

[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].

The Contractor shall be responsible for 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 name] (the "Installation") identified in this Task Order, 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 Task Order, but not unknown sites (e.g., sites not identified in this Task Order).

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

[installation-specific/insert as applicable.] 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.

[installation-specific/insert as applicable.] 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].

[installation-specific/insert as applicable] Under this Task Order the Contractor will not perform munitions and explosives of concern (MEC) and/or chemical warfare materiel (CWM) work; however, the Contractor should be familiar with and be able to recognize MEC/CWM and then notify the Army of potential condition.

[installation-specific/include 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 Task Order. 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.

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[installation-specific/include 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 Task Order. 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

This task order includes the following types of services as authorized in Section C.3 of the basic contract: [check box for all that apply by double clicking the box, then changing the Default Value to "Checked"]

- Site Characterization/Investigation
- Studies and Reports
- Support of Remedial Actions
- Remediation
- Monitoring
- MEC Support

3.0 Task Order Type [select only one]

- Firm- Fixed Price (w/ insurance)
- Firm-Fixed Price (w/o insurance)
- Fixed Price with Award Fee

4.0 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)]

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Table 1: Performance Requirements Summary.

<i>Performance Objective</i>	<i>Performance Standards</i>
<p>Approved Project Management Plan (PMP) and Quality Assurance Surveillance Plan (QASP):</p> <ul style="list-style-type: none"> • Draft PMP and QASP within 30 days of Task Order award, • Final PMP and QASP within 30 days of receipt of COR comments on the drafts. 	<p>Army approval through the Contracting Officer’s Representative (COR).</p>
<p>Achieve Remedy in Place (RIP) at the following sites by [Date]:</p> <ul style="list-style-type: none"> • [List of RIP Sites] <p>Upon achievement of RIP, perform Remedial Action (Operations) (RA(O)) at the above sites for the duration of the Task Order 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 Task Order.</p>	<p>Compliance with the FFA and associated schedule [if applicable]</p> <p>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).</p>
<p>Perform RA(O) at the following sites for the duration of the Task Order or until achievement of RC, whichever comes first:</p> <ul style="list-style-type: none"> • [List of RA(O) Sites] <p>Upon achievement of RC, perform any necessary Long-Term Management (LTM) at the above sites for the duration of the Task Order.</p>	<p>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).</p>
<p>Achieve RC at the following sites by [Date]:</p> <ul style="list-style-type: none"> • [List of RC Sites] <p>Upon achievement of RC, perform any necessary Long-Term Management (LTM) at the above sites for the duration of the Task Order.</p>	<p>Compliance with FFA and associated schedule [if applicable]</p> <p>Army approval through the COR and Regulator approval/concurrence/acceptance (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 Task Order: [List of LTM Sites]</p>	<p>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).</p>

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<i>Performance Objective</i>	<i>Performance Standards</i>
For all remedies, optimize capital and long-term costs.	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>Complete all CERCLA 121(c) or Remedy (if RCRA) reviews required for the sites identified above, for the duration of the Task Order.</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 Task Order.</p>	<p>Army approval through the COR and Regulator approval/concurrence/acceptance (e.g., formal documentation accepting the reviews and any corrections).</p>
[Additional installation-specific performance objectives, such as “Achieve levels of <2ppb RDX at the identified point of compliance.”]	<p>Army approval through the COR and Regulator approval/concurrence/acceptance (e.g., documentation acknowledging that objective was achieved in a manner acceptable to Army and Regulators).</p>

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

5.0 Project Management Requirement(s)

This Task Order incorporates all the Project Management requirements established in Section C.4.1.1 through C.4.1.13 of the basic contract (e.g., Project Management Plan, Project Schedule, Status Reports and Milestone Presentations, Environmental Requirements, Health and Safety Requirements, Quality Control Testing, Project Repository and Administrative Record, Regulatory Involvement, Public Involvement, Additional Site Plans, Project Stakeholders, and Deliverable Requirements), in addition to the following:

5.1 Project Management Plan

The Contractor shall develop and maintain a detailed Project Management Plan (PMP) in accordance with the requirements of Section C.4.1.1.1 of the basic contract. The draft PMP shall be due within thirty (30) days of Task Order award and shall include a payment milestone plan prepared in accordance with the requirements of Section C.4.1.4 of the basic contract. The final PMP shall be due within 30 days of receipt of COR comments on the draft PMP. The draft PMP, proposed payment milestones, and subsequent revisions shall be subject to Army review and

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approval, through the COR. A payment milestone will be established for Army approval of the final PMP through the COR. As part of the PMP, the contractor will identify a means for providing status reports to the Army COR in accordance with Section C.4.1.3 of the basic contract.

5.2 *Project Schedule*

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 Task Order. Additionally, the due dates for all payable deliverables shall be identified in accordance with Section C.4.1.2 of the basic contract. 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 Task Order period of performance provided all Task Order options have been exercised.

5.3 *Milestone Presentations*

Milestone presentations shall be made in accordance with the requirements of Section C.4.1.4 of the basic contract. Interim milestones proposed by the Contractor are subject to Army review and approval in accordance with Section C.4.1.4.2 of the basic contract. 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 Task Order, to show achievement of the performance objectives. This includes participation in annual Installation Action Plan (IAP) meetings, if requested by the COR. Certification and approval of project milestones will be made in accordance with Section C.6.1 of the basic contract.

5.4 *Environmental Requirements*

The Contractor shall comply with all Environmental Requirements identified in Section C.4.1.5 of the basic contract.

[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 that 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 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 Task Order. 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.

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

5.5 *Health and Safety Requirements*

Prior to beginning any field work, the Contractor shall implement a written Safety and Health Program and Site Safety and Health Plan (SSHP) in accordance with Section C.4.1.6 of the basic contract.

5.6 *Quality Management*

Since the technical approach for this Performance-Based Acquisition (PBA) shall be developed by the Contractor, the Contractor shall 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.

5.6.1 *Quality Control Testing*

The Contractor shall comply with all Quality Control Testing requirements identified in Section C.4.1.7 of the basic contract. Additionally, 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 Department of Defense (DoD) Quality Systems Manual.

5.7 *Project Repository and Administrative Record*

A project repository for the Installation is currently maintained at [Location]. The Administrative Record for the Installation is currently maintained at [Location].

The Contractor shall comply with Section C.4.1.8 of the basic contract. Additionally, 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. The Contractor shall also update the repositories for the Administrative Record for CERCLA activities, as needed. 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.

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5.7.1 Army Environmental Database and Environmental Restoration Information System

The Contractor shall comply with all applicable requirements for data validation and submission for Army Environmental Databases and Environmental Restoration Information System (ERIS) in accordance with Section C.4.1.8.2 of the basic contract. Once a site identified in this Task Order 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. The Contractor shall comply with all applicable requirements for data validation and submission.

5.8 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 Section C.4.1.11 of the basic contract, the applicable regulatory drivers listed in Section 1.0 of this Task Order, 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.

5.9 Project Stakeholders

For the purposes of this Task Order, project stakeholders pursuant to Section C.4.1.12 of the basic contract include the Army, [Regulatory Agencies], and the Restoration Advisory Board (RAB) [If applicable]. Required level of stakeholder 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 to comply with Section C.4.1.9 and C.4.1.10 of the basic contract.

5.9.1 Regulatory Involvement

The requirements of Section C.4.1.9 of the basic contract apply to this contract. Additionally, 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.

5.9.2 Restoration Advisory Board

The Contractor shall also secure a location for each scheduled meeting and shall provide all equipment to support Restoration Advisory Board meetings.

5.10 Deliverable Requirements

The requirements of Section C.4.1.13 of the basic contract apply to this Task Order except that the Army, through the COR, will receive initial draft documents and will provide comments to the Contractor within [##] business days [if >5 days (which is in the base contract) insert number of days. If keeping at 5 days, then delete this section from the Task Order]

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6.0 Key Personnel Requirements

The Government requires that the following positions, at a minimum, be designated as “key personnel”, subject to the terms and conditions for such set forth in Section C.5 and H of the basic contract. **[select at least one from this list or contact the KO for other available selections]**

<u>POSITION</u>	<u>PERSONNEL</u>
Project Manager	[TBD]
Senior Scientist/Engineer	[TBD]
Military Munitions Specialist	[TBD]
Regulatory Specialist	[TBD]
Risk Assessor	[TBD]
Certified Industrial Hygienist	[TBD]

7.0 Performance:

7.1 *Period:* **[enter estimated total period of performance inclusive of options]**

7.2 *Primary Location:* **[enter installation, city and state]**

7.3 *Basic and Optional Requirements:* *[to be developed during proposal process]*

8.0 Other Requirements

8.1 *Government Property*

8.1.a *Government-Furnished Property (and Resources)*

This Task Order incorporates all the Additional Requirements established in Section C.6.3 of the basic contract, in addition to the following:

[list all known Government-furnished property here]

In addition to the Government-furnished resources identified herein, the Army, through the COR, shall also make available the following resources to the Contractor:

- All Army-owned property used for remediation purposes. This property 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.

8.1.b *Contractor-Furnished and/or Acquired Property (and Resources)*

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. This Task Order incorporates all the Additional Requirements established in Section C.6.4 of the basic contract, in addition to the following:

[list all known equipment and other material resources required of the contractor here]

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- The provision and cost of the utilities associated with implementation of remedies, including installation of individual meters for necessary utilities.

In addition to the contractor-furnished equipment and resources identified herein, the Contractor shall also be responsible for the following:

- All waste generated under this Task Order.

8.2 Contractor's Guarantee

[If no insurance to be included with the Task Order, state, "This section is not applicable to this Task Order" and delete remaining text in this section. If insurance to be included with the Task Order, include text as follows]

The following definitions apply to this Task Order pursuant to Section C.6.5 of the basic contract:

[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 Task Order 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 Task Order.
- "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 Task Order.

8.3 Insurance Specifications

[If no insurance to be included with the Task Order, state, "This section is not applicable to this Task Order" and delete remaining text in this section. If insurance to be included with the Task Order, include text as follows]

This Task Order supersedes the requirements established in Section C.6.6 of the basic contract as follows:

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 Task Order, to include options, at all sites identified in this Task Order as requiring EI. The EI shall meet or exceed the following objectives:

1. [Note: This may be changed based site-specific requirements.] Provides coverage applicable to the sites, performance objectives, and performance standards identified in Table 1 of this Task Order as requiring insurance, and confirms that all the obligations assumed under this Task Order 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 Task Order, minus insurance, travel, and PMP costs and costs for any site locations excluded from the award or not requiring insurance.

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3. Coverage to include a Waiver of Subrogation, as applicable, for claims associated with matters and scope items addressed in this Task Order 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 Task Order 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 Task Order 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
- 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 Task Order 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.

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8.4 *Stop Work*

This Task Order supersedes the requirements established in Section C.6.10 of the basic contract as follows:

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 or radiological materials are encountered.

8.5 *Environmental Responsibility Considerations*

This Task Order incorporates all the Environmental Responsibility Considerations established in Section C.6.11 of the basic contract

8.6 *Inspections*

The Army technical experts will independently review Contractor work to ensure compliance with all applicable requirements.

CERCLA 121(c) or Remedy (if RCRA) reviews conducted during the duration of the Task Order 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 Task Order 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 consistent with Section C.6.1 of the basic contract. If the Contractor performs any task unsatisfactorily and all defects are not corrected, the Government reserves the right to terminate the Task Order 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 Task Order effort.

8.7 *Organizational Conflicts of Interest*

Any eligible ACSIM contractor currently performing work on **[INSTALLATION]** must ensure that all data pertaining to contamination at the sites compiled by or in the possession of such firm shall be made available to all potential contractors in a timely fashion to the maximum extent possible by providing such data to a data depository.

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8.8 *Privacy and Security*

This Task Order incorporates all the Additional Requirements established in Section C.6.8 of the basic contract, in addition to the following:

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

8.9 *Security/Classification:* [select as appropriate]

Classified (Level _____)

DD Form 254 attached: Yes No

Unclassified

8.10 *Applicable Labor Laws*

8.10.a *Service Contract Act* Not Applicable

Applicable SCA Wage Determination _____

8.10.b *Davis Bacon Act* Not Applicable

Applicable DBA Wage Determination _____

8.11 *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 Task Order pursuant to Section C.6.2 of the basic contract.

8.12 *Performance and Payment Bonds*

In accordance with Section C.1.1.1 and C.1.1.3 of the base contract, the Contractor:

is NOT required to furnish Performance and Payment Bonds on this Task Order.

is required to furnish Performance and Payment Bonds on this Task Order in accordance with the following:

The Contractor shall furnish a performance bond (Standard Form 1418) for the protection of the Government in an amount equal to 100 percent of the original contract price and a payment bond (Standard Form 1416) in an amount equal to 100 percent of the original contract price.

The Contractor shall furnish all executed bonds, including any necessary

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reinsurance agreements, to the Contracting Officer, prior to the start of any field work after Task Order award.

8.13 *Warranty*

In accordance with Section C.1.1 and C.1.1.3 of the base contract, the Contractor:

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

is required to provide a 5-year warranty for each site as specified in this Task Order.

9.0 Contracting Officer's Representative [to be inserted upon issuance of task order]

Name:

Organization:

Address:

Address:

City, State, Zipcode:

Telephone:

Facsimile:

Email:

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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.

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

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Attachment B: List of Acronyms

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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
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
NPL	National Priorities List
NSSDA	National Standard for Spatial Data Accuracy
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
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
USEPA	United States Environmental Protection Agency
UST	Underground Storage Tank
UTM	Universal Transverse Mercator
UXO	Unexploded Ordnance

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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.

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 Task Order.

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.

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

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

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 Task Order.

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 5.0 of this Task Order and Section C.4.1.11 of the basic contract.

[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 RC,

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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 Task Order, and all the documentation developed by the Contractor in order to achieve the performance objectives specified in this Task Order.

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). RA(O) 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 Task Order, but not unknown sites (e.g., sites not identified in this Task Order).

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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 Task Order. 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 Task Order.

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 Task Order documents, the Army receives the quality of services called for in the Task Order, 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 Task Order. 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 5.6, Quality Management, of the Task Order.

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 Task Order compliance, and Task Order 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 the Contractor receives impartial, fair, and equitable treatment under the Task Order. The KO is

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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 Task Order.

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 Task Order 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 Project Management Plan (PMP)
- Achievement of performance objective at each site specified in the Task Order
- 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 Task Order Section 5.6: Quality Management).

4.0 Performance Standards for Key Milestones/Deliverables

Since price is fixed in the performance-based acquisitions 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

<i>Performance Standard</i>	<i>Superior Performance</i>	<i>Acceptable Performance</i>	<i>Unacceptable Performance</i>
Quality	Contractor exceeds the requirements in the Task Order for the milestone/deliverable. Deliverables/milestones are approved after one round of comments from Army and Regulators and no revisions are required.	Contractor meets the requirements in the Task Order for the milestone/deliverable. Deliverables /milestones are approved with two rounds of comments received from Army and Regulators and no further revisions are	Contractor does not meet the requirements in the Task Order for the milestone/deliverable. Deliverables/milestones require more than two rounds of comments from Army and Regulators before being approved.

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		required.	
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 5.6 of the Task Order 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 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.

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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 Task Order.

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 Task Order. 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
- 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

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- 11) Review of project safety record
- 12) Adherence to the approved work plan

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Table 2 Performance Objectives, Acceptance Criteria, and Monitoring Methods

Performance Objectives	Performance Standard	Acceptable Quality Levels	Monitoring Method
Approved Project Management Plan (PMP) and Quality Assurance Surveillance Plan (QASP): <ul style="list-style-type: none">• Draft PMP and QASP within 30 days of Task Order award,• Final PMP and QASP within 30 days of receipt of COR comments on the drafts.	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">• Interim Payment schedule included in the PMP.• Activity-based schedule included in the PMP• Project Status reports provided as proposed

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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

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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