

## **[INSTALLATION]**

### **1.0 Background and Introduction**

This requirement is for environmental remediation services for [##] sites at the following installation: [installation name], located at [city, state].

[briefly describe the installation and remediation requirement in one or more paragraphs here]

The Contractor shall be responsible for fully executing the Guaranteed Fixed Price Remediation (GFPR) approach under a Performance-Based Acquisition (PBA), by: conducting required environmental restoration services for which the United States Department of the Army (the "Army") is statutorily responsible; addressing any and all unforeseen environmental, scheduling, and regulatory issues; and, assuming contractual liability and responsibility for the achievement of the performance objectives for the cleanup sites at the [Installation] (the "Installation") identified in this Performance Work Statement (PWS), including any sites with off-installation contamination for which the Army is responsible. Contractors should note that "Unforeseen environmental issues" include unknown and/or varied concentrations of contaminants at cleanup sites (off-installation areas included) identified in this PWS, but not unknown sites (e.g., sites not identified in this PWS).

[The following list of required capabilities will be installation-specific and may require revision of the "following note" and Section 2.0.] The contractor must possess all the required expertise, knowledge, equipment and tools required to meet or exceed the government's objectives identified in this PWS in accordance with established industry standards. The Contractor must have the capability and experience to perform, or provide, a wide range of investigative, remedial design, remedial construction, and remediation services required for hazardous substance and waste sites, munitions and explosives of concern (MEC), and chemical warfare materiel (CWM). [The following note will be installation-specific] Contractors should note that under this PWS the Contractor will not perform MEC/CWM work; however, the Contractor should be familiar with and be able to recognize MEC/CWM and then notify the Army of the potential condition. Work will include, for example, site investigation, site characterization, evaluation of remedial alternatives, remedial design, remedial construction, remediation of contaminated sites, remedial action (operations), and long-term management.

It is the Contractor's responsibility to comply with all applicable federal, state and local laws and regulations and to fulfill the performance objectives of this PWS in a manner that is consistent with any applicable orders or permits, all existing and future cleanup agreements or guidance for the Installation, and relevant Department of Defense (DoD) and Army policy, for the duration of the contract. It is the Contractor's responsibility to comply with all necessary insurance requirements, specifically set forth in Section 7.3.

[The following paragraph will be installation-specific.] The Contractor must perform all the necessary environmental remediation work as required to meet the performance objectives of this PWS. Remediation is being conducted pursuant to Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA), as amended by the Superfund Amendments and Reauthorization Act (SARA), and National Oil and Hazardous Substances Contingency Plan (NCP) requirements, with regulatory coordination, as appropriate, of the [State Agency] and the United States Environmental Protection Agency (USEPA) Region [Number]. Additionally work may be conducted pursuant to Resource Conservation Recovery Act (RCRA) or other applicable authorities. [delete this last sentence if not applicable]

## **[INSTALLATION]**

[The following paragraph will be installation-specific.]The Installation was proposed for the National Priorities List (NPL) in [Date] due to [Reason]. The Installation was placed on the NPL in [Date]. [Regulatory Agencies] and the Army signed a Federal Facilities Agreement (FFA) on [Date].

[The following paragraph will be included for installations with unregulated contaminants and CERCLA as the regulatory driver.]Certain pollutants or contaminants (P/C) may be an issue at sites covered by this PWS. Cleanup of P/C may be warranted if the P/C presents an imminent and substantial endangerment to the public health or welfare that results in an unacceptable risk. P/C, as defined in CERCLA, typically do not have a federally promulgated maximum contaminant limit (MCL). For any such P/C, or any other chemical, that does not have a federally promulgated MCL, but does have a finalized reference dose (RfD) or slope factor listed in USEPA's Integrated Risk Information System (IRIS) database, that RfD or slope factor should be incorporated in the NCP risk assessment process. However, funding will not be provided for responses that are not in full compliance with CERCLA, RCRA, the Defense Environmental Restoration Program (DERP), and DoD and Army policy. Additionally, state standards will only be analyzed through the CERCLA applicable or relevant and appropriate requirement (ARAR) process.

[The following paragraph will be included for installations with unregulated contaminants and RCRA as the regulatory driver.]Certain pollutants or contaminants (P/C) may be an issue at sites covered by this PWS. Cleanup of P/C may be warranted if the P/C presents an imminent and substantial endangerment to the public health or welfare that results in an unacceptable risk. P/C typically do not have a federally promulgated maximum contaminant limit (MCL). For any such P/C, or any other chemical, that does not have a federally promulgated MCL, but does have a finalized reference dose (RfD) or slope factor listed in USEPA's Integrated Risk Information System (IRIS) database, that RfD or slope factor should be incorporated in the risk assessment process. However, funding will not be provided for responses that are not in full compliance with CERCLA, RCRA, the Defense Environmental Restoration Program (DERP), and DoD and Army policy. Additionally, state standards will only be analyzed through the appropriate statutory analysis for applicable standards and requirements.

## **2.0 Types of Services Required**

[The following paragraph will be PWS and contract-specific. Pick one of the following based upon the contract vehicle being used. This section also ties to Section 1.0, paragraph 2]

### **LOUISVILLE MARC**

This PWS includes broad spectrum environmental services. Task Orders under this contract may include, but are not limited to, all aspects of CERCLA, RCRA and NEPA phases of remedial study and construction associated with environmental restoration. There will be no A/E design services except for those aspects incidental to remedial action. **Hazardous Toxic and Radioactive Waste (HTRW) & MEC are included**

### **OMAHA FPRI**

This PWS includes a wide range of environmental remediation services. Work will include, but is not limited to, site investigations/ characterizations, studies, evaluations, incidental designs, incidental construction, and remediation of contaminated sites in order to achieve the primary

## [INSTALLATION]

objective at most sites of regulatory closure. HLRW, Unexploded Ordnance (UXO), and Munitions and Explosives of Concern (MEC) are excluded.

### SACRAMENTO IDIQ

This PWS includes Engineering, Investigation, Remediation, and Operation & Maintenance activities as described in Sections 2.1, 2.2, 2.3, and 2.4 of the basic contract. Hazardous Toxic and Radioactive Waste (HTRW) and Ordnance and Explosive (OE) are included.

### 3.0 Performance Objectives and Standards

The Contractor shall be required to furnish all plant, labor, materials and equipment necessary to meet the performance objectives and standards identified in Table 1 below. The current status of the remediation efforts for each site can be found in the documents provided in Table 2 of this Performance Work Statement (PWS).

[Note: Table 1 may be specified by media type (e.g., Soil sites should be able to go to RC; Groundwater is more likely to be RIP)]

**Table 1: Performance Requirements Summary.**

<i>Performance Objective</i>	<i>Performance Standards</i>
Approved Project Management Plan (PMP) and Quality Assurance Surveillance Plan (QASP): <ul style="list-style-type: none"><li>• Draft PMP and QASP within 30 days of contract award,</li><li>• Final PMP and QASP within 30 days of receipt of COR comments on the drafts.</li></ul>	Army approval through the Contracting Officer's Representative (COR).
Achieve Remedy in Place (RIP) at the following sites by [Date]: <ul style="list-style-type: none"><li>• [List of RIP Sites]</li></ul> Upon achievement of RIP, perform Remedial Action (Operations) (RA(O)) at the above sites for the duration of the contract or until achievement of Response Complete (RC), whichever comes first. Upon achievement of RC, perform any necessary Long-Term Management (LTM) at the above sites for the duration of the contract.	Compliance with the FFA and associated schedule [if applicable]  Army approval through the COR and Regulator approval/concurrence/acceptance [depending upon regulatory structure] (e.g., receipt of documentation confirming RIP/RC; RA(O)/LTM exit or ramp down strategy; RA(O)/LTM reports incorporating requirements of the exit or ramp down strategy).
Perform RA(O) at the following sites for the duration of the contract or until achievement of RC, whichever comes first: <ul style="list-style-type: none"><li>• [List of RA(O) Sites]</li></ul> Upon achievement of RC, perform any necessary Long-Term Management (LTM) at the above sites for the duration of the contract.	Army approval through the COR and Regulator approval/concurrence/acceptance (e.g., RA(O)/LTM exit or ramp down strategy; RA(O)/LTM reports incorporating requirements of the exit or ramp down strategy).

**[INSTALLATION]**

<i>Performance Objective</i>	<i>Performance Standards</i>
<p>Achieve RC at the following sites by [Date]:</p> <ul style="list-style-type: none"> <li>[List of RC Sites]</li> </ul> <p>Upon achievement of RC, perform any necessary Long-Term Management (LTM) at the above sites for the duration of the contract.</p>	<p>Compliance with FFA and associated schedule [if applicable]</p> <p>Army approval through the COR and Regulator  <b>approval/concurrence/acceptance</b> (e.g., receipt of documentation confirming RC; RA(O)/LTM exit or ramp down strategy; RA(O)/LTM reports incorporating requirements of the exit or ramp down strategy).</p>
<p>Perform any necessary LTM at the following sites for the duration of the contract:</p> <ul style="list-style-type: none"> <li>[List of LTM Sites]</li> </ul>	<p>Army approval through the COR and Regulator  <b>approval/concurrence/acceptance</b> (e.g., RA(O)/LTM exit or ramp down strategy; RA(O)/LTM reports incorporating requirements of the exit or ramp down strategy).</p>
<p>For all remedies, optimize capital and long-term costs.</p>	<p>Acceptance by the COR that the Contractor has demonstrated that the proposed remedy represents the lowest 30-year present worth cost to the Army, and is acceptable to the regulators.</p>
<p>Complete all [CERCLA 121(c) or Remedy (if RCRA) reviews required for the sites identified above, for the duration of the contract.</p> <p>Correct any deficiencies noted in [the CERCLA 121(c) or Remedy (if RCRA) reviews.</p> <p>Consolidate [CERCLA 121(c) or Remedy (if RCRA) reviews into a single installation-wide review conducted at the conclusion of the contract.</p>	<p>Army approval through the COR and Regulator  <b>approval/concurrence/acceptance</b> (e.g., formal documentation accepting the reviews and any corrections).</p>
<p>[Additional installation-specific performance objectives, such as "Achieve levels of &lt;2ppb RDX at the identified point of compliance."]</p>	<p>Army approval through the COR and Regulator approval or concurrence (e.g., documentation acknowledging that objective was achieved in a manner acceptable to Army and Regulators).</p>

Contractors should note that Remedy in Place, Remedial Action (Operations), Response Complete, and Long-Term Management are terms used for Defense Environmental Restoration Program. These terms are defined in Attachment C.

RIP or RC will be attained upon the finalization of appropriate written documentation certifying that site remediation has met identified response objectives and no further action is necessary, subject to any requirement for RA(O) and/or LTM. Contractors should note that when RA(O), LTM and/or a [CERCLA 121(c) or Remedy (if RCRA) review is necessary as a result of the Contractor's remediation activities at a site, the Contractor shall be responsible for the following:

- Performing the required RA(O) and/or LTM at that site for the duration of the contract.

## **[INSTALLATION]**

- Conducting any **CERCLA 121(c) or Remedy (if RCRA)** reviews required at that site for the duration of the contract.
- **CERCLA 121(c) or Remedy (if RCRA)** reviews conducted during the duration of the contract constitute a Government Inspection of Services. The Contractor will correct any problems and/or deficiencies noted within **CERCLA 121(c) or Remedy (if RCRA)** reviews or any Contractor furnished service or submittal. Any service or submittal performed that does not meet contract requirements shall be corrected or re-performed by the Contractor and at no additional cost to the Government. Corrective action must be certified and approved by the COR. If the Contractor performs any task unsatisfactorily and all defects are not corrected, the Government reserves the right to terminate the contract for default. In addition, the Government reserves its rights under FAR clause 52.246-4, "Inspection of Services – Fixed Price, for further remedies concerning a Contractor's failure to perform in conformance with contract requirements. If the Contractor is conducting RA(O) or LTM, or completing a **CERCLA 121(c) or Remedy (if RCRA)** review, for a remedy that they did not implement or modify (i.e., an on-going pump and treat system inherited as part of the PBA scope), correction of substantive remedy deficiencies noted during RA(O), LTM or within a **CERCLA 121(c) or Remedy (if RCRA)** review which may require modification of that remedy are considered outside the scope of this contract effort.

There may be multiple milestones and/or deliverables for each performance objective (see Section 4.3). Partial payments will be based on successful completion of the milestones. Final decisions regarding the adequacy of milestone and deliverable completion resides with the **[Installation]**'s COR (see Section 7.4), with appropriate acceptance and approval of necessary site remediation documentation by regulators, consistent with applicable regulatory drivers listed in Section 1.0 of this PWS. For the duration of the contract, the Contractor shall remain responsible for correction of remedy deficiencies noted during RA(O), LTM, and **CERCLA 121(c) or Remedy (if RCRA)** reviews.

### **4.0 Project Management**

The PBA approach requires careful coordination of project activities to ensure that all stakeholders are kept informed of the project status, existing or potential problems, and any changes required to prudently manage the project and meet the needs of the Installation's project stakeholders and decision-makers. The Contractor shall be responsible for the following project management activities:

#### *4.1 Project Management Plan*

The Contractor shall develop and maintain a detailed Project Management Plan (PMP). The PMP, based on the schedule prepared as part of the Contractor proposal, shall specify the schedule, technical approach, and resources required for the planning, execution, and completion of the performance objectives. The first draft of the PMP shall be due within thirty (30) days of contract award and shall include a payment milestone plan. Elements of this draft PMP shall be part of the offeror's proposal submittal. The draft PMP, proposed payment milestones, and subsequent revisions shall be subject to Army review and approval, through the COR. The final PMP shall be due within 30 days of receipt of COR comments on the draft PMP. A payment milestone will be established for Army approval of the final PMP through the COR.

#### *4.2 Project Schedule*

## **[INSTALLATION]**

As part of the PMP, the Contractor shall develop and maintain an Activity-Based Schedule that fully supports the technical approach and outlines activities and milestones defined at the appropriate detail level and logically sequenced to support and manage completion of the performance objectives in this PWS. Additionally, the due dates for all payable deliverables shall be identified. A payment plan shall be included with the schedule that may allow for partial payments to the Contractor based on successful completion of interim milestones proposed by the Contractor. Activities identified in the QASP should be appropriately coded in the project schedule to allow for planning of QA inspections. It is the Army's intent to make all payments after verification of milestone completion in accordance with this schedule. Unless otherwise noted in Table 1, all performance objectives must be completed within the allowable contract period of performance provided all contract options have been exercised. The Contractor shall need to take into account the existing or future schedules developed under the applicable regulatory drivers listed in Section 1.0 of this PWS. The Contractor shall also need to coordinate activities with the COR to ensure that the proposed project schedule does not conflict with other contractor activities on site, or interrupt Installation mission activities.

As part of the PMP, the Contractor shall identify and implement a means for providing project status reports to the COR. The PMP shall address the frequency and content of status reports.

The Contractor shall update the PMP to reflect progress towards achievement of the performance objectives and delineate proposed actions to accomplish future project milestones.

### *4.3 Milestone Presentations*

Milestone presentations shall be made to the COR at the completion of each milestone below to provide analysis and lessons learned, and to present approaches for completion of future milestones. At the COR's request, the Contractor may also make milestone presentations to the other project stakeholders, consistent with the applicable regulatory drivers listed in Section 1.0 of this PWS, to show achievement of the performance objectives. This includes participation in annual Installation Action Plan (IAP) meetings, if requested by the COR.

The Contractor may propose a revision of the milestones below to reflect their PMP and provide for interim milestones. Interim milestones will only be accepted if they represent significant progress toward milestone completion, and completion of these interim steps can be measured and demonstrated. As noted in Section 3.0, partial payments will be tied to the successful completion of the following milestones or an interim milestone plan approved by the Army, through the COR. To that end, all proposed interim milestones should be associated with easily demonstrated metrics tied to performance measurements (e.g., final acceptance of a report rather than submission of a draft). All milestones must have a defined means for demonstrating completion in order to facilitate certification and approval (see Section 7.4).

#### ***Major Milestones***

- Approval of the Project Management Plan
- Achievement of (acceptance/approval of) RIP at [Site] by [Date]
- Approval of annual RA(O) reports
- Approval of an exit or ramp-down strategy for RA(O)
- Achievement of (acceptance/approval of) RC at [Site] by [Date]
- Approval of annual LTM reports

## **[INSTALLATION]**

- Approval of an exit or ramp-down strategy for LTM
- Approval of the **CERCLA 121(c) or Remedy (if RCRA)** review(s)
- Successful correction of deficiencies noted in the **CERCLA 121(c) or Remedy (if RCRA)** review(s)

### *4.4 Environmental Requirements*

The Contractor shall identify: applicable federal, state and local laws and regulations; applicable Installation-specific orders, agreements, or rules; and perform its work in accordance with said authorities. The Contractor shall ensure that all activities performed by its personnel, subcontractors and suppliers are executed in accordance with said authorities. Any incident of noncompliance noted by the Contractor shall immediately be brought to the attention of the COR and Installation **[or "facility operator" if applicable]** telephonically and then by written notice. Nothing in this contract shall relieve the Contractor of its responsibility to comply with applicable laws and regulations. The Contractor shall obtain all permits, licenses, approvals, and/or certificates required or necessary to accomplish the work. When the work to be performed requires facility clearances, such as digging or drilling permits, the Contractor shall obtain such clearances and/or permits, with the assistance of the installation point of contact, prior to any drilling or excavating operations. The Contractor shall coordinate all such work with Installation maintenance personnel prior to performing work. Contractors on environmental sites are required to perform their own utility checks based on Installation-supplied utility maps. The Contractor shall comply with all Installation- or site-specific time and procedural requirements (federal, state, and local) described in the permits obtained. The Army technical experts will also independently review Contractor work to ensure compliance with all applicable requirements.

**[The following paragraph will be installation-specific.]**The Army is in the process of establishing a Standard Operating Procedure and a Geographic Information System (GIS)-based tracking system to ensure the Land Use Controls (LUCs) are enforced. The LUCs **will/have** been incorporated into the post-wide Master Plan and compliance with LUCs **will/shall** be reported in the Monitoring Reports for each site. The LUC policy applies to all units and activities, Military and Civilian Support Activities, tenant organizations and agencies and Government and Civilian Contractors. The Contractor is required to comply with the LUC policy in all RA(O), LTM and **CERCLA 121(c) or Remedy (if RCRA)** review activities.

The Contractor shall adhere to all applicable federal, DoD, and Army geospatial data standards for tasks and deliverables in this PWS. Spatial data shall conform to the Federal Geographic Data Committee (FGDC) National Standard for Spatial Data Accuracy (NSSDA). In addition, each Geographic Information System (GIS) data set shall be accompanied by metadata conforming to FGDC's Content Standard for Digital Geospatial Metadata (CSDGM) and be provided in a geodatabase that is compliant with the Spatial Data Standards for Facilities, Infrastructure, and Environment (SDSFIE). The horizontal accuracy of any GIS data created by the contractor shall be tested in accordance with the NSSDA and the results shall be recorded in the metadata. All data shall be provided in the Universal Transverse Mercator (UTM) project in the appropriate zone, and shall have a datum of WGS84.

The Contractor shall review and fully understand "Executive Order 13423 -- Strengthening Federal Environmental, Energy, and Transportation Management", in particular those requirements pertaining to environmental management system (EMS). The Contractor shall also

## **INSTALLATION**

be required to review and adhere to the installation's environmental management system, including the environmental policy and significant aspects / impacts.

### *4.5 Health and Safety Requirements*

Prior to beginning any field work, the Contractor shall implement a written Safety and Health Program compliant with federal, state, and local laws and regulations and approved by the KO. The Contractor shall ensure that its subcontractors, suppliers and support personnel comply with the approved Site Safety and Health Plan (SSHP). The Army reserves the right to stop work under this contract for any violations of the SSHP at no additional cost to the Army. Once the Army verifies through the COR that the violation has been corrected, the Contractor shall be able to continue work. As a minimum, the SSHP shall contain the following elements: site description and contaminant characterization, safety and health hazard(s) assessment and risk analysis, safety and health staff organization and responsibilities, site specific training and medical surveillance parameters, personal protective equipment (PPE) and decontamination facilities and procedures to be used, monitoring and sampling required, safety and health work precautions and procedures, site control measures, on-site first aid and emergency equipment, emergency response plans and contingency procedures (on-site and off-site), logs, reports, and record keeping.

### *4.6 Quality Management*

The Contractor must ensure that the quality of all work performed or produced under this contract meets Army approval, through the COR. Quality control/assurance plans must be prepared and approved by the COR prior to performance of physical work.

Since the technical approach for this PBA shall be developed by the Contractor, the Contractor shall also develop a proposed Quality Assurance Surveillance Plan (QASP) for use by the Army. A Draft QASP using the template provided in Attachment D shall be submitted with the PMP deliverables within thirty (30) days of award. The Final QASP shall incorporate Army review comments and will be approved by the COR within thirty (30) days of receiving the final approved PMP.

The QASP should highlight key quality control activities or events that the COR will use to determine when Army (COR or Contracting Officer (KO)) inspections can be conducted to assess progress toward and/or completion of milestones. Activities identified in the QASP should be appropriately coded in the project schedule to allow for planning of QA inspections.

### *4.7 Quality Control Testing*

Chemical Quality Control shall be provided whenever sampling or analysis for chemical constituents is required in order to achieve milestones. Quality control for traditional soils or geotechnical testing shall also be included. The laboratory(ies) to be used by the Contractor shall be National Environmental Laboratory Accreditation Program (NELAP) certified or equivalent. The Contractor may establish an on-site testing laboratory at the project site if determined necessary by the Contractor. However, on-site testing shall meet the requirements of USEPA, specific state regulator requirements, and all requirements of the most recently approved DoD Quality Systems Manual.

## **[INSTALLATION]**

### *4.8 Project Repository and Administrative Record*

The Contractor shall update at least monthly a multimedia (i.e., both paper and electronic format) project repository of all project-related information to ensure that pertinent documentation and data are available for project reviews, and to provide a clear record of the PBA approach to support final decisions and remediation completion. This repository is the property of the Army and available to the Army upon request by the COR or KO. A project repository is currently maintained at **[Location]**.

"Project-related information" includes all previous environmental restoration documentation of a technical nature developed by the Army and previous Army contractors for the sites specified in this PWS, and all the documentation developed by the Contractor in order to achieve the performance objectives specified in this PWS. Documents generated prior to the PBA are not expected to be stored in electronic format; however, all documents generated by the Contractor shall be maintained in multi-media form.

In addition, the Contractor shall update the repositories for the Administrative Record for CERCLA activities established at **[Location]**, as needed. The project repository and Administrative Record shall be updated by the Contractor, and made available to the public, for the duration of the contract. Final electronic document files must be in text-searchable PDF format and be accompanied by defined metadata for upload into the Army Repository of Environmental Documents (READ). The Army, through the COR, will provide the metadata field requirements for READ to the Contractor.

#### *4.8.1 Army Environmental Database and Environmental Restoration Information System*

Once a site identified in this PWS has achieved Response Complete (i.e., appropriate documentation is finalized), the Contractor shall be responsible for providing the COR with the data and documentation necessary for the closeout of each site in the Army Environmental Database - Restoration Module (AEDB-R) **and/or Army Environmental Database – Compliance Cleanup (AEDB-CC)**. In addition, the Contractor shall upload at least semi-annually, all generated analytical data into the Environmental Restoration Information System (ERIS). The Army, through the COR, will provide data specifications for AEDB-R/**AEDB-CC** and ERIS to the Contractor. In addition, the Contractor shall upload at least semi-annually, all generated analytical data into the Environmental Restoration Information System (ERIS). The Army, through the COR, will provide data specifications for AEDB-R/**AEDB-CC** and ERIS to the Contractor. The Contractor shall comply with all applicable requirements for data validation and submission.

#### *4.9 Additional Site Plans*

Prior to beginning any field work the Contractor shall prepare any additional plans or documents (e.g., sampling and analysis plans, quality assurance project plan, waste minimization plans, health and safety plans) consistent with the applicable regulatory drivers listed in Section 1.0 of this PWS, and any other agreements, orders, or regulations that apply to the Installation and sites. These plans and documents shall be subject to Army review and approval, through the COR.

#### *4.10 Protection of Property*

## **[INSTALLATION]**

The Contractor shall be responsible for any damage caused to property of the United States (Federal property) by the activities of the Contractor under this contract and shall exercise due diligence in the protection of all property located on the premises against fire or damage from any and all other causes. Any property of the United States damaged or destroyed by the Contractor incident to the exercise of the privileges herein granted shall be promptly repaired or replaced by the Contractor to a condition satisfactory to the COR or reimbursement is made by the Contractor sufficient to restore or replace the property to a condition satisfactory to the COR in accordance with FAR Clause 52.245-2.

### *4.11 Project Stakeholders*

For the purposes of this PWS, project stakeholders include the Army, **[Regulatory Agencies]**, and the Restoration Advisory Board (RAB) **[If applicable]**. Required level of involvement may differ from site to site and the Contractor shall be responsible for obtaining comments with appropriate approval or concurrence on project deliverables consistent with applicable regulatory drivers and agreements for each site.

### *4.12 Regulatory Involvement*

All regulatory coordination shall be approved by the Army through the COR. The Contractor shall provide the necessary support to initiate, schedule, and address all regulatory aspects of the project (e.g., organizing discussions with regulators concerning site response objectives and completion requirements, obtaining regulator comments on site documents and appropriately addressing them, and obtaining written documentation of remediation completion from the regulators for all of the sites identified in this PWS). The COR, or designee, will attend and represent the Army at all meetings with the regulators. With approval of the COR, the contractor may also informally discuss remediation issues with regulators and provide an after-action report back to the COR. The Army will be the signature authority for all regulatory agreements and remediation documentation.

### *4.13 Public Involvement*

All public participation coordination shall be approved by the Army through the COR. The Contractor shall provide the necessary support to initiate, schedule, and address all public participation aspects of the project (e.g., preparation of briefings, presentations, fact sheets, newsletters, articles/public notices to news media, and notifications to RAB members). The Contractor shall be responsible for requesting and addressing all public comments consistent with the applicable regulatory drivers listed in Section 1.0 of this PWS. The COR, or designee, will attend and represent the Army at all meetings with the public.

**[The following paragraph will be installation-specific.]** Contractors should note that the Installation has an active RAB and detailed information concerning the RAB's organization and activities will be provided to the Contractor. Activities required to support the RAB meetings are included in this effort. The Contractor shall be responsible for the minutes of all RAB meetings and shall submit these minutes to the COR for approval. The Contractor shall also secure a location for each scheduled meeting and shall provide all equipment to support these meetings.

### *4.14 Deliverable Requirements*

## **[INSTALLATION]**

All documents must be produced with at least draft, draft-final, and final versions. With Army concurrence, the Contractor may coordinate with appropriate regulatory agencies to determine if fewer versions of each deliverable are sufficient for review. The Army, through the COR, will receive initial draft documents and will provide comments to the Contractor within **twenty (20) [confirm duration with installation]** business days. Once initial comments are addressed, the Army will review draft documents before submission to appropriate regulatory agencies. The Contractor shall ensure that review periods are consistent with the applicable regulatory drivers noted in Section 1.0 of this PWS. All documents shall be identified as draft until completion of stakeholder coordination, when they will be signed and finalized. One copy of the final document shall be placed in both the project repository and Administrative Record (for CERCLA documents).

### **5.0 Expertise and Necessary Personnel**

The Contractor shall provide the necessary personnel and equipment to successfully execute this PWS. The Contractor is responsible for determining the requirements for licensed professionals and certifications.

The Contractor shall furnish all plant, labor, materials and equipment necessary to meet the performance objectives. The Contractor shall provide personnel trained as required by the Occupational Safety and Health Administration (OSHA) and all other applicable federal and state regulations. The Contractor shall provide all support activities necessary to ensure the safe and effective accomplishment of all work. For all work performed under this contract, the Contractor shall also develop and implement quality control measures consistent with all applicable federal and state regulatory requirements and standards.

#### *5.1 Key Personnel*

**[The following paragraph will be contract-specific]** The Army requires that the following positions, at a minimum, be designated as “key personnel”, subject to the terms and conditions for such set forth in the basic contract. **[select at least one from this list or delete if not applicable. Contact the KO for available selections if the contract vehicle is not listed below]**

#### **LOUISVILLE MARC**

<u>POSITION</u>	<u>PERSONNEL</u>
Project Manager	[TBD]
Certified Industrial Hygienist	[TBD]
Senior UXO Site Supervisor	[TBD]
UXO Safety Officer	[TBD]
Control Specialist	[TBD]
Chemical Quality Control Manager	[TBD]
Risk Assessor / Toxicologist	[TBD]
Sr. Environmental Engineer(s)	[TBD]
Hydrogeologist(s)	[TBD]
Senior Geologist(s)	[TBD]
Geotechnical Scientist(s)	[TBD]

#### **OMAHA FPRI**

## **[INSTALLATION]**

<u>POSITION</u>	<u>PERSONNEL</u>
Certified Industrial Hygienist	[TBD]
Project Manager(s)	[TBD]
Risk Assessor	[TBD]

### **SACRAMENTO ID/IQ**

<u>POSITION</u>	<u>PERSONNEL</u>
Project Manager	[TBD]
Regulatory Specialist	[TBD]
Site Safety and Health Officer	[TBD]
Project Chemist	[TBD]
Civil/Environmental Engineer	[TBD]
Senior Geologist	[TBD]
Geologist	[TBD]
UXO Personnel per Section 10.9	[TBD]
Superintendent	[TBD]
Biologist	[TBD]
Certified Industrial Hygienist	[TBD]
Certified Health Physicist	[TBD]
Certified Safety Professional	[TBD]
Industrial Hygienist	[TBD]
Safety Engineer	[TBD]

The Contractor shall notify the COR of any changes in key personnel. The change of key personnel is subject to approval by the KO, although such approval will not be unreasonably withheld provided replacement personnel are of the same quality as originally proposed.

## **6.0 Performance**

### *6.1 Place of Performance*

Work will be performed at the Installation and off-site Contractor offices as agreed to by both parties for proper performance of this task.

## **7.0 Additional Requirements**

### *7.1 Resources*

#### *7.1.a Army Furnished Resources*

The Army, through the COR, shall make available the following resources to the Contractor:

- Records, reports, data, analyses, and information, in their current format (e.g., paper copy, electronic, tape, disks, CDs), to facilitate development of an accurate assessment of current, former, and historical site activities and operations; waste generation and contaminant characteristics; parameters of interest; and site environmental conditions.
- Access to personnel to conduct interviews on Installation operations and activities.
- Access to DoD and Army policy and guidance documents.

## **[INSTALLATION]**

- All Army owned property used for remediation purposes must be maintained by the Contractor in accordance with applicable maintenance requirements, and may not be replaced by the Army should new equipment be required.
- **[Others to be determined, depending on the nature of the contract mechanism used.]**

### *7.1.b Contractor Furnished Resources*

The Contractor must possess all the required expertise, knowledge, equipment and tools required to meet or exceed the Army's objectives identified in this PWS in accordance with established industry standards.

In addition, the Contractor shall be responsible for the following:

- Coordination with the Army/COR and the Installation for access to the Installation, to execute this PWS and comply with the procedures described during the Contractors' meeting at the Installation.
- Coordination with the Army/COR and the Installation in order to gain access to available infrastructure (e.g., buildings, roadways, waste management units, other Installation facilities) and utilities (e.g., electric power and telephone lines, natural gas and water supply distribution pipelines, and wastewater discharge conveyances), to execute this PWS.
- **[The following bullet will be installation-specific.]** The provision and cost of the utilities associated with implementation of remedies, including installation of individual meters for necessary utilities.
- **[The following bullet will be installation-specific.]** All waste generated under this contract shall be the responsibility of the Contractor.
- Any other necessary resources needed to achieve the performance objectives.

### *7.2 Contractor's Guarantee*

For the purposes of this PWS, the following definitions apply: **[Note: The following definitions may be changed to remove site-specific guarantees for RA(O)/LTM activities.]**

- "Project Price" for each site identified in this PWS will be equal to the approved proposed price for achieving RIP and/or RC and performing RA(O) and/or LTM. The Project Price payment will be tied to one or more project milestones.
- "Guarantee Limit" is equal to at least twice the sum of all of the Project Prices for the sites identified in this PWS.
- "Contractor's Project Costs" are defined as those costs incurred by the Contractor (including costs covered by insurance) in executing the work required to achieve RIP and/or RC and perform RA(O) and/or LTM, for the sites identified in this PWS.

The Contractor guarantees to complete and meet all of the performance objectives, subject to the Guarantee Limit. This guarantee by the Contractor shall not exceed the Guarantee Limit. In the event the Contractor's Project Costs reach 80% of the Guarantee Limit, the KO, COR and the Contractor shall enter into discussions to determine if completion can be accomplished within the Guarantee Limit. If it is determined that completion will not be accomplished within the Guarantee Limit, work on the contract will stop when 100% of the Guarantee Limit is reached; unless and until there is agreement by modification to the contract to continue and U.S. Army Environmental Command (USAEC) has committed adequate funding.

### *7.3 Insurance Specifications*

## **[INSTALLATION]**

The Contractor shall procure Environmental Insurance (EI) in the form of Remediation Stop Loss Insurance (Clean Cost Cap or CCC) and thereafter carry and maintain the EI coverage in full force and effect over the duration of the contract, to include options, at all sites identified in this PWS as requiring EI. The EI shall meet or exceed the following objectives:

1. **[Note: This may be changed based on site-specific requirements.]** Provides coverage applicable to the sites, performance objectives, and performance standards identified in Table 1 of this PWS as requiring insurance, and confirms that all the obligations assumed under this PWS are incorporated into the definition of the insured "remedial plan" as specified in the insurance endorsements.
2. Provides coverage at a minimum, equal to the Guarantee Limit of the contract, minus insurance, travel, and PMP costs and costs for any site locations excluded from the award or not requiring insurance.
3. Coverage to include a Waiver of Subrogation, as applicable, for claims associated with matters and scope items addressed in this PWS that the Contractor or insurance company may have against the Army.
4. Coverage provided from a carrier rated A.M. Best's A- (Excellent) and Financial Size Category (FSC) IX or better.
5. Requires that technical and schedule progress reports to be provided to the Army on the same schedule that they are provided to the insurance carrier.
6. Contains no "War Exclusion" or contains a limited war exclusion that excludes cleanup costs caused solely by a hostile or violent act of war after the inception date.
7. Provides the Army the primary right to assign the policy to a replacement contractor acceptable to the insurance company should the Contractor default or otherwise be unable to meet the PWS requirements.

The Contractor must provide proof of insurability with the submitted proposal. Proof of insurability will be in the form of a draft policy specifying terms and conditions (e.g., all endorsements) in sufficient detail to allow evaluation of:

- The identity of the insurance companies offering to insure the contractor;
- The limits of liability for each coverage part;
- The premium for each policy or coverage part;
- The amount of the self-insured retention, buffer layer (if applicable), and /or co-insurance;
- The policy length (term) for each policy;
- The policy forms, and proposed endorsements;
- The insured scope of work or definition of the insured remedial plan;
- A list of the documents provided to the underwriter as part of the application for insurance;
- The name of the insurance broker and the full compensation of the insurance broker including any and all commissions, fees, incentive payments, reinsurance commissions or wholesale brokerage commissions earned by any firm within the insurance brokers economic family disclosed as a separate cost item, even if these costs are incorporated into the premiums of the insurance policies being provided;
- How, in the event of Contractor default, its provisions will ensure that this PWS is completed to the satisfaction of the Army;
- Any exclusions to be added to these policies by endorsement along with an explanation of the rationale behind attaching the exclusion; and

## **[INSTALLATION]**

- Any deviations from these insurance specifications with explanation using a checklist as to why the specification was not met, or why the deficiency in question is not material to the CCC coverage to be provided.

Within ten (10) workdays of contract award, the Contractor shall provide a quote letter containing a policy with endorsements to KO/COR. The KO and COR shall have the right to review the quote letter to ensure consistency with the objectives as listed above. The Government reserves the right to withhold or adjust payment for the insurance policy if the final bound policy terms and conditions are changed from the draft policy terms and conditions presented in the Contractor's proposal submittals. The Contractor is responsible for paying the costs associated with all insurance requirements, including but not limited to the self-insured retention and co-pays. Contractors should note that the Army will allow the first payment milestone to include necessary insurance costs (e.g., insurance premium).

A Certificate of Insurance shall be furnished to the contracting officer (KO) on an annual basis evidencing the above insurance coverage is bound.

### *7.4 Certification and Approval of Project Milestones and Deliverables*

The COR will be responsible for contract management, inspection, oversight, review, and approval activities. Certification and approval of project milestones by the COR is necessary before distribution of partial payments. Final acceptance of milestone completion shall include appropriate acceptance of site remediation documentation by regulators. For the duration of the contract, the Contractor shall remain responsible for correction of remedy deficiencies noted during RA(O), LTM, and **CERCLA 121(c) or Remedy (if RCRA)** reviews.

Certification by the Army is contingent upon the Contractor performing in accordance with the terms and conditions of the contract, this PWS, and all amendments/options.

Representatives of USAEC and the Contractor shall meet with the COR at a site and time designated by the COR after receipt of each status report to:

- Formally review the quantity and quality of services;
- Inspect work for compliance with this PWS, the associated Contractor's final proposal, and project documentation;
- Accept or reject milestones and deliverables completed since the previous review; and
- Prepare, approve and submit DD Form 250 "Material Inspection and Receiving Report" for partial payments in accordance with milestone completions and approvals at the USAEC level.

### *7.5 Government Rights*

The Army has unlimited rights to all documents/material produced under this contract. All documents and materials, to include the source codes of any software, produced under this contract shall be Army owned and are the property of the Army with all rights and privileges of ownership/copyright belonging exclusively to the Army. These documents and materials cannot be used or sold by the Contractor without written permission from the KO. All materials supplied to the Army shall be the sole property of the Army and cannot be used for any other purpose. This right does not abrogate any other Army rights under the applicable Data Rights clause(s).

## **[INSTALLATION]**

### 7.6 *Stop Work*

The Contractor, authorized Installation personnel, and the COR have the responsibility to stop work immediately if the work is considered to be a serious threat to the safety or health of workers, other personnel, or to the environment. Authorized Installation personnel include Installation safety officers, Environmental Division personnel, and command personnel with responsibility for overall Installation operations. When work is stopped due to a hazard/threat to worker safety, health, or the environment, the situation and resolution must be documented and submitted to the KO. Work must be stopped whenever chemical and biological warfare agents are encountered.

### 7.7 *Environmental Responsibility Considerations*

- The Army will retain responsibility for any assessed natural resource damages that are attributed to historic releases of hazardous substances (prior to contract with the Contractor) and any injuries that are necessary and incidental to the reasonable implementation of a selected response or remedial action. The Contractor shall be responsible for any/all additional natural resource injuries and associated Natural Resource Damages claims brought as a result of its actions (e.g. release of hazardous substance or unreasonable disturbance of natural resources as a result of construction activities).
- **[The following bullet will be installation-specific.]** The Army will retain all responsibility for third party liability for CWM, MEC, or radiological material that are either targeted for or may be discovered during the course of remediation.
- Response cost claims, property damage and personal injury claims brought due to contamination and hazardous substance releases that have occurred historically (prior to contract with the Contractor) and are not due to Contractor remediation activities are excluded from Contractor responsibility. The Contractor shall be responsible for and indemnify the Army for:
  - Any response cost claims for any environmental remediation services which the Contractor has assumed responsibility for under this PWS;
  - All costs associated with correction of a failure of any remedy implemented or operated and maintained by the Contractor to the extent such failure was caused by the willful or negligent acts or omissions of the Contractor in the course of performing the environmental services;
  - All personal injury or property damage claims to the extent caused by the acts or omissions of the Contractor in the course of performing the environmental services;
  - All natural resource damages pursuant to 42 U.S.C. Section 9607(a)(4)(C), to the extent that such damages were caused or contributed to by the actions of the Contractor or its successors in interest; and
  - All costs associated with or arising from any negligent acts or omissions or willful misconduct of the Contractor in the course of performing the environmental services or implementing remedial actions.

### 7.8 *Organizational Conflicts of Interest*

7.8.1 Disclosure. The Contractor shall provide a disclosure statement with its proposal, which concisely describes all relevant facts concerning any past or present organizational conflicts of interest relating to the work in each PWS. In the same statement, the

## **[INSTALLATION]**

Contractor shall provide the information required in the following paragraph to assure the Government that the conflicts of interest have been mitigated and/or neutralized to the maximum extent possible. If a conflict of interest is discovered after contract award, the Contracting Officer will make a decision whether to terminate or rescind the PWS and/or contract at that time.

7.8.2 Potential Conflicts of Interest. This request for proposals is open to any offeror to compete as a prime contractor, subcontractor or in any teaming arrangement. In order to avoid any organizational conflicts of interest, or even the appearance of any organizational conflicts of interest, any contractor performing environmental services work at the follow-on installation(s) under each contract will need to avoid, neutralize and/or mitigate - prior to contract award - significant potential conflicts of interest that may prejudice effective competition. The KO has determined that at a minimum contractors currently performing work on the identified installation(s) under each contract must ensure that all data pertaining to contamination at the sites compiled by or in the possession of such contractors shall be made available to all potential contractors in a timely fashion to the maximum extent possible by providing such data in to a data depository.

### 7.9 *Privacy and Security*

In order to ensure the security and orderly running of the Installation, any contractor personnel who wish to gain access to the Installation shall follow procedures established by the Installation. The Contractor should account for potential delays due to DoD security requirements in its pricing.

[include narrative explanation of installation access/security requirements or provide policy/procedure references and post documents on the webpage]

### 7.10 *Travel*

Travel to/from the Installation and to other CONUS locations for such purposes as to attend meetings, briefings and/or presentations may be required incidental to this remedial action, the costs for which shall be included in the total price for the PWS.

7.11 *Performance and Payment Bonds* [Applicable only if the base contract allows for it. Review the base contract and proposed scope to determine if bonds are necessary]

In accordance with the base contract, the Contractor:

- is NOT required to furnish Performance and Payment Bonds on this PWS.
- is required to furnish Performance and Payment Bonds on this PWS in accordance with the following:

[List bonding requirements per the base contract here, e.g. in an amount equal to 100 percent of the original contract price]

## **[INSTALLATION]**

7.12 *Warranty* [Applicable only if the base contract allows for it. Review the base contract and proposed scope to determine if warranty is necessary]

In accordance with the base contract, the Contractor:

- is NOT required to provide a 5-year warranty for each site as specified in this PWS.
- is required to provide a 5-year warranty for each site as specified in this PWS.

### **8.0 Contracting Officer's Representative**

Name:

Organization:

Address:

Address:

City, State, Zipcode:

Telephone:

Facsimile:

Email:

**[INSTALLATION]**

**Attachment A: Reference Documents**

These documents are available as follows:

- recorded on compact disk upon request  
(Point of Contact: \_\_\_\_\_)
  
- at the following website: \_\_\_\_\_

The Army believes this documentation represents the most recent and appropriate documentation available for the Installation and sites identified in this Task Order. However, if there is a conflict between this information and other site documentation (the existing reports), the Contractor is solely responsible for reviewing all available information and forming their independent, professional conclusions/interpretation of site conditions and requirements to meet the objectives of this Task Order. This information is not intended as a substitute for complete analysis of technical data available, nor is it intended to be a guide on how the Contractor should address achievement of the performance objectives/standards.

Specific documents may be made available following a request to the Contracting Officer, if the documentation can be distributed in a timely manner. Electronic format is not guaranteed.

***Table 2: Available Reference Documents.***

Title	Author	Date
[Insert list of all available/key documents – in chronological order with newest first]		

## **[INSTALLATION]**

### **Attachment B: List of Acronyms**

AEDB-CC	Army Environmental Database – Compliance Cleanup Module
AEDB-R	Army Environmental Database - Restoration Module
ARAR	Applicable or Relevant and Appropriate Requirement
CAIS	Chemical Agent Identification Sets
CERCLA	Comprehensive Environmental Response, Compensation, and Liability Act
CLIN	Contract Line Item Number
COR	Contracting Officer's Representative
CPAR	Contractor Performance Assessment Report
CSDGM	Content Standard for Digital Geospatial Metadata
CWM	Chemical Warfare Materiel
DERP	Defense Environmental Restoration Program
DMM	Discarded Military Munitions
DoD	Department of Defense
EMS	Environmental Management System
ERIS	Environmental Restoration Information System
FAR	Federal Acquisition Regulation
FFA	Federal Facility Agreement
FGDC	Federal Geographic Data Committee
GFPR	Guaranteed Fixed Price Remediation
GIS	Geographic Information System
IAP	Installation Action Plan
IRIS	Integrated Risk Information System
KO	Contracting Officer
LTM	Long-Term Management
MC	Munitions Constituents
MCL	Maximum Contaminant Level
MEC	Munitions and Explosives of Concern
NCP	National Oil and Hazardous Substances Contingency Plan
NELAP	National Environmental Laboratory Accreditation Program
NPL	National Priorities List
NSSDA	National Standard for Spatial Data Accuracy
PBA	Performance-Based Acquisition
PMP	Project Management Plan
PWS	Performance Work Statement
QA	Quality Assurance
QASP	Quality Assurance Surveillance Plan
RAB	Restoration Advisory Board
RA(O)	Remedial Action (Operations)
RC	Response Complete
RCRA	Resource Conservation and Recovery Act
RDX	Royal Demolition eXplosive
RfD	Reference Dose
RFP	Request for Proposal
RIP	Remedy In Place
ROD	Record of Decision
SARA	Superfund Amendments and Reauthorization Act
SC	Site Closeout
SDSFIE	Spatial Data Standards for Facilities, Infrastructure, and Environment
SSHP	Site Safety and Health Plan
TNT	Trinitrotoluene
USAEC	United States Army Environmental Command
USEPA	United States Environmental Protection Agency
UST	Underground Storage Tank
UTM	Universal Transverse Mercator
UXO	Unexploded Ordnance

## **[INSTALLATION]**

### **Attachment C: Definitions**

*Activity-Based Schedule:* Activities and milestones defined at the detail level and logically sequenced to support, and manage completion of the performance objectives.

*Chemical Warfare Materiel (CWM):* An item configured as a munitions containing a chemical substance that is intended to kill, seriously injure, or incapacitate a person through its physiological effects. CWM also includes V- and G- services nerve agent, H-series blister agent, and lewisite in other than munitions configurations. Due to their hazards, prevalence, and military-unique application, Chemical Agent Identification Sets (CAIS) are also considered CWM. CWM does not include: riot control agent, chemical herbicides, smoke and flame producing items, or soil, water, debris, or other media contaminated with chemical agent.

*Contractor's Project Costs:* [Note: The following definitions may be changed to remove site-specific guarantees for RA(O)/LTM activities.] Costs incurred by the Contractor in executing the work required to achieve RIP and/or RC, and perform RA(O) and/or LTM (if required), for the sites identified in this PWS.

*Deliverables:* Documentation or data that support the completion of milestones or achievement of the performance objectives identified in this PWS.

*Guarantee Limit:* At least twice the sum of all of the Project Prices for the sites identified in this PWS.

*Long-Term Management (LTM):* The remedial phase including maintenance, monitoring, record keeping, remedy reviews, etc., initiated after response (removal or remedial) objectives have been met (i.e., after Response Complete). LTM includes development and implementation of an exit or ramp-down strategy for LTM activities at each site.

*Milestones:* Significant events or activities that occur in the course of the Contractor achieving the performance objectives identified in this PWS.

*Munitions and Explosives of Concern (MEC):* This term, which distinguishes specific categories of military munitions that may pose unique explosives safety risks, means UXO, as defined in 10 USC 101(e)(5)(A) through (C); DMM, as defined in 10 USC 2710(e)(2); or MC (e.g., TNT, RDX), as defined in 10 USC 2710(e)(3), present in high enough concentrations to pose an explosive hazard.

*PMP Documents:* The original PMP (including project schedule), revisions, and status reports.

*Project Documents (CERCLA):* Documentation and data required by CERCLA remediation and RA(O) and/or LTM activities. These documents include the additional site plans referenced in Section 3.2.

*[If applicable] Project Documents (UST, RCRA):* Documentation and data required by underground storage tank (UST) or RCRA remediation and RA(O) and/or LTM activities.

*Project Price:* [Note: The following definitions may be changed to remove site-specific guarantees for RA(O)/LTM activities.] The approved proposed price for achieving RIP and/or

## **[INSTALLATION]**

RC, and perform RA(O) and/or LTM (if required), the payment of which will be tied to one or more project milestones.

*Project-related information:* All previous environmental restoration documentation of a technical nature developed by the Army and previous Army contractors and subcontractors during their work at the sites specified in this PWS, and all the documentation developed by the Contractor in order to achieve the performance objectives specified in this PWS.

*Remedial Action (Operations) (RA(O)):* The remedial phase during which the remedy is in place and operating to achieve the cleanup objective identified in the Record of Decision (ROD) or other formal decision document. Any system operation (long-term operations) or monitoring (long-term monitoring) requirements during this time are considered RA(O). RAO includes development and implementation of an exit or ramp-down strategy for LTM activities at each site.

*Remedy In Place (RIP):* A final remedial action has been constructed and implemented and is operating as planned in the remedial design. An example of a remedy in place is a pump-and-treat system that is installed, is operating as designed, and will continue to operate until cleanup levels have been attained. Because operation of the remedy is ongoing, the site cannot be considered Response Complete.

*Response Complete (RC):* The remedy is in place and the required remedial action-operations (RA(O)) have been completed. If there is no RA(O) phase and all response action objectives have been achieved and documented, then the remedial action-construction end date will also be the RC date.

*Site Closeout(SC):* Site Closeout signifies when the Army has completed active management and monitoring at an environmental cleanup site, no additional environmental cleanup funds will be expended at the site and the Army has obtained regulator concurrence. For practical purposes, Site Closeout occurs when cleanup goals have been achieved that allow unrestricted use of the property (i.e., no further LTM, including institutional controls, is required). Site Closeout may include, but not be limited to, the dismantling, removal, recycling, reclamation and/or disposal of all remedial activity systems and ancillary equipment above and underground to return the site to its natural state.

*Unforeseen environmental issues:* include unknown and/or varied concentrations of contaminants at cleanup sites (off-installation areas included) identified in this PWS, but not unknown sites (e.g., sites not identified in this PWS).

# **[INSTALLATION]**

## **Attachment D: Quality Assurance and Surveillance Plan (QASP) Template**

### 1.0 Overview

This performance-based Quality Assurance Surveillance Plan (QASP) sets forth the procedures and guidance that the Contract Officer's Representative (COR) will use in evaluating the technical performance of the Contractor in accordance with the terms and conditions of the performance work statement (PWS). The QASP objective is to explain Government procedures to be used to verify that appropriate performance and quality assurance methods are used in the management of this performance-based contract. The purpose of the QASP is to assure that performance of specific activities and completion of milestones are accomplished in accordance with all requirements set forth in the PWS.

This QASP describes the mechanism for documenting noteworthy accomplishments or discrepancies for work performed by the Contractor. Information generated from COR's surveillance activities will directly feed into performance discussions with the Contractor. The intent is to ensure that the Contractor performs in accordance with performance metrics set forth in the contract documents, the Army receives the quality of services called for in the contract, and the Army only pays for the acceptable level of services received.

The QASP details how and when the COR will monitor, evaluate, and document Contractor performance on the PWS. The QASP is intended to accomplish the following:

1. Define the role and responsibilities of participating Army officials.
2. Define the key milestones/deliverables that will be assessed.
3. Define acceptable, superior, and unacceptable performance standards for key milestones/deliverables.
4. Describe the surveillance methodology that will be employed by the Army in assessing the Contractor's performance.
5. Describe the surveillance documentation process and provide copies of the form that the Army will use in evaluating the Contractor's performance.
6. Outline payment and corrective action procedures.

This QASP will be revised and finalized by the COR and Contractor upon completion of the Project Management Plan (PMP) in accordance with Section 4.6, Quality Management, of the PWS.

### 2.0 Roles and Responsibilities of Army Officials

The COR is responsible for technical administration of the project and assures proper Army surveillance of the Contractor's performance. The COR is responsible for monitoring, assessing, recording, and reporting on the technical performance of the Contractor on a day-to-day basis.

The Contracting Officer (KO) has overall responsibility for overseeing the Contractor's performance. The KO is responsible for the day-to-day monitoring of the Contractor's performance in the areas of contract compliance, and contract administration; reviewing the COR's assessment of the Contractor's performance; and resolving all differences between the COR's assessment and the Contractor's assessment of performance. It is the KO that assures

## **[INSTALLATION]**

the Contractor receives impartial, fair, and equitable treatment under the contract. The KO is ultimately responsible for the final determination of the adequacy of the Contractor's performance. The KO is the only one authorized to obligate the Government on this PWS.

The COR and KO may call upon the technical expertise of other Army officials and subject matter experts (SME) as required. These Army officials/SMEs may be called upon to review technical documents and products generated by the Contractor. Contracting Agency representatives will also conduct review of contract documentation such as invoices, monthly status reports, and work plans.

### 3.0 Key Milestones/Deliverables to be Assessed

At a minimum, the following milestones and associated deliverables will be evaluated in accordance with this QASP :

- Completion of the final PMP
- Achievement of performance objective at each site specified in the PWS
- Completion of annual monitoring report(s)
- Completion of the final exit or ramp-down strategy for LTM/LTO
- Completion of final remedy review(s)
- Correction of deficiencies noted in the remedy review(s)
- Approved interim milestones identified in the final PMP

Additionally, the Army will evaluate performance on the key quality control activities and events specified by the Contractor through their Quality Assurance (QA) strategy (see PWS Section 4.6: Quality Management).

### 4.0 Performance Standards for Key Milestones/Deliverables

Since price is fixed in the PBAs utilized by the Army, the Contractor's performance will be evaluated by assessing the key milestones/deliverables described above according to two standards: quality and timeliness. For each of these performance standards, the COR will assign one of three ratings of the Contractor's performance: superior, acceptable, or unacceptable (as shown in Table 1). Note: These performance standards may be modified to meet the needs of the Army.

Table 1 Performance Standards

Performance Standard	Superior Performance	Acceptable Performance	Unacceptable Performance
Quality	Contractor exceeds the requirements in the PWS for the milestone/deliverable. Deliverables /milestones are approved after one round of comments from Army and	Contractor meets the requirements in the PWS for the milestone/deliverable. Deliverables /milestones are approved with two rounds of comments received from Army	Contractor does not meet the requirements in the PWS for the milestone/deliverable. Deliverables/milestones require more than two rounds of Army and Regulators comments before being

## **[INSTALLATION]**

	Regulators and no revisions are required.	and Regulators and no further revisions are required.	approved.
Timeliness	Contractor provides acceptable milestone/deliverable ahead of the schedule outlined in the PMP.	Contractor provides milestone/deliverable according to the schedule outlined in the PMP.	Contractor provides milestone/deliverable behind the schedule outlined in the PMP

If a milestone/deliverable identified as a key QA activity as described in Section 4.6 of the PWS is rated as being of unacceptable quality at the time that the PMP deadline for the milestone/deliverable expires, the milestone/deliverable will automatically receive an unacceptable rating for timeliness. At no point will a milestone/deliverable receive an acceptable or superior rating for timeliness if it is rated as being of unacceptable quality. Overall acceptable performance on a milestone/deliverable requires ratings of acceptable or superior for both the quality and timeliness standards.

### 5.0 Surveillance Methodology

The surveillance methods listed below will be used in the execution of this QASP.

#### 100% Inspection

At the completion of all key milestones and deliverables, performance will be evaluated through 100% inspection (e.g., document review). The COR will document performance for each completed milestone/deliverable prior to payment, as described in Section 6.0.

#### Periodic Progress Inspection

At the COR's discretion, periodic inspections may be conducted to evaluate progress toward and/or completion of key milestones and deliverables. The COR may complete a periodic progress inspection if s/he believes that deficiencies exist that must be addressed prior to milestone/deliverable completion. While corrective action or re-performance will be required if necessary, the Contractor will not be financially penalized for unacceptable performance recorded in periodic progress reports, provided that final performance evaluation of the milestone/deliverable is deemed acceptable.

#### Customer Feedback

Additional feedback will be obtained through random customer feedback. To be considered valid, customer complaints must set forth clearly and in writing the detailed nature of the feedback, must be signed, and must be forwarded to the KO. The KO will maintain a summary log of all formally received customer feedback as well as a copy of each feedback in a documentation file.

### 6.0 Surveillance Documentation

The COR will use a performance evaluation form to record evaluation of the Contractor's performance for each milestone and deliverable in accordance with the methodology described in Sections 4.0 and 5.0. The COR must substantiate, through narratives in the form, all superior

## **[INSTALLATION]**

and unacceptable ratings. Performance at the acceptable level is expected from the Contractor. At a minimum, the evaluation form will indicate actual and scheduled delivery times and number of reviews required to achieve the final product.

The COR will forward copies of all completed performance evaluation forms to the KO and Contractor within one week of performing the inspection. When a milestone/deliverable receives an overall unacceptable rating, the Contractor will explain, within 15 days, in writing to COR why performance was unacceptable, how performance will be returned to acceptable levels, and how recurrence of the problem will be prevented in the future.

The KO will review each performance evaluation form prepared by the COR. When appropriate, the KO may investigate further to determine if all the facts and circumstances surrounding the event were considered in the COR opinions outlined on the form. The KO will immediately discuss any unacceptable rating with the Contractor to assure that corrective action is promptly initiated.

At the end of every year, the COR will prepare a written Contractor Performance Assessment Report (CPAR) for the KO summarizing the overall results of his/her surveillance of the Contractor's performance during the previous 12 months. This report will become part of the formal QA documentation.

The COR will maintain a complete QA file. This file will contain copies of all performance evaluation forms and any other related documentation. The COR will forward these records to the KO at termination or completion of the contract.

### 7.0 Payment and Corrective Action

Full payment for a milestone/deliverable will be provided upon verification of overall acceptable performance, as rated on quality and timeliness. This verification will be recorded in a performance evaluation form submitted to the KO specifying overall Contractor performance as either acceptable or superior for the milestone/deliverable.

If a milestone/deliverable receives an unacceptable rating for the quality performance standard, re-performance is required until the milestone/deliverable receives an acceptable rating. This re-performance is required regardless of cost or schedule constraints that may result from the unacceptable performance, unless the KO has opted to terminate the contract. If an acceptable rating is not achieved, the Government may reduce the contract price to reflect the reduced value of the services in accordance with FAR 52.246-4(e).

Table 2 summarizes the minimum key elements planned for the QASP. The final QASP will be developed with the COR and the contractor and will be based on the final PMP.

Additional Government surveillance activities may include, but are not limited to, the following:

- 1) Work plan review and approval
- 2) Oversight of drilling, field sampling activities
- 3) Oversight of all waste management functions/responsibilities
- 4) Review of all waste management documentation
- 5) Separate/split laboratory QA samples
- 6) Review and approval of all access agreements associated with off-site areas
- 7) Review and approval of meeting minutes from RAB/BCT meetings

## **[INSTALLATION]**

- 8) Review and approval of all deliverables to regulatory agencies
- 9) Review and approval of FS options to be considered
- 10) Review of quality control documentation
- 11) Review of project safety record
- 12) Adherence to the approved work plan



**[INSTALLATION]**

Table 2 Performance Objectives, Acceptance Criteria, and Monitoring Methods

<b>Performance Objectives</b>	<b>Performance Standard</b>	<b>Acceptable Quality Levels</b>	<b>Monitoring Method</b>
Approved Project Management Plan (PMP) and Quality Assurance Surveillance Plan (QASP) <ul style="list-style-type: none"><li>• Draft PMP and QASP within 30 days of contract award.</li><li>• Final PMP and QASP within 30 days of receipt of COR comments on the drafts.</li></ul>	1. Army approval through the COR	Acceptable or superior performance, as defined in the QASP	100% inspection of milestones / deliverables associated with objective <ul style="list-style-type: none"><li>• Interim Payment schedule included in the PMP.</li><li>• Activity-based scheduled included in the PMP</li><li>• Project Status reports provided as proposed</li></ul>

SAMPLE

**[INSTALLATION]**

QUALITY ASSURANCE MONITORING FORM

Date: \_\_\_/\_\_\_/\_\_\_\_\_

Work Task (Milestone/Activity): \_\_\_\_\_

Survey Period: \_\_\_/\_\_\_/\_\_\_\_\_ through \_\_\_/\_\_\_/\_\_\_\_\_

Method of Surveillance: COR Review

Evaluation of Contractor's Performance: \_\_\_\_\_

Evaluation

Corrective Action Required:  Yes  No

Narrative Discussion of Contractor's Performance During Survey Period:

Discussion

**[INSTALLATION]**

CORRECTIVE ACTION FORM FOR QASP

1) Work Task (Milestone/Activity): \_\_\_\_\_

2) Survey Period: \_\_\_\_/\_\_\_\_/\_\_\_\_ through \_\_\_\_/\_\_\_\_/\_\_\_\_

3) Description of the Failure/Deficiency that Precipitated the Corrective Action:

Description

4) Description of the Criterion that the Failure/Deficiency was Evaluated Against:

Description

5) Personnel Involved in the Identification of the Failure/Deficiency, Determination of the Appropriate Corrective Action, Approval of the Corrective Action, and Implementation of the Corrective Action:

6) Description of the Corrective Action that was Required:

Description

7) Date/Time of Implementation of the Corrective Action: \_\_\_\_/\_\_\_\_/\_\_\_\_

Description

8) Follow-Up Information to Prevent Recurrence of Failure/Deficiency (i.e., Need For Revision of Procedures or Specifications):

9) Personnel Responsible for Follow-Up Work:

10) Planned Date for Follow-Up Surveillance: \_\_\_\_/\_\_\_\_/\_\_\_\_

11) Other Notes:

Other