

# [INSTALLATION] PERFORMANCE WORK STATEMENT VERSION [#] – [DATE]

## 1.0 Introduction

The Contractor will be responsible for fully executing the **[Contract Strategy]** approach under a Performance-Based Contract (PBC) by conducting required environmental restoration services for which the United States Department of the Army (the “Army”) is statutorily responsible; addressing any and all unforeseen environmental<sup>1</sup>, scheduling, and regulatory issues; and assuming contractual liability and responsibility for the achievement of the performance objectives for the sites at the **[Installation]** (the “Installation”) identified in this Performance Work Statement (PWS), including both on and off-site contamination for which the Army is responsible.

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).<sup>2</sup> **[The list of required capabilities will be installation-specific.]** Work may include, for example, site investigation, site characterization, study, evaluation, remedial design, remedial construction, remediation of contaminated sites, and monitoring.

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 previously agreed-upon and future cleanup agreements or guidance for the Installation, and relevant Department of Defense (DoD) and Army policy, for the duration of the contract.

**[This paragraph will be installation-specific.]** The Contractor must perform all the necessary environmental restoration 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 of the appropriate state agency and the United States Environmental Protection Agency (USEPA). Additionally work may be conducted pursuant to Resource Conservation Recovery Act (RCRA) or other applicable authorities.

**[This 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]**.

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<sup>1</sup> "Unforeseen environmental issues" include unknown and/or varied concentrations of contaminants at the sites (off post included) identified in this PWS, but not unknown sites (e.g., sites not identified in this PWS).

<sup>2</sup> **[This footnote will be installation-specific]** Under this PWS the Contractor will not perform MEC work; however, the Contractor should be familiar with and be able to recognize MEC and then notify the Army of potential condition.

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## 2.0 Performance Objectives and Standards

The performance objectives and standards for this PWS are outlined in Table 1.

<i>Table 1: Performance Requirements Summary.</i>	
<b>Performance Objective</b>	<b>Performance Standards</b>
Achieve Remedy in Place (RIP) or Response Complete (RC) at the following sites <sup>3</sup> by <b>[Date]</b> : <ul style="list-style-type: none"> <li>• <b>[Site]</b></li> <li>• Note, this may be specified by media type (e.g., soil sites should be able to go to RC; Groundwater is more likely to be RIP with LTM, etc.</li> </ul>	Compliance with FFA and associated schedule <b>[if applicable]</b>  Army approval and Regulator approval or concurrence (e.g., <i>Receipt of documentation confirming RIP or RC.</i> )
Perform long-term monitoring (LTM) and long-term operations (LTO) at the following sites: <ul style="list-style-type: none"> <li>• <b>[Site]</b>, for the duration of the contract;</li> <li>• All other sites identified in this PWS, as required after achievement of RIP, for the duration of the contract.</li> </ul>	Army approval and Regulator approval or concurrence (e.g., <i>final acceptance of monitoring reports with no violations.</i> )
Develop and implement an exit or ramp-down strategy for LTM/LTO efforts at the following sites: <ul style="list-style-type: none"> <li>• <b>[Site]</b>, for the duration of the contract;</li> <li>• All other sites identified in this PWS, as required after achievement of RIP, for the duration of the contract.</li> </ul>	Army approval and Regulator approval or concurrence (e.g., <i>remedial design documentation formally adopting the decision rules for ramp down and/or exit strategies.</i> )
Complete all CERCLA 121(c) reviews required for the sites identified in this PWS throughout the duration of the contract, correction of any deficiencies noted, and consolidation of reviews into a single site-wide review conducted at the conclusion of the contract.	Army approval and Regulator approval or concurrence (e.g., <i>formal documentation accepting the reviews and any corrections.</i> )
<b>[Additional installation-specific performance objectives, such as “Achieve levels of &lt;2ppb RDX at the identified point of compliance.”]</b>	Army approval and Regulator approval or concurrence (e.g., <i>documentation acknowledging that objective was achieved in a manner acceptable to Army and Regulators.</i> )

RIP or RC<sup>4</sup> 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 long-term monitoring and/or operations. Prospective Contractors should note that if monitoring and/or operations are necessary as a result of the Contractor's proposed and approved or constructed remedy at a site, the Contractor will be responsible for the following:

<sup>3</sup> The current status of the remediation efforts for each site can be found in Attachment A: Installation and Site Information. Additional documentation is provided with the RFQ package.

<sup>4</sup> Remedy in Place and Response Complete are terms used for Defense Environmental Restoration Program purposes to identify completion of remedial phases. These terms are defined in Attachment E.

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- Performing the required monitoring and/or operations at that site for the duration of the contract.
- Consistent with FAR 52.246-4, correcting any problems and deficiencies noted by the monitoring or operations process. Remedy deficiencies noted in monitoring and operations are defects in the Contractor's performance empowering the Government to exercise its rights under FAR 52.246-4. If reperformance is required to correct the problems and deficiencies noted in the CERCLA 121(c) reviews, the Contractor may be required to modify the existing remedy, implement a contingent remedy, modify the monitoring parameters and/or frequency, or take other activities deemed necessary to correct the deficiencies. Corrective action must be certified and approved consistent with Section 5 below. If a contractor is conducting monitoring and operations on a remedy that they did not implement or modify (i.e., an on-going pump and treat system inherited as part of the PBC scope), correction of substantive remedy deficiencies noted during LTO/LTM which may require modification of that remedy are considered outside the scope of this contract effort.
- 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, consistent with FAR 52.246-4. Remedy deficiencies noted in a CERCLA 121(c) review are defects in the Contractor's performance empowering the Government to exercise its rights under FAR 52.246-4. If reperformance is required to correct the problems and deficiencies noted in the CERCLA 121(c) reviews, the Contractor may be required to modify the existing remedy, implement a contingent remedy, modify the monitoring parameters and/or frequency, or take other activities deemed necessary to correct the deficiencies. Corrective action must be certified and approved consistent with Section 5 below. If the Contractor is conducting a CERCLA 121(c) review on a remedy that they did not implement or modify (i.e., an on-going pump and treat system inherited as part of the PBC scope), correction of substantive remedy deficiencies noted during 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 3.3 and Attachment B). Partial payments will be based on successful completion of the milestones. Final decisions regarding the adequacy of milestone and deliverable completion resides with **[Installation]**'s Contracting Officer's Representative (COR) (see Section 5.1), with appropriate acceptance and approval of necessary site remediation documentation by regulators, consistent with **[Regulatory Drivers]**. For the duration of the contract, the contractor will remain responsible for correction of remedy deficiencies noted by the LTO/LTM and CERCLA 121(c) review(s).

### 3.0 Project Management

The PBC 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 that may be required to prudently manage the project and meet the needs of the Installation's project stakeholders and decision-makers. The Contractor will be responsible for the following project management activities:

#### 3.1 Project Management Plan

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The Contractor will develop and maintain a detailed Project Management Plan (PMP). The PMP, based on the schedule prepared as part of the Contractor proposal, will specify the schedule, technical approach, and resources required for the planning, execution, and completion of all of the performance objectives specified in this PWS. The first draft of the PMP will be due within thirty (30) days of contract award. The draft PMP and subsequent revisions will be subject to Army review and approval. The final PMP will be due within 30 days of Army comments received.

As part of the PMP, the Contractor will develop and maintain a resource-loaded schedule that fully supports the technical approach and outlines the due dates and cost expenditure percentages for all milestones and payable deliverables. A payment plan will be included with the schedule that allows for partial payments to the Contractor based on successful completion of agreed upon interim milestones as proposed by the Contractor. It is the Army's intent to make all payments after verification of progress reported in this schedule. All performance objectives specified in this PWS must be completed by **[Date]** (unless otherwise noted in Table 1). The Contractor will need to take into account the existing or pending schedules developed under **[Regulatory Driver]**. The Contractor will also need to coordinate activities with the COR to ensure that the proposed project schedule does not conflict with other restoration contractor activities on site, or interrupt Installation mission.

As part of the PMP, the Contractor will identify and, upon Army approval, implement a means for providing project status reports to the COR. This methodology will address the frequency and content of status reports.

The Contractor will maintain a current version of the PMP, reflecting progress towards achievement of the performance objectives, and delineating proposed actions to accomplish future project milestones.

### 3.2 *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 **[Regulatory Drivers]**, and any other agreements, orders, or regulations that apply to the Installation and sites. These plans and documents will be subject to Army review and approval.

### 3.3 *Quality Management*

The Contractor is responsible for ensuring that the quality of all work and products performed or produced under this contract meets Army approval. As required by law, regulation, or applicable guidance, quality control/assurance plans must be prepared and approved prior to performance of physical work.

As the technical approach for this PBC will be developed by the prospective Contractor, a recommended strategy for Army Quality Assurance (QA) should be developed and submitted with the PMP. The QA strategy should highlight key quality control activities or events that may be utilized by the COR to identify when independent Army inspections can be conducted to assess progress toward completion of milestones.

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Activities identified in the QA strategy should be appropriately coded in the project schedule to allow for up to date planning of QA visits/inspections.

### 3.4 Milestone Presentations

Milestone presentations will be made to the COR at the completion of each milestone activity to provide in-depth analysis and lessons learned for that activity, and to present the proposed approaches for completion of the next milestone. The Contractor may also make milestone presentations to the other project stakeholders, consistent with **[Regulatory Drivers]**, to show achievement of the performance objectives specified in this PWS.

The Contractor may propose a revision of the milestone list below that reflects their PMP and provides for a limited number of interim milestones. Additional milestones will only be considered if they represent significant progress toward milestone completion, and completion of these interim steps can be measured and demonstrated as complete. These revisions will be subject to Army review and approval to ensure compliance with **[Regulatory Drivers]**. As noted in Section 2.0, partial payments will be tied to the successful completion of the following milestones or an alternative milestone approach proposed by the Contractor and approved by the Army. To that end, all newly proposed 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 5.1).

- Approval of the Project Management Plan
- Achievement of (acceptance/approval of) RIP or RC at **[Site]**
- Approval of annual monitoring report(s)
- Approval of an exit or ramp-down strategy for LTM/LTO
- Approval of the CERCLA 121(c) review(s)
- Successful correction of deficiencies (both in remedies in place and required documentation) noted in the CERCLA 121(c) review(s)

### 3.5 Environmental Requirements

The Contractor shall identify applicable Federal, State and Local laws, regulations, and Installation specific orders or agreements 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 Contracting Officer (KO), 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 investigate the requirements for and obtain all permits, licenses, approvals, and/or certificates necessary to accomplish the work specified. When the work to be performed requires clearances, such as digging or drilling permits, the Contractor shall obtain such clearances and/or permits, with the assistance of the facilities point of contact, prior to initiation of any drilling or excavating operations. The Contractor shall coordinate all excavating with Installation maintenance personnel prior to performing work. Contractors on environmental sites are required to perform their

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own utility checks based on Installation supplied utility maps as identified in this PWS. 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 will continue to independently review Contractor work to ensure compliance with all applicable requirements.

### *3.5.1 Protection of Property*

The Contractor shall be responsible for any damage that may be caused to property of the United States 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 therefore by the Contractor in an amount necessary to restore or replace the property to a condition satisfactory to the COR in accordance with Federal Acquisition Regulation (FAR) Clause 52.245-2.

### *3.6 Health and Safety Requirements*

The Contractor shall produce and implement a written Safety and Health Program meeting the requirements of the federal, state, and local laws and regulations and approved by the KO. The Contractor shall ensure that its subcontractors, suppliers and support personnel follow all safety and health provisions established in the approved Site Safety and Health Plan (SSHP). The Army reserves the right to stop work under this contract for any violations at no additional cost to the Army. Once the Army verifies that corrective action has been implemented, the Contractor will be able to continue performance under the contract. 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.

### *3.7 Quality Control Testing*

Chemical Quality Control shall be provided whenever sampling or analysis for chemical constituents is required in order to meet the scope of services/milestone objectives. Quality control for traditional soils or geotechnical testing shall also be included. The laboratory(ies) to be used by the Contractor shall be National Environmental Laboratory Accreditation Program (NELAP) certified or equivalent. The Contractor may also establish an on-site testing laboratory at the project site if determined necessary by the Contractor. However, this on-site testing shall meet the requirements of USEPA and any specific state regulator requirements. The Contractor shall also comply with all requirements of the DoD Quality Systems Manual, Version 2.

### *3.8 Project Repository and Administrative Record*

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The Contractor will 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 PBC approach to support final decisions and remediation completion. This repository is the property of the Army and available to the Army upon request. 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 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. Documents generated prior to the PBC are not expected to be stored in electronic format; however, all documents generated during the course of this contract are expected to be maintained in both electronic and paper copies.

The Contractor will also update the repositories for the Administrative Record for CERCLA activities established at **[Location]**, as needed. The project repository and Administrative Record will be updated by the Contractor, and made available to the public, for the duration of the contract.

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

Once a site identified in this PWS has achieved Response Complete (*i.e.*, appropriate documentation is finalized), the Contractor will be responsible for providing to the COR with the data and documentation necessary for the removal of each site from the Army Environmental Database - Restoration Module (AEDB-R). In addition, the Contractor will be responsible for electronically submitting all generated analytical data into the Environmental Restoration Information System (ERIS). Information regarding ERIS is available online at <http://aec.army.mil/usaec/reporting/eris00.html>. The Army will provide data specifications for AEDB-R and ERIS to the selected Contractor. The Contractor shall comply with all applicable requirements for data validation and submission.

### 3.10 *Regulatory Involvement*

With the direction and approval of the COR, the Contractor will provide the necessary support to initiate, schedule, and address all regulatory involvement activities 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, as necessary, of remediation completion from the regulators for all of the sites identified in this PWS). Generally, the COR, or other Army designee, shall attend and represent the Army at all meetings with the regulators. With the 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 Contractor may not contact regulators without prior approval of the COR. The Army will be the signature authority for all regulatory agreements and remediation documentation.

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3.11 *Public Involvement*

With the direction and approval of the COR, the Contractor will provide the necessary support to initiate, schedule, and address all public involvement activities 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 will be responsible for requesting and addressing all public comments consistent with **[Regulatory Drivers]**. The COR, or other Army designee, shall attend and represent the Army at all meetings with the public.

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

3.12 *Project Stakeholders*

For the purposes of this PWS, project stakeholders include the Army, **[Regulatory Agencies]**, and the RAB. Table 2 outlines the general level of stakeholder involvement concerning each of the deliverables required by this PWS, consistent with **[Regulatory Drivers]**. Required level of involvement may differ from site to site and the Contractor will be responsible for obtaining comments for, and appropriate approval or concurrence on project deliverables consistent with applicable regulatory drivers and agreements for each site.

<i>Table 2: Required Stakeholder Involvement. [Installation-Specific]</i>				
<b>Project Deliverables</b>				
<b>Project Stakeholder</b>	<i>PMP Document</i>	<i>Milestone Presentations</i>	<i>Project Documents [If applicable] (UST, RCRA)</i>	<i>Project Documents (CERCLA)</i>
<i>Army</i>	<b>A</b>	<b>A</b>	<b>A</b>	<b>A</b>
<b>[State Regulatory Agency]</b>				
<b>[Federal Regulatory Agency]</b>				
<i>RAB/Interested Public</i>				<b>C</b>
<b>A: Stakeholder must review and approve of deliverable and may provide comments that must be addressed.</b>				
<i>C: Stakeholder may provide comments and/or concurrence on deliverables.</i>				

3.13 *Deliverable Requirements*

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All documents must be produced with at least draft, draft-final, and final versions. The Contractor may propose to the Army and with Army concurrence coordinate with **[Regulatory Agencies]** to determine if fewer versions of each deliverable are sufficient for review. The COR will receive initial draft documents and will provide comments to the Contractor within five (5) business days. Once initial comments are addressed, the Army will review draft documents before submission to **[Regulatory Agencies]**. The Contractor will ensure that review periods are given consistent with **[Regulatory Drivers]**. All documents will be identified as draft until completion of the required request for comments and response to comments, at which time they will become final. One copy of the final document will be placed in both the project repository and Administrative Record (for CERCLA documents).

### 4.0 Expertise and Necessary Personnel

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

The Contractor shall furnish all plant, labor, materials and equipment necessary to meet the site objectives for each site as identified in this PWS. The Contractor shall provide personnel possessing necessary training 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. The Contractor shall also develop and implement quality control measures consistent with all applicable federal and state regulatory requirements and standards, for all work performed under this contract.

### 5.0 Additional Requirements

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

The COR shall perform contract management, inspection, oversight, review, and approval activities. Certification and approval of project milestones by the COR is necessary before distribution of progress payments. Final acceptance of milestone completion will include appropriate acceptance and approval of necessary site remediation documentation by regulators, consistent with **[Regulatory Drivers]**. For the duration of the contract, the contractor will remain responsible for correction of remedy deficiencies noted by the LTO/LTM and CERCLA 121(c) review(s).

Certification by the Army is also contingent upon the Contractor performing in accordance with the terms and conditions of the contract for this work, this PWS, the approved task proposal, and all amendments.

Representatives of the U.S. Army Environmental Center (USAEC) and the Contractor shall meet with the COR at a site and time designated by the COR after receipt of each status report to:

- Formally review the quantity and quality of services;
- Inspect work for compliance with this PWS, the associated Contractor proposal, and project documentation;

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- Accept or reject milestones and deliverables completed since the previous review; and
- Prepare, approve and submit DD Form 250 “Material Inspection and Receiving Report” for partial payments in accordance with milestone completions and approvals at the USAEC level.

### 5.2 *Travel*

Based on the requirements of this PWS and the Contractor’s proposal, travel may be required. The Contractor will include travel costs necessary to successfully carry out their proposal in the overall price of the remediation CLIN. Travel will occur and be reimbursed in accordance with the applicable Federal travel regulations and FAR 31.205-46(a)(2).

### 5.3 *Army Furnished Resources*

The Army 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 a complete and 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 restoration at the facility must be maintained by the Contractor in accordance with applicable maintenance requirements, and will not be replaced by the Army should new equipment be required.
- **[Others to be determined, depending on the nature of the contract mechanism used.]**

### 5.4 *Contractor Furnished Resources*

The Contractor will be responsible for the following:

- Coordination with the Army and the Installation in order to get access to the Installation, as required for execution of this PWS and by doing so, will follow the procedures described during the Contractors’ meeting at the Installation.
- Coordination with the Army 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), as required for execution of this PWS.
- The provision and cost of the utilities associated with implementation of remedies, including installation of individual meters for necessary utilities. **[Note: this will be site/installation-specific.]**
- All waste generated under this contract will be the responsibility of the selected Contractor.

### 5.5 *Government Rights*

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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 may not be used or sold by the Contractor without written permission from the KO. All materials supplied to the Army shall be the sole property of the Army and may not be used for any other purpose. This right does not abrogate any other Army rights under the applicable Data Rights clause(s).

### 5.6 Contractor's Guarantee

For the purposes of this PWS, the following definitions apply. The "Project Price" for each site identified in this PWS will be equal to the approved proposed price for achieving RIP or RC, the payment of which will be tied to one or more project milestones. The "Guarantee Limit" is equal to at least twice the sum of all of the Project Prices for the sites identified in this PWS. "Contractor's Project Costs" are defined as those costs incurred by the Contractor in executing the work required to achieve RIP or RC, for the sites identified in this PWS. **[Note: These definitions may be changed to provide site-specific guarantees for LTM/LTO activities.]**

The Contractor guarantees to complete all of the performance objectives outlined in this PWS, 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 COR and the Contractor will 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 USAEC has committed adequate funding.

### 5.7 Insurance Specifications

The Contractor must acquire Environmental Insurance (EI) in the form of Remediation Stop Loss Insurance (Clean Cost Cap) that meets or exceeds the following specifications:

- Coverage for the sites identified in this PWS requiring insurance for the duration of this contract;
- Coverage until achievement of RIP or RC for the sites identified in this PWS requiring insurance;
- Coverage for all LTM/LTO/CERCLA 121(c) review activities, to include potential corrective action, for the sites required by this PWS; **[Note: This may be changed based site-specific requirements.]**
- Coverage for the Guarantee Limit (not to include the insurance premium);
- Coverage to list the Army as an Additional Insured;
- 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;
- Coverage provided from a carrier rated A.M. Best's A- (Excellent) and Financial Size Category (FSC) IX or better; and
- An inclusion of this PWS into the definition of "remedial plan" as specified in the insurance endorsements.

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The Army is willing to consider a blend of cost cap and Pollution Legal Liability (PLL) insurance for this contract. If an offeror chooses to include PLL as part of the insurance package, they are strongly encouraged to provide an explanation of how the blend of the two insurance packages will be beneficial to the Army.

While the Army is not requiring a separate Performance Bond for these environmental cleanup services, the EI policy proposed by the Contractor should specifically address how, in the event that the Contractor is unable to complete the efforts outlined by this PWS, its provisions will be enacted to ensure that the PWS is performed to the satisfaction of the Army.

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 from an insurance carrier meeting the specifications listed above. Within ten (10) workdays of contract award, the Contractor shall provide proof of insurance to the COR. The KO/COR will have the right to review proof of insurance to ensure consistency with the specifications as listed above. The Government also reserves the right to withhold approval of and payment for the insurance policy if the final 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 deductibles and co-pays. Prospective Contractors should note that the Army may allow the first payment milestone to include necessary insurance costs (e.g., insurance premium).

### 5.8 *Place of Performance*

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

### 5.9 *Privacy and Security*

In order to ensure the security and orderly running of the Installation, any contractors, consultants, or visitors who wish to gain access to the Installation will need to follow procedures established by the Installation. Due to security restrictions, details of these and other security procedures will be provided at a later date to the selected Contractor.

### 5.10 *Staffing*

The Contractor will notify the COR of any changes in key personnel.

### 5.11 *Stop Work Authority*

All Contractor and authorized Installation personnel have the authority and 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

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“must add Procurement Sensitive Information”

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whenever chemical and biological warfare agents, radiological materials, or MEC are discovered. In addition, the KO has the authority to temporarily stop work on a project following a 24-hour (one working day) written notification to the Contractor. Stop work notices may be related to nonconformance to project specifications, lack of performance by the Contractor, financial considerations, funding considerations, and other circumstances outlined in the contract. Stop work notices may also be related to security levels that could prevent access to the Installation during a time of national crisis.

### 5.12 *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 selected contractor) and any injuries that are necessary and incidental to the reasonable implementation of a selected response or remedial action. The Contractor will 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 Army will retain all responsibility for third party liability for CWM, MEC, or radiological material that are either targeted for or may be discovered during the course of remediation.
- Response cost claims, property damage and personal injury claims brought due to contamination and hazardous substance releases that have occurred historically (prior to contract with selected Contractor) and are not due to Contractor remediation activities are excluded from Contractor responsibility. The Contractor will be responsible for and indemnify the Army for:
  - a. Any response cost claims for any environmental restoration services which the Contractor has assumed under this PWS;
  - b. 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 actions or omissions of the Contractor in the course of performing the environmental services;
  - c. 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;
  - d. 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
  - e. All costs associated with or arising from any negligent acts or omissions or willful misconduct of the Recipient in the course of performing the environmental services or implementing remedial actions.

**ATTACHMENT A: INSTALLATION AND SITE INFORMATION**

This Attachment is intended to provide the Contractor with general site background information to assist in the Contractor's identification of the specific sites and corresponding documentation/existing reports. The Army believes the information presented below is accurate. 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 conclusions/interpretation of site conditions and requirements to meet the objectives of the PWS.

**A.1. Installation Setting and Status**

**[Installation-specific background information inserted here.]**

The following provides a description of the current site status for each of the sites identified in this PWS. These descriptions are based on the best information at the disposal of the Army, site conditions may have changed, and it is the responsibility of potential Contractors to attend the site visit, research, investigate, and reach their own conclusions regarding site conditions.

**A.2. [Site Name]**

*Current Site Status*

*Most Recent Documentation*

-

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**ATTACHMENT B: PROJECT DELIVERABLES**

*Prospective Contractors should note:*

- This project deliverables list is subject to change based on an alternative deliverables list proposed by the Contractor and approved by the Army.
- As noted in Section 3.13, all documents must be produced with at least draft, draft-final, and final versions. This requirement is subject to change based on Contractor negotiations with the Army and regulators.

<b>Deliverable Number</b>	<b>Deliverable Name</b>	<b>PWS Sections</b>
1	Project Management Plan	3.1, 3.4, 3.12, 3.13
2	Project Management Plan Revisions	3.1, 3.4, 3.12, 3.13
3	Additional Site Plans	3.2, 3.4, 3.12, 3.13
4	Status Reports	3.1, 3.4, 3.12, 3.13
5	Milestone Presentations	3.4, 3.12, 3.13
6	<b>[Site]</b> Documents (CERCLA)	3.4, 3.12, 3.13
7	<b>[Site]</b> Documents (Non-CERCLA)	3.4, 3.12, 3.13
8	Annual Monitoring Reports (LTM/LTO)	3.4, 3.12, 3.13
9	LTM/LTO Exit/Ramp-Down Strategy Document	3.4, 3.12, 3.13
10	CERCLA 121(c) Review Documents	3.4, 3.12, 3.13
11	CERCLA 121(c) Review Correction Documents	3.4, 3.12, 3.13

**ATTACHMENT C: REFERENCE DOCUMENTS**

*Prospective Contractors should note:*

- These documents are available on **[reference CD or website]**.
- The Army believes this documentation represents the most recent and appropriate documentation available for the Installation and sites identified in this PWS.
- Additional documentation is available through **[other sources]**. Specific documents may be made available following a request, if the documentation can be distributed in a timely manner. Electronic format is not guaranteed.

<i>Table 4. Available Reference Documents</i>		
<b>Title</b>	<b>Author</b>	<b>Date</b>

**ATTACHMENT D: LIST OF ACRONYMS**

AEDB-R	Army Environmental Database - Restoration Module
CERCLA	Comprehensive Environmental Response, Compensation, and Liability Act
COR	Contracting Officer's Representative
CWM	Chemical Warfare Materiel
DoD	Department of Defense
ERIS	Environmental Restoration Information System
FAR	Federal Acquisition Regulation
FFA	Federal Facility Agreement
KO	Contracting Officer
LTM	Long-Term Monitoring
LTO	Long-Term Operations
MEC	Munitions and Explosives of Concern
NCP	National Oil and Hazardous Substances Contingency Plan
NELAP	National Environmental Laboratory Accreditation Program
NPL	National Priorities List
OSHA	Occupational Safety and Health Administration
PBC	Performance-Based Contract/Contracting
PMP	Project Management Plan
PPE	Personal Protective Equipment
PLL	Pollution Legal Liability
PWS	Performance Work Statement
QA	Quality Assurance
RAB	Restoration Advisory Board
RC	Response Complete
RCRA	Resource Conservation and Recovery Act
RIP	Remedy In Place
ROD	Record of Decision
SARA	Superfund Amendments and Reauthorization Act
SSHP	Site Safety and Health Plan
USAEC	United States Army Environmental Center
USEPA	United States Environmental Protection Agency

**ATTACHMENT E: DEFINITIONS**

*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.

*Contractor's Project Costs:* Costs incurred by the Contractor in executing the work required to achieve RIP or RC, for the sites identified in this PWS.

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

*Duration of the contract:* The total period of performance to include option periods, if exercised.

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

*Milestones:* Significant events or activities that occur in the course of the Contractor achieving the performance objectives identified in this PWS. The main milestone for each site is achievement of RIP or RC, whichever is applicable based on the approved remedy proposed by the Contractor.

*Munitions and Explosives of Concern (MEC):* This term, which distinguishes specific categories of military munitions that may pose unique explosives safety risks, means Unexploded Ordnance (UXO), as defined in 10 U.S.C. 2710 (e) (9); Discarded military munitions (DMM), as defined in 10 U.S.C. 2710 (e) (2); or Explosive munitions constituents (e.g., TNT, RDX) present in high enough concentrations to pose an explosive hazard.

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

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

**[If applicable]** *Project Documents (UST, RCRA):* Documentation and data required by UST, RCRA remediation and LTM/LTO activities.

*Project Price:* The approved proposed price for achieving RIP or RC, the payment of which will be tied to one or more project milestones.

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

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

*Response Complete (RC):* The remedy is in place and required remedial action–operations (RA-O) have been completed. If there is no RA-O phase, then the remedial action–construction end date will also be the RC date. If no remedial action is required at a site (based on agreement with the Army and appropriate regulators), documentation of "No Further Action" will constitute Response Complete. Consistent with CERCLA, the Defense Environmental Restoration Program, and applicable Executive Orders and regulations, environmental response activities under the Installation Restoration program categories shall be considered "response complete" when all the response objectives identified in an appropriately signed Record of Decision (ROD) or other formal decision document have been achieved and documented.

If environmental restoration activities allow for *unrestricted* use of the property, response complete is when there is verification of the achievement of the response objectives detailed in the ROD or other formal decision document.

If environmental restoration activities *do not allow for unrestricted use* of the property, response complete occurs when: 1) There is verification of the achievement of the response objectives detailed in the ROD or other formal decision document; and 2) At least one subsequent review to ensure that the response action has remained effective and continues to be protective of human health and the environment as defined by the response objectives detailed in the ROD or other formal decision document has occurred; and 3) At least five years have elapsed.