

# INSTALLATION

## Template PBA Performance Work Statement (with or without insurance)

### 1.0 Background and Introduction

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

This requirement involves [delete types not applicable to the requirement] Installation Restoration (IR), Compliance Restoration (CR), Compliance-Related Cleanup (CC), and Munitions Response (MR) sites (Munitions Response Sites or MRSs). IR and CR sites fall under the Installation Restoration Program (IRP) and MRSs fall under the Military Munitions Response Program (MMRP). The Department of Defense (DoD) established the MMRP under the Defense Environmental Restoration Program (DERP) to address unexploded ordnance (UXO), discarded military munitions (DMM), and munitions constituents (MC) located on current and former defense sites.

[Briefly describe the installation in one or more paragraphs here]

The Contractor shall be responsible for fully executing the Firm Fixed Price Remediation (FFPR) 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 [Delete the word "unforeseen" if no environmental insurance is used] environmental, explosive safety, 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. [Delete the last two sentences of this paragraph on unforeseen issues if no environmental insurance is used] 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). [Delete this last sentence if no MMRP sites in the scope] For sites addressed under the MMRP, unknown contaminants will be limited to MC and those chemicals reasonably associated with the identified munitions and munitions related activities.

[The following list of required capabilities will be installation-specific and may require revision of the "following note" and Section 2.0 of the PWS] 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] Work will include, for example, site investigation, site characterization, evaluation of remedial alternatives, remedial

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design, remedial action (construction), remediation of contaminated sites, remedial action (operations), and long-term management.

[Delete this paragraph if no MMRP sites in the scope] Under this contract, the contractor will perform munitions response actions for military munitions (MM) and munitions debris (MD). Activities may involve munitions and explosives of concern (MEC), which includes UXO, DMM, and MC if found in high enough concentrations to cause an explosive threat, non-explosive concentrations of MC and incidental contaminants related to MM.

[Delete the words “and future” if no environmental insurance is used] 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 DoD and Army policy, for the duration of the contract.

[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].

[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].

[Delete this paragraph if no MMRP sites in the scope] To perform munitions responses, the DoD primarily follows CERCLA. However, CERCLA has no special provisions for dealing with explosive safety. The DoD recently revised its Ammunition and Explosives Safety Standards (DoD 6055.09-STD) (Feb 08) and this document must be adhered to in the investigation and remediation of sites with MEC.

[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 present an imminent and substantial endangerment to the public health or welfare that result 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, the 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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[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 contract. 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 base contract-specific. This section also ties to Section 1.0, paragraph 2] This PWS includes broad-spectrum environmental services. These services may include, but are not limited to, remedial study and incidental construction associated with environmental remediation activities.

### **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. [Choose the end objective; not interim deliverables. e.g., if in RI phase and going to RC; then state only RC. Include the optimized remedy objective for all PBAs]. [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 Objectives 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 calendar days of contract award,</li><li>• Final PMP within 30 calendar days of receipt of COR comments on the drafts.</li></ul>	Army approval through the Contracting Officer's Representative (COR).

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<p>Achieve Remedial Investigation (RI) at the following site(s) by [identify specific date or within specific timeframe from Notice to Proceed (NTP) on the Contract Line Item Number (CLIN)]:</p> <ul style="list-style-type: none"> <li>[List of Sites by AEDB-R (IR, CR or MR) or AEDB-CC number and Name]</li> </ul>	<p>Compliance with FFA [or corrective action Permit #] and associated schedule [if applicable – otherwise delete].</p> <p>[if MMRP work included – otherwise delete] Department of Defense Explosives Safety Board (DDESB) approval of [Contractor or Army] prepared Explosives Safety Submission (ESS) or Explosives Site Plan (ESP).</p> <p>Army approval through the COR and Regulator approval/concurrence/acceptance [select appropriate one based on regulatory structure] (e.g., receipt of documentation confirming approval of RI Report).</p>
<p>Achieve Remedy in Place (RIP) at the following sites by [identify specific date or within specific timeframe from Notice to Proceed (NTP) on the Contract Line Item Number (CLIN)]:</p> <ul style="list-style-type: none"> <li>[List of Sites by AEDB-R (IR, CR or MR) or AEDB-CC number and Name]</li> </ul> <p>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 or until achievement of Site Close-Out (SC), whichever comes first.</p> <p>.</p>	<p>Compliance with FFA [or corrective action Permit #] and associated schedule [if applicable – otherwise delete].</p> <p>[if MMRP work included – otherwise delete] Department of Defense Explosives Safety Board (DDESB) approval of [Contractor or Army] prepared Explosives Safety Submission (ESS) or Explosives Site Plan (ESP).</p> <p>Army approval through the COR and Regulator approval/concurrence/acceptance [select appropriate one based on regulatory structure] (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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<p>Perform RA(O) at the following site(s) for the duration of the contract or until achievement of RC, whichever comes first:</p> <ul style="list-style-type: none"> <li>• [List of Sites by AEDB-R (IR, CR or MR) or AEDB-CC number and Name]</li> </ul> <p>Upon achievement of RC, perform any necessary Long-Term Management (LTM) at the above site(s) for the duration of the contract or until achievement of Site Close-Out (SC), whichever comes first.</p>	<p>Compliance with FFA [or corrective action Permit #] and associated schedule [if applicable – otherwise delete].</p> <p>Army approval through the COR and Regulator approval/concurrence/acceptance [select appropriate one based on regulatory structure] (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 site(s) by [Date]:</p> <ul style="list-style-type: none"> <li>• [List of Sites by AEDB-R (IR, CR or MR) or AEDB-CC number and Name]</li> </ul> <p>Upon achievement of RC, perform any necessary Long-Term Management (LTM) at the above site(s) for the duration of the contract or until achievement of Site Close-Out (SC), whichever comes first.</p>	<p>Compliance with FFA [or corrective action Permit #] and associated schedule [if applicable – otherwise delete].</p> <p>DDESB approval of contractor prepared ESS or ESP. [if applicable – otherwise delete].</p> <p>Army approval through the COR and Regulator approval/concurrence/acceptance [select appropriate one based on regulatory structure] (e.g., receipt of documentation confirming RC; LTM exit or ramp down strategy; LTM reports incorporating requirements of the exit or ramp down strategy).</p>
<p>Perform any necessary LTM at the following site(s) for the duration of the contract or until achievement of Site Close-Out (SC), whichever comes first:</p> <ul style="list-style-type: none"> <li>• [List of Sites by AEDB-R (IR, CR or MR) or AEDB-CC number and Name]</li> </ul>	<p>Compliance with FFA [or corrective action Permit #] and associated schedule [if applicable – otherwise delete].</p> <p>Army approval through the COR and Regulator approval/concurrence/acceptance [select appropriate one based on regulatory structure] (e.g., LTM exit or ramp down strategy; LTM reports incorporating requirements of the exit or ramp down strategy).</p>

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<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 site(s) 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 anticipated in [include year of next review(s) that fall during period of performance on this contract].</p>	<p>Army approval through the COR and Regulator approval/ concurrence/ acceptance [select appropriate one based on regulatory structure] (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/ concurrence/ acceptance [select appropriate one based on regulatory structure] (e.g., documentation acknowledging that objective was achieved in a manner acceptable to Army and Regulators).</p>

[if going RI only for MMRP site(s), then this section should be deleted] 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.

[if going RI only, then this section should be deleted] 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) 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.
- Conducting any CERCLA 121(c) reviews required at that site for the duration of the contract.
- CERCLA 121(c) 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) 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

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Federal Acquisition Regulation (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) 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) 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 of this PWS). 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 7.3[adjust numbering if environmental insurance sections removed and latter sections re-numbered] of this PWS), 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 and consistent with the Performance Requirements Summary in Table 2 below. 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) reviews.

**Table 2: Performance Requirements Summary**

Desired Outcomes	Required Services	Performance Standards	Monitoring Method	Incentive/Disincentives For Meeting or Not Meeting the Acceptable Quality Level
<b>Quality Control/Assurance &amp; Safety</b>				
Safety	Maintain high safety standards	Zero Class A Safety violations (CONUS only) where the contractor is determined at fault.	Submission of accident reports, adverse safety inspection reports, and similar documents.	Issuance of a cure notice and possible termination of task order or contract for continuous or uncorrected safety violations. Adverse past performance reports. The contractor may be in danger of not having its option period exercised
Performance	Compliance with PWS and referenced applicable regulations	No more than five Corrective Action Reports (CARs) received by the contractor within a given task order	COR Submission of CARs, COR report of failure to delivery acceptable product or service in accordance with Performance-Based Milestones/Objectives.	Issuance of a cure notice and possible termination of task order or contract for continuous or uncorrected performance deficiencies, or for failure to complete Performance-Based Milestones/Objectives. Adverse past performance reports. The contractor may be in danger of not having its option period exercised

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## 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) calendar 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 calendar 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

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 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 of this PWS, 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.

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### 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 of this PWS, 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 7.3 [adjust numbering if environmental insurance sections removed and latter sections re-numbered] of this PWS, *Certification and Approval of Project Milestones and Deliverables*).

#### **Major Milestones**

- Approval of the Project Management Plan
- Achievement of (acceptance/approval of) SI at [Site] by [Date]
- Achievement of (acceptance/approval of) RI at [Site] by [Date]
- 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
- Approval of an exit or ramp-down strategy for LTM
- Approval of the CERCLA 121(c) review(s)
- Successful correction of deficiencies noted in the CERCLA 121(c) 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

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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 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) 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 must be compliant with the Spatial Data Standards for Facilities, Infrastructure, and Environment v2.6. Spatial data must meet the requirements of the associated Quality Assurance Plan (QAP). If no QAP exists for the data layers developed, the Contractor shall meet the minimum requirements listed in Attachment D. Each geospatial data set shall be accompanied by metadata conforming to the Federal Geographic Data Committee (FGDC) Content Standard for Digital Geospatial Metadata (CSDGM) and the Army Installation Geospatial Information & Services (IGI&S) Metadata Standard, v1. The horizontal accuracy of any geospatial data created by the contractor shall be tested and reported in accordance with the National Standard for Spatial Data Accuracy (NSSDA) and the results shall be recorded in the metadata. All data must have a datum of WGS84 and a defined projection. Army technical experts will independently review Contractor work to ensure compliance with all spatial data requirements. Installation subject matter experts will review Contractor work and validate geospatial data. The Contractor will provide validated data to the COR for submission by the Installation to the Army Mapper database.

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.

The Contractor shall consider and implement green response/remediation strategies and applications to maximize sustainability, reduce energy and water usage, promote carbon neutrality, promote industrial materials reuse and recycling, and protect and preserve land resources, consistent with DOD's Policy on Consideration of Green and Sustainable Remediation Practices in the Defense Environmental Restoration Program. The contractor shall

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present green remediation options and approaches in its work plans, maintain records of “green-related” activities, and report this information to the COR in its project status reports.

### 4.4.1 MEC-Related Guidance [Delete this section if no MMRP sites in the scope]

MEC-related guidance includes, but may not be limited to, the following:

- MEC includes UXO, as defined in 10 U.S.C. 101(e)(5); DMM, as defined in 10 U.S.C. 2710(e)(2); or Munitions Constituents (MC), as defined in 10 U.S.C. 2710(e)(3), present in high enough concentrations to pose an explosive hazard.
- MEC distinguishes specific categories of military munitions that may pose unique explosives safety risks. Because MEC being actively managed may be determined to be hazardous waste, 29 Code of Federal Regulations (CFR), Hazardous Waste Operations and Emergency Response, Section 1910.120, may apply.
- Per the guidelines set forth in DoDI 4140.62 and DDESB Technical Paper 18, UXO qualified personnel will be responsible for determining the explosive safety status of any material recovered that may pose an explosive hazard (i.e., material potentially presenting an explosive hazard (MPPEH)).
- [This paragraph will be installation-specific] Should MEC be encountered during this response, UXO-qualified personnel will evaluate the explosive hazard and remove it, including by open detonation in place. This response will be conducted per the CERCLA and the NCP, applicable state and federal regulation, and applicable DoD, U.S. Army policies and procedures.

### 4.5 Health and Safety Requirements

Prior to beginning any fieldwork, the Contractor shall implement a written Safety and Health Program compliant with federal, state, and local laws and regulations and approved by the COR. 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. Training and medical screening per 29 CFR 1910.120(e) is required for the contract.

[Delete this paragraph if no MMRP sites in the scope] Additionally, the Contractor must adhere to all DoD and DA policies, procedures and regulations for munitions response. This includes but is not limited to DOD 6055.09-STD, Ammunition and Explosives Safety Standards; Army Regulation 385-10, the Army Safety Program; Department of the Army Pamphlet 385-63, Range

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Safety; and Department of the Army Pamphlet 385-64, Ammunition and Explosives Safety Standards.

The site is not suspected to contain CWM; however, if suspect CWM is encountered during any phase of site activities the Contractor shall immediately halt operations and contact the COR for assistance and guidance. [This paragraph will be installation specific – e.g. If CWM is part of the scope to achieve objective, revise to have contractor responsible vs. Army.]

All activities involving work in areas potentially containing MEC hazards shall be conducted in full compliance with Department of Army, state, and local requirements regarding personnel, equipment and procedures, and DoD Standard Operating Procedures and safety regulations.

### 4.5.1 Personnel Qualifications and Work Week [Delete this section if no MMRP sites in the scope]

Personnel involved in certain munitions response activities will, as required, meet the qualifications of DDESB, Technical Paper (TP) 18 - Minimum Qualifications for UXO Technicians and UXO-Qualified Personnel. Due to the inherent risks associated with munitions response activities, personnel performing munitions response activities that present an explosive risk shall be subject to work hour limitations, unless specifically authorized by the COR.

### 4.5.2 Safety Documentation and Reporting [Delete this section if no MMRP sites in the scope]

Army Engineer Manual (EM) 385-1-1, part 01.D "Accident Reporting and Recordkeeping" is required for the work identified in this PWS.

## 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 E and incorporating the Performance Objectives and Requirements Summaries in Table 1 and 2 of the PWS, shall be submitted with the PMP deliverables within thirty (30) calendar days of award. The Final QASP will be prepared by the Army.

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.

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### 4.7 *Quality Control*

4.7.1 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. All sampling and analysis shall comply with the requirements of the most recently approved DoD Quality Systems Manual (QSM). The laboratory (ies) to be used by the Contractor shall be DoD Environmental Laboratory Accreditation Program (DoD ELAP) 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 laboratory (ies) shall be DoD ELAP certified or equivalent and meet the requirements of USEPA, specific state regulator requirements, and all requirements of the most recently approved DoD Quality Systems Manual (QSM).

4.7.2 Following contract award and during project implementation, the Contractor shall develop and submit documentation of project-specific quality assurance (QA) and QC activities prepared in accordance with the Uniform Federal Policy for Quality Assurance Project Plans (UFP-QAPP). The Government will review and return the quality systems documentation, with comments, indicating acceptance or rejection. If necessary, the Contractor shall revise the documentation to address all comments and shall submit the revised documentation to the Government for acceptance. In addition, the Contractor shall develop and submit Quality Control Summary Reports to summarize the quality control details of the contract project. The problems and successes of the work done to control the quality of the chemical measuring activities and other chemically related cleanup activities shall be included in the summary reports.

### 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.

The Contractor shall also 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

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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*

If 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) or AEDB-CC. In addition, the Contractor shall upload all generated analytical data into the Environmental Restoration Information System (ERIS) on a quarterly basis. The Army, through the COR, will provide data specifications for AEDB-R 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*

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) [list all Stakeholders to include regulatory agencies listed in Section 1, any private landowners [if applicable], and RAB if established]. 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*

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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.

[If no RAB currently exists, need to include biannual interest survey requirement, otherwise delete] At this time, there is not sufficient community interest to establish and sustain a Restoration Advisory Board (RAB) or Technical Review Committee (TRC). The Installation will conduct biannual public interest assessments and if the assessments indicate adequate public interest exists, will establish a RAB and activities required to support the RAB meetings will be included in this effort.

[Include this if no CRP currently exists and scope involves MMRP work. Include with non-MMRP work only if being conducted under CERCLA authority and no CRP currently exists] The Contractor is responsible for developing an approved Community Relations Plan (CRP) for the Installation.

#### 4.13.1 Communications

The Contractor shall not make available or publicly disclose any data or report generated under this contract unless specifically authorized by the COR. If any person or entity requests information from the Contractor about the subject of this scope of work or work

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being conducted hereunder, the Contractor shall refer them to the COR. All reports and other information generated under this scope of work shall become the property of the Government, and distribution to any other source by the Contractor is prohibited unless authorized by the COR.

### 4.14 Deliverable Requirements

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 thirty (30) calendar 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).

[Delete this paragraph if no MMRP sites in the scope] The Contractor shall follow the substantive requirements for all subject areas of the US Army Corps of Engineers (USACE) guidance applicable to deliverables required for achievement of performance objectives identified in this PWS. If versions of Engineer Manuals, Data Item Description (DID), etc. are updated, the substantive requirements of the most recently approved version will apply to this PWS. The requirements can be found at [http://www.hnd.usace.army.mil/oew/CX\\_mission.aspx](http://www.hnd.usace.army.mil/oew/CX_mission.aspx).

[Delete this paragraph if no MMRP sites in the scope] The Munitions Response Site Prioritization Protocol (MRSP) requirements in 32 CFR Section 179 require the DoD in consultation with representatives of the states and Indian tribes, to assign each MRS a relative priority for response actions. The initial MRSP score for MRSs is developed during the SI phase. These MRSP scores must be reviewed annually and must be revised whenever new data are obtained. Pursuant to this requirement, the Contractor shall annually review, revise MRSP scores based on new information, and submit to the Army. In addition, the Contractor shall also include any information that may have influenced the MRS priority or MRS sequencing decision in the Administrative Record and the Information Repository. Furthermore, the FY02 Defense Authorization Act creating the MMRP requires DoD to develop and maintain an inventory of defense sites that are known or suspected to contain UXO, DMM or MC. Pursuant to this requirement, the Contractor shall submit annual updates to the Installation Munitions Response (MR) map that reflect changes to the location, boundaries and/or extent of the MMRP sites in .pdf format. Note that these two annual deliverables will not be accepted as interim payment milestones.

The Contractor shall propose deliverables and payment milestones as part of its proposal, and if approved by the Army, included as part of the PMP. Final decisions regarding the adequacy of milestone and deliverable completion resides with the COR (see *Section 4.3 of this PWS, Milestone Presentations*) and will be based on the appropriate acceptance and approval of required documentation by Regulatory Agencies, consistent with CERCLA and the NCP.

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## 5.0 Expertise and Necessary Personnel

The Contractor shall provide the necessary personnel and equipment to execute this PWS successfully. 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 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. [The Project Manager is required for all contracts. Contact the KO for available selections if the required personnel is not listed below]

<u>POSITION</u>	<u>PERSONNEL</u>
Project Manager	[to be proposed by offeror]
Senior Scientist/Engineer	[to be proposed by offeror]
Senior UXO Supervisor	[to be proposed by offeror]
UXO Safety Officer	[to be proposed by offeror]
UXO Quality Control Specialist	[to be proposed by offeror]
Regulatory Specialist	[to be proposed by offeror]
Risk Assessor	[to be proposed by offeror]
Certified Industrial Hygienist	[to be proposed by offeror]

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 contract.

### 6.2 Period of Performance

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[for contracts with known POP] The period of performance will not exceed [X] years from the date of award, inclusive of all options.

[for contracts with unknown POP due to timing of CLINs being exercised] The ordering period shall commence upon the date of contract award and may continue for a period of five years, if all options are exercised. The period of performance shall not exceed five (5) years from the date of award of the last ordered option.

### 6.3 Basic and Optional Requirements

[list any CLINs here that the Government may not exercise – e.g. true options and not simply those not exercised at the time of award. State something like, “SubCLINs 1004AA and 1004AB are the Basic Requirements under this contract. SubCLINs 1004BA through 1004BE are options to be exercised unilaterally at the Government’s discretion at the negotiated, firm-fixed line item prices, if determined to be in the Government’s best interest upon the completion of SubCLIN 1004AB. The Government reserves the right to not exercise any options under this contract.”]

## 7.0 Additional Requirements

### 7.1 Resources

#### 7.1.a Army Furnished Resources

- list any and all government furnished property and resources, see below for examples – remove examples prior to release that are not applicable]

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.
- 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.
  - EXAMPLE: CSWPY-33: Camp Swampy Dump Site Methane gas collection system
- Execution of Rights of Entry (ROEs) for sites included in this Contract.
- The cost for evacuations, compensation, and temporary housing for displaced residents during intrusive activities and MEC destruction will be the responsibility of the Government.

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7.1.b *Contractor Furnished Resources* [List any and all additional contractor responsibilities-see below for examples – **remove examples prior to release that are not applicable**]

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.
- EXAMPLE Preparation of all draft ROE's required to achieve the performance objectives identified in this contract.[contractors can help prepare as long as Government Real Property Officer executes so can include this here and execution above or have all done by Army and remove this]
- EXAMPLE: Operation of the gas collection trench at CSMPY-33: Camp Swampy Dump Site upon completion of the existing contract in April 2011 and abandonment of the system and trench if applicable during the period of performance of this contract.

7.2 *Contractor's Guarantee* [Delete this section if no EI is used]

The following definitions apply to this PWS:

- "Project Price" for each site identified in the PWS will be equal to the approved proposed price for achieving completion of remediation services in accordance with the PWS, the payment of which will be tied to one or more project milestones. The Project Price does not include the cost of the PMP, insurance premiums or surplus line taxes, if applicable.
- "Guarantee Limit" is equal to [define on PWS specific basis, if applicable. For example, "Guarantee Limit" is equal to one and one half (1.5) times the sum of all of the Project Prices for the sites identified in this PWS.] provided the contractor maintains a COR assigned performance rating of satisfactory or higher in accordance with the QASP performance rating definitions throughout the life of the contract.
- "Contractor's Project Costs" are defined as those costs incurred by the Contractor (including costs covered by insurance and PMP) in executing the work required to achieve the performance objectives identified in the PWS for all sites identified in this contract.

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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.

### *7.2.1 Insurance Specifications* [Delete this section if no EI is used]

If the Contractor chooses to use a commercial environmental insurance product as part of their risk management approach to satisfy the Guaranteed Limit on this PWS and will request a separate contract line item for environmental insurance, the following requirements apply:

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. 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 PWS, 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;

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- 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
- 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) business days 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.

*[Re-number if previous two sections are deleted]*

### 7.3 *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 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 [adjust according to scope] RA(O), LTM, and CERCLA 121(c) 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.

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Representatives of USAEC, USACE, the installation, 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 milestone payments in accordance with milestone completions and approvals at the COR level.

### 7.4 *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 CO. 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).

### 7.5 *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.

### 7.6 *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 – adjust if CWM or MEC is part of scope.] 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.

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- 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.

### 7.7 Inspections

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

[if going RI only for MMRP site(s), then this section should be revised to remove CERCLA 121c or Remedy Reviews and only leave correction of deficiencies theme] CERCLA 121(c) or Remedy 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 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 consistent with the basic contract. 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 going RI only for MMRP site(s), then this section should be revised] If the Contractor is conducting RA(O), LTM, or completing a CERCLA 121(c) or Remedy 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 review which may require modification of that remedy are considered outside the scope of this contract effort.

### 7.8 Organizational Conflicts of Interest

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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 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 Access 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. If something requires advance approval or arrangement for access (e.g. ROEs requiring a long lead time to execute), indicate approximate advance notice timeframes needed here]

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- Access to private land requires advance notice, and access rights need to be established with property owners. ROE agreements will be executed by a Government Real Property Officer as indicated in Section 8.1.a, but may require up to 120 days advance notice from the contractor prior to the date of need in order to complete.
- Intermittent closures of sections of the Camp Swampy golf course will need to be coordinated and scheduled in advance with the course management. The dig permit process generally takes between one and two weeks.

### 7.10 Travel

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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]

**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** [to be inserted upon issuance of contract]

Name:

Organization:

Address:

Address:

City, State, Zip Code:

Telephone:

Facsimile:

Email:

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## Attachment A: Reference Documents

The Army believes that documentation provided with the solicitation represents the most recent and appropriate documentation available for the Installation and sites identified in this contract. 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 contract. 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 3: Available Reference Documents.***

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

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### Attachment B: List of Acronyms [insert or delete table rows below to update]

AEDB-R	Army Environmental Database - Restoration Module
AEDB-CC	Army Environmental Database - Compliance-Related Cleanup Module
APP	Accident Prevention Plan
AR	Administrative Record
ARAR	Applicable or Relevant and Appropriate Requirement
CAIS	Chemical Agent Identification Sets
CAR	Corrective Action Report
CCC	Clean Cost Cap
CERCLA	Comprehensive Environmental Response, Compensation, and Liability Act
CFR	Code of Federal Regulations
CLIN	Contract Line Item Number
CMI(O)	Corrective Measures Implementation (Operations)
CMS	Corrective Measures Study
CONUS	Continental United States
COR	Contracting Officer's Representative
CPAR	Contractor Performance Assessment Report
CR	Compliance Restoration
CRP	Community Relations Plan
CSDGM	Content Standard for Digital Geospatial Metadata
CWM	Chemical Warfare Materiel
DA	Department of the Army
DDESB	Department of Defense Explosives Safety Board
DERP	Defense Environmental Restoration Program
DID	Data Item Description
DMM	Discarded Military Munitions
DoD	Department of Defense
DTSC	Department of Toxic Substances Control
EI	Environmental Insurance
EM	Engineer Manual
EMS	Environmental Management System
EOD	Explosive Ordnance Disposal
ERIS	Environmental Restoration Information System
ESP	Explosive Site Plan
ESS	Explosives Safety Submission
FAR	Federal Acquisition Regulation
FFA	Federal Facility Agreement
FFPR	Firm Fixed Price Remediation
FGDC	Federal Geographic Data Committee
FS	Feasibility Study
FSC	Financial Size Category

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GIS	Geographic Information System
HRR	Historical Records Review
IAP	Installation Action Plan
IRIS	Integrated Risk Information System
KO	Contracting Officer
LTM	Long-Term Management
LUC	Land Use Control
MC	Munitions Constituents
MCL	Maximum Contaminant Level
MD	Munitions Debris
MEC	Munitions and Explosives of Concern
MM	Military Munitions
MMRP	Military Munitions Response Program
MPPEH	Material Potentially Presenting an Explosive Hazard
MR	Munitions Response
MRS	Munitions Response Sites
MRSP	Munitions Response Site Prioritization Protocol
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
NTP	Notice to Proceed
OSHA	Occupational Safety and Health Administration
PBA	Performance-Based Acquisition
P/C	Pollutants and/or Contaminants
PMP	Project Management Plan
POP	Period of Performance
PPE	Personal Protective Equipment
PWS	Performance Work Statement
QA	Quality Assurance
QAPP	Quality Assurance Project Plan
QASP	Quality Assurance Surveillance Plan
RAB	Restoration Advisory Board
RA(O)	Remedial Action (Operations)
RC	Response Complete
RCRA	Resource Conservation and Recovery Act
RCWM	Recovered Chemical Warfare Materiel
RDX	Cyclotrimethylenetrinitramine
READ	Repository of Environmental Army Documents
RfD	Reference Dose
RFI	RCRA Facility Investigation
RFP	Request for Proposal

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RI	Remedial Investigation
RIP	Remedy In Place
ROD	Record of Decision
ROE	Right of Entry
RPO	Real Property Officer
SARA	Superfund Amendments and Reauthorization Act
SC	Site Closeout
SDSFIE	Spatial Data Standards for Facilities, Infrastructure, and Environment
SI	Site Inspection
SME	Subject Matter Expert
SSHP	Site Safety and Health Plan
TNT	Trinitrotoluene
TP	Technical Paper
TRC	Technical Review Committee
UFP	Uniform Federal Policy
USACE	United States Army Corps of Engineers
USAEC	United States Army Environmental Command
USC	United States Code
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:* Costs incurred by the Contractor (including costs covered by insurance and the PMP) in executing the work required to achieve the performance objectives identified in the PWS for all sites identified in this contract/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 agency, 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 PWS.

*Discarded Military Munitions (DMM)* – Military munitions that have been abandoned without proper disposal or removed from storage in a military magazine or other storage area for the purpose of disposal. The term does not include unexploded ordnance, military munitions that are being held for future use or planned disposal, or military munitions that have been properly disposed of consistent with applicable environmental laws and regulations.

*Explosive Ordnance Disposal (EOD)* – The detection, identification, on-site evaluation, rendering safe, recovery, and final disposal of unexploded explosive ordnance. It may also include explosive ordnance that has become hazardous by damage or deterioration.

*Guarantee Limit:* [define on PWS specific basis or delete, if not applicable - for example: is equal to one and one half (1.5) times the sum of all of the Project Prices for the sites identified in this PWS – need to match with Section 7.2 of the PWS]

[Remove if going to RI only in table 1 of 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.

*Military Munitions (MM)* – All ammunition products and components produced or used by or for the DoD or the U.S. Armed Services for national defense and security, including MM under the control of the DoD, the U.S. Coast Guard, the U.S. Department of Energy, and National Guard personnel. The term military munitions includes: confined gaseous, liquid, and solid propellants, explosives, pyrotechnics, chemical and riot control agents, smokes, and incendiaries used by DoD components, including bulk explosives and chemical warfare agents, chemical munitions, rockets, guided and ballistic missiles, bombs, warheads, mortar rounds, artillery ammunition, small arms ammunition, grenades, mines, torpedoes, depth charges, cluster munitions and dispensers, demolition charges, and devices and

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components thereof. MM do not include wholly inert items, improvised explosive devices, and nuclear weapons, nuclear devices, and nuclear components thereof. However, the term does include non-nuclear components of nuclear devices, managed under DOE's nuclear weapons program, after all required sanitization operations under the Atomic Energy Act of 1954, as amended, have been completed.

*Munitions Constituents (MC)*: Any materials originating from unexploded ordnance, DMM, or other military munitions, including explosive and non-explosive materials, and emission, degradation, or breakdown elements of such ordnance or munitions.

*Munitions Debris (MD)* – Remnants of munitions (e.g., fragments, penetrators, projectiles, shell casings, links, fins) remaining after munitions use, demilitarization, or disposal.

*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.

*Munitions response* – A response action, including investigation, removal actions, and remedial actions, to address the explosives safety, human health, and/or environmental risks presented by munitions and explosives of concern (MEC) and/or MC.

*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 PWS.

**[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*: The approved proposed price for achieving completion of remediation services in accordance with the PWS, the payment of which will be tied to one or more project milestones. The Project Price does not include the cost of the PMP, insurance premiums or surplus line taxes, if applicable.

*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.

**[Remove if going to RI only in table 1 of 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). RA(O) includes development and implementation of an exit or ramp-down strategy for LTM activities at each site.

**[Remove if going to RI only in table 1 of PWS]** *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

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operate until cleanup levels have been attained. Because operation of the remedy is ongoing, the site cannot be considered Response Complete.

**[Remove if going to RI only in table 1 of PWS]** *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.

**[Remove if going to RI only in table 1 of PWS]** *Site Close-Out*: Site Close-Out 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 Close-Out 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 Close-Out 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.

**[Remove if no guarantee limit/environmental insurance is used]** *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). For sites addressed under the MMRP, unknown contaminants will be limited to MC and those chemicals reasonable associated with the identified munitions and munitions related activities.

*Unexploded ordnance (UXO)*: Military munitions that have been primed, fuzed, armed, or otherwise prepared for action; have been fired, dropped, launched, projected, or placed in such a manner as to constitute a hazard to operations, installations, personnel, or material; and remain unexploded either by malfunction, design, or any other cause.

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### **Attachment D: Minimum Requirements for Data Layers Without An Established Quality Assurance Plan**

- Installation geospatial data shall be provided in a personal geodatabase compliant with the Spatial Data Standards for Facilities, Infrastructure, and Environment (SDSFIE), version 2.6
- If a geospatial data layer contains a discriminator per SDFSIE v2.6, the discriminator must be populated
- All features shall be attributed with the Installation Code from the Headquarters Installation Information System (HQIIS)
- Each data layer shall be accompanied by metadata conforming to the Federal Geographic Data Committee (FGDC) Content Standard for Digital Geospatial Metadata (CSDGM) and the Army Metadata Standard
- The FGDC National Standard for Spatial Data Accuracy (NSSDA) shall be used to evaluate and report the positional accuracy of all data layers submitted
- All data shall be provided with a defined projection and must have a datum of WGS84
- All data shall be topologically sound and geometrically correct. This includes no null or empty features, no non-simple features and no duplicate features.
- All data shall meet the basic topology rule set for installation geospatial data. Exceptions to the topology rules are possible. In case of an exception, a justification must be provided in the data layer documentation.
  - Point features
    - Must be located inside polygons of parent feature class
  - Line features
    - Must not self overlap
    - Must not self intersect
    - Must be single part
    - Must not have pseudo-nodes
    - Must not have dangles
  - Polygon features
    - Must not overlap
    - Must not have gaps

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

### 1.0 Overview

**1.1 Introduction.** This performance-based Quality Assurance Surveillance Plan (QASP) sets forth the procedures and guidance that the Contracting 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). A copy of the signed final QASP will be furnished to the Contractor so that the Contractor will be aware of the methods that the COR will use in evaluating performance for each task order under this contract.

**1.2 Purpose.** 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 PWS 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 contract. 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 Exceptional, Very Good, Satisfactory, Marginal, and Unsatisfactory 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 corrective action procedures.
7. Describe payment 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 4.0, Project Management, of the PWS.

### 2.0 Roles and Responsibilities of Army Officials

**2.1 Contracting Officer.** The Contracting Officer (KO) has overall responsibility for overseeing the Contractor's performance. The KO is responsible for the day-to-day monitoring

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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 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 contract.

**2.2 Contracting Officer's Representative (COR).** 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.

**2.3 Technical Expertise and Subject Matter Experts.** The KO and COR 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**

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

- Acceptance of the final Project Management Plan (PMP)
- Achievement of performance objective at each site specified in the PWS
- Acceptance of annual monitoring report(s)
- Acceptance of the final exit or ramp-down strategy for RAO/LTM
- Acceptance 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 Section 4.6: Quality Management, of the PWS).

### **3.2 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 five standards: quality, schedule, safety, management of key personnel and resources, and stakeholder concurrence. For each of these performance standards, the COR will assign one of five ratings of the Contractor's performance: exceptional, very good, satisfactory, marginal, or unsatisfactory as defined in Table 1 of the QASP. Note: These performance standards may be modified to meet the needs of the Army.

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**Table 1: QASP Performance Standards and Ratings Definitions**

Performance Standard	Exceptional	Very Good	Satisfactory	Marginal	Unsatisfactory
Basic Definition	Contractor exceeds the performance requirements for the milestone, deliverable, or standard, with no substantive input from the government.	Contractor exceeds the performance requirements for the milestone, deliverable, or standard, with minimal input from the government.	Contractor meets the performance requirements for the milestone, deliverable, or standard, with moderate input from the government.	Contractor meets the performance requirements for the milestone, deliverable, or standard, with significant input from the government.	Contractor does not meet the performance requirements for the milestone, deliverable, or standard, after significant input from the government.
<b>Performance Category: Quality of Product or Service</b>					
<b>Quality</b>	Draft Final and Final deliverables are of excellent quality, approved as submitted, or with no substantive comments limited to grammar, spelling, or terminology.  Army audit finds that the data collected and/or the work performed exceeds the requirement of the PWS. No deficiencies noted.	Draft Final deliverables are of high quality and comments are mostly minor. Final deliverables are approved after one (1) round of Army comments on the Draft Final through acceptance of response to comments table and back check of Final report against original comments. No further revisions are required.  Army audit of work does not identify any deficiencies that compromise the quality of the data collected or work performed.	Draft Final deliverables are of acceptable quality with only a few number of comments identifying major weaknesses. Final deliverables are approved after two (2) rounds of Army comments on Draft Final. No further revisions are required.  Army audit of work identifies deficiencies that do not compromise the quality of the data collected or work performed, and can be corrected.	Draft Final deliverables are of poor quality with a significant number of comments identifying major weaknesses or deficiencies. Final deliverables require more than two (2) rounds of Army comments on Draft Final before being approved. (e.g., changes are required to the Final document due to inadequate incorporation of comments).  Army audit of work identifies deficiencies that compromise the quality of the data collected or work performed, but was corrected.	Draft Final deliverables are of very poor quality and are rejected for re-submittal without comment. Final deliverables did not comply with contract requirements, or one or more document versions required more than three (3) rounds of Army comments before being approved.  Army audit of work identifies deficiencies that compromise the quality of the data collected or work performed, and cannot be corrected.

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Performance Standard	Exceptional	Very Good	Satisfactory	Marginal	Unsatisfactory
<b>Performance Category: Schedule</b>					
<b>Schedule</b>	Contractor Achieves milestone more than 90 days ahead of schedule (unless the COR waives this requirement), per criteria established in the PWS and the QASP.	Contractor Achieves milestone less than 90 days but more than 30 days ahead of schedule (unless the COR waives this requirement), per criteria established in the PWS and the QASP.	Contractor achieves milestone according to the schedule (unless the COR waives this requirement), per criteria established in the PWS and the QASP.	Contractor achieves milestone more than 30 days but less than 90 days behind schedule (unless the COR waives this requirement), per criteria established in the PWS and the QASP.	Contractor achieves milestone more than 90 days behind schedule (unless the COR waives this requirement), per criteria established in the PWS and the QASP.
<b>Performance Category: Safety</b>					
<b>Safety</b>	No significant safety deficiencies are reported during QA inspection of fieldwork. No lost time accidents or injuries are recorded during the fieldwork.	No more than one (1) serious safety deficiencies are reported during QA inspection of fieldwork. If any serious safety deficiency is noted during the project, appropriate investigation, corrective action, implementation, and written verification of the corrective action are provided to the Army. No lost time accidents or injuries are recorded during the fieldwork.	No more than two (2) serious safety deficiencies are reported during QA inspection of fieldwork. If any serious safety deficiency is noted during the project, appropriate investigation, corrective action, implementation, and written verification of the corrective action are provided to the Army. No lost time accidents or injuries are recorded during the fieldwork.	No more than three (3) serious safety deficiencies are reported during QA inspection of fieldwork. If any serious safety deficiency is noted during the project, appropriate investigation, corrective action, implementation, and written verification of the corrective action are provided to the Army. No more than one lost time accident or injury is recorded during the fieldwork.	More than three (3) serious safety deficiencies are reported during QA inspection of field activities, or a serious safety deficiency is reported but not properly investigated and corrected, or two or more lost time accidents or injuries is recorded during the fieldwork.
<b>Performance Category: Management of Key Personnel and Resources</b>					
<b>Management of Key Personnel and Resources</b>	All personnel proposed by the contractor were assigned to the project. Some personnel were substituted by	All personnel proposed by the contractor were assigned to the project. Some personnel were substituted by higher qualified individuals.	All personnel proposed by the contractor were assigned to the project. Some personnel were substituted by equally qualified individuals.	All personnel proposed by the contractor were assigned to the project. Some personnel were substituted by equally qualified individuals.	All personnel proposed by the contractor were assigned to the project. Some personnel were substituted by lesser qualified individuals.

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Performance Standard	Exceptional	Very Good	Satisfactory	Marginal	Unsatisfactory
	<p>higher qualified individuals.</p> <p>Zero (0) instances of resource management issues creating a negative impact to the activity.</p>	<p>No more than one (1) instance of resource management issues creating a negative impact to the activity.</p>	<p>Informal poor performance feedback on conduct of personnel is provided by the COR but are corrected.</p> <p>No more than two (2) instances of resource management issues creating a negative impact to the activity.</p>	<p>Formal letter of poor performance feedback on conduct of personnel is provided by the COR but are corrected.</p> <p>No more than three (3) instances of resource management issues creating a negative impact to the activity.</p>	<p>Written request from KO requesting removal of assigned personnel for poor performance or notification of poor performance is provided by the COR and is not corrected.</p> <p>More than three (3) instances of resource management issues creating a negative impact to the activity.</p>
<b>Performance Category: Stakeholder Concurrence</b>					
<b>Stakeholder Concurrence</b>	<p>Contractor obtains concurrence on deliverables from all Army stakeholders to include USAEC and the installation and from Federal and/or State regulators. This concurrence is obtained independently with little involvement and coordination required by</p>	<p>Contractor obtains concurrence on deliverables from all Army stakeholders to include USAEC and the installation and from Federal and/or State regulators. This concurrence is obtained independently with limited involvement and coordination required by the Government.</p>	<p>Contractor obtains concurrence on deliverables from all Army stakeholders to include USAEC and the installation and from Federal and/or State regulators. This concurrence is obtained with moderate involvement and coordination required by the Government.</p>	<p>Contractor obtains concurrence on deliverables from all Army stakeholders to include USAEC and the installation and from Federal and/or State regulators. This concurrence is obtained with significant involvement and coordination required by the Government.</p>	<p>Contractor does not obtain concurrence on deliverables from Army stakeholders to include USAEC and the installation and/or from Federal and/or State regulators.</p>

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Performance Standard	Exceptional	Very Good	Satisfactory	Marginal	Unsatisfactory
	the Government.				
<i>Performance Category: Cost Control (Applicable for Cost Reimbursement Contracts Only)</i>					
NA	NA	NA	NA	NA	NA

**3.3** If a milestone/deliverable as described in the QASP is rated as being of unsatisfactory quality at the time that the PMP deadline for the milestone/deliverable expires, the milestone/deliverable will automatically receive an unsatisfactory rating for timeliness. At no point will a milestone/deliverable receive an exceptional, very good, or satisfactory rating for timeliness if it is rated as being of unsatisfactory quality. Overall satisfactory performance on a milestone/deliverable requires ratings of satisfactory, very good or exceptional for the quality, timeliness, and safety standards.

### **4.0 Surveillance Methodology**

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

#### **4.1 100% Inspection**

All key milestones and deliverables will be evaluated through 100% inspection (e.g., on-site inspection, document review). The COR will document performance for each completed milestone/deliverable prior to payment, as described in Section 5.0 of the QASP.

#### **4.2 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.

#### **4.3 Customer Feedback**

Additional feedback will be obtained through random customer feedback. To be considered valid, input 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.

### **5.0 Surveillance Documentation**

**5.1** Quality Assurance Monitoring Form. 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 3.0 and 4.0 of the QASP. The COR must substantiate, through narratives in the form, all exceptional, very good, marginal, and

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unsatisfactory ratings. Performance at the satisfactory 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.

**5.2 Corrective Action Process.** When a milestone/deliverable receives an overall marginal or unsatisfactory rating, the Contractor will explain, within 15 days, in writing to COR why performance was marginal or unsatisfactory, how performance will be returned to satisfactory levels, and how recurrence of the problem will be prevented in the future.

**5.3 KO Role in the Surveillance Process.** 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 marginal or unsatisfactory rating with the Contractor to assure that corrective action is promptly initiated.

**5.4 Annual Performance Assessment.** 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.

**5.5 QA File.** 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. All performance assessment forms, attachments and working papers must be marked "FOR OFFICIAL USE ONLY/SOURCE SELECTION INFORMATION - SEE FAR 2.101 AND 3.104" according to Freedom of Information Act Program, FAR 3.104, and 41 USC Sect. 423. Assessment reports may also contain information that is proprietary to the contractor. Information contained on the CPAR, such as trade secrets and protected commercial or financial data obtained from the contractor in confidence, must be protected from unauthorized disclosure. COR's shall annotate on the assessment report if it contains material that is a trade secret, etc., to ensure that future readers of the evaluations are informed and will protect as required. Contractor performance information is privileged source selection information. It is also protected by the Privacy Act and is not releasable under the Freedom of Information Act.

## **6.0 Payment and Corrective Action**

**6.1 Satisfactory Performance.** Full payment for a milestone/deliverable will be provided upon verification of overall satisfactory performance, as rated on quality and schedule. This verification will be recorded in a performance evaluation form submitted to the KO specifying overall Contractor performance as satisfactory, very good, or exceptional for the milestone/deliverable.

**6.2 Marginal or Unsatisfactory Performance.** If a milestone/deliverable receives a marginal or unsatisfactory rating for the quality performance standard, re-performance is required until the

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milestone/deliverable receives a rating of satisfactory or better. This re-performance is required regardless of cost or schedule constraints that may result from the marginal or unsatisfactory performance, unless the KO has opted to terminate the contract. If a rating of satisfactory or better 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).

**6.3** Table 2 in the QASP provides a sample of 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:

- Work plan review and approval
- Participation in Technical Project Planning (or equivalent) sessions
- Oversight of geophysical survey & analysis activities
- Oversight of drilling, field sampling activities
- Oversight of all waste management functions/responsibilities
- Review of all waste management documentation
- Separate/split laboratory QA samples
- Review and approval of all access agreements associated with off-site areas
- Review and approval of meeting minutes from RAB/BCT meetings
- Review and approval of all deliverables to regulatory agencies
- Review and approval of FS options to be considered
- Review of quality control documentation
- Review of project safety record
- Adherence to the approved work plan

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**Table 2 (SAMPLE) QASP Performance Objectives, Acceptance Criteria, and Monitoring Methods**

<i>Performance Objectives</i>	<i>Performance Standards</i>	<i>Acceptable Quality Levels</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 calendar days of contract award,</li><li>• Final PMP within 30 calendar days of receipt of COR comments on the drafts.</li></ul>	Army approval through the Contracting Officer's Representative (COR).	Exceptional, Very Good, or Satisfactory performance, as defined in Table 2 of the PWS.

**Monitoring Method:** 100% inspection of milestones / deliverables associated with objective

*What we're looking for:*

- Detailed technical approach included in the PMP
- Project Team and Roles and Responsibilities are included in the PMP
- Interim Payment schedule included in the PMP
- Activity-based schedule included in the PMP
- Complete document submittal distribution list included in the PMP
- Project Status reports provided as proposed
- The Contractor keeps a record of each phone conversation, written correspondence, and meeting minutes affecting decisions related to the performance of this scope of work. Copies of this correspondence are submitted to the COR.

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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:

Description

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):

Description

9) Personnel Responsible for Follow-Up Work:

Description

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

11) Other