical Support).

Finally, the Contractor shall assist with providing analytical services through subcontracting mechanisms for other analytical methods not currently offered under the CLP. These analytical services may include, but are not limited to, Per- and polyfluoroalkyl substances (PFAS), Asbestos, Volatiles in Air, Herbicides, Gas/Diesel Range Organics, and Incremental Sampling Method, and In Vitro Bioaccessibility. The Contractor shall provide this support in accordance with Section 3.8 (Other Analytical Methods Support).

## **SECTION 2: GENERAL REQUIREMENTS**

### **2.1 CONTRACTOR FACILITIES**

The Contractor is not required to furnish dedicated facilities to perform this contract; however, all facilities (including corporate address, any individual remote offices, and IT facilities) used in performance of this contract shall be identified and located in the United States. The Contractor must store on-site records (e.g., reference material used for cost recovery) in a safe and non-damaging facility.

The Contractor shall furnish all facilities, equipment, supplies, hardware, and software, from its own inventory, required for performing all Performance Work Statement (PWS) Task Areas, including, but not limited to furniture, personal computers/laptops, and computer software. Any equipment for administrative purposes is considered general purpose and will not be supplied by the Government either as additional Government Furnished Equipment or as Contractor Acquired Property. However, acquisition of new equipment/software for new technologies may be approved by ASB, if deemed it necessary.

## **2.2 CONTRACTOR PERSONNEL**

### **2.2.1 KEY PERSONNEL**

The Contractor shall provide qualified professional and technical personnel as necessary, including the identification of an appropriate team structure, to perform all PWS requirements. The Contractor shall provide qualified professional, technical, scientific personnel as necessary for contract performance. All designated key personnel shall be on the contract for no fewer than twelve (12) consecutive months. Key personnel include the QSS Program Manager (PM), Quality Assurance (QA) Officer (QAO), and Senior Information Security Officer (SISO).

### **2.2.2 BACKGROUND/SECURITY CLEARANCES**

In performing this contract, background checks may be required for contractor employees working with EPA systems with more than read-only access. Contractor employee background checks and/or security clearances may also be required for other specific contract tasks. The Contractor may be required to have access to material classified up to and including secret and may be required to have a facilities security clearance for handling and storage of classified material. Contractor background checks are a continuing requirement under Federal Information Security Management Act (FISMA) <http://csrc.nist.gov/drivers/documents/FISMA-final.pdf> and additional requirements may be specified with the implementation of Homeland Security Presidential Directive 12 (HSPD-12) [http://www.dhs.gov/xabout/laws/gc\\_121616624097.shtm](http://www.dhs.gov/xabout/laws/gc_121616624097.shtm). Security clearances and secure facilities may also be required in support of response to Nationally Significant Incidents.

The Contractor shall ensure that Contractor personnel with significant information security responsibilities complete specialized information security training based on the requirements defined in the EPA role-based training (RBT) program. The objective of the information security role-based training is to develop an EPA information security workforce with a common understanding of the concepts, principles, and applications of information security to ensure the confidentiality, integrity and availability of EPA's information and information systems. The Contractor shall report training completed to ensure competencies are addressed. The Contractor shall ensure employee training hours are satisfied in accordance with EPA security and privacy training standards.

## **2.3 CONTRACTOR QUALITY ASSURANCE**

The Contractor shall provide documentation of its quality system that describes the policies and procedures for ensuring that work processes, products, or services satisfy stated expectations or specifications of the contract. This process includes documentation such as Quality Management Plan (QMP), Quality Assurance Project Plans (QAPPs), and Standard Operating Procedures (SOPs). For additional information visit <https://www.epa.gov/quality>.

The Contractor shall, at a minimum, adhere to the EPA-approved Quality requirements listed in the contract. The Contractor's quality system documentation shall meet the requirements of the

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American National Standards Institute (ANSI), *Specifications and Guidelines for Quality Systems for Environmental Data Collection and Environmental Technology Programs* (ASQ/ANSI E4) and the U.S. EPA *Requirements for Quality Management Plans* (EPA QA/R-2) and *Requirements for Quality Assurance Project Plans* (EPA QA/R-5) documents. The QMP and QAPP are subject to review and approval by the EPA and reviewed and updated annually. The quality system documentation will be modified, as needed, during contract performance.

### **2.3.1 CAPABILITY MATURITY MODEL INTEGRATION (CMMI)**

The Contractor shall support the migration, maintenance, and enhancement of QSS systems located on government and/or contractor infrastructure, as directed by the EPA. System and software updates are required to adapt to improvements in processes/procedures and advancements. The Contractor shall maintain, at a minimum, Capability Maturity Model Integrated (CMMI) Level 3 certification (or similar) and all major system enhancements and modifications shall comply with Agency system architecture specifications. The Contractor shall ensure its organization maintains a Standard CMMI Appraisal Method for Process Improvement (SCAMPI) Class A appraisal (or similar) which identifies the organizations strengths and weaknesses of its current processes.

### **2.3.2 STANDARD OPERATING PROCEDURES (SOPs)**

The Standard Operating Procedures (SOPs) are a set of written instructions that document a routine or repetitive activity followed by an organization. The development and use of SOPs are integral to a successful quality system as it provides individuals with the information to perform a job properly and facilitates consistency in the quality and integrity of a product or end-result.

The Contractor shall write and implement a complete set of SOPs which itemize steps to complete critical/major primary tasks and sub-tasks. The Contractor shall submit these SOPs within 30 business days following the effective date of contract for ASB review and approval. All SOPs developed under or used for this contract must be approved by ASB prior to implementation.

The SOPs shall include chain-of-custody procedures used in conjunction with receipt and maintenance of documentation and/or deliverables. If revisions are necessary, the contractor shall provide a revised copy of the SOP within seven business days to ASB. During contract performance, SOPs shall be updated within thirty business days of either notification that CLP laboratory contracts have been awarded or modified; or when internal QSS procedural modifications have occurred; or when ASB identifies changes within the CLP and/or other Program Office mission changes that will affect QSS processes. Any SOP additions or changes shall be clearly identified when submitted to the ASB Contract-Level Contracting Officer Representative (Contract-Level COR), TO COR, ASB QA Coordinator, and CO. Additional SOPs may be required, or existing SOPs archived or combined during the life of the QSS contract. All SOPs shall be maintained for immediate review by ASB upon request. SOPs become an operational extension of the QSS PWS.

## **2.4 CLP STATEMENTS OF WORK (SOWs) & NATIONAL FUNCTIONAL GUIDELINES (NFGs)**

The CLP Statements of Work (SOWs) for the CLP laboratory contracts and the National Functional Guidelines (NFGs) referenced by the Regions serve as the basis for many of the performance specifications provided in the PWS. The SOWs are published at: <https://www.epa.gov/clp/superfund-clp-analytical-statements-work-sows>.

The NFGs are published at: <https://www.epa.gov/clp/superfund-clp-national-functional-guidelines-nfgs-data-review>.

Please note: any reference to “Sample Management Office” or “SMO” in the CLP SOWs/contracts is hereby referred to as the QSS contractor or “QSS.” Current CLP SOWs and contracts may be changed, or new ones added during the QSS contract with the QSS contractor being fully informed as the modification/addition process is initiated and completed.

## **2.5 CONTRACTOR PERFORMANCE STANDARDS (PS)**

The Contractor shall perform all task areas specified in the PWS in accordance with the QSS Performance Standards (PS). Work is initiated only by the issuance of Task Orders (TOs) approved by the EPA Contracting Officer (CO). Performance on the QSS contract is evaluated against the task areas listed in the QSS PWS, Performance Standards (PS), SOPs, and the specific TOs.

The Performance Standards for each Task Area are provided in **Table 1. QSS Performance Standards** (Performance Requirements, Quality Performance Criteria, Acceptable Quality Levels, and Method of Surveillance). The QSS PS provides a description of each routine performance indicator, the applicable performance standards, and acceptance criteria. The ASB Contract-Level COR will monitor the Contractor’s performance using the Performance Standards and document annual performance in the federal government’s Contractor Performance Assessment Reporting System (CPARS).

## **SECTION 3: TASK AREA REQUIREMENTS**

The QSS Performance Work Statement (PWS) requirements are performance based, focusing on ASB’s desired results and outcomes. The Contractor, with ASB approval, shall be responsible for determining the most effective means by which these requirements will be fulfilled. In fulfilling PWS requirements, the Contractor shall design efficient and innovative processes and solutions to deliver the required services in a manner that best meets ASB’s performance objectives.

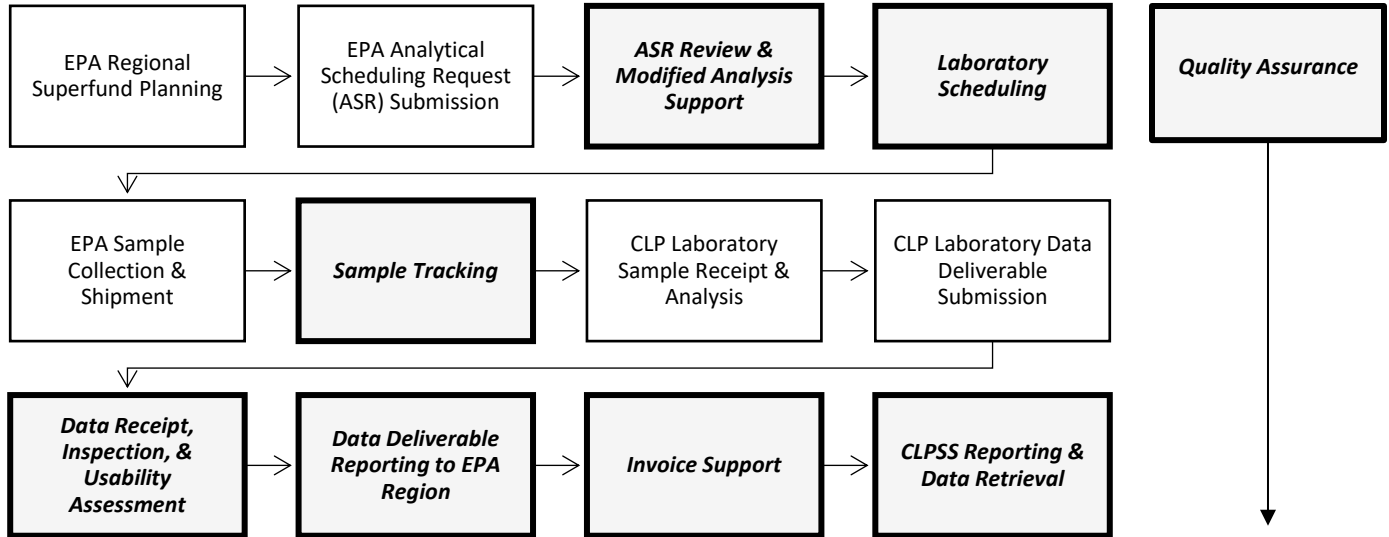
The PWS features eight (8) Task Areas under the contract which includes Sample Management Operations (SMO); Sample Scheduling and Tracking (SST); Data Assessment Support (DAS); Sample Invoice Processing (SIP); Superfund Enforcement Support (SES); CLPSS Infrastructure Support (CIS); Quality Assurance Technical Support (QATS); and Other Analytical Methods Support (OAMS). The PWS Task Areas are highly interdependent and systematized in



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functionality (e.g., analytical, financial and performance data is entered into CLPSS, reports are generated, and information is extracted from CLPSS to support all task area activities). CLPSS is an enterprise system, consisting of multiple applications and an Oracle database. The Contractor shall utilize information from CLPSS in fulfilling the PWS requirements.

The following figure illustrates the general CLP activities relative to a sample processed through the program. The ***bold/italicized*** activities are completed in CLPSS by the QSS Contractor.



The Contractor shall perform the following Task Areas:

**3.1 SAMPLE MANAGEMENT OPERATIONS (SMO)**

The Contractor shall be the central point of contact for all QSS communications; administrative reporting and technical support; records management support; training and conference support; EPA compatibility and conformance requirements; and purchasing support associated with all activities under this contract.

The Contractor shall support the following sub-tasks:

**3.1.1 COMMUNICATIONS**

The Contractor shall maintain all QSS communications under this contract. The Contractor shall track and document all communication and correspondence between ASB, EPA Regions, the Office of Acquisition Solutions (OAS), Office of Chief Financial Office (OCFO), contracted laboratories (i.e., CLP laboratories and QSS-provided laboratories (Section 3.8), sampling contractors, and other EPA programs, by utilizing the Records of Communication (ROCs) application. This sub-task also includes requirements for interactions, daily operations, representation, and communicating with buy-in customers.

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### **INTERACTIONS**

The Contractor shall interact with ASB and its customers, other EPA offices (e.g., OCFO, Office of General Counsel (OGC), Offices of Regional Counsel (ORC), and Office of Inspector General (OIG)), other government agencies (e.g., Department of Justice (DOJ), CLP laboratories, QSS-provided laboratories (Section 3.8), software vendors, and EPA's field and sampling contractors. Such interaction is for the purpose of communicating information, training, coordinating activities, quality assurance support, as approved by the Contract-Level COR or TO COR, in association with specific PWS task areas.

The Contractor shall not provide direct or inferred technical direction of ASB, other EPA employees and other contractors. The Contractor shall effectively communicate information in the appropriate context to meet ASB and its customer's needs. The Contractor shall provide customer service based on a well-researched understanding of ASB's needs and familiarity with ASB operations and the CLP. All questions requiring interpretation or clarification of the CLP SOWs (Section 2.4) or programmatic issues shall be directed to ASB. The Contractor shall have the capability to interact remotely with ASB as directed.

### **DAILY OPERATIONS**

The Contractor shall support all PWS Task Areas Monday to Friday from 8:00AM to 5:00PM Eastern Time (ET), or as directed by ASB. Flexible schedules are acceptable. In addition, the Contractor shall provide CLPSS IT Helpdesk support from 8:00AM – 8:00PM ET. The Contractor shall provide daily updates or responses to questions (e.g., verbal, email) from the Contract-Level COR, TO CORs, and ASB Branch Chief concerning progress, performance, fact finding, and issues related to PWS Task Areas, as requested by ASB. The QSS Program Manager (PM), or designee, shall check email on weekends to ensure there are no system or laboratory related issues which require immediate attention, and respond as necessary. Non-urgent issues shall be addressed the next business day.

### **RECORDS OF COMMUNICATION (ROCs)**

Records of Communication detail the Contractor's communications with CLP partners. The Contractor shall track, document, maintain, and report a record of all communication, correspondence, and interactions between the QSS Contractor, ASB, EPA regional personnel and other ASB customers, contracted laboratories, sampling contractors, other EPA programs and government agencies, and OAS in performing the PWS task areas. The Contractor shall record and distribute copies of all communications with the laboratories and make an electronic copy of the ROC available in CLPSS within three business days of contact with the customer. The Contractor shall maintain and update the ROC application in CLPSS. The Contractor shall distribute a copy of the ROC to the EPA customer upon request. The ROCs must be organized in CLPSS by task area, e.g., SMO, SST, DAS, SIP and SES. The Contractor shall include the ASB IT Administrator on all CLPSS and IT-related communication and correspondence.

**REPRESENTATION**

Signs at the QSS facility, if designated, shall reference EPA association with the addition of a notation: “Under contract to the EPA” or a similar notification. Letterhead and signatures used in the daily conduct of business will clearly identify the name of the contractor and if the EPA is mentioned, it shall be used only in an “under contract to the EPA” context.

In addition, the Contractor shall include the EPA logo on the front cover of all communication products prepared under this task area, as directed by ASB. The COR may be required to obtain additional Agency approval to publish new (or significantly revised) content on the Superfund CLP website during contract performance. The Contractor shall refer to the EPA Stylebook and EPA web guide for more information (<https://www.epa.gov/stylebook/epa-communication-product-standards-stylebook>; <https://www.epa.gov/web-policies-and-procedures>).

**BUY-IN CUSTOMERS**

The Contractor shall support other EPA programs as directed by ASB. If ASB approves a buy-in customer for analytical, QATS, or QSS projects, the Contractor shall track these costs separately. All samples shall be scheduled against specific contract laboratory task orders provided by ASB. The Contractor is responsible for ensuring that buy-in customer requests meet the scope of the contract and utilize an existing CLPSS application prior to performance. All QSS activities and deliverables must meet the scope of this contract and are subject to ASB review. In general, Information Technology (IT) services (e.g., database development, management, operation, update, enhancement, and testing) are not a supported buy-in activity. All QSS deliverables under this contract are the intellectual property of and owned by ASB and are designated for ASB’s exclusive use. Note: Buy-in deliverables are primarily for other EPA program use.

**3.1.2 ADMINISTRATIVE SUPPORT**

The Contractor shall manage all QSS reporting, editorial support, and records support under this contract and is responsible for the overall facilitation of efficient reporting of all data to customers.

**REPORTING**

Administrative reporting includes three functional categories: Guidance/Information Documents, Routine Reporting, and Ad Hoc Reporting. All reporting must be accurate, clear, concise, timely, and meet the demands of a national program and its future needs.

**Guidance/Information Documents**

Documents that provide recipients with administrative, procedural, and logistical information about CLP/QSS procedures, characteristics and historic information about the CLP, functions and capabilities of the CLP, SMO/CLP processes, points of contact, etc. The Contractor shall maintain and update distribution lists, analytical and program fact sheets, document meeting findings/action items, and maintain and update ASB information and guidance documents.

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Routine Reporting

Standard reports with a defined format, content, frequency, distribution date, and recipients (e.g., ASB including Branch Chief, Regions, CLP laboratories, etc.) are routine. Routine reports may consist of, but not limited to, technical information, management information (e.g., activities performed, issues, and status) financial reports, accomplishments reports, and the Analytical Services Reporting Center (ASRC) reports. The ASRC reports commonly referred to as the Business Intelligence (BI) Tool reports, while generated on an as needed basis in CLPSS by the CLPSS user have a specific format and content (e.g., scheduling activities, deliverable status, laboratory performance, and laboratory contract performance). The Contractor shall format all ASRC reports prior to distribution.

Ad Hoc Reporting

The data captured under the QSS contract is used by EPA for workload management, decision making, and to support investigations and litigation cases. Therefore, all reports needed under the QSS contract cannot be set forth as routine reporting. Non-routine reporting activities are prepared based on the instructions and direction in a Technical Direction Document (TDD).

To equitably provide for Ad Hoc Reporting under the contract/task order, the date a report is due to the requestor shall follow a Tier structure and is determined based on a combination of complexity and government need. The Deliverable Due Date is considered the required date; however, the COR may identify a “desired” date by technical direction.

Ad Hoc Reporting Tier Structure

<b>Tier</b>	<b>Deliverable Due Date</b>	<b>Determination Criteria</b>
1	Within 1 business day after receipt of TDD.	Copies of existing documents and reports, not requiring archived warehouse or FRC data.
2	Within 3 business days after receipt of TDD.	Tasks requiring no analysis.
3	Within 7 business days after receipt of TDD.	Tasks requiring minimal analysis.
4	Within 10 business days after receipt of TDD.	Tasks requiring research and analysis.
5	Within 15 business days after receipt of TDD.	Tasks requiring archived data. Turnaround time begins once archived data is received
6	Within 30 business days after receipt of TDD.	Tasks requiring the collection of information from multiple sources.
7	As specified in TDD.	Tasks requiring the collection of information from multiple sources.

If the due date established falls on a weekend or holiday, the report shall be provided the first Government workday following the due date. If the Contractor is unable to meet the desired or required delivery schedule, the Contractor will notify the requestor and the Contracting Officer (CO) in writing (email acceptable).

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The Contractor shall perform the following:

1. Provide programmatic support by delivering information in the form of guidance/information documents, routine reports, and ad hoc reports associated with all aspects of PWS Task Areas, as directed.
2. Provide, update, and report programmatic information (e.g., program expenditure, utilization, analysis, information, trends in CLP data, QSS general activities, etc.) in a variety of deliverable formats ranging from statistical reports, graphical presentations, narrative form, and may require to be Internet compatible.

### **EDITORIAL SUPPORT**

The Contractor shall provide editorial support to ASB for the evaluation, development, preparation, revision and publishing of new and existing program and analytical services documentation (e.g., CLP analytical statements of work (SOWs), National Functional Guidelines (NFGs), CLP Sampler's Guide, analytical protocols, etc.). Support includes, but is not limited to, requirements gathering; data collection; technical evaluation of documents; document creation, development, and revision; publishing; and delivery of final draft to ASB. ASB will provide technical direction as required.

The Contractor shall perform the following:

1. Provide editorial support by delivering information in the form of routine and ad hoc management reports associated with all aspects of the delivery of ASB analytical services.
2. Assist ASB in requirements gathering and documentation development, update, publishing, and distribution of informational documents (e.g., fact sheets, brochures, presentations, briefings) and guidance documents (e.g., Sampler's Guide, National Functional Guidelines for data validation for Superfund Analytical Methods, High Resolution Superfund Methods).
3. Provide editorial support for the development, preparation, and revision of analytical services solicitation documents for Section 3.8 (Other Analytical Methods Support), and for the review and comment of CLP analytical services solicitation documents as requested by ASB.
4. Recommend CLPSS modifications as necessary to accommodate any changes to QSS procedures in response to ASB program, documentation, and process changes. Note: System changes shall be recommended to and performed under Section 3.6 (CLPSS Infrastructure Support (CIS)).

### **RECORDS SUPPORT**

The Contractor shall provide QSS records support for all Task Area activities with retrieval and distribution of CLP records. The Contractor shall provide records support for all electronic information/data and electronic records, as well as hard copy records at the Federal Records Center (FRC) in accordance with the Federal Records Act (FRA) (44 U.S.C. 31), EPA records management policies and guidance, and other applicable statutes. The FRA requires the Contractor

## **SOURCE SELECTION SENSITIVE INFORMATION – SEE FAR 3.104**

to make and preserve records which document the organization, functions, policies, decisions, procedures, and essential transactions of the Agency. In addition, federal regulations provide that these records must be properly stored and preserved, available for retrieval, and subject to appropriate approved disposition schedules. All records are subject to the Freedom of Information Act (FOIA).

The Contractor is responsible for maintaining, tracking, and archiving current and historical information, analytical and financial data and program records generated as a result of program operations under the current QSS and previous Superfund CLP contracts (i.e., Superfund Sample Management Office, Quality Assurance Technical Support, and analytical contracts). All data (current and historical) including but not limited to, data packages, SEDD files, electronic media files, data package and on-site laboratory audit reports, data validation reports, and Performance Evaluation Sample documents are considered records and therefore subject to the laws and disposition schedules of the Federal Government and the Agency. Historical hard copy records stored at the FRC total approximately 30,000+ boxes. QSS shall store and access approximately 20 boxes of reference material used for cost recovery purposes. QSS shall store and access approximately 100 boxes of historical QATS-related documents.

The Contractor shall perform the following:

1. Develop and maintain processes to generate, gather, organize, and use electronic data and information systems to the maximum extent possible to ensure that EPA records are readily available and useable (e.g., PDF format, cloud, or other digital format), support a remote workforce, and reflect streamlined ASB business processes. Records shall be created and maintained in a digital format that meets Agency needs and National Archives and Records Administration (NARA) preservation requirements.
2. Maintain records and files generated or utilized in support of all tasks under this contract PWS, including, but not limited to data packages, Staged Electronic Data Deliverables (SEDD) files, and electronic media files.
3. Maintain records and files generated or utilized in support of an Office of Inspector General's (OIG) investigation including, but not limited to, data packages, SEDD files, and electronic media files.
4. Identify a record as either: Active (a record necessary to conduct the current business of an office); Semi-Active (records referred to infrequently and therefore are typically stored away from the work area); and Inactive (records no longer needed on a day-to-day basis but may be required for administrative, legal, or historical reasons).
5. Provide records support to retrieve and access historical hard copy records, electronic data and information, and electronic records generated under current and previous Sample Management Office contracts. This includes the development, tracking, digitizing, and archiving of comprehensive project level files. These files are prepared for final disposition and/or archived in accordance with EPA policy.

## **SOURCE SELECTION SENSITIVE INFORMATION – SEE FAR 3.104**

6. Implement a procedure for maintaining in-use records and preparing, locating, retrieving, and returning records stored at the FRC. Modify procedures to reflect any changes by ASB, Agency Records Management Officer or the NARA.
7. Provide support (e.g., CLP database searches for box retrievals, photocopying/scanning of archived data, tracking records destruction) to ASB and/or OLEM Records Management Program.

More information on records support is available at the following websites (websites subject to change): <https://www.epa.gov/records>, <http://www.archives.gov/frc>, <http://www.archives.gov/records-mgmt>.

### **3.1.3 TRAINING AND CONFERENCE SUPPORT**

The Contractor shall provide QSS-related training and conference support. The Contractor shall coordinate and provide training on CLP and QSS processes, quality assurance tools, CLPSS and its applications, analytical services, data validation, and other topics to the EPA or other audiences, as directed by ASB. Training and conference support includes but is not limited to, logistics support (e.g., electronic registration, in-person or virtual meeting location, day of support, etc.); presentation support (e.g., in-person, webinar); training material preparation (e.g., agenda, presentations, training, and conference documents, etc.); and conduct the training for ASB and its customers. Travel may be necessary and must be approved in writing in advance by the COR.

The Contractor shall perform the following:

1. Provide training by the respective task area based upon the training description provided in the TDD.
2. Provide conference support to ASB and its customers. Attend meetings and conferences, and provide planning, logistical and technical support and provide meeting planning and support activities.

### **3.1.4 EPA COMPATIBILITY AND CONFORMANCE REQUIREMENTS**

The Contractor shall maintain QSS IT conformance and compatibility with EPA systems, policies, and formats. All QSS deliverables shall be evaluated on degree of compatibility with formats, mechanisms and/or systems and conformance to policies and standards in place or approved by the EPA. These include reporting, procedural, security, network, mechanical, data collection and archiving approaches. For more information, see *EPA's Information Directives* (<https://www.epa.gov/irmpoli8>), *Information Resources Management Policy Manual* (CIO Policy 2100.0) and *System Life Cycle Management Policy* (CIO Policy 2121.0). The EPA retains all data property rights and software rights and licenses, procured and developed under this contract (i.e., no contractor copyrighting).

The Contractor shall perform the following:

1. Support the migration, maintenance, and enhancement of CLPSS located on government and/or contractor infrastructure, as directed by the EPA. System and software updates are

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required to adapt to improvements in processes/procedures and advancements. The Contractor shall maintain, at a minimum, Capability Maturity Model Integrated (CMMI) Level 3 certification (or similar) and all major system enhancements and modifications shall comply with Agency system architecture specifications.

2. Develop and maintain a software change control procedure that allows each software change request to be documented. Also see the following web links: <http://cfint.rtpnc.epa.gov/otop/index.cfm> and [http://www.epa.gov/quality1/qa\\_docs.html](http://www.epa.gov/quality1/qa_docs.html) for additional requirements.
3. Maintain all electronic systems, design new reports and utilities, and solve data problems and discrepancies, and archive data required under the contract. The Contractor shall provide all needed hardware to maintain a functional infrastructure for the data.
4. Provide support to all functional areas regarding Agency data and the software systems that store, move, and manipulate the data. The Contractor shall maintain data integrity at all times during contract performance, and use the CLPSS applications to manage, maintain, and report the CLP data.

### **3.1.5 PURCHASING SUPPORT**

The Contractor shall provide all purchasing support under this contract. The Contractor shall provide a consistent, efficient purchasing process as approved by ASB; order items; track purchases and maintain purchase records; and report all activity to ASB. The Contractor shall obtain items from an authorized commercial source.

Purchasing support includes, but is not limited to, Proficiency Testing samples (or Performance Evaluation Samples), instrument software, CLPSS software/licenses, as well as user licenses for CLPSS access, and other purchases.

#### **PROFICIENCY TESTING SAMPLES**

Proficiency Testing (PT) samples are samples of known analytes and known concentrations distributed to the CLP laboratories and QSS-provided laboratories as unknowns. PTs are used as a quality assurance tool for monitoring laboratory capability and performance for all analytical methods in the CLP SOWs, as well as being used in the validation of individual data sets. The Regions will request PT samples to accompany Case/SDG field samples and ASB will request PT samples for distribution to program laboratories as PT events.

The Contractor shall develop and maintain a procurement process, approved by the EPA, to procure PT samples considering commercial source, matrix, method, analyte, and analyte concentration as directed. ASB will select the commercial PT vendor based on proposals received by the Contractor. This purchasing agreement would require annual recertification, or as directed by ASB. The Contractor will develop a catalogue of vendor approved PT samples for CLP use.



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### **OATS SOFTWARE**

The Contractor shall purchase instrumentation software, as directed, to facilitate the processing of raw (unprocessed) instrument files to reconstruct analytical runs as part of data package and electronic media audits (Section 3.7). The instrumentation software required will be determined by the instrumentation used by CLP laboratories for data collection.

### **CLPSS SOFTWARE/LICENSES**

The Contractor shall purchase software and licenses as requested by ASB in response to Section 3.6 (CIS) activities and Agency directives.

## **3.2 SAMPLE SCHEDULING AND TRACKING (SST)**

The Contractor shall provide all sample scheduling and tracking activities of CLP and QSS-provided laboratories (Section 3.8). The Contractor shall use approximately 90,000 analyses per year as the estimated Superfund CLP activity (subject to change).

The Contractor shall use CLPSS to schedule and track analytical services requests under multiple analytical programs in accordance with ASB-approved SOPs. SST is also responsible for reporting all laboratory performance information (i.e., CCS, PT results) in CLPSS. The SST process begins at receipt of the analytical scheduling request and continues through sample shipment and laboratory analysis, until the analytical data deliverable is received and screened for contractual compliance (Section 3.3 (DAS)). The SST process concludes when CLP cases are calculated for payment (Section 3.4 (SIP)).

Regular communication is required with ASB, EPA Regions and other EPA programs, the OAS, contracted laboratories, sampling contractors, and other stakeholders, as directed by ASB. The Contractor shall provide customer service support to ASB customers on all aspects associated with sample scheduling and tracking through the entire SST process, on a routine and as needed basis. Support also includes responding to changes in the services provided by ASB and providing input to ASB on process improvements and innovative techniques for delivering analytical services, which include Information Technology (IT) solutions. The Contractor shall recommend procedures and protocols to schedule, track, and report the processing of CLP (and buy-in) analytical samples that meet SST requirements and specifications.

The Contractor shall support the following sub-tasks:

### **3.2.1 SAMPLE SCHEDULING**

The Contractor shall conduct all analytical scheduling activities (i.e., field samples, PT samples) for Superfund and buy-in customers (as permitted) in accordance with the CLP's analytical SOWs, Modified Analyses (MAs), and ASB approved SOPs. The CLP SOWs specify the routine analyses and the allowable modifications under MAs (i.e., lower CRQLs for SOW analytes, additional analytes to the analyte list, unique matrices, and special preparation instructions), as approved by

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the ASB COR. The Contractor shall manage scheduling activities to meet frequent and last-minute EPA changes due to weather, access to the site, programmatic changes, etc. Scheduling for the Other Analytical Methods Support (Section 3.8) may be required in accordance with ASB direction.

The scheduling process undergoes continuous updates resulting from automation and process improvement as directed by ASB. The Contractors shall automate tasks to the maximum extent possible and accommodate changes in procedures as directed by EPA (e.g., the performance-based scheduling algorithm, SOP revision, updating automated and manual applications, development and use of new electronic tools, etc.), including information requirements to support new programmatic initiatives (e.g., new laboratory contract requirements, analytical programs, and non-Superfund (i.e., buy-in customers).

The Contractor shall perform the following:

1. Receive, review, monitor, update, maintain, and document appropriate CLP contract information (e.g., periods of performance, ceilings, funding, contact information, etc.) and ASB's Annual Regional Superfund Allocations in CLPSS.
2. Review, maintain, and report the Performance-based Scheduling Algorithm (PSA) calculations determined from the contract compliance screening, timeliness of data receipt, and PT results.
3. Receive customer Analytical Service Requests through CLPSS and compare customer requests to ASB analytical services capability and determine laboratory eligibility to receive samples. This includes but not limited to, where applicable, reviewing CLP laboratory contract ceiling, period of performance, funding; laboratory capacity; laboratory status; PSA, and laboratory performance status; and ASB's Annual Regional Superfund Allocation. Notify ASB of scheduling concerns (e.g., capacity, funding, etc) relative to the customer request.
4. Schedule samples with eligible contracted laboratories daily, from Monday to Friday, at the same time every day. Provide scheduling information and assistance as requested.
  - a. If ASB or the Regions request PT samples, the Contractor shall include scheduling and ordering the PT samples for shipment to the appropriate laboratory/laboratories. SST shall coordinate with SMO Purchase Support for PT ordering and provide DAS with Case information for scoring, as appropriate. ASB PT Case information shall be provided to ASB.
5. Inform and assist customers to new services provided by ASB associated with the scheduling, processing, and analysis of samples.
6. Support ASB and DAS with the preparation of modified analysis documents (Section 3.3.5) and ASB with solicitation documents; support the Contracting Officer with the solicitation and laboratory selection activities.

### **3.2.2 SAMPLE TRACKING**

The Contractor shall provide tracking of all samples processed under this contract. Support includes, but not limited to tracking of the samples and the associated logistical information (e.g., sample number,) including PT sample shipments, and relevant paperwork, records and/or sample collection documentation, shipping documents, (e.g., chain-of-custody records, sample tags/labeling, traffic reports, overnight air-bill records, etc.). “Paperwork” may also include documentation in electronic format (e.g., EPA Scribe) and any future revisions or changes in Agency; and/or, program specified documentation/records support requirements.

The Contractor shall perform the following:

1. Track and receive sample-associated documentation provided to the laboratory at time of sample shipment which includes sample number, project number, requested analyses and laboratory receipt date. Verify information associated with laboratory creation of SDG and validate information in CLPSS and document and reconcile any discrepancies.
2. Monitor status of sample shipments and resolve issues associated with discrepancies in paperwork, coordination of shipment, and other administrative and technical sample-specific issues. Contact laboratories regarding status of deliverables and document reasons associated with any late delivery of analytical data. Inform appropriate ASB COR, as directed, and other internal QSS task order managers of issues affecting, including but not limited to data receipt, data assessment and invoice processing.
3. Provide information to customers regarding status of samples at laboratories prior to data delivery, laboratory funding, customer demand, ASB analytical services supply, laboratory contract issues and other ad hoc input as required.
4. Receive and update Regional sample information (i.e., site information, site spill identification number (SSID), purpose of the sampling, anticipated sample shipping dates, field sampler and analytical services required) as requested.
5. Operate, test and review all automated and manual processes, to include those associated with modified requirements and the incorporation of new analytical services; documenting the request, shipment and all associated issues with sample requests, tracking and receiving sample associated documentation, dissemination of information and responding to routine and ad hoc information requests; development, modification, incorporation and testing of invoice processing tools to calculate invoice payment for new analytical services; and invoice processing and calculation.

### **3.3 DATA ASSESSMENT SUPPORT (DAS)**

The CLP laboratories must submit their analytical data deliverables through CLPSS. The Contractor shall provide data assessment support with (1) data deliverable receipt; (2) data deliverable inspection and assessment; (3) data usability assessment; (4) PT support, and (5) technical support under this contract. The DAS activities are considered part of CLP’s quality assurance (QA) program.

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The analytical data received from the CLP laboratories must be generated in a uniform manner, including sufficient quality control measures to assure high quality, and be well documented to establish its completeness, comparability, and quality. Each analytical program requires laboratory data deliverables (e.g., SEDD 2a, 2b, or 3 file) and the Contractor shall adapt the DAS activities to the program and the type of deliverable.

The Electronic Data eXchange and Evaluation System (EXES), a web-based application in CLPSS, enables data submission, data assessment, and reporting. The EXES provides rapid evaluation of electronic laboratory data for completeness and compliance in accordance with the requirements of the CLP laboratory contracts and determines usability in accordance with the National Functional Guidelines for Data Review (NFGs) and customer-specific data validation requirements. This task must be completed by the QSS contractor. The EXES data assessment results are used in conjunction with other CLP information for ASB to assess laboratory contract performance and perform sample scheduling (Section 3.2.1.) activities. The EXES provides ASB customers with EXES-generated reports for use in external processes (i.e., data validation). All laboratory data and EXES-generated reports are available to the customer through the CLPSS EXES Data Manager (EDM) application.

The Contractor shall provide timely and accurate service to the EPA Regions and other ASB customers, in evaluating the completeness and compliance of laboratory deliverables, facilitating the efficient reporting of data of known and documented quality to data users.

The Contractor shall adapt to new laboratory contract solicitations and awards, new analytical methods, new analytical SOWs and SOW modifications, changes in administrative procedures, data storage requirements, and EPA Regional data acceptance procedures.

The Contractor shall support the following sub-tasks:

### **3.3.1 DATA DELIVERABLE RECEIPT**

The CLP laboratories submit data deliverables through the CLPSS Portal and directly to the Regional customers in accordance with their analytical contracts. The CLP analytical data deliverables include the Staged Electronic Data Deliverable (SEDD) file, the Complete Sample Delivery Group (SDG) File (CSF), and a Portable Document Format (PDF) of the CSF. The CSF is the hardcopy deliverable and only required to be submitted by the CLP laboratory if requested at the time of scheduling. The CLP laboratories are required to concurrently submit all required data deliverables, for all field samples including, but not limited to, all quality control samples and standards, for all methods in the SDG as prescribed by the applicable analytical Statement of Work (SOW).

The timeliness of all deliverables is determined by the Data Receipt Date (DRD) of the SDG. The DRD is defined as the date upon which the last deliverable of the SEDD file and the PDF of the CSF are received by QSS Contractor. If the deliverables are due on a Saturday, Sunday, or Federal

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holiday, the DRD is the next business day. Compliant deliverables received after the DRD are considered late.

The Contractor shall perform the following:

1. Receive and document daily data deliverable submissions and resubmissions.
2. Calculate and record the timeliness of the data deliverable submissions and resubmissions.
3. Verify the data received against the scheduling request to ensure that the deliverables provided are as expected.
4. Provide information associated with data receipt to support the completion of SST, SIP and SES activities, including invoice processing and cost recovery activities.

### **3.3.2 DATA DELIVERABLE INSPECTION & ASSESSMENT**

The CLP laboratory data deliverables received by the Contractor must undergo inspection and assessment. The CLP laboratories utilize the EXES self-inspection tool on the CLPSS Portal allowing preliminary review of the SEDD file and correction of data deficiencies prior to official data submission. The QSS Contractor processes the official data deliverable submission using EXES's Contract Compliance Screening (CCS), a Quality Assurance (QA) inspection process, to determine deliverable completeness and compliance with CLP laboratory contract requirements.

The CCS includes automated EXES processing and manual reviews (**Table 2. Automated EXES Review Criteria**) of the technical and reporting requirements specified in each applicable CLP SOW. All deliverables are subject to CCS inspection. The EXES Review Criteria is subject to change. The CCS process consists of two parts: Initial Assessment (IA) and Full Assessment (FA).

#### **INITIAL ASSESSMENT (IA)**

The Government requires the CLP laboratories to provide a valid SEDD file. The IA determines whether the SEDD file can be successfully processed. A valid SEDD file is one that passes IA. Multiple resubmissions of the SEDD file are acceptable until IA is successful. The SEDD file must pass IA to be considered "delivered".

Using the EXES application, the SEDD file undergoes automated review for a subset of SOW-specified variables (e.g., data elements, format characteristics, and file structure) before the SEDD file is accepted for full assessment processing to determine completeness and compliance in accordance with the applicable CLP SOW.

#### **FULL ASSESSMENT (FA)**

Full Assessment of both the SEDD file and the PDF of the CSF is completed after a valid SEDD file has been successfully processed for Initial Assessment. A Full Assessment is conducted using automated and manual review processes to evaluate the completeness and compliance of the data deliverables in accordance with the applicable CLP SOW. The completeness inspection

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reviews for the presence of all field, method, and laboratory QC analyses performed. The compliance inspection compares the reported calculated values for sample and QC results to the applicable analytical SOW requirements.

The CLP laboratories are provided an opportunity to respond to the CCS reports. This reconciliation period allows the laboratories to correct and/or respond to deficiencies identified in the CCS process. Resubmissions of data deliverable files must be a complete deliverable containing all information previously submitted, for all samples including, but not limited to, all SOW-required quality control samples and standards, for all methods in the SDG including any corrections which were identified to be noncompliant in accordance with the applicable analytical SOW. Resubmitted SEDD files due to noncompliance identified in FA shall replace the original submission for the same SDG, but shall not “over-write” the original submission. All resubmitted data deliverables shall be appropriately designated as resubmissions and reprocessed. A database of all SEDD files shall be maintained.

The Contractor shall perform the following:

1. Maintain, update, enhance, test, and perform the manual and automated CCS processes and EXES and EDM applications used in the inspection and assessment of all data deliverables (submissions and resubmissions) for technical and reporting requirements in accordance with the applicable CLP SOW.
2. Gather requirements, maintain, operate, update, test, and enhance the self-inspection tool used by the CLP laboratories for preliminary review and correction of data deficiencies prior to official data submission.
3. Develop, maintain, update, enhance, and distribute the assessment CCS reports for each data deliverable received. The report shall detail omissions, discrepancies, and noncompliance observed during the CCS review process. The report shall be available in multiple output formats (e.g., SCRIBE, EQuIS, Excel, etc.) depending on the end user’s need and authorized users notified when reports and deliverables are available for viewing and retrieval in the EDM.
4. Develop, maintain, update, enhance, and distribute summary forms generated from the laboratory SEDD file.
5. Monitor status of contract laboratory responses to data assessment and resolve issues associated with customers questions, laboratory inquiries and disputes.
6. Generate and distribute electronic performance reports (i.e., submission, assessment results, manual integration) from sample results, QA/QC data, and descriptive information for trend analyses within a program and by analytical laboratory.
7. Track, record, maintain, and archive data deliverable submissions and assessment results in CLPSS. Data are linked to project specific information collected at time of sample scheduling to allow easy retrieval for a variety of purposes.

### **3.3.3 DATA USABILITY ASSESSMENT**

The Contractor shall assist ASB with providing its customers with automated data review of CLP laboratory deliverables. This review includes the verification and usability assessment of the electronic data deliverable based on the National Functional Guidelines (NFG) for Data Review. The EXES application performs this assessment. The results of these checks combined with the hierarchies of qualifier (e.g., J+, J-, U, R, etc.) assignment (as outlined in the applicable NFG document) are used to generate an overall data usability report. ASB customers may request customized verification and usability checks based on Region or project-specific quality assurance requirements.

The Contractor shall perform the following:

1. Develop, maintain, update, enhance and perform data usability assessment on each laboratory data deliverable submission and resubmission in accordance with the applicable analytical SOW.
2. Maintain, operate, update, and enhance the data usability assessment functions of the EXES application.
3. Develop, maintain, update, enhance, and distribute the data usability reports for each data deliverable received. The report shall be available and authorized users notified when reports and deliverables are available for viewing and retrieval in the EDM.

### **3.3.4 PROFICIENCY TESTING SUPPORT**

The Contractor shall assist ASB with scoring the PT sample results and maintaining the PT sample reports. The SST (Section 3.2), in coordination with SMO (Section 3.1) will schedule and order PT samples through a commercial vendor to be shipped to the assigned laboratory. The laboratory will analyze the PT samples and report the results in accordance with the applicable CLP SOW.

The Contractor shall perform the following:

1. Obtain the laboratory-reported PT sample results and use PT vendor applications to score laboratory-reported PT results using ASB-approved SOPs.
2. Download vendor-generated PT sample scoring reports and upload vendor reports to the specific assigned Case/SDG in CLPSS.
3. Provide summary of PT results and events and distribute reports, as directed by ASB.
4. Maintain an organized compilation of PT sample evaluation data for the purposes of trend analyses for monitoring performance of laboratories, summarization, and report preparation.

### **3.3.5 TECHNICAL SUPPORT**

The Contractor shall provide technical support to CLP users (i.e., CLP laboratories, ASB, EPA Regional personnel, and other ASB customers) with DAS activities. DAS activities include, but

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not limited to, DAS applications (i.e., EXES Self Inspection tool, EXES and EDM), laboratory performance monitoring (i.e., CCS, Method Detection Limit (MDL), Interelement Correction (IEC) Factor, PT Samples), and technical documents and reports (i.e., SOWs, NFGs, MA documents, guidance documents, trend reports). The Contractor shall support all CLP users with technical related inquires. The Contractor shall document and archive issues, corresponding discussions, resolution, or disposition of the issue. The Contractor shall provide appropriate scientific staff, expert in analytical chemistry, or other technical areas required to support ASB activities.

The Contractor shall perform the following:

1. Review and evaluate the CCS results and assist ASB with laboratory performance, data assessment, and data usability assessment trends. Laboratory assessment results from the data assessment are to be used in Sample Scheduling (Section 3.2.1) for use in the PSA calculation.
2. Assist ASB with CLP laboratory support. This support can include an evaluation of the electronic deliverables for proper submission format, assisting laboratories with understanding EXES, identifying technical issues during data inspection and assessment,
3. and addressing laboratory queries.
4. Provide overall technical support with the Modified Analyses (MA) activities. This support can include, the development, maintenance, update, and use of the MA database the MA technical requirements, documents, data assessment application, and reporting activities.
5. Provide support for programmatic projects and initiatives, including the evaluation, revision, development, and publishing of current or new technical documents (e.g., SOWs, NFG, Samplers Guide), evaluation of method performance, technical presentations, and training, other supporting documents, data collection, and technical evaluation activities.
6. Develop, maintain, perform reviews of laboratory MDL and IEC information, summaries, and submission verification reports.

### **3.4 SAMPLE INVOICE PROCESSING (SIP)**

The Contractor shall provide Sample Invoice Processing (SIP) support. This support includes Defect & Disincentive Calculation and Invoice Processing associated with the CLP analytical services. SIP is performed in accordance with Federal Acquisition Regulation (FAR) 52.232-25 for Prompt Payment.

The Contractor shall automate tasks to the maximum extent possible and accommodate changes in procedures as directed by ASB. The Contractor shall provide input on process improvements and innovative techniques for accelerating the transmission of invoice data to EPA for laboratory payment.

The Contractor shall support the following sub-tasks:



### **3.4.1 DEFECT & DISINCENTIVE CALCULATION**

All CLP laboratories deliverables are inspected for timeliness, completeness, and compliance during CCS inspection and assessed for noncompliance (Section 3.3.2). The CLP laboratories are assessed disincentives (i.e., a reduction in cost) for untimely, incomplete, and/or noncompliant deliverables.

Final CCS assessment results are used to calculate the reduction in analytical costs. If the CLP laboratory fails to deliver in accordance with its contract, the invoice will be reduced in the amount of the disincentive. When the delay in delivery or performance arises in accordance with the FAR 51.249-14, Excusable Delays (APR 1984), the CLP laboratory may submit a waiver to ASB requesting the removal of the disincentive.

The Contractor shall process customer requests for reduced value and rejection of data and provide background information regarding laboratory waiver requests. This includes collecting information from other internal QSS task order managers and providing compiled information to appropriate EPA staff for a final decision.

### **3.4.2 INVOICE PROCESSING**

The Contractor shall apply the reduction in analytical cost (Section 3.4.1) in accordance with the ASB-approved SOP and CLP analytical contracts. The allowable invoice amount would reflect the total amount of the analysis price less the disincentives.

The CLP laboratory reviews the invoice and transmits the invoice to EPA via CLPSS. The Contractor shall provide invoice processing support.

The Contractor shall perform the following:

1. Coordinate, interface, prioritize, assess, track, and process invoice information to meet OCFO timelines and the Prompt Payment Act.
2. Provide financial and bookkeeping associated with the processing, calculation, reconciliations, and payment of laboratory invoices.
3. Verify laboratory invoices against analytical service request and scheduling, document and reconcile any discrepancies, calculate the allowable invoice amount, and transmit the invoice data to EPA's Contract Payment System (CPS).
4. Monitor the status of invoices, resolve any issues, and address laboratory inquiries.
5. Allocate invoice costs to the sites.

### **3.5 SUPERFUND ENFORCEMENT SUPPORT (SES)**

The Contractor shall provide cost recovery, litigation support, and site-specific/non-site-specific cost data tracking to ASB and its customers. The Contractor shall support EPA in collecting and securing evidence to aid EPA in its cost recovery and litigation efforts related to the cleanup of

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hazardous waste sites, including discovery, expert witness testimony, collection, compilation, and dissemination of appropriate documents to the EPA and DOJ.

The Contractor shall assist EPA with accurate identification of costs incurred at specific Superfund sites and support EPA efforts to report all CLP costs accurately in Agency systems and databases. The Contractor shall perform bookkeeping activities to ensure timely and accurate reporting of Government expenditures at the site-specific level which is critical to recovery of Superfund costs. The Contractor may be requested to provide expert and non-expert testimony related to contractor's internal SOPs or any issue that has become a matter of record.

The Contractor shall support the following sub-tasks:

### **3.5.1 COST RECOVERY AND LITIGATION SUPPORT**

The EPA vigorously pursues the potentially responsible parties for contamination at a Superfund site. Section 107 of CERCLA authorizes the use of various enforcement tools in addressing the liability concerns and the recovery of Superfund costs from potentially responsible parties. The Contractor shall maintain complete and accurate records and provide technical, administrative and reconciliation support to EPA in collecting and securing evidence to aid EPA in its litigation and cost recovery efforts. The Contractor shall collect and organize data from QSS records to use in preparation of defense claims, such as those for reimbursement under CERCLA and any other applicable environmental statutes. To learn more about Superfund Cost Recovery, visit <https://www.epa.gov/enforcement/superfund-cost-recovery>.

The Contractor shall perform the following:

1. Maintain and report site-specific cost data for use in management reports and cost recovery package preparations.
2. Prepare cost recovery packages (i.e., analytical cost data and QSS labor costs) from current and historical analytical service data.
3. Provide other administrative (bookkeeping) and financial services associated with the appropriate allocation of costs to sites and laboratory contract closeouts.
4. Gather work performed documentation and perform data analysis of government furnished documentation (e.g., Progress Reports, vouchers, Task Orders, ASR scheduling information, site-specific cost summaries) for current and previous contracts (e.g., QSS, Sample Management Office, QATS).
5. Reconcile Regional CLP information and perform a comparison of data contained in reports from Superfund Cost Recovery Package and Imaging Online System (SCORPIOS) used to organize cost information and produce reports that summarize the costs for a specific Superfund Response, Brownfield Program, or Oil Spill site). SCORPIOS reports will be provided by the Regions to the QSS contractor.
6. Provide reconciliation support to ASB, ORC, DOJ, OIG, and Regional program and finance personnel for cost recovery reporting and record retrieval.

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7. Ensure that QSS cost recovery procedures are compliant with the U.S. EPA Superfund Cost Recovery Procedures Manual. The contractor shall participate in cost recovery meetings.
8. Provide support in responding to questions concerning analytical and/or QSS cost questions/issues related to a specific site, Case, or laboratory; and gathering and analyzing invoices and supporting documentation related to a specific site/Case.
9. Provide expert witness testimony in support of the information gathered or duties performed under this contract, including, but not limited to, explanations of the contractor's internal SOPs, quality assurance activities, or any issue that has become a matter of record. Such witness services may be required before hearings, boards, or in judicial proceedings.
10. Track litigation hold requests received from EPA to ensure data packages are not destroyed until the hold has been lifted.

### **3.5.2 SITE-SPECIFIC/NON-SITE-SPECIFIC COST DATA TRACKING**

The Agency uses site/spill identifiers (SSIDs) to accumulate and account for Superfund costs by site. The SSIDs are assigned by Regions. All costs (removal, remedial, and enforcement actions and those activities supporting response actions) incurred after the SSID is assigned shall be charged to the SSID. The QSS contract has an added level of complexity related to CLP invoicing (i.e., SIP), QSS invoicing, and cost recovery purposes involving site-specific costs associated with Superfund sites. Site information is used by QSS to properly record both analytical costs and QSS direct labor costs. Documenting and certifying site-specific costs incurred for CLP analyses is a challenging process due to the evolution of CLP invoice payment procedures and rules, changes in CLP contracting requirements, and missing or incomplete historical cost information and site spill identifiers. Timely and accurate reporting of Government expenditures at the site-specific level is critical to recovery of Superfund costs and to aid EPA management decisions, litigation efforts, and public outreach.

#### **SITE-SPECIFIC TRACKING OF CLP LABORATORY COSTS**

The Contractor shall be required to provide site specific information for all laboratory invoices processed by the QSS contractor. This activity primarily occurs under SIP with re-siting of analytical cost charges synchronized with SES re-siting activities. It is critical this site-level accounting information be as accurate as possible.

#### **SITE-SPECIFIC TRACKING OF QSS CONTRACT COSTS**

The Contractor shall be required to charge, track and report QSS costs that can be directly attributed to site-specific activities. It is critical this site-level accounting information be as accurate as possible.

The Contractor shall perform the following:

1. Maintain complete and accurate site-specific cost data. All costs (i.e., removal, remedial, and enforcement actions and those activities supporting response actions) incurred after the SSID is assigned shall be charged to the SSID.

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2. Identify cases with non-site-specific identifiers, and monitor, track, and update SSIDs. Re-site cases with non-site-specific identifier, such as “ZZ”, “00”, or where the SSID is blank, after SSIDs are assigned by EPA and perform other related redistribution activities.
3. Provide research and reporting support regarding historic program use to ASB and its customers. This includes evaluation of financial records, site-specific allocation and specific analytical needs for cost recovery and budgetary needs.

### **3.6 CONTRACT LABORATORY PROGRAM SUPPORT SYSTEM (CLPSS) INFRASTRUCTURE SUPPORT (CIS)**

In support of the PWS Task Areas, the Contract Laboratory Program Support System (CLPSS) Infrastructure Support (CIS) performs required activities associated with system and database administration, networking, security, and configuration management for all CLPSS applications. The CLPSS is a fully integrated enterprise system that provides centralized, automated support of processes inherent in the analysis, evaluation, reporting, and invoice payment of analytical chemistry services under the CLP. Should the Contractor propose a system other than CLPSS, all applications and databases must be part of a single enterprise system. No secondary systems will be permitted. **The Contractor must ensure the CLPSS is operational 24 hours/day, with emphasis placed on 8:00 AM ET – 8:00 PM ET, without downtime unless otherwise scheduled and approved by EPA.**

The Contractor shall support the following sub-tasks:

#### **3.6.1 CLPSS SPECIFICATIONS**

The Contractor shall operate, maintain, develop, modernize, enhance, and upgrade CLPSS and its infrastructure and applications using an integrated approach to managing data, system security, software licenses, Life Cycle Management (LCM), personnel security, electronic records administration, database administration, network administration, and the CLPSS Help Desk.

The CLPSS supports the needs required to operate CLP. During the contract, the CLPSS applications may change or be upgraded to accommodate ASB operations or Agency directives and the Contractor shall ensure that all CLPSS applications are compatible and documented in accordance with EPA LCM requirements (<https://www.epa.gov/irmpoli8/policy-procedures-and-guidance-system-life-cycle-management-slcm>). Contractor files and documentation shall be available for inspection by EPA.

#### **HARDWARE**

The Contractor shall provide all necessary hardware to host CLPSS such as servers, routers, switches, consoles, gateways, backup equipment, backup tapes, UPS and IBM server cages, hosting rack system services, redundant dual core, high speed fiber optic communication lines, dedicated 220 Volt electrical power/UPS devices and load balances, etc. The infrastructure for CLPSS shall reside at the EPA, a QSS facility (data center), or a dedicated cloud environment that

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is Federal Risk and Authorization Management Program (FedRAMP) approved. The Contractor is responsible for providing a fully functional hardware infrastructure for the CLPSS environment if not utilizing a dedicated cloud environment. The Contractor shall have the capacity to meet the needs of the current CLPSS architecture, as well as data accessibility and storage.

If the Contractor decides not to utilize a FedRAMP approved cloud environment, the CLPSS environments must be hosted in a secure data center with fire extinguishers, climate controllers and secure cages. The Contractor shall deploy a modern architecture for secure access to the hosting environments, behind multiple firewalls.

**SOFTWARE**

The CLPSS applications are developed on a Java Platform with an Oracle database backend and are deployed in a Java Virtual Machine (JVM). Java Enterprise Version 8 is used in all five environments (development, testing, maintenance, staging, and production). Although the application is deployed on a Windows server and users typically use the application with Google Chrome, the application can be hosted on any operating system with a standard JVM and the application can be accessed by the users in web browsers other than Chrome (e.g., Internet Explorer, Firefox, Safari, etc.).

The CLPSS uses Angular JS, Google Web Toolkit (GWT), and Vaadin as the web framework for the functions of CLPSS. These frameworks are component-based frameworks that leverage Java. Its architecture facilitates greater software reuse, which results in faster and easier maintenance and extensibility. Apache ActiveMQ is used as the message broker for CLPSS. ActiveMQ is an open source and enterprise integration patterns server. It supports Java, Java Message Service (JMS), and Java 2 Platform Enterprise Edition (J2EE), and is easily embedded in JSON Web Token (JWT) applications. Oracle 12c is used as the database and Hibernate and iBATIS are used in the Java code to create Object Relational Mapping (ORM) to map Java classes to Oracle database tables. JWT is used to simplify the connection of the appropriate pieces at runtime.

In addition, the CLPSS utilizes JWT Security, an industry-standard customizable authentication and access-control framework with Security Assertion Markup Language (SAML) Identity Provider (IdP), which provides single sign on user authentication. It also uses Apache Velocity software to generate Hypertext Markup Language (HTML) tags from the Java code.

The CLPSS applications and functions reside as Web-based client server applications that use HTML, Java, JavaServer Pages (JSP), PDF, Oracle back-end databases, and server side Procedural Language/Structured Query Language (PL/SQL) scripting and data import features using eXtensible Markup Language (XML).

**DATA**

The total CLPSS data size is 3.5 TB as of December 2021. Below are current schemas that support all CLPSS tasks:

ASR	CLPSS	ROC	EDM
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EXES	MA_USER	SCSTR	SITE
SMOPortal	STS	SUPRS	TIP_LEGACY

The following table provides CLPSS database statistics related to the above schemas:

<b>CLPSS DB</b>	<b>Counts</b>
TABLE_COUNT	1,528
COLUMN_COUNT	39,248
OBJECT_COUNT	6,195

\*NOTE: Objects include functions and procedure, triggers, schedule jobs, indexes etc.

The approximate number of transactions is 9,600 transactions per month with an average of 11GB of data monthly. The transactions include but are not limited to laboratory use of EXES for self-inspection and deliverable submission, data assessment, regional review of Electronic Data Deliverable (EDD) data and editing history of reports in EDM, and new and updated scheduling requests in ASR.

**CLPSS DOCUMENTATION**

The Contractor shall ensure that all CLPSS applications are compatible and documented in accordance with EPA LCM requirements. The Contractor shall provide LCM documentation for CLPSS. The Contractor shall submit all modified and/or new LCM documentation to ASB thirty (30) business days after a CLPSS release is deployed, unless otherwise directed by ASB. The Contractor shall update and deploy User Documentation (i.e., Online Help, Quick Reference Guide (QRG), and User Manual) with the release of any major maintenance releases. All CLPSS User Documentation, maintenance releases, external User Interfaces (UIs), and Webpages must conform to the Section 508 standards to ensure accessibility to persons with disabilities.

**3.6.2 CLPSS PORTAL & APPLICATIONS**

The CLPSS Portal is a web-based system, serving as the central access point to all CLPSS functional applications. The service-oriented architecture allows authorized users access to only authorized functional applications through a single-sign in point. The Contractor shall administer the CLPSS Portal and provide user access-based roles and functions, as approved by ASB.

<b>CLPSS Functional Applications</b>	<b>Description</b>
Analytical Services Reporting Center (ASRC)	Allows QSS and EPA users to create reports using the Business Intelligence (BI) Tool.
Manage CLPSS Data	Allows QSS users to add/revise project information, customers, and CLP users.

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Manage Contracts	Allows QSS users to maintain contract data, including but not limited to, pricing and capacity information, periods of performance, funding, and contract actions.
Manage EXES – Enhanced EXES	Allows QSS users to perform system configuration and data management activities with respect to the EXES system.
Manage Portal Data	Allows QSS users to manage the different customers that have access to the CLPSS Portal.
Manage SMO CLPSS Portal Users	Allows QSS users to manage the users of the CLPSS Portal.
Manage Analytical Services Request (ASR)	Allows the EPA users to create, edit, submit, and monitor details of their ASRs, and to add or cancel Individual Service Requests (ISRs) for these ASRs.
Schedule Requests	Allows QSS users to schedule samples with the CLP laboratories.
Create/Edit Sample Delivery Group	Allows the CLP laboratory users to create a SDG and upload an SDG Definition Sheet and associated COC files.
Access Assignment Information	Allows the EPA users to search for a Case to view, access, and download XML, Regional Notification, and MA files.
Review Data Assessment/EXES Data Manager (EDM)	Allows the EPA users to locate, view, and download CLP laboratory deliverables and locate, view, edit, regenerate, and download all data assessment/validation deliverables.
Approve Tests- Enhanced EXES	Allows QSS users to view, create, and modify automated EXES data inspection and assessment tests.
Track Status of CLP Data/SDG Tracking System (STS)	Allows the EPA, CLP laboratory, and QSS users to track the progress of CLP analytical data.
Manage Records of Communication	Allows EPA (specifically ASB) and QSS users to view Records of Communication (ROCs).
Process Solicitations	Allows EPA and QSS users to view a list of MA solicitations, create new solicitations, and manage existing solicitations.
Notifications	Allows all users to view and manage how they receive notifications regarding activities and actions in CLPSS.
Create/Submit Invoices	Allows CLP laboratory users to formulate and submit analytical service invoices to the EPA’s Contract Payment System (CPS).
Process Invoices	Allows EPA (specifically ASB) and QSS users to review CLP laboratory invoices.
Review Deliverables – Enhanced EXES	Allows QSS users to perform method compliance and data validation data assessments on deliverables submitted to the system by the CLP laboratories.
Resolve Issues – Enhanced EXES	Allows QSS users to address issues identified during the data inspection and assessment activities and process EPA approved CLP Laboratory waivers.

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Review Regional Data Restrictions	Allows EPA and QSS users to designate appropriate access to site and/or Case information.
Submit Chain of Custody	Allows EPA users to upload COC information in the XML format and CLP shipping information/documentation.
Submit Solicitation Bids	Allows the CLP laboratory users to review and submit quotations for Modified Analyses (MA) solicitations.
Submit and Inspect Data – Enhanced EXES	Allows CLP Laboratory users to submit SEDD files in XML format for Self-Inspection assessment and official data submission.
Super Admin	Allows QSS users to access advanced administration features of CLPSS.
Track Deliverables – Enhanced EXES	Allows QSS users to view and data receipt and data assessment activities.
View/Create Reports	Allows EPA and QSS users to access the ASRC (BI reports). Note: Legacy information regarding boxes stored at FRC can be obtained via a BI report.
View/Create Invoices	Allows the CLP laboratory users to create, review, and submit invoices for analytical services.
View Vendor Assignment	Allows the CLP laboratory users to view project details and to confirm the acceptance of the project.
View/Create/Edit Modified Analyses	Allows EPA and QSS users to search for and view detailed information about previously performed MAs.

The CLPSS Portal is accessible to buy-in customers upon ASB approval of buy-in activity. The CLPSS Portal hosts several functional applications for the sole purpose of supporting buy-in activities.

<b>Buy-In CLPSS Functional Applications</b>	<b>Description</b>
MyEXES	Allows EPA buy-in users access to the MyEXES.
Manage Methods (Part of the MyEXES)	Allows EPA buy-in users to manage a library of analytical methods and associated assessment criteria to support buy-in project needs.
Manage Projects (Part of the MyEXES)	Allows EPA buy-in and QSS users to create, edit, and submit details for a MyEXES project.
Submit Data (Part of the My EXES)	Allows EPA buy-in customer laboratory users to submit laboratory EDD files for MyEXES projects.
Inspect Deliverables - SEDD Essentials	Allows EPA buy-in customer laboratory users to evaluate the structure of a SEDD file in XML format prior to official data submission.



### **3.6.3 CLPSS HELP DESK SUPPORT**

The Contractor shall provide Help Desk support to all registered CLPSS users pertaining to access, system failures, and reporting issues. Support may include creating new accounts, unlocking and resetting passwords, log-in support, system performance questions, beta testing, assisting with CLP functions and applications, etc. The Contractor shall obtain ASB approval prior to providing new user access to CLPSS applications.

Helpdesk calls/emails shall be answered within two (2) hours of initial contact from 8:00 AM ET to 8:00 PM ET.

### **3.6.4 CLPSS OPERATION & MAINTENANCE (O&M) ACTIVITIES**

The Contractor shall provide operation and maintenance (O&M) activities on all CLPSS components. Support includes system, database administration, network administration, security, and configuration management for all CLPSS components. The CLPSS should be managed using an Agile Development methodology and CMMI Level 3 best practices is preferred but the contractor can suggest a similar practice that will enable CLPSS to perform at a superior rate. The Contractor shall provide integrated, efficient infrastructure to support CLPSS activities as related to each CLPSS component.

The Contractor shall adapt CLPSS for routine maintenance activities including, but not limited to, continuous performance monitoring and tuning; updating java programs and batches; fixing and testing bugs; updating existing system features and architecture. The CLPSS operation and maintenance must comply with all Agency requirements.

The Contractor shall perform the following:

1. Five (5) CLPSS hosting Environments (Development, Test, Production, Maintenance, and Staging). The CLPSS shall be hosted in an integrated, efficient infrastructure, or remote cloud solution.
2. All server administration activities for the CLPSS hosting environments (development, test, staging, maintenance, and production). Monitor CLPSS servers; create accounts; adjust disk space restrictions; monitor server backups and restores; provide security; maintain the necessary accounts for users; and set up and/or upgrade existing servers. Install new servers and design new server environments, interface with 3rd party vendors for supported applications and manage complex analysis, diagnostics, and resolutions to system faults in the server environment.
3. All automated and manual CLPSS applications associated with the PWS Task Areas including modifications and implementation of these applications (in part or whole).
4. The CLPSS enterprise database and its schemas to support CLPSS users.
  - a. Perform database support activities across all CLPSS applications, including database objects on the CLPSS applications, including database links, functions, indexes, packages,

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- body, sequences, triggers, tables, and views; monitor and modify programs supporting data transfers with external systems and develop data import and export routines.
- b. Design, develop, and maintain database schema for all backend systems and perform database tuning, enhancement, performance improvement, and backup and disaster recovery.
  - c. Perform database programming, including Structured Query Language (SQL) and Procedural Language/Structured Query Language (PL/SQL).
  - d. Evaluate the Oracle database as needed for data management, data evaluation and data reporting.
5. The CLPSS warehouse. Provide data and dimensional modeling, logical and physical table design, complex queries, stored procedures and triggers, data transformation, aggregation, and enterprise application integration.
  6. The EPA CLP website. Maintain and revise content on the EPA CLP website based on ASB direction.
  7. Interconnection with Agency Systems. Maintain interconnection with OCFO's Payment Tracking System (PTS). Ensure the interconnection between PTS and CLPSS is stable, and the two-way path remains operational. The Contractor shall deliver invoice information contained in ASCII text files to EPA Financial Management Center and deliver the invoice bar code assigned by PTS, and payment or rejection information to the CLPSS system.
  8. Configuration Management (CM) activities. Build, maintain, and deliver CLPSS releases, including pre-release activities (such as conducting dry run procedures of the Maven release plug-in to identify any dependencies in the CLPSS components that are to be released), post release activities (including preparation of the code for the next release, creating maintenance branches for all released CLPSS components), and updating all continuous integration projects, documenting build and deployment instructions of CLPSS releases. Perform CM best practices such as software metric analysis of the current CLPSS components and software updates in CLPSS environments such as Java JDK/JRE, Subversion, Bitbucket GIT, JIRA, and Artifactory.
  9. Oracle Business Intelligence (OBI) tool and custom BI application. Maintain, update, and optimize BI performance, data structures, interfaces, and reports.
  10. Identify the modifications necessary to accommodate any changes to the CLPSS Portal that are impacted by requirements from the PWS Task Areas and enhancement requests from ASB.
  11. Support SMO (Section 3.1) with records submission, retrieval and other support for hardcopy and electronic records.
  12. Provide support to ASB as requested regarding Capital Planning and Investment Control (CPIC) activities.
  13. Manage, maintain, report, and archive CLP data.
  14. Track and report CLP analytical costs.

### **3.6.5 CLPSS DEVELOPMENT, MODERNIZATION & ENHANCEMENT ACTIVITIES**

The Contractor shall support all CLPSS development, modernization, and enhancement (DME) activities ensure CLPSS functionality is adequate for daily operations. Activities include, but not limited to securing old unsupported frameworks of any vulnerabilities or risks; modernize and enhance EXES functionalities; and provide support for future activities as directed by ASB.

The Contractor shall perform the following:

1. Perform all activities using the Agile scrum methodology best practices for iterative development. Based on the Agile Methodology, development is iterative and incremental, with requirements and solutions evolving through close collaboration and communication among team members (including ASB). As a result, all changes (specifically scope, defects, or enhancements) are treated as new requirements and are tracked as new User Stories (US).
2. Review any backlog US for incorporation into future CLPSS releases.
3. CLPSS Releases
  - a. Prepare test scripts Beta test of new DME activities before any CLPSS release. Two to four weeks prior to release execute the Beta test to collect user comments and feedback. Assemble and discuss the testers comments with the ASB COR for activity prioritization.
  - b. Prepare end user documentation including Online Help, User Manual, and Quick Reference Guide.
  - c. Obtain ASB COR approval to deploy the release into production and announce to the user community.
  - d. Ensure all CLPSS releases are 508 compliant in accordance with Agency guidelines.

### **3.6.6 CLPSS SECURITY**

The CLPSS is required to have management, operation, and technical security controls in accordance with the National Institute of Standards and Technology Special Publication 800-53 (NIST SP 800-53). The CLPSS Security Categorization is Moderate. No confidential business information nor personally identifiable information are stored in CLPSS.

The Contractor shall perform the following:

1. Maintain the CLPSS Security Plan in conformance with the NIST 800-53 guidelines. This includes ensuring compliance with database backup & restoration, Continuity of Operations/Disaster Recovery Plans, Security Awareness Training, Server and Network Monitoring and Vulnerability Assessment, Operating System Patch Updates, Software Maintenance Upgrades, and Application Access Control and Password Guidelines.
2. Perform security activities including self-assessment and third-party audits to ensure compliance with EPA, government requirements, and Presidential Executive Orders,

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3. Perform database, application, and web server security scan 3x per week in accordance with Agency policy.
4. Maintain all necessary software security patches to the Operating System (OS) and Database (DB) as applicable.
5. Conduct backup of entire CLPSS environments daily using current software for the production server to ensure no loss of data. Two types of backups shall be performed each evening: a backup to the server on which the database resides and a backup to an external tape drive. In addition, an Oracle export dump will be performed each morning. Backups will be stored on servers adequate to hold all CLPSS data. Audit logs must be retained. Backup media should be stored in a secure, geographically separate location from the original and isolated from environmental hazards.
6. Perform routine Information Security Continuous Monitoring (ISCM) activities for all CLPSS applications/tasks in the development, test, staging, maintenance, and production environments. Security scans of the entire CLPSS hosting environment to be performed three times a week, and remediation of critical and high vulnerabilities within 48 hours, medium vulnerabilities within 72 hours and low vulnerabilities within 1 week. Monitor CLPSS continuously year-round to ensure all NIST 800-53 security controls remain in compliance and working as intended.
7. Authority to Operate (ATO) Support. Provide support to ASB and a Third Party Assessor (currently Federal Aviation Administration (FAA)'s Enterprise Services Center (ESC)) during the annual Continuous Monitoring Assessment (CMA) by preparing CMA documents to be uploaded into XACTA prior to the assessment, addressing any assessor questions and inquiries during the assessment, replying to the assessment findings, creating Plan of Actions and Milestones (POA&Ms), and updating the CLPSS Security Plan (SP) in response to the final CMA assessment report. The current ATO will expire on December 6, 2022.
8. Conduct yearly security awareness training with staff based on security guidelines and complete EPA annual security awareness training. Any Contractor dealing with routine security processes must also complete EPA specific Role Based security training as directed by the Agency.

### **3.6.7 CLPSS CONTINUITY OF OPERATIONS PLAN (COOP)/ PREPAREDNESS/DISASTER RECOVERY PLAN (DPRP)**

The CLPSS maintains a Continuity of Operations Plan/Preparedness/Disaster Recovery Plan (DPRP) in the event of a disaster. A disaster is defined as an unforeseen event that significantly jeopardizes QSS's ability to provide access to CLPSS and impedes the timeliness of contract deliverables within the pre-defined timelines, and which cannot be resolved within the affected site using routine restoration measures. Examples of major catastrophes are: Natural Disasters – including earthquakes, tornadoes, hurricanes, floods, lightning storms, fires, epidemics, and blizzards; System Issues – including hardware failures and data communication outages; and Subversive Acts – including sabotage and terrorism. The plan shall ensure continuous business

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operations for all CLPSS activities. In case of a disaster, the Contractor shall follow its DPRP/COOP until replacement hardware/software can be acquired and installed. The Contractor shall ensure that upon declaration of a disaster, the plan activates the recovery team. The recovery team shall consist of QSS PM and designated QSS staff with access to personal email addresses and phone numbers for personnel designated in the event the COOP is initiated.

The Contractor shall perform the following:

1. Maintain and update the CLPSS Disaster Recovery Plan (DPRP) to support the reconstitution of CLPSS should a disaster arise and implement the Continuity of Operations Plan (COOP) whenever changes occur in the disaster recovery procedures or as requested by ASB.
2. Conduct annual Tabletop Exercises along with Functional COOP Exercises and simulate activating the COOP. The CLPSS COOP will be updated based on the results of these annual exercises.

### **3.7 QUALITY ASSURANCE TECHNICAL SUPPORT (QATS)**

A quality system provides the framework for planning, implementing, assessing, and improving work performed while conducting quality assurance and quality control activities. The analytical laboratories are responsible for developing and implementing a Quality System compliant with the requirements of the EPA CIO 2105.0 *Specifications and Guidelines for Quality Systems for Environmental Data Collection and Environmental Technology Programs*. The QSS Contractor shall provide comprehensive quality assurance technical support to ensure that analytical data generated through the Contract Laboratory Program (CLP) meet the technical and analytical needs of Superfund and the EPA.

The Contractor shall provide support in the following areas: Data Package & Electronic Media Auditing; On-Site Laboratory Auditing; Quality Documents Review; and Data Verification & Validation Services. These services assist ASB with monitoring laboratory performance and ensuring data produced by the laboratories are of known and documented quality and meet the requirements of EPA's CIO 2105.0 policy.

The Contractor shall support the following sub-tasks:

#### **3.7.1 DATA PACKAGE & ELECTRONIC MEDIA AUDITING**

Data package and electronic media audits provide the EPA with an in-depth inspection and evaluation of a laboratory's data package with regard to achieving QA/QC acceptability. These audits enable the EPA to evaluate the implementation, precision, and accuracy of the analytical methods. The audits are performed to support program overview, adherence to contractual requirements and data consistency, and identification and/or investigation of data quality concerns. Periodic, routine, non-routine, and special investigative in-depth data package and electronic media audits shall be conducted on data packages and electronic media deliverables submitted by

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the analytical laboratories. During the audit, an item-by-item review is conducted, which cross compares the information reported on the data package and electronic media deliverables.

The Contractor shall perform the following:

1. Assist with the planning including scheduling and laboratory documents/files request for the data package and electronic media audits of the analytical laboratories.
2. Prepare ASB-approved SOW-based standardized checklists to record observations and contractual non-compliances during data package and electronic media audits.
3. Review data packages and electronic media files, for contract reporting completeness and technical compliance, as well as overall data integrity. The data packages shall be reviewed for instrument parameters/wavelengths, integration/quantization procedures, calculations, accuracy of analyte identification, recoveries, analytical sequence requirements, detection limits, standard concentrations used, flagging of results, chromatography, calibrations, readability/completeness of electronic media and adherence to quality control requirements. Electronic media files, including Staged Electronic Data Deliverable (SEDD) files, data system processed files, and raw (unprocessed) instrument files including system-generated audit trail, shall be reviewed for characteristics such as readability and file structure; contract completeness including instrument tuning and overall system performance; initial calibration; continuing calibration; user-generated libraries; analyte identification and quantitation; system contamination; compliance with contract requirements as well as good laboratory practices for documentation, ethical conduct, and data integrity. SEDD file audits shall be completed with file processing outside of CLPSS (e.g., EXES).
4. Develop and/or maintain an organized compilation of data package and electronic media review information for the purposes of trend analyses for monitoring performance of CLP and other laboratories, summarization, and report preparation.
5. Prepare and distribute reports summarizing data package and electronic media audit activities.
6. Maintain proper Chain-of-Custody on all data packages and electronic media deliverables which shall include, but not be limited to, the requirement that data packages and electronic media deliverables be stored in a secure room or server with restricted access.

### **3.7.2 ON-SITE LABORATORY AUDITS**

The Contractor shall provide auditing support for performing pre-award, post-award, and special investigative on-site laboratory audits of the analytical laboratories supporting the CLP. The On-Site Laboratory Audits are performed to monitor the laboratory's ability to meet the analytical contract and technical requirements. Auditors inspect the analytical laboratory facility to verify the adequacy and maintenance of instrumentation, personnel, and the acceptable performance of analytical and QC procedures. The audits will typically be on-site at the facility, but if deemed necessary by EPA may also be virtual/remote. The Contractor shall be identified as a Contractor to ASB and be in the presence of an EPA-designated representative. All contractual questions shall

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be referred to the ASB-designated representative. The Contractor shall not provide any specific direction or recommendation to the auditee.

See the following EPA guidance for additional information:

*U.S. EPA Guidance on Technical Audits and Related Assessments for Environmental Data Operations*, EPA QA/G-7, 2000: <https://www.epa.gov/quality/guidance-technical-audits-and-related-assessments-environmental-data-operations-epa-qag-7>

The Contractor shall perform the following:

1. Prepare ASB-approved SOW-based standardized checklists to record observations and contractual non-compliances during the site visits.
2. Assist with the scheduling, planning, and requesting of laboratory documents/files prior to the on-site audit.
3. Execute the on-site laboratory audit, with collaboration of the EPA. This includes preparing audit schedules, participating in opening and closing meetings, interviewing necessary personnel, reviewing instrumentation and documentation, and documenting non-compliances and deficiencies.
4. Prepare information material packages in preparation for the on-site laboratory audit to include, but not limited to, data reviews, electronic media reviews, EPA Regional review information, contract compliance screening (CCS) reports, exception/trend reports, PT sample performance, and/or special requests from EPA officials. Each report should identify problems with the submitted data, recommend potential corrective actions, and be prepared in accordance with format and reporting criteria provided by ASB.
5. Develop and maintain an organized compilation of on-site audit data and information for the purposes of trend analyses for monitoring performance of analytical laboratories, summarization, and report preparation.
6. Prepare and distribute reports summarizing the on-site laboratory audit activities.

### **3.7.3 QUALITY DOCUMENTS REVIEW**

The analytical laboratories are responsible for developing and implementing Quality Assurance Management Plans (QMPs), Quality Assurance Project Plans (QAPPs) and Standard Operating Procedures (SOPs) in accordance with EPA Policy and the analytical contracts. The QSS Contractor shall provide support in the review of QMPs, QAPPs, and SOPs provided by the analytical laboratories. The review shall be based upon objective audit criteria provided by ASB.

The Contractor shall perform the following:

1. Maintain and track QMPs, QAPPs, and SOPs submissions per laboratory.

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2. Develop, maintain, and perform reviews of QMPs, QAPPs, and SOPs for adherence to ASB-provided guidance and materials as well as analytical SOWs. These reviews are likely to occur prior to on-site laboratory audits.
3. Develop and maintain an organized compilation of submission information and results for the purposes of trend analyses for monitoring performance of analytical laboratories, summarization, and report preparation.

### **3.7.4 DATA VALIDATION SERVICES**

Data validation is a key step in an environmental data collection project. Data validation is performed to determine the analytical quality of a specific data set with respect to Regional data validation SOPs, NFGs, QAPP, or as directed. Data validation can also be used to evaluate integrity and suitability of a data set. The Contractor shall support ASB with the data validation of analytical data received from laboratories.

See the following EPA guidances for additional information:

- *U.S. EPA Superfund Contract Laboratory Program National Functional Guidelines for Data Review*: <https://www.epa.gov/clp/superfund-clp-national-functional-guidelines-nf-gs-data-review>
- *U.S. EPA Guidance on Environmental Data Verification and Data Validation*, EPA QA/G-8, 2002: <https://www.epa.gov/quality/guidance-environmental-data-verification-and-data-validation>
- *U.S. EPA Guidance for Labeling Externally Validated Laboratory Analytical Data for Superfund Use*, [EPA 540-R-08-005](#), 2009 staged approach.

The Contractor shall perform the following:

1. Prepare ASB-approved standardized checklists and process to record observations, non-compliances, and data usability during the data validation activities.
2. Develop data validation procedures, which may be used for inorganic, organic, and high-resolution dioxin/furans, and PCB 209 congener data sets.
3. Perform data validation on analytical data sets to ensure the data package is complete and conforms to the intended purpose.
4. Prepare and distribute reports summarizing the data validation activities.

### **3.8 OTHER ANALYTICAL METHODS SUPPORT (OAMS)**

The Contractor shall assist with providing analytical services through subcontracting mechanisms for other analytical methods not currently offered under the CLP. These analytical services may include, but are not limited to, Per- and polyfluoroalkyl substances (PFAS), Asbestos, Volatiles in Air, Herbicides, Gas/Diesel Range Organics, Incremental Sampling Method, or In-Vitro



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Bioaccessibility. Samples analyzed under OAMS will be collected primarily from hazardous waste sites nationwide, for the purpose of enforcement, characterization, and remedial action. Samples will be scheduled, tracked, inspected, assessed, and reported (Sections 3.2- 3.3) as a CLP case in CLPSS (Section 3.6), information maintained and reported in accordance with Section 3.5, and adhere to quality requirements in Section 3.7. The Contractor shall be responsible for the monthly invoicing of all subcontractor costs.

The Contractor shall provide commercial laboratories that follow CLP procedures and processes and are referred to in the PWS as QSS-provided laboratories. These laboratories shall be pre-qualified to demonstrate capability and compliance with analytical methods and reporting requirements and will be required to perform in accordance with an EPA-approved analytical SOWs. The analytical SOWs would prescribe sample receipt, analytical methods/matrices, quality assurance, and reporting requirements, similar to the requirements found in the CLP SOWs.

The OAMS services serve as a cost-effective option utilizing CLP processes (e.g., scheduling, tracking, CCS), resources (e.g., informational and guidance documents and reports), functional applications (e.g., ASR, EXES, EDM), and best practices. The QSS Contractor shall utilize OAMS to provide an ancillary laboratory analysis service leveraging CLP's processes, procedures, and systems to the fullest extent possible in accordance with all EPA requirements. The QSS Contractor shall establish the OAMS laboratory community for the explicit purpose of providing ancillary laboratory analysis services to ASB. The QSS Contractor is responsible for ensuring the QSS Laboratory performing the OAMS services meet the quality requirements of this contract.

The Contractor shall support the following:

1. Develop a process to establish an outsourced ancillary laboratory analysis service, not tied to any specific analytical methodology, that can be used to solicit individual and program-wide regional requirements services that cannot be met through existing CLP contract vehicles.
2. Evaluate, modify, and update CLP procedures (Sections 3.2- 3.7), in accordance with EPA-approved analytical OAMS SOWs and EPA-approved SOPs.
3. Evaluate and provide recommendations to CIS regarding CLPSS and QSS Procedures to determine how they can be adapted for OAMS.
4. With the support of SMO (Section 3.1), procure QSS Laboratory OAMS services, as directed.
5. Operate, maintain, and upgrade the Other Analytical Method services to accommodate customer requirements, data reporting, scheduling, and tracking procedures.

**SOURCE SELECTION SENSITIVE INFORMATION – SEE FAR 3.104**

**Table 1. QSS Performance Standards**

Performance Requirements, Quality Performance Criteria, Acceptable Quality Levels, and Method of Surveillance

<b>Performance Requirements</b>	<b>Quality Performance Criteria</b>	<b>Acceptable Quality Levels</b>	<b>Method of Surveillance</b>
<b>Records of Communication (ROCs)</b>	Detailed and correct information completed and distributed within time frame specified in the QSS Task Area.	95% Timeliness 90% Accuracy 95% Complete	<ul style="list-style-type: none"> <li>• Review Record</li> <li>• Review Monthly Progress Report</li> <li>• Conduct Random Audit</li> <li>• Customer Feedback</li> </ul>
<b>Proficiency Testing</b>	Procure and score PT samples within timeframe specified in the QSS Task Area.	95% Timeliness 90% Accuracy 95% Complete	<ul style="list-style-type: none"> <li>• Review Monthly Progress Report</li> <li>• Verify Receipt of Deliverables</li> <li>• Conduct Random Audit</li> <li>• Customer Feedback</li> </ul>
<b>Sample Scheduling and Tracking (SST) / Data Assessment Support (DAS) / Sample Invoice Processing (SIP)</b>	Detailed and correct information completed and distributed within time frame specified in the QSS Task Area.	95% Timeliness 90% Accuracy 95% Complete	<ul style="list-style-type: none"> <li>• Inspect Deliverables</li> <li>• Review Monthly Progress Report</li> <li>• Customer Feedback</li> <li>• Conduct Random Audit</li> <li>• Conduct Status Meetings</li> </ul>
<b>Customer Service – Support to Laboratory, ASB, and Customer Inquiries</b>	Detailed and correct information completed and distributed within (2) business days from the date communication is received.	95% Timeliness 90% Accuracy 95% Complete	<ul style="list-style-type: none"> <li>• Review Correspondence</li> <li>• Customer Feedback</li> <li>• Review Monthly Progress Report</li> <li>• Conduct Random Audit</li> </ul>
<b>Deliverables – Production and Distribution of Reports</b>	Detailed and correct information completed and distributed within timeframe specified in contract, Task Order delivery schedule, or Technical Direction Document.	95% Timeliness 90% Accuracy 95% Complete	<ul style="list-style-type: none"> <li>• Inspect Deliverables</li> <li>• Review Monthly Progress Report</li> <li>• Verify Receipt of Deliverables</li> <li>• Customer Feedback</li> <li>• Conduct Random Audit</li> <li>• Conduct Status Meetings</li> </ul>
<b>Superfund Enforcement Support (SES)</b>	Detailed and correct information completed and distributed within time frame specified in the Task	95% Timeliness 90% Accuracy 95% Complete	<ul style="list-style-type: none"> <li>• Review Monthly Progress Report</li> <li>• Verify Receipt of Deliverables</li> <li>• Conduct Status Meetings</li> </ul>

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	Order or Technical Direction Document.		<ul style="list-style-type: none"> <li>• Conduct Random Audit</li> <li>• Customer Feedback</li> </ul>
<b>Information Technology – General</b>	Maintain, operate, develop, update, test, and enhance automated systems and CLP website within timeframe specified in Task Order or Technical Direction Document.	<p>95% Timeliness 90% Accuracy 95% Complete</p>	<ul style="list-style-type: none"> <li>• Review Monthly Progress Report</li> <li>• Conduct Status Meetings</li> <li>• Inspect System/ Website</li> <li>• Verify Receipt of Deliverables</li> <li>• Customer Feedback</li> <li>• Conduct Random Audit</li> </ul>
<b>Information Technology – Contract Laboratory Program Support System (CLPSS) Portal</b>	System is operational 24 hours/day, with emphasis placed 8:00 AM ET – 8:00 PM ET without downtime unless otherwise scheduled.	<p>100% Availability not including scheduled CLPSS downtime or unforeseen event or issue beyond QSS’s control.</p>	<ul style="list-style-type: none"> <li>• Conduct Random Testing</li> <li>• Inspect System</li> <li>• Customer Feedback</li> <li>• Review Monthly Progress Report</li> <li>• Conduct Status Meetings</li> </ul>
<b>Information Technology – CLPSS Portal Helpdesk</b>	Helpdesk calls/emails answered within two (2) hours of initial contact from 8:00 AM ET to 8:00 PM ET.	<p>95% Timeliness 90% Accuracy 95% Complete</p>	<ul style="list-style-type: none"> <li>• Review Monthly Helpdesk Reports</li> <li>• Conduct Random Audit</li> <li>• Customer Feedback</li> </ul>
<b>Quality Assurance Technical Support (QATS)</b>	Detailed and correct information completed and distributed within time frame specified in the Task Order or Technical Direction Document.	<p>95% Timeliness 90% Accuracy 95% Complete</p>	<ul style="list-style-type: none"> <li>• Review Monthly Progress Report</li> <li>• Verify Receipt of Deliverables</li> <li>• Conduct Status Meetings</li> <li>• Conduct Random Audit</li> <li>• Customer Feedback</li> </ul>
<b>Other Analytical Methods Support (OAMS)</b>	Detailed and correct information completed and distributed within time frame specified in the Task Order or Technical Direction Document.	<p>95% Timeliness 90% Accuracy 95% Complete</p>	<ul style="list-style-type: none"> <li>• Inspect Deliverables</li> <li>• Review Monthly Progress Report</li> <li>• Customer Feedback</li> <li>• Conduct Random Audit</li> <li>• Conduct Status Meetings</li> </ul>

**SOURCE SELECTION SENSITIVE INFORMATION – SEE FAR 3.104**

**Table 2. Automated EXES Review Criteria**

Examples of the automated EXES Review Criteria. Criteria subject to change.

<b>Value</b>	<b>VOA-Trace</b>	<b>VOA</b>	<b>SVOA</b>	<b>SVOA-SIM</b>	<b>PEST</b>	<b>ARO</b>
Relative Response Factor (RRF)	√	√	√	√		
Mean RRF	√	√	√	√		
% Difference RRF	√	√	√	√		
Standard Deviation	√	√	√	√	√	√
% Relative Standard Deviation (% RSD)	√	√	√	√	√	√
% Ratio	√	√	√	√		
Cleanup Factor			√	√	√	√
Calibration Factor					√	√
Mean Calibration Factor					√	√
% Difference	√	√	√	√	√	√
% Difference Calibration Factor					√	√
Performance Evaluation Mixture (PEM) % Difference					√	
Combined % Breakdown of DDT and Endrin					√	
DDT % Breakdown					√	
Endrin % Breakdown					√	
Internal Standard Retention Limit High	√	√	√	√	√	√
Internal Standard Retention Limit Low	√	√	√	√		
Retention Time High					√	√
Retention Time Low					√	√
Mean Retention Time					√	√
Contract Holding Time for Extraction and Analysis	√	√	√	√	√	√
Technical Holding Time for Extraction and Analysis	√	√	√	√	√	√
Intermediate Result	√	√	√	√	√	√
Expected Value	√	√	√	√	√	√
Matrix Spike % Recovery	√	√	√	√	√	√
Relative % Difference	√	√	√	√	√	√
Deuterated Monitoring Compound (DMC) % Recovery	√	√	√	√	√	√
Laboratory Control Sample (LCS) % Recovery					√	√
Adjusted Contract Required Quantitation Limit (CRQL)	√	√	√	√	√	√
Analyte Concentration	√	√	√	√	√	√
Expected Result	√	√	√	√	√	√
Peak Concentration	√	√	√	√	√	√
% Difference Column					√	√
Adjusted Total Volume		√				
Internal Standard Response High	√	√	√	√		
Internal Standard Response Low	√	√	√	√		

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<b>Value</b>	<b>ICP-AES</b>	<b>ICP-MS</b>	<b>Hg</b>	<b>CN</b>
Contract Holding Time for Analysis	√	√	√	√
Technical Holding Time for Analysis	√	√	√	√
Instrument Calibration % Difference	√	√	√	√
Initial Calibration Verification (ICV)/ Continuing Calibration Verification (CCV) % RSD	√	√		
ICV/CCV % Recovery	√	√	√	√
Matrix Spike % Recovery	√	√	√	√
Duplicate % Relative Difference (%RPD)	√	√	√	√
LCS % R	√	√		
Serial Dilution % Difference	√	√		
Internal Standard % RI		√		
Adjusted CRQL	√	√	√	√
Analyte Concentration	√	√	√	√
Expected Result	√	√	√	√
<b>Value</b>	<b>Dioxins/Furans &amp; CBC</b>			
Contract Holding Time for Analysis		√		
Technical Holding Time for Analysis		√		

**SOURCE SELECTION SENSITIVE INFORMATION – SEE FAR 3.104**

***Table 3. Glossary of Terms***

ASQ/ANSI E4	American National Standard, Specifications and Guidelines for Quality Systems for Environmental Data Collection and Environmental Technology Programs
ASR	Analytical Services Request
ASRC	Analytical Services Reporting Center
ASB	Analytical Services Branch
BI	Business Intelligence
CASC	Combined Analytical Services Contracts
CCS	Contract Compliance Screening
CERCLA	Comprehensive Environmental Response, Compensation and Liability Act
CIO	Chief Information Officer (EPA)
CIS	Contract Laboratory Program Support System (CLPSS) Infrastructure Support (PWS Section 3.6)
CLP	Contract Laboratory Program
CLPSS	Contract Laboratory Program Support System
CMMI	Capability Maturity Model Integration
CO	Contracting Officer (EPA)
COC	Chain of Custody
COOP	Continuity of Operations Plan
COR	Contracting Officer’s Representative (EPA)
CPAR	Contractor Performance Assessment Reporting System
CRQL	Contract Required Quantitation Limits
CSF	Complete Sample Delivery Group (SDG) File
DAS	Data Assessment Support (PWS Section 3.3)
DRD	Data Receipt Date
DOJ	Department of Justice
DPRP	Disaster Preparedness/Recovery Plan
EPA	Environmental Protection Agency
ET	Eastern Time
EXES	Electronic Data eXchange and Evaluation System
EDM	EXES Data Manager
FA	Full Assessment
FAR	Federal Acquisition Regulation
FedRAMP	Federal Risk and Authorization Management Program
FISMA	Federal Information Security Management Act
FOIA	Freedom of Information Act
FRA	Federal Records Act
FRC	Federal Records Center
FY	Fiscal Year
HRSM	High Resolution Superfund Methods
HSPD-12	Homeland Security Presidential Directive 12
IA	Initial Assessment
IT	Information Technology

**SOURCE SELECTION SENSITIVE INFORMATION – SEE FAR 3.104**

LCM	Life Cycle Management
LCS	Laboratory Control Sample
MA	Modified Analyses
MDL	Method Detection Limit
NARA	National Archives and Records Administration
NFG	National Functional Guidelines
OAMS	Other Analytical Methods Support (PWS Section 3.8)
OAS	Office of Acquisition Solutions (EPA)
OBLR	Office of Brownfields and Land Revitalization (EPA)
OBI	Oracle Business Intelligence
OCFO	Office of Chief Financial Officer (EPA)
OGC	Office of General Counsel (EPA)
OIG	Office of Inspector General (EPA)
OLEM	Office of Land and Emergency Management (EPA)
ORC	Office of Regional Counsel (EPA)
OSRTI	Office of Superfund Remediation and Technology Innovation (EPA)
PDF	Portable Document Format
PFAS	Per- and Polyfluoroalkyl Substances
PM	Program Manager (ASB and QSS)
PS	Performance Standard
PSA	Performance Scheduling Algorithm
PT	Proficiency Testing
PWS	Performance Work Statement
QA	Quality Assurance
QAPP	Quality Assurance Project Plan
QA/QC	Quality Assurance/Quality Control
QATS	Quality Assurance Technical Support (PWS Section 3.7)
QMP	Quality Management Plan
QSS	Quality and Sample Support
ROC	Records of Communication
RTP-FC	Research Triangle Park - Finance Center
SARA	Superfund Amendments and Reauthorization Act
SCORPIOS	Superfund Cost Recovery and Imaging Online System
SDG	Sample Delivery Group
SEDD	Staged Electronic Data Deliverable
SES	Superfund Enforcement Support (PWS Section 3.5)
SFAM	Superfund Analytical Methods
SIP	Sample Invoice Processing (PWS Section 3.4)
SMO	Sample Management Operations (PWS Section 3.1)
SOP	Standard Operating Procedures
SOW	Statement of Work
SSID	Site/Spill Identifier
SST	Sample Scheduling and Tracking (PWS Section 3.2)
TDD	Technical Direction Document
TO	Task Order

**SOURCE SELECTION SENSITIVE INFORMATION – SEE FAR 3.104**

TO COR	Task Order Contracting Officer Representative (EPA)
TR/COC	Traffic Report/Chain of Custody
XML	Extensible Markup Language