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Section A - Solicitation/Contract Form

AWARD NARRATIVE

This Task Order Number 0002, which contains Firm Fixed-Price (FFP) tasks, is being issued to Shaw Environmental & Infrastructure, Incorporated for the Bulk Fuels Facility (BFF) Spill Solid Waste Management Units (SWMUs) ST-106 and SS-111 Project at Kirtland Air Force Base, Albuquerque, New Mexico, in accordance with requirements of the Performance Work Statement/Statement of Objectives, dated July 13, 2010.

The Period of Performance for this project task order is from September 30, 2010 to September 30, 2015.

Terms and conditions of basic contract W912DY-10-D-0014 shall rule in case of any ambiguity or conflict.

The USACE Huntsville Contracting Officer for this Task Order is Ms. Lydia B. Tadesse. She may be contacted by telephone at (256) 895-1169; or e-mail at: Lydia.B.Tadesse@usace.army.mil. The USACE Albuquerque Contracting Officer is Mr. David Kam. He may be contacted by telephone at (505) 342-3458; or e-mail at: David.Y.Kam@usace.army.mil.

The USACE Huntsville Project Manager for this Task Order is Ms. Betina Johnson. She may be contacted by telephone at (256) 895-1238; or e-mail at Betina.V.Johnson@usace.army.mil. The Albuquerque Project Manager for this Task Order is Mr. Walter Migdal. He may be contacted by telephone at Office (505) 343-6297; or e-mail: Walter.Migdal@usace.army.mil.

Additionally, the Contracting Officer's Representative at time of award is Ms. Betina Johnson. The Albuquerque Contracting Officer's Representative will be appointed and named via task order modification by Mr. David Kam, Albuquerque Contracting Officer, upon transfer of this task order to the Albuquerque District.

By signing this task order, the contractor confirms that it will achieve the performance objectives of the PWS/SOO for the Firm Fixed Price proposed (within the date proposed or a more aggressive schedule), even in the event its assumptions and risk/contingency strategies as proposed are not accepted by the regulatory agencies and/or the Government during task order execution.

The Project Schedule as submitted by Shaw, in their revised proposal dated September 14, 2010, has been incorporated by reference.

U.S. Department of Labor Wage Determination Number 2005-2361, Revision 10 dated June 15, 2010, shall be used with this project task order.

The Task List which reflects funding allocation for this project is incorporated as Appendix 1 of this task order. The total amount funded at time of task order award is \$22,974,682.41 as delineated in Appendix 1.

The Payment Milestone Schedule, Appendix 2, has been incorporated as part of this task order subject to final approval as part of the PMP in accordance with Section 4.1 of the PWS/SOO.

All deliverables in response to this task order shall be submitted to David Kam and Walter Migdal (One (1) copy each.)

Purchase Request Number: W31RYO02571438, Amendment 2.

Section B - Supplies or Services and Prices

ACRN AA

CIN: W31RYO025714380001

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0001		1	Lump Sum	\$22,974,682.41	.\$22,974,682.41
	FFP Environmental Reme	ediation Services	See Milleri		
	Environmental Remediation Fuels Facility (BFF) Spill SS-111 located at Albuque Funded: \$22,974,682.41 FOB: Destination MILSTRIP: W31RYO025 PURCHASE REQUEST 1	Solid Waste Mana erque, New Mexico 571438	gement Units o. This is a Fi	(SWMUs) ST-106 and	
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ITEM NO	SUPPLIES/SERVICES	MAX	UNIT	UNIT PRICE	MAX AMOUNT
000101	PMP and QASP	QUANTITY UNDEFINED		UNDEFINED	\$0.00
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				MAX NET AMT	\$0.00

W912DY-10-D-0014 0002 Page 4 of 48

\$0.00

UNIT ITEM NO SUPPLIES/SERVICES MAX UNIT PRICE MAX AMOUNT QUANTITY 000102 UNDEFINED UNDEFINED \$0.00 Additional Site Plans Task 2001AB: This is a firm fixed price informational SubCLIN. Price: Funded. FOB: Destination PURCHASE REQUEST NUMBER: W31RYO02571438 MAX \$0.00 **NET AMT** ACRN AA CIN: W31RYO025714380001 ITEM NO SUPPLIES/SERVICES UNIT UNIT PRICE MAX AMOUNT MAX QUANTITY 000103 \$0.00 UNDEFINED UNDEFINED Site Plan-CME Task 2001AJ OPTIONAL: Site Plan CME. This is a firm fixed price informational SubCLIN. Price: Unfunded. FOB: Destination PURCHASE REQUEST NUMBER: W31RYO02571438

> MAX NET AMT

W912DY-10-D-0014 0002 Page 5 of 48

ITEM NO SUPPLIES/SERVICES MAX UNIT UNIT PRICE MAX AMOUNT QUANTITY 000104 UNDEFINED UNDEFINED \$0.00 Interim Measure Work Plan FFP Task 2001AK. OPTIONAL. Interim Measure Work Plan. This is a firm fixed price informational SubCLIN. Price: Unfunded. FOB: Destination PURCHASE REQUEST NUMBER: W31RYO02571438 \$0.00 MAX **NET AMT** UNIT ITEM NO SUPPLIES/SERVICES MAX UNIT PRICE MAX AMOUNT QUANTITY 000105 UNDEFINED UNDEFINED \$0.00 Conduct Pre-Remedy Quarterly Monitoring Task 2001BA: Conduct Pre-Remedy Quarterly Monitoring and Operation of existing SVE beginning 1 Jan 2011. This is a firm fixed price informational SubCLIN. Price: Funded. FOB: Destination PURCHASE REQUEST NUMBER: W31RYO02571438 MAX \$0.00 **NET AMT** ACRN AA CIN: W31RYO025714380001

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ITEM NO SUPPLIES/SERVICES UNIT UNIT PRICE MAX MAX AMOUNT **OUANTITY** 000106 UNDEFINED UNDEFINED \$0.00 Conduct Pre-Remedy Quarterly Monitoring Task 2001BB: OPTIONAL: Conduct Pre-Remedy Quarterly Monitoring and Operation of existing SVE beginning 1 Jan 2012. This is a firm fixed price informational SubCLIN. Price: Unfunded. FOB: Destination PURCHASE REQUEST NUMBER: W31RYO02571438 MAX \$0.00 **NET AMT** ITEM NO SUPPLIES/SERVICES MAX UNIT UNIT PRICE MAX AMOUNT QUANTITY 000107 UNDEFINED UNDEFINED \$0.00 Conduct Pre-Remedy Quarterly Monitoring Task 2001BC: OPTIONAL: Conduct Pre-Remedy Quarterly Monitoring and Operation of existing SVE beginning 1 Jan 2013. This is a firm fixed price informational SubCLIN. Price: Unfunded. FOB: Destination PURCHASE REQUEST NUMBER: W31RYO02571438 \$0.00 MAX **NET AMT**

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ITEM NO SUPPLIES/SERVICES MAX UNIT UNIT PRICE MAX AMOUNT QUANTITY 000108 UNDEFINED UNDEFINED \$0.00 Conduct Pre-Remedy Quarterly Monitoring Task 2001BD: OPTIONAL: Conduct Pre-Remedy Quarterly Monitoring and Operation of existing SVE beginning 1 Jan 2014. This is a firm fixed price informational SubCLIN. Price: Unfunded. FOB: Destination PURCHASE REQUEST NUMBER: W31RYO02571438 MAX \$0.00 **NET AMT** ITEM NO SUPPLIES/SERVICES MAX UNIT UNIT PRICE MAX AMOUNT QUANTITY 000109 UNDEFINED UNDEFINED \$0.00 Complete an RFI at the BFF Vadose Zone Task 2001CA; Complete an RFI at the BFF Vadose Zone within 2 years from NTP on CLIN. This is a firm fixed price informational SubCLIN. Price: Funded. FOB: Destination PURCHASE REQUEST NUMBER: W31RYO02571438 MAX \$0.00 **NET AMT** ACRN AA CIN: W31RYO025714380001

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UNIT ITEM NO SUPPLIES/SERVICES MAX UNIT PRICE MAX AMOUNT QUANTITY 000110 UNDEFINED UNDEFINED \$0.00 Complete an RFI at the BFF Groundwater Task 2001CB: Complete an RFI at the BFF Groundwater within 3 years from NTP. This is a firm fixed price informational SubCLIN. Price: Funded. FOB: Destination PURCHASE REQUEST NUMBER: W31RYO02571438 MAX \$0.00 **NET AMT** ACRN AA CIN: W31RYO025714380001 ITEM NO SUPPLIES/SERVICES MAX UNIT UNIT PRICE MAX AMOUNT **QUANTITY** 000111 UNDEFINED UNDEFINED \$0.00 Complete Installation of an IM FFP Task 2001DA: Complete installation of an IM and demonstrate it is operating in accordance with the approved design objectives for LNAPL within 1 year from NTP on the CLIN. This is a firm fixed price informational SubCLIN. Price: Funded. FOB: Destination PURCHASE REQUEST NUMBER: W31RYO02571438

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NET AMT

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CIN: W31RYO025714380001

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ITEM NO SUPPLIES/SERVICES MAX UNIT UNIT PRICE MAX AMOUNT QUANTITY 000112 UNDEFINED UNDEFINED \$0.00 Complete Installation of an IM **FFP** Task 2001EA: Complete installation of an IM and demonstrate it is operating in accordance with the approved design objectives for Vadose Zone Shallow and LNAPL with 1 year from NTO and Vadose Zone Deep Phase I within 1.5 years from NTP on the CLIN. This is a firm fixed price informational SubCLIN. Price: Funded. FOB: Destination PURCHASE REQUEST NUMBER: W31RYO02571438 MAX \$0.00 **NET AMT** ACRN AA CIN: W31RYO025714380001 UNIT UNIT PRICE MAX AMOUNT ITEM NO SUPPLIES/SERVICES MAX QUANTITY 000113 UNDEFINED **UNDEFINED** \$0.00 Optional: Corrective Measure Evaluation **FFP** Task 2001EB: OPTIONAL: Corrective Measure Evaluation (CME). This is a firm fixed price informational SubCLIN: Price: FOB: Destination MAX \$0.00

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ITEM NO SUPPLIES/SERVICES UNIT UNIT PRICE MAX MAX AMOUNT QUANTITY 000114 UNDEFINED UNDEFINED \$0.00 Complete Installation of an IM **FFP** Task 2001FA: OPTIONAL. Complete installation of an IM and demonstrate it is operating in accordance with the approved design objectives for Vadose Zone Deep (Phase II) Low Density Well pattern within 3.5 years from NTP on the CLIN. This is a firm fixed price informational SubCLIN. Price: Unfunded. FOB: Destination PURCHASE REQUEST NUMBER: W31RYO02571438 \$0.00 MAX **NET AMT** SUPPLIES/SERVICES UNIT ITEM NO MAX UNIT PRICE MAX AMOUNT QUANTITY 000115 UNDEFINED UNDEFINED \$0.00 Complete Installation of an IM FFP Task 2001FB: OPTIONAL. Complete installation of an IM and demonstrate it is operating in accordance with the approved design objectives for Vadose Zone Deep (Phase II) Medium Density Well pattern within 3.5 years from NTP on the CLIN. This is a firm fixed price informational SubCLIN. Price: Unfunded. FOB: Destination PURCHASE REQUEST NUMBER: W31RYO02571438

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W912DY-10-D-0014 0002 Page 11 of 48

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ITEM NO SUPPLIES/SERVICES MAX UNIT **UNIT PRICE** MAX AMOUNT QUANTITY 000116 UNDEFINED UNDEFINED \$0.00 Complete installation of an IM FFP Task 2001FC: OPTIONAL. Complete installation of an IM and demonstrate it is operating in accordance with the approved design objectives for Vadose Zone Deep (Phase II) High Density Well pattern within 3.5 years from NTP on the CLIN. This is a firm fixed price informational SubCLIN. Price: Unfunded. FOB: Destination PURCHASE REQUEST NUMBER: W31RYO02571438 MAX \$0.00 **NET AMT** SUPPLIES/SERVICES UNIT MAX AMOUNT ITEM NO MAX **UNIT PRICE** QUANTITY 000117 UNDEFINED UNDEFINED \$0.00 Complete installation of an IM Task 2001FD: OPTIONAL. Complete installation of an IM and demonstrate it is operating in accordance with the approved design objectives for Vadose Zone Shallow/Intermediate (Phase II) Low Density Well pattern within 3.5 years from NTP on the CLIN. This is a firm fixed price informational SubCLIN. Price: Unfunded FOB: Destination PURCHASE REQUEST NUMBER: W31RYO02571438

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ITEM NO SUPPLIES/SERVICES UNIT UNIT PRICE MAX MAX AMOUNT QUANTITY 000118 UNDEFINED UNDEFINED \$0.00 Complete Installation of an IM Task 2001FE: OPTIONAL. Complete installation of an IM and demonstrate it as operating in accordance with the approved design objectives for Vadose Zone Shallow/Intermediate (Phase II) Medium Density Well pattern within 3.5 years from NTP on the CLIN. This is a firm fixed price informational SubCLIN. Price Unfunded. FOB: Destination PURCHASE REQUEST NUMBER: W31RYO02571438 \$0.00 MAX **NET AMT** ITEM NO SUPPLIES/SERVICES UNIT MAX UNIT PRICE MAX AMOUNT QUANTITY 000119 UNDEFINED **UNDEFINED** \$0.00 Complete Installation of an IM Task 2001FF: OPTIONAL. Complete installation of an IM and demonstrate it as operating in accordance with the approved design objectives for Vadose Zone Shallow/Intermediate (Phase II) High Density Well pattern within 3.5 years from NTP on the CLIN. This is a firm fixed price informational SubCLIN. Price Unfunded. FOB: Destination PURCHASE REQUEST NUMBER: W31RYO02571438

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ITEM NO SUPPLIES/SERVICES UNIT MAX UNIT PRICE MAX AMOUNT **QUANTITY** 000120 UNDEFINED UNDEFINED \$0.00 Complete Installation of an IM Task 2001GA: Complete installation of an IM and demonstrate it is operating in accordance with the approved design objective for containment of Groundwater Plume within 3 years from NTP on the CLIN. RIP This is a firm fixed price informational SubCLIN. Price: Funded. FOB: Destination PURCHASE REQUEST NUMBER: W31RYO02571438 MAX \$0.00 **NET AMT** ACRN AA CIN: W31RYO025714380001 ITEM NO SUPPLIES/SERVICES UNIT MAX AMOUNT MAX UNIT PRICE QUANTITY 000121 UNDEFINED UNDEFINED \$0.00 Complete installation of an IM FFP Task 2001GB: OPTIONAL. Complete installation of an IM and demonstrate it is operating in accordance with the approved design objective for containment of Groundwater Plume within 3 years from NTP on the CLIN. This is a firm fixed price informational SubCLIN. Price Unfunded. FOB: Destination PURCHASE REQUEST NUMBER: W31RYO02571438 \$0.00 MAX

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ITEM NO SUPPLIES/SERVICES UNIT UNIT PRICE MAX MAX AMOUNT **OUANTITY** 000122 UNDEFINED UNDEFINED \$0.00 Disposal of Contaminated Soil Task 2001HA: OPTIONAL: (Fixed Unit Price) Disposal of Contaminated Soil per cubic yard. This is a firm fixed price informational SubCLIN. Price Unfunded. FOB: Destination PURCHASE REQUEST NUMBER: W31RYO02571438 MAX \$0.00 **NET AMT** UNIT ITEM NO SUPPLIES/SERVICES MAX UNIT PRICE MAX AMOUNT QUANTITY 0005 \$0.00 NC

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Contractor Manpower Reporting

This CLIN is used for the pricing of the collection and reporting of Contractor Manpower Reporting data as described in Section C. Reporting period will be the period of performance not to exceed twelve months ending 30 September of each Government Fiscal Year and must be reported by 31 October of each calendar year.

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FOB: Destination

PURCHASE REQUEST NUMBER: W31RYO02571438

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Section C - Descriptions and Specifications

PWS SOO

PERFORMANCE WORK STATEMENT Kirtland Air Force Base Bulk Fuels Facility (BFF) Spill

Solid Waste Management Units (SWMUs) ST-106 and SS-111 13July2010

1.0 Background and Introduction: This requirement is for environmental remediation services at the Kirtland Air Force Base (AFB) Bulk Fuels Facility (BFF) Spill Solid Waste Management Units (SWMUs) ST-106 and SS-111 located at Albuquerque, New Mexico.

Kirtland AFB is located in Bernalillo County, in central New Mexico, southeast of and adjacent to the City of Albuquerque. The approximate area of the base is 52,287 acres. The BFF is located in the western part of Kirtland AFB. Historical aerial photography has revealed that the area was utilized for fuel storage and processing as early as 1951. The exact history of releases is unknown. Conceptually, releases could have occurred when fuel was transferred from railcars, through the former fuel offloading rack, to the pump house and then to the bulk fuel storage containers on the south end of the site. In November 1999, three known discharges occurred as a result of pressure testing of the lines that transfer fuel from the JP-8 offloading rack to the pump house at the facility. For all discharges documented in November 1999, the product released was JP-8. However, due to the presence of multiple types of fuel contamination on the water table and the size of the LNAPL plume, it is likely that the primary pipeline had been in a state of failure for many years. The detected presence of LNAPL fuel hydrocarbons to the water table also indicates that substantial releases have occurred and that a range of fuel types may have been released (AvGas, diesel, JP-4, and JP-8).

The Contractor shall be responsible for fully executing the Firm Fixed Price Remediation (FFPR) approach under a Performance-Based Acquisition (PBA), by: (1) conducting required environmental restoration services for which the United States Department of the Air Force (the "Air Force") is statutorily responsible; (2) addressing any and all environmental, scheduling, and regulatory issues; and, (3) assuming contractual liability and responsibility for the achievement of the performance objectives for the subject BFF Spill sites at the Kirtland Air Force Base (the "Installation") identified in this Performance Work Statement (PWS), including any sites with off-installation contamination resulting from the subject Bulk Fuel Site for which the Air Force may be held responsible.

The contractor must possess all the required expertise, knowledge, equipment, training, and tools required to meet or exceed the government's objectives identified in this PWS in accordance with established industry standards. The Contractor must be thoroughly familiar with Resource Conservation and Recovery Act corrective action process and have the capability and experience to perform, or provide, a wide range of environmental remediation services including RCRA facility investigations; corrective measure evaluations/studies; remedy designs, construction, and operation; and hazardous waste classification. Work will include site investigation, site characterization, evaluation of corrective measures, design and implementation and operation of interim measures, corrective measure design, corrective measure implementation (construction), remediation of contaminated sites, corrective measures (operations), and long-term management. Munitions and explosives of concern (MEC), and chemical warfare materiel (CWM) is not anticipated. If suspect MEC or CWM is encountered during any phase of site activities, the Contractor shall immediately halt all operations and contact the Contracting Officer (KO) for assistance and guidance.

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 cleanup agreements or guidance for the Installation, and relevant DoD and Air Force policy, for the duration of the contract.

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 the Resource Conservation and Recovery Act

(RCRA), Hazardous Waste Act (HWA), New Mexico Statutes Annotated (NMSA) 1978, the Hazardous Waste Management Regulations (HWMR), 20.4.1 New Mexico Annotated Code (NMAC), and regulatory enforcement authority of with the New Mexico Environment Department (NMED) Hazardous Waste Bureau (HWB). Work may require coordination with other Departments or Agencies, as necessary, to obtain environmental permits.

On April 2, 2010 a letter was issued to Kirtland AFB transferring regulatory authority from the NMED Ground Water Quality Bureau (GWQB) to the NMED HWB. This transfer occurred pursuant to the NMED HWB's enforcement authority to direct corrective action under the RCRA HWA, NMSA 1978, §§ 74-4-1 to 74-4-14, and the HWMR 20.4.1 NMAC due to Kirtland AFBs failure to comply with the requirements of Notice of Deficiencies (NODs) dated 23 Jun 2009 and 28 Oct 2009. A second letter, also dated 02 April 2010, was issued to Kirtland AFB from the HWB that outlined requirements to provide work plans intended to address the vadose zone, groundwater, interim measures, and Corrective Measures Evaluation to be employed at the Bulk Fuels Facility. In this letter, NMED required, among other things, mitigation of the endangerment of the Albuquerque Bernalillo County Water Utility Authority (ABCWUA) groundwater resource. The interim measures (IM's) that NMED has required are focused on removal of light non-aqueous phase liquid (LNAPL), which is acting as a source of dissolved fuel upgradient of the ABCWUA groundwater supply wells.

Certain hazardous constituents may be an issue at sites covered by this contract. For any such hazardous constituent or any other chemical, that does not have an applicable State or 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, payment will not be provided for responses that are not in full compliance with RCRA, the Defense Environmental Restoration Program (DERP), and DoD and Air Force policy.

- 2.0 Types of Services Required: This PWS includes broad-spectrum environmental services. These services may include, but are not limited to, facility investigations, monitoring and operations of remedial systems, 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, training, and equipment necessary to meet the performance objectives and standards identified in Table 1 below.

Table 1: Performance Objectives Summary [contractors may propose performance objectives pursuant to the Statement of Objectives found in Attachment F]

Performance Standards
Air Force approval through the Contracting Officer (KO).
Compliance with RCRA Part B permit, Module IV Corrective Action, NMED HWB enforcement directives, and associated schedules. Air Force approval through the KO and Regulator concurrence (e.g., receipt of documentation confirming approval of Quarterly Monitoring Reports).

Complete a RCRA Facility Investigation (RFI) at the BFF Spill Solid Waste Management Units (SWMUs) ST-106 and SS-111 as follows:

- Vadose Zone 2 yrs from notice to proceed (NTP) on the Contract Line Item (CLIN)
- Groundwater 3 yrs NTP on the CLIN

Compliance with RCRA Part B permit, Module IV Corrective Action, NMED HWB enforcement directives, and associated schedules.

Air Force approval through the KO and Regulator concurrence (e.g., receipt of documentation confirming approval of RFI Report).

RFI (1) determines the edge of the plume so containment can be implemented (2) characterizes at depth to find any preferential layers through which plume may be moving more rapidly; and (3) Determines extent of any large Non-Aqueous Phase Liquid (NAPL) deposits perched on low permeability layers within the vadose zone.

Complete installation of an Interim Measure (IM) and demonstrate it is operating in accordance with the approved design objective(s) for the following:

 Light Non-Aqueous Phase Liquid (LNAPL) within 1 year from NTP on the CLIN (30 Sep 2011)

Achieve RIP of LNAPL Plume Distal End IM by 30 Sep 2014

Compliance with RCRA Part B permit, Module IV Corrective Action, NMED HWB enforcement directives, and associated schedules.

Air Force approval through the KO and Regulator concurrence (e.g., receipt of documentation confirming approval of IM).

IM (1) contains the LNAPL footprint so it does not expand or move as determined by sentinel wells; and (2) comparison to a contractor proposed and KO and Regulator approved performance model demonstrates IM is operating as intended. Preference is for measurable performance metrics such as NAPL thickness or transmissivity rather than volume removed in the performance model.

Complete installation of an IM and demonstrate it is operating in accordance with the approved design objective(s) for the following:

- Vadose Zone Shallow and LNAPL within 1 year from NTP on the CLIN
- Vadose Zone Deep (Phase I) within 1.5 years from NTP on the CLIN.
- Vadose Zone Deep (Phase II) within 3.5 years from NTP on the CLIN

Achieve RIP of this IM by 30 Sep 2014

Complete installation of an IM and demonstrate it is operating in accordance with the approved design objective(s) for the following:

Containment of Groundwater Plume - within 3 years NTP on the CLIN

RIP achieved via the IM by 28 Nov 2012: 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.

Compliance with RCRA Part B permit, Module IV Corrective Action, NMED HWB enforcement directives, and associated schedules.

Air Force approval through the KO and Regulator concurrence (e.g., receipt of documentation confirming approval of IM).

IM (1) eliminates the vapor intrusion pathway in the top 20 feet as determined by concentration in soil vapor; (2) determines extent and removes all drainable NAPL encountered in the vadose zone by RFI borings (i.e., draw off perched NAPL where feasible); and (3) removes all volatiles in vadose zone above calculated concentration required to protect groundwater quality to maximum contaminant levels (MCLs) using partition analysis in combination with measurements of soil vapors.

Phase I = Contractor must complete demonstration of deep vadose zone IM and provide report documenting results and the likelihood that full-scale system must be based on low, medium, or high density well pattern.

Phase II = Install full-scale IM and remove all volatiles in vadose zone above calculated concentration required to protect groundwater quality to maximum contaminant levels (MCLs) using partition analysis.

Compliance with RCRA Part B permit, Module IV Corrective Action, NMED HWB enforcement directives, and associated schedules.

Air Force approval through the KO and Regulator concurrence (e.g., receipt of documentation confirming approval of IRM).

IM (1) demonstrates capture with potentiometric data for hydraulic containment and sentinel wells; and (2) provides the rationale for placement of sentinel wells on the basis of travel times and receptors.

Contractors may add additional rows to account for- end objectives proposed in addition to the minimum- required objectives above as part of their proposal in- accordance with the SOO objectives	Compliance with RCRA Part B permit, Module IV- Corrective Action, NMED HWB enforcement directives, and associated schedules.
anne de central (1, 10 - 10 metro anne 1, 10 metro (1, 10 metro) (1, 10	Air Force approval through the KO and Regulator- concurrence (e.g., receipt of documentation- confirming approval of [X].
	Final remedy (1) removes all semi-volatiles out of the vadose zone down to a concentration that will not partition above MCL in groundwater (e.g. naphthalene); and (2) includes sufficient duration of monitoring to accommodate all drainage not encountered in RFI borings.
Achieve Corrective Measures Evaluation (CME) within 180 days of RFI approval for the following site:	Compliance with RCRA Part B permit, Module IV Corrective Action, NMED HWB enforcement directives, and associated schedules.
 Bulk Fuels Facility (BFF) Spill Solid Waste Management Units (SWMUs) ST-106 and SS- 111 	Air Force approval through the KO and Regulator concurrence (e.g., receipt of documentation confirming CME is complete).
For all remedies, optimize capital and long-term costs.	Acceptance by the KO that the Contractor has demonstrated that the proposed remedy represents the lowest 30-year present worth cost to the Government, and is acceptable to the regulators.
Support all Remedy reviews required for the site(s) identified above, for the duration of the contract.	Air Force approval through the KO and Regulator concurrence (e.g., formal documentation accepting the reviews and any corrections).
Correct any deficiencies noted in the Remedy reviews.	VX A

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.

RIP 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). Contractors should note that when RA(O) and/or a Remedy 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) at that site for the duration of the contract.
- · Conducting any Remedy reviews required at that site for the duration of the contract.
- 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 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 KO. 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 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 completing a 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) or within a Remedy 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 KO (see Section 7.2 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) and Remedy 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
Quality Cont	rol/Assurance & Safe	ty		0
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, and corrective action requirements for SWMUs ST-106 and SWMU SS-11 as specified in RCRA permit and related correspondence from State HW Bureau.	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

- 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 (or a more aggressive schedule agreed upon) 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 Air Force review and approval, through the KO. The final PMP shall be due within 14 calendar days of receipt of COR comments on the draft PMP. A payment milestone will be established for Air Force approval of the final PMP through the KO. The PMP shall be maintained throughout the duration of the task order.

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 and illustrate critical path activities. 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 COR'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.

4.3 Milestone Presentations: Milestone presentations shall be made to the KO at the completion of each milestone below to provide analysis and lessons learned, and to present approaches for completion of future milestones. At the KO'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.

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 Air Force, through the KO. 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 7.2 of this PWS, Certification and Approval of Project Milestones and Deliverables).

Additionally, as part of this Task Order, the contractor shall meet quarterly with Albuquerque District, Huntsville Center, AFCEE/ER, and Kirtland AFB personnel to discuss and review progress, issues, schedule, and plan forward. The Contractor shall ensure that the appropriate personnel are available to discuss technical, contractual, or budgetary issues that may impact the overall success of this contract action.

Major Milestones

- . KO Approval of the Project Management Plan
- Achievement of (KO and Regulator approval of) RFI at BFF Spill Vadose Zone within 2 yrs from NTP on the CLIN
- Achievement of (KO and Regulator approval of) RFI at BFF Spill Groundwater within 3 yrs from NTP on the CLIN
- Achievement of (KO and Regulator approval of) installation of IM for LNAPL plume and demonstration it
 is operating in accordance with the approved design objective(s) within 1 year from NTP on the CLIN.
- Achievement of (KO and Regulator approval of) installation of IM for Vadose Zone LNAPL and demonstration it is operating in accordance with the approved design objective(s) within 1 year from NTP on the CLIN

- Achievement of (Air Force and Regulator approval of) installation of IRM for Vadose Zone LNAPL and demonstration it is operating in accordance with the approved design objective(s) within 1 year from NTP on the CLIN
- Achievement of (KO and Regulator approval of) installation of IRM for containment of groundwater plume
 and demonstration it is operating in accordance with the approved design objective(s) within 1 year from
 NTP on the CLIN. Achievement of (KO and Regulator approval of) RC at the BFF Spill by [date proposed
 by the contractor or to be deleted].
- Achievement of (KO and Regulator approval of) RIP at the BFF Spill by [date proposed by the contractor
 or to be deleted].
- Approval of quarterly pre-remedy monitoring and Soil Vapor Extraction (SVE) operation report(s).
- Approval of annual RA(O) or Long-Term Monitoring (LTM) report(s)
- Successful correction of deficiencies noted in the Remedy review(s)
- Environmental Requirements: The Contractor shall identify applicable federal, state and local laws and regulations; applicable Installation-specific orders, agreements, or policies; 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 telephonically and then by written notice. Nothing in this contract shall relieve the Contractor of its responsibility to comply with applicable laws, regulations and AF policies and Air Force Instructions (AFIs). The Contractor shall obtain all permits, licenses, approvals, and/or certificates required or necessary to accomplish the work. Whenever intrusive activities are conducted at the Environmental Restoration Program (ERP) sites, the Contractor shall complete Base Civil Engineering Clearance Requests (Air Force [AF] IMT 103) and Base Civil Engineer Work Requests (AF IMT 332) and shall obtain approval from the KO. 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 USACE and/or Air Force technical experts will also independently review Contractor work to ensure compliance with all applicable requirements.

The Air Force 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 be incorporated into the Kirtland AFB-wide General Plan and compliance with LUCs will 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 Remedy review activities. The contractor is required to deliver monitoring wells, sampling points, remedial action infrastructures with associated data (lab results, well logs, etc) to the GIS office. Kirtland AFB will provide data format and delivery address to the contractor through the COR upon Task Order award.

The Contractor shall adhere to all applicable federal, DoD, and Air Force 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 Air Force 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. Air Force 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.

The Contractor shall review and fully understand "Executive Order 13514-- Federal Leadership in Environmental, Energy, and Economic Performance," 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 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.

- 4.5 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 KO reserves the right to stop work under this contract for any violations of the SSHP at no additional cost to the Air Force. Once the Air Force 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 in accordance with EM 385-1-1 (latest revision).
- **Quality Management:** The Contractor must ensure that the quality of all work performed or produced under this contract meets Air Force approval, through the COR. Quality control/assurance plans must be prepared and approved by the KO 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 COR. 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 COR.

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

4.7 Quality Control: 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).

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.

The Contractor shall meet all Environmental Restoration Program Information Management System (ERPIMS) data deliverable requirements at a minimum of every six months during the duration of the Task Order, as appropriate to data generation. The Contractor shall record and enter field and laboratory data into a computerized submission format in accordance with the ERPIMS Data Loading Handbook (DLH). The DLH is available for download at http://www.afcee.brooks.af.mil/ms/erpimsdlh/html/index.html. The Contractor shall be responsible for the accuracy and completeness of all data submitted. All data submitted by the Contractor shall correspond exactly with the data recorded in the original laboratory reports and other documents associated with sampling and laboratory tasks. ERPIMS records can be obtained at http://www.afcee.af.mil/resources/restoration/erpims/index.asp. The Contractors are required to use the most up-to-date data loading tool and handbook available from AFCEE at http://www.afcee.af.mil/resources/restoration/erpims/software/index.asp.

4.8 Project Repository and Administrative Record: The Contractor shall update at least monthly a multimedia (i.e., both paper and electronic format) 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 Air Force and available to the Air Force upon request by the COR or KO.

"Project-related information" includes all previous environmental restoration documentation of a technical nature developed by the Air Force and previous Air Force 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 update the repository for the Administrative Documents for activities established at http://www.kirtland.af.mil/shared/media/document/AFD-100409-012.pdf, as needed. The Administrative Documents shall be updated by the Contractor, and made available to the public, for the duration of the contract. Final electronic document files must be in text-searchable PDF format and be accompanied by defined metadata for upload.

- 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 Air Force review and approval, through the KO.
- 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 KO or reimbursement is made by the Contractor sufficient to restore or replace the property to a condition satisfactory to the KO in accordance with FAR Clause 52.245-2.
- 4.11 Project Stakeholders: For the purposes of this PWS, project stakeholders may include, but not be limited to, the Air Force, US Army Corp of Engineers (USACE), Kirtland Air Force Base, Air National Guard, New Mexico Environment Division (NMED) Hazardous Waste Board (HWB), the City of Albuquerque and Albuquerque Bernalillo County Water Utility Authority, Veteran's Administration Medical Center, and private landowners. Required level of involvement may differ from site to site and the Contractor shall be responsible for obtaining

comments with appropriate approval or concurrence on project deliverables consistent with applicable regulatory drivers and agreements for each site.

- 4.12 Regulatory Involvement: All regulatory coordination shall be approved by the Air Force 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 Air Force at all meetings with the regulators. With prior 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 Air Force will be the signature authority for all regulatory agreements and remediation documentation.
- 4.13 Public Involvement: Contractors should note that the Installation has an active Citizens Advisory Board (CAB) and detailed information concerning the CAB's organization and activities will be provided to the Contractor. Activities required to support the CAB meetings are included in this effort.

A Community Relations Plan has already been developed and implemented for Kirtland AFB and is included in the Base-Wide Work Plan (Tetra Tech 2004). The Contractor shall update this CRP as part of this Task Order. Community information meetings, including community outreach and presenting at neighborhood association meetings is ongoing. Activities required to support these meetings are included in this effort. The Contractor shall be responsible for the minutes of all 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. All public participation coordination shall be approved by the Air Force through the COR. The Contractor shall provide the necessary support to for public participation aspects of the project (e.g., preparation of briefings, presentations, fact sheets, articles/public notices to news media and/or established interested individuals). 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 Air Force at all meetings with the public.

- 4.13.1 <u>Communications</u>: 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 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 Air Force concurrence, the Contractor may coordinate with appropriate regulatory agencies to determine if fewer versions of each deliverable are sufficient for review. The Air Force, through the COR, will receive initial draft documents and will provide comments to the Contractor within thirty (30) calendar days. Draft reports addressed in this PWS are considered "drafts" only in the sense that they have not been reviewed and approved by the Air Force. In all respects, "draft" reports shall be complete, in proper format, and free of grammatical and typographical errors. All draft reports shall be thoroughly screened through in-house peer technical review before being submitted to the Air Force through the COR. Once initial comments are addressed, the Air Force 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, unless negotiated otherwise. 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 Documents.

During field investigation activities, daily quality control summary reports (DQCRs) will be completed by the field team manager and provided to the project manager, client designee, and a summary of the activities will be provided to NMED designee on a daily basis, as required. The DQCRs shall summarize field activities and quality control activities that occurred during the day. Weekly conference calls will be held among the field team, AFCEE, Kirtland

AFB, USACE, and NMED to discuss the progress of the field effort, upcoming field work, and consider any problems or issues that require resolution. Minutes of the meeting will be kept by the field team manager, and circulated to the participants within 24 hr of the meeting.

The Contractor shall propose deliverables and payment milestones as part of its proposal, and if approved by the USACE and the Air Force, included as part of the PMP. Final decisions regarding the adequacy of milestone and deliverable completion resides with the KO (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 RCRA and the correction action permit requirements.

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, training, 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 Air Force 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.

POSITION	PERSONNEL
Project Manager	[to be proposed by offeror]
Senior Scientist/Engineer	[to be proposed by offeror]
Environmental Regulatory Specialist	[to be proposed by offeror]
Risk Assessor	[to be proposed by offeror]
Certified Industrial Hygienist	[to be proposed by offeror]
Community Relations Specialist	[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: The <u>ordering</u> period shall commence upon the date of contract award and may continue for a period of five years, if all options are exercised. The <u>period of performance</u> shall not exceed five (5) years from the date of award of the last ordered option.
- 6.3 Basic and Optional Requirements: Sub-CLINs 2001AA -AB, -BA, -CA, -CB, -DA, -EA, and -GA represent the minimum performance objectives and are the Basic Requirements under this contract. All other Sub-CLINs 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. The Government reserves the right to not exercise any options under this contract.

7.0 Additional Requirements

7.1 Resources

7.1.a Air Force Furnished Resources

The Air Force, 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 Air Force policy and guidance documents.
- All Air Force 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 Air Force should new equipment be required.
- Execution of Rights of Entry (ROEs) for sites included in this Contract.
- Three Soil Vapor Extraction (SVE) Systems and the existing monitoring network for operation by the Contractor
- Air Permit(s) and Certification(s) required for operation of the existing SVE systems in accordance with current design.
- Removal of all structures of the Former Fuel Offloading Rack, including the underground components, and excavation of soil.
- Equipment space will be made available under a lease arrangement. Kirtland AFB will identify the
 point of contact through the COR upon Task Order Award.

7.1.b Contractor Furnished Resources:

The Contractor must possess all the required expertise, knowledge, equipment, training, and tools required to meet or exceed the Air Force'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 Air Force/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 Air Force/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 provision and cost of the utilities associated with implementation of remedies, including installation of individual meters for necessary utilities.
- Disposal of all waste (Haz and Non-Haz) generated under this contract shall be the responsibility of the Contractor. Contractor must obtain Installation AF approval and signature on all Manifests before waste shipment.
- Preparation of all draft ROE's for Government execution as required to achieve the performance objectives identified in this contract.
- Air Permit and Certifications required as a result of alterations to existing SVE systems performed by the contractor to achieve the performance objectives in this PWS.
- · Any other necessary resources needed to achieve the performance objectives.
- 7.2 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 RA(O) and Remedy reviews.

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

As indicated in Section 4.3 of the PWS, representatives shall meet after receipt of each status report to:

- Formally review the quantity and quality of services;
- Inspect work for compliance with this PWS, the associated Project Management Plan, 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.
- 7.3 Government Rights: The Air Force 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 Air Force owned and are the property of the Air Force with all rights and privileges of ownership/copyright belonging exclusively to the Air Force. These documents and materials cannot be used or sold by the Contractor without written permission from the KO. All materials supplied to the Air Force shall be the sole property of the Air Force and cannot be used for any other purpose. This right does not abrogate any other Air Force rights under the applicable Data Rights clause(s).
- 7.4 Stop Work: The Contractor, authorized Installation personnel, and the KO 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.

7.5 Environmental Responsibility Considerations

- The Air Force 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 Air Force will retain all responsibility for third party liability for CWM, MEC, or radiological material
 that are either targeted for or may be discovered during the course of remediation.
- Response cost claims, property damage and personal injury claims brought due to contamination and
 hazardous substance releases that have occurred historically (prior to contract with the Contractor) and are
 not due to Contractor remediation activities are excluded from Contractor responsibility. The Contractor
 shall be responsible for and indemnify the Air Force 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.
- 7.6 Inspections: The Air Force technical experts will independently review Contractor work to ensure compliance with all applicable requirements.

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 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 the Contractor is conducting RA(O) or completing a 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) or within a Remedy review which may require modification of that remedy are considered outside the scope of this contract effort.

7.7 Organizational Conflicts of Interest

- 7.7.1 <u>Disclosure</u>. 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 this 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.
- 7.7.2 Potential Conflicts of Interest. 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 this 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 this 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 by 16 July 2010. An ftp location will be provided by the contractor to the government for purposes of downloading this information.
- 7.8 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. 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. Access agreements have historically ranged from six weeks to six months to execute.
- 7.9 Travel: Travel to/from the Installation and to other CONUS locations for such purposes as to attend meetings, briefings and/or presentations may be required incidental to this remedial action, the costs for which shall be included in the total price for the PWS.

7.10 ⊠	Performance and Payment Bonds: 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:
7.11 <u> </u>	Warranty; In accordance with the base contract, the Contractor:] is NOT required to provide a 5-year warranty for each site as specified in this PWS.
	is required to provide a 5-year warranty for each site as specified in this PWS.

8.0 Contracting Officer's Representative

Name: Mrs. Betina V Johnson

Organization: USACE – Huntsville Center Address: ATTN: CEHNC-ED-CS-P Address: 4820 University Square

City, State, Zip Code: Huntsville, Alabama 35816

Telephone: 256-895-1238 Facsimile: 256-895-1602

Email: Betina.V.Johnson@usace.army.mil

9.0 ARMY CONTRACTOR MANPOWER REPORTING

- 9.1 Implementation: The Office of the Assistant Secretary of the Army (Manpower & Reserve Affairs) operates and maintains a secure Army data collection site where the contractor will report contractor manpower information (including subcontractor manpower information) required for performance of this contract. The contractor shall submit all the information required in the format specified at the following web address: PERFORMANCE WORK STATEMENT KIRTLAND AIR FORCE BASE 13 July 2010 https://cmra.army.mil/default.aspx
- 9.1.1 Reporting. The Contractors shall fill in the required information on the website, fields are shown below:
 - (1) Contract Number
 - (2) Delivery Order Number (if applicable)
 - (3) Task Order Number (if applicable)
 - (4) Requiring Activity Unit Identification Code (UIC)
 - (5) Command
 - (6) Contractor Contact Information
 - (7) Federal Service Code (FSC)
 - (8) Direct Labor Hours
 - (9) Direct Labor Dollars
 - (10) Location Information (where contractor and subcontractors (if applicable) performed the services.

Reporting period will be the period of performance not to exceed 12 months ending September 30 of each government fiscal year and must be reported by 15 October of each calendar year.

If your particular contract crosses fiscal years, 2 entries must be made to capture the data for the contract period; for example if the contract start date is 1 January 2007 and ends 31 December 2007, the data for the period from 1 January 2007 through 30 September 2007 shall be entered not later than 15 October 2007 and the period 1October 2007 through 31 December 2007 shall be entered not later than 15 January 2008.

Attachment A: Reference Documents

The Air Force 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 <u>not</u> 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.

http://www.kirtland.af.mil/shared/media/document/AFD-100409-012.pdf

http://www.nmenv.state.nm.us/hwb/kafbperm.htm#KAFBBulkFuelsFacSpill

Reports are available for download from the web site of the U.S. Geological Survey. http://pubs.er.usgs.gov/

- Bexfield, L.M., and McAda, D.P., 2003, Simulated Effects of Ground-Water Management Scenarios on the Santa Fe Group Aquifer System, Middle Rio Grande Basin, New Mexico, 2001-40. U.S. GEOLOGICAL SURVEY, Water-Resources Investigations Report 03-4040.
- Beman, J.E., 2008, Water-level data for the Albuquerque Basin and adjacent areas, Central New Mexico, period of record through September 30, 2007; U.S. Geological Survey Open-File Report 2008-1255, 32 p.
- McAda, D.P., and Barroll, P., SIMULATION OF GROUND-WATER FLOW IN THE MIDDLE RIO GRANDE BASIN BETWEEN COCHITI AND SAN ACACIA, NEW MEXICO. U.S. GEOLOGICAL SURVEY, Water-Resources Investigations Report 02-4200.

Attachment B: List of Acronyms

ABCWUA Albuquerque Bernalillo County Water Utility Authority

AFB Air Force Base

AFCEE Air Force Center for Engineering and the Environment

AFI Air Force Instruction
APP Accident Prevention Plan
AR Administrative Record

ARAR Applicable or Relevant and Appropriate Requirement

BFF Bulk Fuel Facility

CAB Citizens Advisory Board

CAIS Chemical Agent Identification Sets

CAR Corrective Action Report
CFR Code of Federal Regulations
CLIN Contract Line Item Number
CME Corrective Measure Evaluation
CMS Corrective Measures Study
CONUS Continental United States

COR Contracting Officer's Representative

CPAR Contractor Performance Assessment Report

CRP Community Relations Plan

CSDGM Content Standard for Digital Geospatial Metadata

CWM Chemical Warfare Materiel

DERP Defense Environmental Restoration Program

DID Data Item Description
DLH Data Loading Handbook
DoD Department of Defense

DQCR Data Quality Control Summary Reports

EM Engineer Manual

EMS Environmental Management System
ERP Environmental Restoration Program

ERIS Environmental Restoration Information System

ERPIMS Environmental Restoration Program Information Management System

FAR Federal Acquisition Regulation
FFPR Firm Fixed Price Remediation
FGDC Federal Geographic Data Committee
GIS Geographic Information System

HWA [New Mexico] Hazardous Waste Act
HWB [New Mexico] Hazardous Waste Bureau

Ground Water Quality Bureau

IAP Installation Action Plan

IM Interim Measure

GWQB

IRIS Integrated Risk Information System

KO Contracting Officer

LNAPL Light Non-Aqueous Phase Liquid

LTM Long-Term Management

LUC Land Use Control

MCI. Maximum Contaminant Level

MEC Munitions and Explosives of Concern

NELAP National Environmental Laboratory Accreditation Program

NMED New Mexico Environment Department

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
RA(O) Remedial Action (Operations)

RC Response Complete

RCRA Resource Conservation and Recovery Act

RfD Reference Dose
RFP Request for Proposal

RFI RCRA Facility Investigation

RIP Remedy In Place ROE Right of Entry

RPO Real Property Officer

SC Site Closcout

SDSFIE Spatial Data Standards for Facilities, Infrastructure, and Environment

SME Subject Matter Expert
SSHP Site Safety and Health Plan
Still Manage Entreption

SVE Soil Vapor Extraction

SWMU Solid Waste Management Unit

UFP Uniform Federal Policy

USACE United States Air Force Corps of Engineers

USAEC United States Air Force Environmental Command

USC United States Code

USEPA United States Environmental Protection Agency

UTM Universal Transverse Mercator

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.

<u>Contractor's Project Costs</u>: 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.

<u>Deliverables</u>: Documentation or data that support the completion of milestones or achievement of the performance objectives identified in this PWS.

<u>Long-Term Management (LTM)</u>: 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.

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

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

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

<u>Project Documents (RCRA)</u>: Documentation and data required by underground storage tank (UST) or RCRA remediation and RA(O) and/or LTM activities.

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

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

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

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

Site Close-Out: Site Close-Out signifies when the Air Force has completed active management and monitoring at an environmental cleanup site, no additional environmental cleanup funds will be expended at the site and the Air Force 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.

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 SDSFIE v2.6, the discriminator must be populated
- All features shall be attributed with the Installation Code from the Headquarters Installation Information System (HOIIS)
- 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 Air Force 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
 - o Must be located inside polygons of parent feature class
 - · Line features
 - o Must not self overlap
 - o Must not self intersect
 - o Must be single part
 - o Must not have pseudo-nodes
 - o Must not have dangles
 - · Polygon features
 - Must not overlap
 - o Must not have gaps

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

1.0 Overview

- 1.1 <u>Introduction.</u> 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 <u>Purpose:</u> 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 Air Force receives the quality of services called for in the contract, and the Air Force 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 Air Force 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 Air Force in assessing the Contractor's performance.
- Describe the surveillance documentation process and provide copies of the form that the Air Force 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 Government

- 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 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 <u>Contracting Officer's Representative (COR)</u>. The COR is responsible for technical administration of the project and assures proper Air Force 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 <u>Technical Expertise and Subject Matter Experts.</u> The KO and COR may call upon the technical expertise of other Air Force officials and subject matter experts (SME) as required. These Air Force 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 OASP:
 - 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 Air Force 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 <u>Performance Standards for Key Milestones/Deliverables</u>: Since price is fixed in the performance-based acquisitions utilized by the Air Force, 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 Air Force.

Table 1: QASP Performance Standards and Ratings Definitions

Renformance Standard	Exceptional	Very/Good	Satisfactory - 15	Manginal	-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.
Performance Cat	egory: Quality of	Product or Service	The second of th		
Quality	Draft Final and Final deliverables are of excellent quality, approved as submitted, or	Draft Final deliverables are of high quality and comments are mostly minor. Final deliverables are approved after one (1) round of	Draft Final deliverables are of acceptable quality with only a few number of comments identifying major weaknesses. Final	Draft Final deliverables are of poor quality with a significant number of comments identifying major weaknesses or deficiencies. Final	Draft Final deliverables are of very poor quality and arc rejected for re- submittal without comment. Final deliverables did

Pertormance	Exceptional -	Verv Good	Satisfactory 4 2	Marginal	Unsatisfactory
Standa d	with no substantive comments limited to grammar, spelling, or terminology.	Air Force 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.	deliverables are approved after two (2) rounds of Air Force comments on Draft Final. No further revisions are required.	deliverables require more than two (2) rounds of Air Force comments on Draft l'inal before being approved. (e.g., changes are required to the Final document due to inadequate incorporation of comments).	not comply with contract requirements, or one or more document versions required more than three (3) rounds of Air Force comments before being approved.
Performance Cate	Air Force audit finds that the data collected and/or the work performed exceeds the requirement of the PWS. No deficiencies noted.	Air Force audit of work does not identify any deficiencies that compromise the quality of the data collected or work performed.	Air Force audit of work identifies deficiencies that do not compromise the quality of the data collected or work performed, and can be corrected.	Air Force audit of work identifies deficiencies that compromise the quality of the data collected or work performed, but was corrected.	Air Force audit of work identifies deficiencies that compromise the quality of the data collected or work performed, and cannot be corrected.
Schedule Schedule Performance Cala Rerformance Cala	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 behind schedule (unless the COR waives this requirement), but within extended timeframe formally agreed to by the regulator.	Contractor achieves milestone behind schedule (unless the COR waives this requirement), and not within the extended timeframe formally agreed to by the regulator per criteria established in the PWS and the QASP.

Performance Standard	Exceptional	SVcry Good	Satisfactory =	Marginal	Unsatisfactory
Safety	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 Air Force. 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 Air Force. 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 Air Force. 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.
	(ent of Key Personnel	[All parrappel	All personnel
Management of Key Personnet and Resources	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 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 confractor were assigned to the project. Some personnel were substituted by equally qualified individuals.	proposed by the contractor were assigned to the project. Some personnel were substituted by lesser qualified individuals.
	Zero (0) instances of resource management issues creating a negative impact to the activity.	No more than one (1) instance of resource management issues creating a negative impact to the activity.	Informal poor performance feedback on conduct of personnel is provided by the COR but are corrected.	Formal letter of poor performance feedback on conduct of personnel is provided by the COR but are corrected.	Written request from KO requesting removal of assigned personnel for poor performance or notification of poor performance is provided by the

TO STATE OF THE PROPERTY OF TH	102500 4/0 5340 0 (00) PAGGATA 9 FG	Very Cood	「食物」で、 とないというできない 日本化され またべん 一角の	Mareinal	Unsatisfactory COR and is not corrected.
			No more than two (2) instances of resource management issues creating a negative impact to the activity.	No more than three (3) instances of resource management issues creating a negative impact to the activity.	More than three (3) instances of resource management issues creating a negative impact to the activity.
Performance Cat	egory: Cost Cont NA	rol (Applicable for C	ost Reimbursement C NA	ontracts Only) 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 <u>100% Inspection</u>: All key milestones and deliverables will be evaluated through 100% inspection (e.g., onsite 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 <u>Periodic Progress Inspection</u>: 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

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 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 <u>Corrective Action Process.</u> 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.
- 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 <u>Satisfactory Performance</u>. 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.
- 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 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
- 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 meetings
- Review and approval of all deliverables to regulatory agencies

- · Review of project safety record
- · Adherence to the approved work plan

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

Performance Objectives	Performance Standards	Acceptable Quality Levels	
Approved Project Management Plan (PMP) and Quality Assurance Surveillance Plan (QASP): • Draft PMP and QASP within 30 calendar days of contract award, • Final PMP within 30 calendar days of receipt of COR comments on the drafts.	Air Force 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.

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

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

Attachment F: STATEMENT OF OBJECTIVES (SOO)

- 1.0 Introduction: Activities at the following are included in this SOO:
 - Kirtland Air Force Base, New Mexico, Bulk Fuels Facility (BFF) Spill Solid Waste Management Units (SWMUs) ST-106 and SS-111

The Government has the following agency goals for the activities included in this SOO:

- Complete characterization in the most effective manner;
- Institute corrective action as necessary to protect human health and the environment, particularly to
 well water in urban neighborhoods adjacent to Kirtland AFB, employing aggressive source
 removal techniques for both risk and mass reduction;
- Comply with applicable federal, state and local laws and regulations; and applicable Installationspecific orders, agreements, or rules;
- Meet or exceed the dates identified by New Mexico Environment Department (NMED) in their 2 Apr 10 letter;
- Develop performance models that describe the expected course of the remediation process (i.e., how conditions are expected to change over time from the current state until the response objective is attained):
- Develop performance metrics, decision criteria, and endpoints that will be used to assess how the
 response is progressing and demonstrate when the objective has been reached; and
- Minimize Air Force life-cycle costs (i.e., capital and long-term costs represent the lowest 30 year present worth cost to the Government).
- 2.0 Objectives: The Government has listed in order of preference the following three alternative objectives for this

Task Order:

- 1. Achieve Response Complete (RC) as defined in Attachment B of the PWS.
- 2. Achieve Remedy in Place (RIP) as defined in Attachment B of the PWS.
- 3. If RC or RIP cannot be achieved within the period of performance of this task order, develop and implement a remediation approach that meets as many of the agency goals and objectives as possible, while still providing a solution that is both best value and protective of human health and the environment.

Within the construct of the three alternative objectives stated above, the Air Force desires to complete an approved Resource Conservation and Recovery Act (RCRA) Facility Investigation (RFI) within one year, stop plume migration and control /stabilize Light Non-Aqueous Phase Liquid (LNAPL) within 3-4 years, remove LNAPL from the vadose zone within 6 years, and reduce the ethylene dibromide (EDB) concentrations in groundwater to below state standards of 50 parts per trillion within 7-8 years of Task Order award.

3.0 **Minimum Performance Objectives:** The minimum performance objectives the Government will accept is an Air

Force and Regulator approved RFI, pre-remedy monitoring, and installation and prove out of three Interim Measures (IMs) identified in the table below Table 1 (Section 3.0 of the PWS).

Contractors are encouraged to identify acceleration of the dates for completion of the minimum performance objectives and/or addition of the furthest end point that can be reached with a fixed price proposal in Table 1 (Section 3.0 of the PWS) pursuant to the objectives stated in Section 2.0 of this SOO. Proposals shall explain why the selected end point is the optimum solution for the Government with respect to both what can be achieved during the period of performance on this Task Order and the minimum total life-cycle capital and long-term management costs. The Government, in turn, will select the proposal deemed to provide the best value in accordance with the Technical Evaluation Criteria.

Section F - Deliveries or Performance

DELIVERY INFORMATION

CLIN	DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
0001	POP 30-SEP-2010 TO 30-SEP-2015	N/A	US ARMY ENGINEERING & SUPPORT CENTER LYDIA B TADESSE CEHNC-CT 4820 UNIVERSITY SQUARE HUNTSVILLE AL 35816-1822 256-895-1169 FOB: Destination	W912DY
000101	POP 30-SEP-2010 TO 10-JAN-2011	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	W912DY
000102	POP 30-SEP-2010 TO 30-SEP-2015	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	W912DY
000103	N/A	N/A	N/A	N/A
000104	N/A	N/A	N/A	N/A
000105	POP 30-SEP-2010 TO 08-FEB-2012	N/A	US ARMY ENGINEERING & SUPPORT CENTER LYDIA B TADESSE CEHNC-CT 4820 UNIVERSITY SQUARE HUNTSVILLE AL 35816-1822 256-895-1169 FOB: Destination	W912DY
000106	POP 30-SEP-2011 TO 08-FEB-2013	N/A	N/A FOB: Destination	
000107	POP 30-SEP-2012 TO 08-FEB-2014	N/A	N/A FOB: Destination	
000108	POP 30-SEP-2013 TO 08-FEB-2015 .	N/A	N/A FOB: Destination	
000109	POP 30-SEP-2010 TO 14-AUG-2012	N/A	US ARMY ENGINEERING & SUPPORT CENTER LYDIA B TADESSE CEHNC-CT 4820 UNIVERSITY SQUARE HUNTSVILLE AL 35816-1822 256-895-1169 FOB: Destination	W912DY

POP 30-SEP-2010 TO 30-SEP-2012	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	W912DY
POP 30-SEP-2010 TO 30-SEP-2014	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	W912DY
POP 30-SEP-2010 TO 30-SEP-2011	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	W912DY
N/A	N/A	N/A	N/A
Ν/Λ	N/A	N/A	N/A
N/A	N/A	N/A	N/A
N/A	N/A	N/A	N/A
N/A	N/A	N/A	N/A
N/A	N/Λ	N/A	N/A
N/A	N/A	N/A	N/A
POP 30-SEP-2010 TO 27-MAY-2012	N/A	US ARMY ENGINEERING & SUPPORT CENTER' LYDIA B TADESSE CEHNC-CT 4820 UNIVERSITY SQUARE HUNTSVILLE AL 35816-1822 256-895-1169 FOB: Destination	W912DY
N/A	N/A	N/A	N/A
N/A	N/A	N/A	N/A
N/A	N/A	N/A	N/A
	POP 30-SEP-2010 TO 30-SEP-2011 TO 30-SEP-2011 N/A	30-SEP-2012 POP 30-SEP-2010 TO	30-SEP-2012 FOB: Destination POP 30-SEP-2010 TO 30-SEP-2010 TO 30-SEP-2011 N/A (SAME AS PREVIOUS LOCATION) FOB: Destination POP 30-SEP-2010 TO 30-SEP-2011 N/A (SAME AS PREVIOUS LOCATION) FOB: Destination N/A N/A N/A N/A N/A N/A

Section G - Contract Administration Data

ACCOUNTING AND APPROPRIATION DATA

AA: 21020500000 088130

2516826J9K70000000000 E314 01110

AMOUNT: \$22,974,682.41 CIN W31RYO025714380001; \$22,974,682.41