
ROUGH DRAFT

NAVAL FACILITIES ENGINEERING COMMAND
GUIDE PERFORMANCE WORK STATEMENT (GPWS)
FOR
HAZARDOUS WASTE MANAGEMENT SERVICES

PREPARED BY:

SOUTHERN DIVISION

NAVAL FACILITIES ENGINEERING COMMAND
2155 EAGLE DRIVE, P.O. BOX 190010
CHARLESTON, SOUTH CAROLINA 29419-9010
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USER'S GUIDE
GUIDE PERFORMANCE WORK STATEMENT FOR
HAZARDOUS WASTE MANAGEMENT SERVICES

I. INTRODUCTION

A. Purpose. This NAVFAC Guide Performance Work Statement (GPWS) has been written to provide assistance in preparing facilities support contracts to procure hazardous waste management services. Contracts for such services may be a continuing contracting effort or conversion of services from in-house to contract performance under the Commercial Activities (CA) program. This NAVFAC GPWS may be used in either application. This GPWS Package consists of a User's Guide; guide contract sections B, C, and J in the Uniform Contract Format; and a Quality Assurance (QA) Guide.

1. NAVFAC manual MO-327, *Facility Support Contract Quality Management Manual*, provides extensive information on the preparation of NAVFAC facilities support contracts, from guidance on acquisition planning through the entire PWS and surveillance program development process. This User's Guide is designed to supplement and to be used in conjunction with the NAVFAC MO-327 in developing a PWS for hazardous waste management services. It provides specific guidance on developing and tailoring the GPWS, special items which must be considered if the specification is being written in conjunction with a CA program study, and general guidance on required pre-award actions. Additional guidance on implementing CA program requirements can be found in the Supplement to OMB Circular A-76 and in OPNAVINST 4860.7B.

2. Sections B, C, and J provide suggested formats for displaying contract line (bid) items, technical specifications which the user may tailor to site specific needs, and attachments which provide supplemental information, historical data, etc.

3. The QA guide is designed to provide the framework for development of a comprehensive contract surveillance program. The user should modify and expand upon the sample QA plans provided as the GPWS is tailored.

4. This GPWS does not establish or provide NAVFAC procurement guidance for policy. Such guidance and policy may be found in the NAVFAC P-68, *Contracting Manual*.

B. Function Definition. For purposes of this GPWS, the hazardous waste management function is defined to include all labor, transportation, equipment, materials, supplies, management, coordination, and supervision required to perform hazardous waste management services. Included are all hazardous waste handling functions (identification, packaging, labeling, collection, transportation, storage, treatment, and disposal) as well as environmental documentation requirements (manifests, operating logs, records, reports, plans, and permits).

C. Responsibilities

1. Experience has shown that the best method of developing a facilities support contract is to involve a number of activity personnel, each having a portion of the knowledge and experience required to put the entire package together. A team of experienced activity personnel should be formed and a team

leader appointed. At least one member of the team must be intimately familiar with each of the following areas:

a. Must be familiar with and understand the applicable GPWS(s) and QA Guide(s).

b. Must have a working knowledge of basic contracting procedures.

c. Must have first hand knowledge of the services, as well as the laws, regulations, restrictions, and other factors influencing the services to be provided by contract.

d. Must be able to identify local needs/requirements that are different from the GPWS and apply specifically to the activity.

2. The following activity personnel are suggested as members of the contract development team.

a. Team Leader. The team leader will be the individual with overall responsibility for development of the contract. This includes the development and tracking of procurement milestones; ensuring that each member of the team understands what specific tasks they are responsible for and when each must be completed; and coordinating the efforts of the individual team members so that the many pieces of the procurement package fall neatly into place.

b. Specification Writer. The specification writer brings to the team technical knowledge of facilities management and a familiarity with specification formats. This will most likely be an engineer or engineering technician at the activity who has had at least some experience in writing facilities support contracts. The use of a planner and estimator (P&E) is also appropriate if one is experienced with writing contract specifications. The writer, regardless of who the person is, should have attended the Civil Engineer Corps Officers School (CECOS) course, Facilities Support Contracts for Functional Managers. Assistance and guidance may be requested from the geographical NAVFACENGCOCOM Engineering Field Division (EFD). The EFD may offer courses on PWS development, quality assurance, and other related subjects that may be of benefit to the specification writer.

c. Functional Manager/Customer. The functional manager is the technical representative of the team who is most familiar with the function to be contracted. Early in the tailoring process the Environmental Coordinator or other hazardous waste management functional expert must determine the total scope of the services required, develop detailed lists of hazardous waste services that are to be provided, identify Government furnished facilities and equipment (if any), collect historical information on waste types and quantities, and identify the specific needs of the activity which may differ from this GPWS. Customer representatives should also be contacted, if appropriate, since they should be able to identify any specific hazardous waste management needs or concerns.

d. Facilities Support Contract Manager. If there is an existing hazardous waste management contract, the Facilities Support Contract Manager (FSCM) or Quality Assurance Evaluator (QAE) should be able to provide lessons learned and other information pertinent to the new specification. The FSCM/QAE will also be responsible for preparing required Quality Assurance Plans (see

Quality Assurance Guide) and for ensuring that services are specified in such a way as to be inspectable.

e. Contract Specialist. The Contract Specialist provides overall contractual guidance in the preparation of the specification and the overall solicitation. This person will work with the writer in the preparation of sections B, C, and J, and will prepare the majority of the clauses in sections E, F, G, H, I, K, L, and M of the solicitation. The contract specialist will also ensure that labor laws are properly applied, competition requirements are met, fiscal policies are adhered to, the solicitation is properly advertised, etc.

f. CA Program Manager. If the specification is being prepared under the CA program, the CA Program Manager provides overall guidance on the CA program, and will ensure that the specification is developed in conjunction with required most efficient organization (MEO) and management studies.

3. The completed specification should be reviewed by customer and functional manager representatives, the Environmental Coordinator, the Engineering Division Director, and the Facilities Management Engineering Director. Consult appropriate EFD instructions to determine if EFD review/approval is required prior to solicitation.

II. GPWS DEVELOPMENT AND USER CONSIDERATIONS. This section of the User's Guide discusses certain assumptions which were made and special items that were considered during the development of the Hazardous Waste Management Services GPWS, and provides general information and considerations that the user should be aware of during the tailoring process.

A. Development of the GPWS. In developing this GPWS a functional analysis, as described in NAVFAC MO-327, was performed to identify each of the major subfunctions for hazardous waste management services. Each of these subfunctions was carefully reviewed to determine which could realistically be contracted for. Once a final list was developed, each subfunction was further subdivided to develop basic work requirements and standards of performance. Once all the basic work requirements were identified for each subfunction, a performance requirements summary (PRS) Table was developed and the requirements were put into narrative form.

B. GPWS User Considerations. The clauses and provisions of this GPWS are arranged in the uniform contract format as required by the Federal Acquisition Regulation (FAR). The sections to which they are assigned shall not be changed.

1. This GPWS contains sections B, C, and J only. These sections contain information and clauses peculiar to the technical services required, while Sections D, E, F, G, H, I, K, L, and M contain contract clauses and provisions more closely related to administrative and contractual requirements. Since the latter group will generally be the same in the majority of NAVFAC contracts, their inclusion in each GPWS would be unnecessary duplication. These clauses are included in the Uniform Contract Format Guide (UCFG) published by NAVFAC. The UCFG should be available at each of the geographical EFDs and at NAVFAC contracting offices, and should be made available to specification writers as required.

2. FAR clauses and provisions may be added or deleted as required by the FAR for specific functions, dollar limitations, bonding, small businesses, etc.

They may not be altered unless specifically authorized by the FAR. Most of the clauses in sections I and L, other than those requiring tailoring (i.e. blanks to be completed), may be included by reference. All other FAR clauses and provisions shall be included in full text. Procurement offices shall make available to bidders the full text of all clauses incorporated by reference upon request.

3. The "SCHEDULE OF DEDUCTIONS", "ESTIMATING THE PRICE OF NONPERFORMED OR UNSATISFACTORY WORK", and "CONSEQUENCES OF CONTRACTOR'S FAILURE TO PERFORM REQUIRED SERVICES" clauses are NAVFAC, not FAR clauses, and shall not be altered without NAVFAC approval. All other non-FAR clauses and provisions in the UCFG should be used substantially as shown or deleted if not applicable to the solicitation. Extensive deliverable performance requirements should not be added to these clauses, but should be included in Section C.

4. Technical Specification

a. Section C, which describes the services to be provided, should be a performance specification to the maximum extent possible. That is, over defining the Contractor's responsibilities in terms of methods or procedures should be avoided in writing the technical specifications since we hope to purchase not only the Contractor's labor, but also his/her expertise in the services to be provided and management of those services. A performance oriented specification should minimize the use of words describing "how to", but should describe work outputs required as explicitly as possible while leaving the Contractor latitude to manage his/her own work force and choose his/her own methods for accomplishing the work.

b. On the other hand, the specification must provide enough information to clearly and precisely define the magnitude (number of services we want to buy) and quality of each of the services to be provided, as well as the scope or limit of each. This is accomplished in the GPWS by specifying, in addition to the desired outputs, schedules of accomplishment and/or specific time limitations in which all services must be completed; listing mandatory operating procedures or steps that the Contractor must follow for some services; and providing historical data on the magnitude of services provided under previous contracts or by in-house forces. Such information will only slightly restrict the Contractor's latitude in managing his/her workforce, but will help ensure all bidders clearly visualize the magnitude of effort which will be required to provide the clearly defined scope of work. Typically this will result in more accurate/realistic Contractor bids, make payment deductions for unsatisfactorily performed or non-performed work easier to calculate, and reduce the number of contract administration problems.

5. As you use this GPWS you will find in many instances there will be a "NOTE TO THE SPECIFICATION WRITER". These notes provide the user with additional information and/or advise the user to select the appropriate clause, insert additional information, or delete the clause in its entirety. There are also many areas within the text of the GPWS where notes indicate that additional information must be provided; e.g. start times, dates, quantities, etc. These notes will always be enclosed by the symbol "!". All that is required is to replace the note with the required information.

III. TAILORING THE GPWS. The NAVFAC GPWS for hazardous waste management services is not intended to fit the requirements of a specific activity, but rather, is to serve as a model to be tailored by activities in preparing their

specific PWS. The first step in tailoring a GPWS to a specific case is for the user to become intimately familiar with the GPWS and its User's Guide. The user must know what is, and is not, included in the GPWS and what was intended before any required modifications may be assessed. The PWS is the instrument that lays out the functional and technical requirements and ultimately becomes part of a contract. The User's Guide provides the user with information concerning the GPWS and provides instructions on tailoring. Users should not assume that the GPWS can be "plugged" into their application with little or no effort. A detailed analysis of the activity's requirements will be required.

A. Getting Started

1. The first step in tailoring this GPWS to a specific user activity must be to determine one of the following:

a. Are the requirements currently contracted, and will this be a continuation of the contracted services, or a consolidation of several contracts? If this is the case, the GPWS may be tailored to accomplish any desired scope of work and level of performance.

b. Are the requirements to be included in the PWS subject to a CA cost comparison study under OMB Circular A-76? If this is the case, it is mandatory that the scope of work and level of performance specified be equivalent to the level of effort that can be achieved by the Most Efficient Organization (MEO) if the function is retained in-house. Additional information on tailoring of the GPWS for a CA program study is included in paragraph IV of this User's Guide.

2. The next step should be a thorough review of Chapters 2 and 3 of NAVFAC MO-327. These two chapters outline how to perform a job analysis to determine the specific subfunctions to be contracted (including specific work requirements and standards of performance) and how to use the job analysis information and data collected to actually write the PWS. As the job analysis is being performed, the user should compare unique activity requirements with GPWS requirements to determine if any major changes are required, or if some of the questions being identified in the job analysis have already been answered in the GPWS. If major changes are required, the user will need to rewrite the affected GPWS section. A thorough job analysis will make the actual tailoring of the GPWS and rewriting of paragraphs relatively easy since all required data will be readily available and the subfunctions to be contracted will be well defined.

B. Contract Line Item Requirements. A combination firm fixed-price and indefinite quantity contract is used in this GPWS because it is by far the most common type of contract for hazardous waste management services. However, other contract types may be used based on extenuating circumstances. The user should solicit input from the contract specialist or the EFD Contract Department when deciding on the most appropriate contract type. All of the contract requirements in the PWS must be included in either the firm fixed-price or fixed unit price (indefinite quantity) contract line items in Section B. The contract line items shown in Section B of the GPWS are intended to encompass all of the services (contract requirements) to be provided in the technical specifications. Of course they must be tailored to account for contract requirements added or deleted by the user during the job analysis process, and the projected start date of contract performance.

1. Fixed-Price Requirements. Fixed-price contract line (bid) items are bid and payment is made for the total performance of a given contract requirement over a given period of time (usually one month). These contract requirements are either fixed in scope (time, location, frequency, quantity, etc. are known or can be accurately estimated) or adequate historical data is available to allow a reasonable estimate to be made. Because the scope of work is known, the Contractor agrees to perform a given function for a total price, and in essence there is one work order. The Contractor performs the work as scheduled and invoices are submitted for the services provided.

a. Firm fixed-price contract requirements in this GPWS include hazardous waste analysis, collection, storage, and spill and pickup response; disposal; empty hazardous waste container management; and completion of records and reports. Fixed-price contract requirements added by the user must either have clearly defined scopes, or additional historical data will have to be added to Attachment J-C2 of the contract so that Contractors may prepare biddable estimates of the quantity of work that will be required.

b. The firm fixed-price contract line items may be displayed in one of three different ways in Section B. The user should contact the contract specialist or EFD if in doubt about which procedure should be used.

(1) Section B of the GPWS illustrates the most common procedure, which is to simply require bidders to provide a single monthly price for the total performance of all the firm fixed-price contract requirements in the contract. In this case the contract must also contain a Schedule of Deductions in Section E, in which the successful bidder will break down the total bid price for each of the fixed-price requirements in the PWS. See paragraph III.D below for additional information on the Schedule of Deductions clause.

(2) A slightly different procedure would be to include a limited number of fixed-price subline items, each of which would be broken down by a Schedule of Deductions.

(3) A third procedure would be to eliminate the Schedule of Deductions from the contract and provide a detailed Schedule of Firm Fixed-Price Work. Such a schedule would be formatted similarly to the Schedule of Deductions, and bidders would provide separate unit prices for each of the fixed-price requirements in the PWS.

2. Indefinite Quantity Work Items. Indefinite quantity work items are performed on an "as ordered" basis, and a fixed unit price to perform one occurrence or a given quantity of each type of work is bid. Payment for this type of work is based on the unit price bid per unit times the number of units performed. Because each Government order for indefinite quantity work is paid for separately, each and every work order must be inspected and accepted as being satisfactorily completed before payment may be made. Bid prices for unit priced tasks include all labor, materials, and equipment for performing a given quantity of work, such as the identification, collection, packaging, storage, and disposal of one 55 gallon drum of unknown waste. The unit prices bid are multiplied by a maximum estimated quantity of units to be ordered during the contract term, but only for purposes of bid evaluation, since work will only be paid for as ordered and completed. Items added to the indefinite quantity unit priced portion of the PWS by the user must have clearly defined scopes per unit. For example, if the item "Waste Oil Disposal" is added, the user must specify the amount to be disposed of per line item of work.

3. Fixed-Price or Indefinite Quantity? The example indefinite quantity unit priced item shown in Section B of the GPWS could just as well be included in the firm fixed-price portion of the contract **IF** the frequency or quantity of services is known, **OR** if adequate historical data on the quantity of services is available. For example, if the number of instances of discovering unknown waste are fairly consistent from year to year, clause C.17 could be tailored to add historical data on the quantity of these services so that they could be performed under the fixed-price portion of the contract vice the indefinite quantity portion of the contract. Of course corresponding changes would also need to be made to the Schedule of Indefinite Quantity Work.

4. Period of Performance. Because contracts for hazardous waste management services are considered to be non-severable, they may be awarded to begin at any time during the fiscal year for a twelve month term, and funded with funds current in the fiscal year of award. Since other facilities support contracts must be funded on a fiscal year basis, activities should consider awarding contracts for hazardous waste management services during the fiscal year, which will help reduce the end of the fiscal year workload.

5. Other Clauses. Specific clauses included in Section B differ from NAVFAC EFD to EFD. The user must contact the activity's geographical EFD to identify the specific clauses, if any, which may be required.

C. Technical Specifications

1. The technical specifications, Section C, are the single most important part of a facilities support contract, but especially so for hazardous waste management services since the function is highly sensitive and critical from a health, pollution, and public opinion viewpoint. Within this section the user must describe, in detail, what services are desired and when they are to be performed. The user should work closely with the hazardous waste QAE and the EFD Code 18 during the tailoring process. Requirements provided in this GPWS are designed to meet the general hazardous waste management requirements of most activities. Section C has been written to facilitate the selection of various requirements that may be contracted out. This way it will be easy to delete requirements that may not be required, since few activities will probably use them all. When tailoring the GPWS these requirements may need to be modified to meet local conditions and to reflect modifications made to contract requirements during the job analysis process. Special or unique requirements may need to be added. A job analysis, as described in NAVFAC MO-327, should provide the data required to tailor this section.

2. Accurate and complete historical data is essential in the development of realistic Contractor bids. This information should be available in the records and reports that the activity is required to keep. If the user feels that there will be an increase in the amount of hazardous waste during the contract period, the "MAXIMUM QUANTITIES" clause can be added to Section I. This allows line item increases of up to 25% without a modification to the contract.

3. Another consideration is the activity's Hazardous Waste Management Plan (HWMP). The HWMP assigns responsibility and offers guidance on proper waste management procedures to ensure conformance with federal and state regulations. It also establishes waste management procedures applicable to all activity departments, and tenant commands at the activity. The HWMP is intended for use by all personnel at the activity who are involved in the generation and

management of hazardous wastes. Since the HWMP is not written for contract personnel, the user should make sure that the technical specifications are clear and unambiguous as to what is required in the HWMP. The HWMP should be included as an Attachment in Section J.

D. Alternate Solicitation Procedures. This GPWS was written with the assumption that normal sealed bidding procedures would be used as the method of solicitation, since this is the most common method used for hazardous waste management services. However, since hazardous waste is highly sensitive and critical from a health, pollution, and public opinion viewpoint, the user should discuss the possibility of using an alternate form of procurement with the activity's contract specialist or EFD Contracts Department. One such method which should be considered would be the use of negotiated solicitation procedures as discussed below.

1. A negotiated procurement typically requires interested Contractors (proposers) to demonstrate, through the submittal of separate written technical and price proposals, that they have the technical capability and experience to perform the work required; have a logical approach to managing and accomplishing the work; and have bid enough money to do all of the work and still make a fair profit. The last factor is very important, since many contract performance problems can be traced back to an insufficient bid amount.

2. In the case of hazardous waste management services, technical proposals could be as simple as a series of "essay" and fill in the blank type questions, each of which must be answered by proposers. Questions could be formatted similar to the following examples.

a. A question similar to the following should be asked to determine if each proposing firm has satisfactorily performed on other contracts, and has the overall corporate experience and resources required to adequately provide the services required. The PROPOSER'S EXPERIENCE FORM, a portion of which is shown in the example below, would be included in an Attachment in Section J.

PROPOSER'S OVERALL EXPERIENCE. By completing the PROPOSER'S EXPERIENCE FORM in Attachment J-L1, the proposer shall illustrate overall experience in providing hazardous waste management services in government or comparable civilian projects of the same or similar scope, size, and complexity contemplated by this proposed contract. The proposer shall identify contracts, dollar values, clients and locations, and clearly explain how this experience relates to the work requirements of this request for proposals. Experience of any proposed subcontractors must also be included.

PROPOSER'S EXPERIENCE FORM
(Excerpt from Attachment J-L1)

Customer (Firm)/Address:

Types of Wastes Managed:

Annual Dollar Value _____

Points of Contact:

Contracting Officer

Program (Technical) Manager

Name _____

Name _____

Title _____

Title _____

Phone _____

Phone _____

Remarks/Comments _____

b. A question similar to the following may be asked to ensure that each proposer fully understands the services required by the contract. The PROPOSED PROCEDURES FORM, an example of which is shown below, would be included in an Attachment in Section J.

PROPOSED PROCEDURES. The proposer shall clearly illustrate an understanding of the procedures and method(s) of accomplishment of each of the services required in the contract by completing the PROPOSED PROCEDURES FORM in Attachment J-L2. The rationale for all proposed procedures, methods, number of labor hours, and other proposed procedures must be provided for each listed service, including the following:

- . Analysis
- . Collection
- . Storage
- . Disposal

PROPOSED PROCEDURES FORM
(Excerpt from Attachment J-L2)

1. ANALYSIS

A. In the following chart, provide the estimated number of direct labor hours that have been priced in the price proposal for the accomplishment of analysis.

<u>TASK</u>	<u>ANNUAL DIRECT LABOR HOURS</u>
Waste Identification Tests	_____
Spill Response Waste Identification Tests	_____
Required Laboratory Test Records	_____

B. In the following chart provide the average estimated amount of time required to perform the following tasks.

<u>TASK</u>	<u>NUMBER OF MINUTES PER TASK</u>
Waste Identification Tests	_____
Spill Response Waste Identification Tests	_____
Required Laboratory Tests Records	_____

C. Briefly describe the procedures that will be used to schedule and accomplish these required tasks.

2. COLLECTION

A. Provide the estimated number of direct labor hours that have been priced in the price proposal for the accomplishment of all required collection.

<u>TASK</u>	<u>ANNUAL DIRECT LABOR HOURS</u>
Collection from Satellite Accumulation Areas	_____
Collection from Temporary Storage Areas	_____
Bulk Waste Collection	_____
Collection from Other Locations	_____
Labeling of Containers	_____

B. Briefly describe the procedures that will be used to schedule and accomplish these required tasks.

3. STORAGE

A. Provide the estimated number of direct labor hours that have been priced in the price proposal for the accomplishment of all storage.

<u>TASK</u>	<u>ANNUAL DIRECT LABOR HOURS</u>
Inspection, Segregation, and Packaging	_____
Operation and Inspection	_____

B. Briefly describe the procedures that will be used to schedule and accomplish these required tasks.

4. DISPOSAL

A. Provide the estimated number of direct labor hours that have been priced in the price proposal for the accomplishment of all disposal.

<u>TASK</u>	<u>ANNUAL DIRECT LABOR HOURS</u>
Hazardous Waste	_____
Waste Oil	_____
Sludge	_____

B. Briefly describe the procedures that will be used to schedule and accomplish these required tasks.

PROPOSED RESOURCES. The proposer shall clearly illustrate what resources will be dedicated to the accomplishment of the required services, including the following:

- . Identification, qualifications, and training of proposed personnel, including hazardous waste coordinators and supervisor(s).
- . Completion of an organization chart depicting the relationship between workers, supervision, quality control effort, and the corporation

3. Supplemental pricing information should be obtained with the price proposal in a format similar to that shown below. This example uses the same list of contract requirements found in the Schedule of Deductions (see User's Guide paragraph III.E), and includes a break out of direct labor hours. This allows for direct comparison with the direct labor hour information provided in the technical proposal, and simplifies the process of determining that the proposed direct labor cost for each contract requirement is adequate.

EXAMPLE SUPPLEMENTAL PRICING INFORMATION

<u>SERVICE</u>	<u>NUMBER OF DIRECT LABOR HOURS</u>	<u>DIRECT LABOR COST</u>	<u>DIRECT MATERIAL COST</u>	<u>TOTAL DIRECT COST</u>
Records and Reports	_____	\$ _____	\$ _____	\$ _____
Waste Analysis	_____	\$ _____	\$ _____	\$ _____
Waste Collection	_____	\$ _____	\$ _____	\$ _____
Disposal	_____	\$ _____	\$ _____	\$ _____
Container Management	_____	\$ _____	\$ _____	\$ _____
Spill Pickup and Response	_____	\$ _____	\$ _____	\$ _____
		Total Direct Cost	=	\$ _____
		Management Cost	=	\$ _____
		Vehicle & Equipment Cost	=	\$ _____
		All Other Overhead and Indirect Costs	=	\$ _____
		TOTAL COST	=	\$ _____

4. Again, the user should contact the contract specialist or EFD Contract Department for guidance and approval to use negotiated solicitation procedures. The contract specialist will also need to add additional technical and price proposal submittal requirements, and make other changes to the standard sealed bidding contract format. The EFD Code 18 should also be contacted for guidance on technical proposal requirements, and for possible assistance in the evaluation of technical proposals.

E. Schedule of Deductions. If used, the "SCHEDULE OF DEDUCTIONS" clause in Section E is one of the most important items that the specification writer must consider in tailoring this GPWS, since it directly affects the degree of difficulty required to make payment deductions for unsatisfactory performance and nonperformance of work. The schedule is used if a monthly price or limited number of subline items are included in Section B for performance of the firm fixed-price contract requirements, and should **NOT** be used if a detailed Schedule of Firm Fixed-Price Work is included in Section B. Refer to paragraph III.B.1.b for additional information on fixed-price contract line items.

1. The Schedule of Deductions requires the successful bidder to break down the firm fixed-price portion of the bid for each of the fixed-price contract requirements in the PWS. This information is used in conjunction with the "CONSEQUENCES OF CONTRACTOR'S FAILURE TO PERFORM REQUIRED SERVICES" and "ESTIMATING THE PRICE OF NONPERFORMED OR UNSATISFACTORY WORK" clauses (Section E), and the Performance Requirements Summary (PRS) table (Attachment J-E1), in making payment deductions for unsatisfactory performance and nonperformance of firm fixed-price contract requirements.

2. The completed schedule must be provided by the Contractor within 15 calendar days after award of the contract, and the Government retains the right to reject and/or unilaterally establish a schedule if the submitted schedule is unbalanced or materially deficient. The specification writer must consider changes made to the technical specifications and the length of the initial contract term when tailoring the sample schedules which follow. Corresponding changes must also be made to the PRS table in Attachment J-E1.

3. If the Annual Report will not be included in the Base Period, reformat Item 1 as follows:

<u>CONTRACT REQUIREMENTS</u>	<u>UNITS</u>	<u>NUMBER OF UNITS</u>	<u>UNIT PRICE</u>	<u>TOTAL PRICE</u>
1. Records and Reports (Paragraph C.8)	MONTH	12	\$ _____	\$ _____

SCHEDULE OF DEDUCTIONS FOR BASE YEAR

DO NOT SUBMIT SCHEDULE OF DEDUCTIONS WITH BID.

<u>CONTRACT REQUIREMENTS</u>	<u>UNITS</u>	<u>NUMBER OF UNITS</u>	<u>UNIT PRICE</u>	<u>TOTAL PRICE</u>
1. Records and Reports (Clause C.8)				
a. Annual Report	EACH	1	\$ _____	\$ _____
b. All Others	MONTH	12	\$ _____	\$ _____
2. Hazardous Waste Analysis (Clause C.9)	MONTH	12	\$ _____	\$ _____
3. Hazardous Waste Collection (Clause C.10)	MONTH	12	\$ _____	\$ _____

<u>CONTRACT REQUIREMENTS</u>	<u>UNITS</u>	<u>NUMBER OF UNITS</u>	<u>UNIT PRICE</u>	<u>TOTAL PRICE</u>
4. Hazardous Waste Storage (Clause C.11)	MONTH	12	\$_____	\$_____
5. Disposal (Clause C.12)2	MONTH	1	\$_____	\$_____
6. Empty Hazardous Waste Container Management (Clause C.13)	MONTH	12	\$_____	\$_____
7. Hazardous Waste Spill and Pickup Response (Clause C.14)	MONTH	12	\$_____	\$_____
			TOTAL =	\$_____
(Must equal amount bid for contract line item 0001)				

F. Performance Requirements Summary. As the GPWS is being tailored a PRS Table should be prepared. This table will be included in Section J of the PWS and will be used primarily by the ACO, in conjunction with the "CONSEQUENCES OF CONTRACTOR'S FAILURE TO PERFORM REQUIRED SERVICES", "ESTIMATING THE PRICE OF NONPERFORMED OR UNSATISFACTORY WORK", and "SCHEDULE OF DEDUCTIONS" clauses, in making payment deductions for unsatisfactory performance or nonperformance of contract requirements. Additionally, the table is also very useful in the preparation of QA plans (as discussed in the QA Guide to this GPWS) and the Schedule of Deductions, and to provide the FSCM, QAEs, and customers a convenient overview of services to be provided. A sample PRS Table, which reflects the contract requirements and work requirements of this GPWS, is provided in Attachment J-E1 of the GPWS. Suggested maximum allowable defect rates (MADR) and weights are also shown. The user should modify this table to reflect the tailored PWS's requirements and consideration of the various factors which influence the selection of MADRs and work requirement weights.

G. Reviewing the Tailored PWS. Conflicting and contradictory contract requirements, i.e., inconsistency within a facilities support contract, inherently lead to protests, claims, and difficulties in contract administration. As a result, the Government may pay more for required services; does not obtain the services which were intended; and/or spends a great deal more in contract administration effort than would normally be warranted. To avoid such problems, the user should carefully review the tailored GPWS to find and eliminate any inconsistencies which may have been created during the tailoring process.

1. One way to eliminate inconsistencies is through the use of a matrix type check, such as that shown in Table 1 below. Such a matrix can prove to be an effective check on the consistency of the contract requirements. By matching the function with the applicable clause(s), the user can easily review those clauses which apply to a particular function without having to continually scrutinize the entire specification.

2. Another, and probably easier way for activities which have word processing software, is to perform a search on a key word(s). For example, if we wanted to review all contract requirements for "disposal", the software can search the entire document for that key word, and stop every time it encounters it. In this way, the specification writer can quickly check for inconsistencies which may have been overlooked during previous reviews.

TABLE 1

SAMPLE MATRIX CHECK FOR HAZARDOUS WASTE
MANAGEMENT SERVICES CONTRACT

REFERENCE	CONTRACT REQUIREMENTS						
	RECORDS REPORTS	HW ANALYSIS	HW COLLECTION	HW STORAGE	DIPOSAL	EMPTY HW CONTAINER MANAGEMENT	HW SPILL AND PICKUP RESPONSE
C.8	X						
C.9		X					
C.10			X				
C.11				X			
C.12					X		
C.13						X	
C.14							X
J-C6	X						
J-C8		X					
J-C9			X				
J-E1	X	X	X	X	X	X	X

IV. COMMERCIAL ACTIVITIES (CA) PROGRAM CONSIDERATIONS. This section of the User's Guide discusses some of the special items which must be considered when using this GPWS to prepare a PWS as part of a CA program study. Although it is unlikely that hazardous waste management services would be subject to a single function CA program study, such services could be included as part of a larger multi-function CA program study. A number of provisions and changes would need to be considered by the user in this case.

A. Scope of Work. The user must remember that the scope of work and standards of performance specified in the PWS must be equivalent to the projected capabilities of the MEO.

B. Separately Priced Options to Extend. OMB Circular A-76 requires in-house and Contractor bids to be evaluated on at least a three year basis, unless contract funding limitations prevent the initial contract term from being a full 12 months in length. In this situation, separately priced options must be included to cover at least two full fiscal years after the initial term. This means that Section B must contain contract line items for a base period and at least two, one year, separately priced option periods. For example:

1. If the contract term is projected to begin on 1 October, Section B would include contract line items for the base year (12 months) of performance (items 0001 and 0002) and at least two, one year, separately option periods (items 0003 and 0004, and 0005 and 0006).

2. If the contract term is projected to begin on 1 April, Section B would include contract line items for the initial six month base period of performance through 30 September (items 0001 and 0002), and at least two one year, separately priced option periods (items 0003 and 0004, and 0005 and 0006).

3. In no case may the total contract term exceed 60 months.

V. PRE-AWARD CONSIDERATIONS. Prior to award it is essential that the activity consider the following aspects of the operation and administration of a hazardous waste management services contract. Additionally, Chapters 5 and 6 of NAVFAC MO-327 discuss a number of items which must be considered by the activity prior to the award of a contract, including a pre-award survey of the apparent low, responsive, responsible bidder, and a review of the submitted quality control program.

A. Quality Assurance Evaluator Training. It is vitally important to have an adequate number of qualified QAEs on board prior to the contract start date. In fact NAVFAC EFD contract offices will not allow contracts to be advertised until the activity provides assurance that such resources will be provided. NAVFAC P-68, *Contracting Manual*, details NAVFAC policy for minimum training requirements for personnel involved in NAVFAC contracts. The manual requires all individuals assigned to QAE duties to attend the QAE training course provided by each of the EFDs within six months of their assignment, or have equivalent training as determined by the ACO. If this training has not been received, the activity should take steps to have the QAE(s) attend the next available course and in the meantime should develop a local training program. EFD Code 10s/16s should be contacted for QAE training scheduling or assistance. The QAE should have a good working knowledge of inspection procedures and requirements, and be knowledgeable of regulatory requirements and required procedures for handling, storage, collection, and disposal of hazardous wastes. Prior to bid opening it is essential that the QAE become familiar with the hazardous waste management services specification.

B. Site Visits. The QAE or other Government representative should be prepared to conduct site visits with potential bidders after inviting bids. The purpose of these visits is to familiarize the Contractor with the location of contract requirements, not to provide additional information which should have been included in the PWS. QAEs must be briefed by the ACO or the Contract Specialist as to what can and cannot be said to potential bidders during site visits. Customers must also be briefed on precautions to be taken so as not to reveal sensitive information to potential bidders during these visits.

C. Government Furnished Property. Are Government furnished facilities, equipment, and materials, if any, ready for turnover? Has a property administrator been assigned as required by NAVFAC P-68, paragraph 45-303?

D. Quality Assurance Plans. Are adequate QA Plans prepared and ready for use?

END OF USER'S GUIDE

GUIDE PERFORMANCE WORK STATEMENT
FOR
HAZARDOUS WASTE MANAGEMENT SERVICES

PART I - THE SCHEDULE

SECTION B: SUPPLIES OR SERVICES AND PRICES/COSTS

!*****

NOTE TO SPECIFICATION WRITER: Some NAVFAC Engineering Field Divisions (EFDs) require additional clauses to be added to Section B. The user must contact the appropriate geographical EFD to identify additional clauses, if any, which may be required.

The numbering system for contract line items and subline items shall follow the method prescribed in Subpart 204.71 of the DOD FAR Supplement. In the following example contract line item 0001 is prepared as a single line item supported by a Schedule of Deductions. Alternate methods would be to include a limited number of subline items, each of which would be broken down by Schedules of Deductions; or to eliminate the Schedules of Deductions from the contract and prepare detailed Schedules of Firm Fixed-Price Work, with detailed contract line items similar to those in the Schedules of Deductions. See paragraph III.B.1.b of the User's Guide for additional information on contract line items.

*****!

<u>Item</u>	<u>Supplies/Services</u>	<u>Quantity</u>	<u>Unit</u>	<u>Unit Price</u>	<u>Amount</u>
0001	<u>FIRM FIXED-PRICE WORK</u> : Price for all work specified in the contract, except for work specifically identified as being included in the Indefinite Quantity portion of the contract.	12	MONTH	\$_____	\$_____

<u>Item</u>	<u>Supplies/Services</u>	<u>Estimated Quantity</u>	<u>Unit</u>	<u>Unit Price</u>	<u>Amount</u>
-------------	--------------------------	-------------------------------	-------------	-----------------------	---------------

!*****
NOTE TO SPECIFICATION WRITER: The indefinite quantity contract line items below are provided for **ILLUSTRATION ONLY**, and should not be considered a complete list. Add or delete items as required when tailoring the technical specifications. See paragraph III.B.3 of the User's Guide for additional information.
*****!

0002 INDEFINITE QUANTITY WORK: Price to perform the unit priced tasks listed in the Schedule of Indefinite Quantity Work below. The quantities listed are realistic estimates provided solely for the purpose of bid evaluation and for establishing penal sums of bonds (if required). The price for this bid item is the total of the subline items listed in the Schedule of Indefinite Quantity Work.

SCHEDULE OF INDEFINITE QUANTITY WORK

0002AA	Identification, collection, packaging, storage, and disposal of unknown waste (per paragraph C.17.b)	!INSERT!	EACH OCCURRENCE	\$_____	\$_____
0002!!	!ADD ADDITIONAL UNIT PRICED TASKS AS NEEDED!	!INSERT!	!INSERT!	\$_____	\$_____
TOTAL PRICE FOR CONTRACT LINE ITEM 0002 (0002AA - 0002!!)					\$_____
TOTAL CONTRACT PRICE (ITEMS 0001 and 0002)					\$_____

END OF SECTION B

PART I - THE SCHEDULE

SECTION C: DESCRIPTION/SPECIFICATIONS/WORK STATEMENT

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PART I - THE SCHEDULE

SECTION C: DESCRIPTION/SPECIFICATIONS/WORK STATEMENT

C.1 GENERAL INTENTION. The intention of this solicitation is to obtain hazardous waste management services at !INSERT NAME OF ACTIVITY! by means of a combination firm fixed-price and indefinite quantity contract.

C.2 GENERAL REQUIREMENTS. The Contractor shall furnish all labor, materials, equipment, transportation, facilities, utilities, supervision, and management, unless otherwise specified herein, required to provide hazardous waste management services in compliance with the activity Hazardous Waste Management Plan (Attachment J-C1) and all applicable federal, state, and local statutes and regulations for the collection and transportation of hazardous wastes; the operation of a hazardous waste storage facility (HWSF), and temporary storage areas (TSAs); spill response and cleanup services for all hazardous waste spills; and the preparation of all required environmental documentation, manifests, operating logs, records, and reports. The Contractor shall possess EPA or state identification numbers necessary for off site transportation and disposal.

!*****
NOTE TO SPECIFICATION WRITER: A "WORK EXCLUDED" clause in Section C is optional but should be used with extreme care in order to avoid giving bidders the impression that if the work is not specifically excluded, it is automatically included. A "WORK EXCLUDED" clause may be useful to clarify the scope of work if some hazardous waste management functions are already being performed by contract.
*****!

a. Work Excluded. Excluded from this function are: (1) municipal type trash and refuse, (2) radioactive waste, (3) infectious waste, and (4) ordnance (propellants, explosives, pyrotechnics).

b. Waste Handling and Disposal. The Contractor shall handle and dispose of a wide variety of hazardous wastes and chemicals. Most will be in liquid form, although there will also be some solid and semisolid wastes, and wastes that come from material that has become deteriorated or unsuitable for use. The anticipated types and estimated quantity of hazardous wastes are contained in Attachment J-C2.

!*****
NOTE TO SPECIFICATION WRITER: Unique functional terms should be added to the following list of definitions. Definitions not required should be deleted.
*****!

C.3 DEFINITIONS - TECHNICAL. As used throughout this contract, the following terms shall have the meaning set forth below. Additional definitions are in the "DEFINITIONS" clause in Section I.

a. Where "as shown", "as indicated", "as detailed", or words of similar import are used, it shall be understood that reference is made to this specification and the drawings accompanying this specification unless stated otherwise.

b. Where "as directed", "as required", "as permitted", "approval", "acceptance", or words of similar import are used, it shall be understood that direction, requirement, permission, approval, or acceptance of the ACO is intended unless stated otherwise.

c. Administrative Contracting Officer (ACO). The individual designated by the Contracting Officer to administer the contract. Throughout this contract, the term ACO will be used to refer to the individual designated to administer the contract or his/her designated representative. See the "DEFINITIONS" clause, Section I.

d. Contractor. The term Contractor as used herein refers to both the prime Contractor and any subcontractors. The prime Contractor shall ensure that his/her subcontractors comply with the provisions of this contract.

e. Contractor Representative. A foreman, superintendent, or manager assigned in accordance with the "CONTRACTOR EMPLOYEES" clause, Section H.

f. DOT. The Federal Department of Transportation.

g. DRMO (DLA). Defense Reutilization and Marketing Office (Defense Logistics Agency). Formerly Defense Property Disposal Office (DPDO).

h. EPA. The Federal Environmental Protection Agency.

i. Environmental Protection Specialist. An employee of the Contractor that has been trained in hazardous waste management and is familiar with 40 CFR 260-268 and DOT regulations as they relate to the proper classification, segregation, transportation, and disposal of waste generated by commercial and industrial processes.

j. Hazardous Material. Any item designated by the U. S. Secretary of Transportation as posing a potential threat while being transported. Hazardous materials are listed in 40 CFR 172 of the Code of Federal Regulations and incorporate hazardous substances and hazardous waste.

k. Hazardous Substances. A specific list of chemicals designated by EPA in 40 CFR 116-117 which pose a threat to the environment when discharged or spilled. Hazardous substances are regulated only when they are discharged above certain quantities (called reportable quantities).

l. Hazardous Waste (HW). A waste which is included in lists published by the EPA in 40 CFR 261 (or by state under authority from EPA); or a waste which is ignitable, corrosive, reactive, or exhibits toxicity.

m. Hazardous Waste Coordinator (HWC). An individual designated by each originator to act as liaison for waste management activities. This individual has been properly trained in hazardous waste management and is familiar with contract procedures, requirements, etc.

n. Originator. Each command, tenant, or department that produces a hazardous waste. The term generator has the same meaning as originator.

m. Quality Assurance (QA). A method used by the Government, to provide some measure of control over the quality of purchased goods and/or services received.

n. Quality Assurance Evaluator (QAE). The Government employee designated by the ACO to be responsible for the monitoring of Contractor performance.

o. Quality Control (QC). A method used by the Contractor to control the quality of goods and/or services produced.

p. Regular Working Hours. The Government's regular (normal) working hours are from !STARTING HOUR! to !ENDING HOUR!, Mondays through Fridays except (a) federal holidays and (b) other days specifically designated by the ACO.

q. Response Time. Response is defined as the time allowed the Contractor after initial notification of a work requirement to be physically on the premises at the work site with appropriate tools, equipment, and materials, ready to perform the work required. Response times are designated in the appropriate technical clauses in Section C.

r. Satellite Accumulation Area (SAA). An area where industrial process or laboratory hazardous wastes are initially accumulated prior to removal to a central area.

s. Temporary Storage Area. A facility where hazardous waste can be stored for less than 90 days.

!*****
NOTE TO SPECIFICATION WRITER: Government furnished property may include real property or personal property. The specification writer must clearly identify Government furnished facilities, Government furnished equipment, and Government furnished material. The following clauses should be modified as needed to fit the activity's specific situation and needs. Remember that if a CA program study is being conducted, decisions on whether or not to provide Government furnished facilities and equipment must be based on an economic analysis. Refer to OPNAVINST 4860.7B.
*****!

C.4 GOVERNMENT-FURNISHED PROPERTY AND SERVICES. In accordance with the "GOVERNMENT FURNISHED PROPERTY (FIXED-PRICE CONTRACTS)" clause in Section I, the Government will provide the Contractor the option of using certain Government owned !MODIFY AS REQUIRED! facilities, equipment, materials, and utilities for use only in connection with this contract. The use of Government furnished property and services for other purposes is prohibited. All such facilities, equipment, and materials will be provided in "as is" condition.

!SELECT EITHER a. OR a.(OPTIONAL)!

a. Government-Furnished Facilities. The Government will furnish or make available to the Contractor the facilities described in Attachment J-C3. The Contractor shall be responsible and accountable for such facilities accepted for use and shall take adequate precautions to prevent fire hazards, odors, and vermin. Janitorial services for Government furnished facilities shall be provided by the Contractor. The Contractor shall obtain written approval from the ACO prior to making any modifications or alterations to the facilities. Any such modifications or alterations approved by the Government will be made at the expense of the Contractor. At the completion of the contract all facilities shall be returned to the Government in the same condition as received, except for reasonable wear and tear. The Contractor shall be held responsible for the

cost of any repairs caused by negligence or abuse on his/her part, or on the part of his/her employees.

a.(OPTIONAL) Government-Furnished Facilities. The Government will not provide office space and operational facilities to the Contractor. The Contractor shall secure and maintain the necessary office space and other facilities required for the performance of this contract at his/her own expense.

!*****
NOTE TO SPECIFICATION WRITER: The specification writer must determine what equipment and material will be provided to the Contractor and select from the following paragraphs as appropriate. Equipment and material should normally not be provided to the Contractor unless economically justified under a CA program study. Extensive equipment and material listings should be placed in Attachments J-C4 and J-C5 respectively, including identification number, age, location, quantity, size or capacity, etc. Specific maintenance requirements beyond the general requirements of this clause should also be detailed in these Attachments. If items are located at other than Government furnished facilities, specify location and responsibility for transportation. If no equipment or material will be provided to the Contractor, the "OPTIONAL" clauses should be used.
*****!

!SELECT EITHER b. OR b.(OPTIONAL)!

b. Government-Furnished Equipment. The Government will provide the Contractor the use of existing and available Government owned tools and equipment in the performance of the contract. Such Government furnished tools and equipment are listed in Attachment J-C4.

(1) The Contractor shall provide periodic servicing, maintenance, and repair of the equipment accepted for use at no cost to the Government, and the total or partial breakdown or failure of the Government furnished equipment shall not relieve the Contractor of responsibility to fully perform the work of the contract. Upon completion or termination of the contract, all Government owned equipment shall be returned to the Government in the same condition as received, except for normal wear and tear. Equipment which becomes worn out due to normal wear and tear shall be returned to the Government and its replacement shall be the responsibility of the Contractor at no cost to the Government. Equipment so acquired shall remain the property of the Contractor. The Contractor shall be responsible for the cost of any repairs or replacement caused by negligence or abuse by the Contractor or his/her employees.

(2) The Contractor and the ACO shall conduct a joint inventory before commencing work under this contract to determine the exact number and serviceability of Government furnished equipment. The Contractor shall then certify the findings of this inventory, assume accounting responsibility, and subsequently report inventory discrepancies to the ACO. Government furnished equipment shall not be removed from the military base unless approved by the ACO in writing.

b.(OPTIONAL) Government-Furnished Equipment. The Contractor shall furnish all tools and equipment required for the performance of this contract. The Government will not provide tools or equipment to the Contractor.

!SELECT EITHER c. OR c.(OPTIONAL)!

c. Government-Furnished Material. The Government will furnish the material described in Attachment J-C5 to the Contractor on a one time basis. The Contractor and the ACO shall conduct a joint inventory before commencing work to determine the exact amount and serviceability of Government furnished materials. The Contractor shall then certify the findings of this inventory, assume accounting responsibility for all materials supplied, and shall provide documentation supporting issue/use of such material. Upon depletion of material provided to the Contractor by the Government, the Contractor shall furnish all material to perform the work of the contract, except as otherwise specified herein. Upon completion or termination of this contract a second joint inventory shall be conducted, if necessary, of all unused Government furnished materials. The Contractor shall be held liable for all materials which cannot be accounted for by issue/use documentation.

c.(OPTIONAL) Government-Furnished Material. The Government will not provide any materials to the Contractor.

d. Availability of Utilities. The Government will furnish the following utility services at existing outlets for use in those facilities provided by the Government, and as may be required for the work to be performed under the contract: electricity, steam, natural gas, fresh water, sewage service, and refuse collection (from existing collection points). Information concerning the location of existing outlets may be obtained from the ACO. The Contractor shall provide and maintain, at his/her expense, the necessary service lines from existing Government outlets to the site of work.

!SELECT EITHER (1) OR (1)(OPTIONAL)!

(1) Utilities specified above will be furnished at no cost to the Contractor.

(1)(OPTIONAL) The Contractor shall pay for utilities consumed and shall, at his/her expense, install meters as required by the ACO to measure consumption of utilities provided by the Government. Rates for reimbursement to the Government of metered utilities will be: !LIST THE RATES OF REIMBURSEMENT PER TYPE OF SERVICE PROVIDED!

(2) A restricted telephone line (USOC Class RS4) for on base calls will be provided by the Government at no cost to the Contractor. The Contractor shall install commercial telephone service, and all service and toll charges shall be paid for by the Contractor.

C.5 CONTRACTOR FURNISHED ITEMS. Except for the items listed in clause C.4, the Contractor shall provide all equipment, materials, and services to perform the requirements of this contract. All equipment, and material shall meet or exceed industry standards.

C.6 PENALTIES AND FINES. The Contractor shall satisfy all applicable regulatory agency requirements. In the event a regulatory agency assesses a monetary fine against the Government for violations caused by the Contractor, the Contractor shall reimburse the Government for the amount of the fine.

C.7 MANAGEMENT. The Contractor shall manage the total work effort associated with operations and all other services required herein to assure fully adequate and timely completion of these services. Included in this function are a full

range of management duties including, but not limited to, planning, scheduling, cost accounting, report preparation, establishing and maintaining records, and quality control. The Contractor shall provide an adequate staff of personnel with the necessary management expertise to assure the performance of the work in accordance with sound and efficient management practices.

a. Work Control. The Contractor shall implement all necessary work control procedures to ensure timely accomplishment of work requirements, as well as to permit tracking of work in progress. The Contractor shall plan and schedule work to assure material, labor, and equipment are available to complete work requirements within the specified time limits and in conformance with the quality standards established herein. Verbal scheduling and status reports shall be provided when requested by the ACO. The status of any item of work must be provided within !INSERT! hours of the request during normal working hours, and within !INSERT! hours after regular working hours.

b. Work Outside Regular Hours. Except as may otherwise be specified, all work shall be performed during regular hours. If the Contractor desires to carry on work on Saturday, Sunday, holidays, or outside regular business hours, he/she must submit application to the ACO for approval.

c. Work Schedule. The Contractor shall schedule and arrange work so as to cause the least interference with the normal occurrence of Government business and mission. In those cases where some interference may be essentially unavoidable, the Contractor shall be responsible to make every effort to minimize the impact of the interference, inconvenience, equipment downtime, interrupted service, customer discomfort, etc.

!*****
NOTE TO SPECIFICATION WRITER: Records, reports, and information which the Government periodically needs from the Contractor should be listed in Attachment J-C6. Report formats, required information, etc. should be discussed in detail below and/or in this attachment.
*****!

C.8 RECORDS AND REPORTS. The Contractor shall complete, maintain, and submit the records and reports specified in Attachment J-C6 and any additional reports which may be required by applicable federal and state statutes and regulations. All records and reports that are to be submitted shall be submitted with the monthly invoice unless specified otherwise. Records and reports from previous hazardous waste Contractors will be turned over to the Contractor for retention and maintenance. All records and reports shall be turned over to the ACO within five calendar days after contract completion.

a. Manifests. The Contractor shall initiate any manifest required by the EPA to track the movement of hazardous wastes.

b. Records Required by the EPA. The Contractor shall initiate and maintain all records required by the EPA when the Contractor serves as a transporter, storer, or treater for the Navy. This recordkeeping shall be performed in sufficient detail to meet the Navy's recordkeeping requirements specified by the Resource Conservation and Recovery Act (RCRA). These records include, copies of manifests; test results; waste analysis results; operating records for storage, treatment, and disposal facilities; and other required records.

c. Reports Required by the EPA. The Contractor shall complete all reports required by the EPA while performing services as a transporter, storer, treater, or disposer of hazardous waste. These reports include manifest discrepancy reports; exception reports; the annual reports; and reports of hazardous waste discharge, fire, or explosion. The annual report due within !INSERT! days after the end of !INSERT MONTH! shall be forwarded to the ACO for submission to the !APPROPRIATE STATE AGENCY!.

(1) Waste Information Documentation

(a) The Contractor shall provide regulatory interpretation to determine requirements for the proper classification, segregation, transportation, and disposal of all hazardous wastes. Attachment J-C2 lists the hazardous wastes that are to be managed. All hazardous wastes shall have a completed Waste Information Document (WID) (refer to example WID form in Attachment J-C7).

(b) Initial information will be provided by the waste generator (Government) on page one of the WID. A Material Safety Data Sheet (MSDS), when available, will be provided by the Government for use in preparation of the second page of the WID by the Contractor. Processing a WID shall include review of WID data provided; MSDS; EPA and DOT regulations; interviewing waste generators on site to verify waste identification and completion of the second page of the WID. After completion, the WID must be signed by the Environmental Protection Specialist. The completed WID shall be placed in the WID file. A completed WID file shall consist of a completed WID, MSDSs for all material involved, and other related notes and correspondence as necessary to determine the proper classification, segregation, transportation, and disposal of the waste stream. WID files shall be retained on file by the Contractor and made available for the ACO's review upon request.

(c) WIDs shall be logged in by waste generator serial numbers and dated in and logged out by WID number and date. The WID log shall be made available to the ACO upon request.

(d) Copies of completed WIDs shall be sent to the Public Works Department and !INSERT OTHER ACTIVITY ORGANIZATIONS AS REQUIRED!.

(e) Waste Analysis Documentation. Laboratory testing requirements for each waste stream, if required, shall be documented on the WID. This information will provide notification to the hazardous waste storage facility (HWSF) operator that the material must be analyzed prior to shipping off site for disposal.

(2) Waste Characterization Request (WCR) Documentation. Requests for analysis of unknown materials will be provided by the Government in a WCR (refer to example WCR form in Attachment J-C7). The Contractor shall review the document, inspect the container holding the unknown material, and interview the associated personnel to determine an analytical scheme to identify the material for proper disposal. The analytical scheme shall be forwarded to the ACO for approval, and when approval is given, the Contractor shall analyze the waste.

!*****
NOTE TO SPECIFICATION WRITER: Insert any other activity specific records or reports that may be necessary for turning material over to other Government

agencies for disposition.

*****!

d. Other Records and Reports. The Contractor shall complete a Disposal Turn-In Document, Form DD 1348-1, for any materials turned over to the DRMO. Forms and instructions will be furnished by DRMO.

C.9 HAZARDOUS WASTE ANALYSIS. Sampling and laboratory analytical services shall be provided by the Contractor as necessary to support operating and disposal requirements. Unless otherwise directed, all sampling and laboratory analyses shall be accomplished as described in the latest edition of Standard Methods for the Examination of Water and Wastewater, American Public Health Association, or in accordance with other regulatory agency ACO approved methods. The estimated quantity and types of analysis to be performed under this contract are listed in Attachment J-C8. The Government reserves the right to collect waste samples to perform tests and/or have the tests performed by another laboratory to verify the Contractor's performance.

a. Waste Identification Tests. Waste stream analysis shall be specified on the WID by the Contractor. The HWSF operator shall be responsible for reviewing WID files concerning waste analysis requirements. When material is received for which there is no required analysis on file, the material shall be sampled and analyzed per WID requirements. Testing for pH shall be done for each container of waste material received at the HWSF.

b. Spill Response Waste Identification Tests. The Contractor shall perform all field and laboratory tests required to identify constituents and components (hazardous and nonhazardous) of the spillage and prepare all required documentation in accordance with 40 CFR 261. On the average, there are !INSERT NUMBER! of spills requiring these tests each year.

<u>PARAMETER</u>	<u>MEASUREMENT FREQUENCY</u>	<u>SAMPLE TYPE</u>	<u>SAMPLING POINTS</u>
pH	As Received	Grab	Drum
Oil and Grease	As Required	Grab	Drum
TCLP toxicity test	As Required	Grab	Drum
Total Organic Carbon	As Required	Grab	Drum
Total Organic Halides (TOX)	As Required	Grab	Drum
Sulfides	As Required	Grab	Drum

c. Required Laboratory Test Records. The Contractor shall maintain records of all test results. A copy of all spill response analysis records shall be sent to the Fire Department.

C.10 HAZARDOUS WASTE COLLECTION. In order to track the movement of hazardous waste inside the activity, the Contractor shall not collect hazardous waste unless it is accompanied by a Waste Transfer Document, Waste Generation Summary Log, Chain of Custody Record (refer to examples in Attachment J-C7), and WID or WCR.

a. Collection From Satellite Accumulation Areas. Hazardous waste shall be picked up at SAAs within three days of request call from the HWC and taken to a temporary storage area (TSA), or the HWSF. The Contractor shall log all phone call requests to include date, time, name of requestor, and specific service requested. Logs shall be made available for inspection by the ACO. The HWC

will fill out the first page of the WID and turn it over to the Contractor along with other required documentation.

b. Collection From Temporary Storage Areas. Hazardous waste shall be picked up at TSAs before the 90 day limit expires and taken to the HWSFs. The Contractor shall log out the hazardous wastes with the time, date, and name of the employee making the pickup. The TSA log shall be made available for inspection by the ACO.

c. Bulk Waste Collection. Bulk waste shall be collected and transported from the bulk waste facilities listed in Attachment J-C9. The Contractor shall respond to all requests for emptying bulk collection tanks and transporting wastes within 48 hours of receipt of notice from the HWC. All phone call requests to include date, time, name of requestor, and specific service requested shall be logged by the Contractor. The Contractor shall provide equipment required for removal and transportation including portable tanks, tankers, pumps, hoses and fittings, tank placards, emergency communication devices, and personal protection to include breathing devices. Transport of and accountability for all portable waste tanks shall be the responsibility of the Contractor.

d. Collection From Other Locations. Hazardous wastes shall be picked up from ACO designated areas within !INSERT! hours after notification from the HWC. Wastes shall be taken to a TSA, or the HWSF. The Contractor shall log all requests to include date, time, name of requestor, and specific service requested. Logs shall be made available for inspection by the ACO. The HWC will fill out the first page of the WID and turn it over to the Contractor. There will be approximately !INSERT NUMBER! of these collections during the term of the contract.

e. Labeling of Containers. The HWC will mark and label each container according to the WID unless the waste cannot be identified. If this is the case, then the HWC will issue a WCR to the Contractor to analyze the waste and correctly label the container. Attachment J-C10 shows an example of the waste material label.

C.11 HAZARDOUS WASTE STORAGE. The Contractor shall operate the TSA(s) and the HWSF. The hazardous waste storage operations shall provide continuous, safe, and efficient handling and storage of hazardous waste. Operations shall comply with all applicable federal, state, and local regulatory standards.

a. Hazardous Waste Storage Records. The Contractor shall maintain records which identifies the container number, waste generated, the accumulation date, and the date the waste was transferred in and out of the storage areas. A weekly inspection log identifying all items to be inspected, the date and time of the inspection, the inspector, observations, and date and time of any corrective action taken as a result of the inspection shall also be maintained. The Contractor shall maintain copies of final disposal documents after waste disposal by the DRMO. These copies will be provided by the Government.

b. Inspection, Segregation, and Repackaging of Waste Received. The Contractor shall open and inspect all hazardous waste containers to verify the contents. Containers of mixed wastes shall be segregated and repackaged into proper containers. Repackaging also includes consolidation and minimization of the hazardous waste material by emptying small and partially full containers into large containers. All inspection, segregation, and repackaging must be

accomplished within 72 hours of receipt of the waste. The Contractor shall weigh and record on each WID the accurate weight of material received.

c. Operation and Inspection. The Contractor shall operate and inspect storage areas to include inspection of containers, equipment, and supplies, and the monitoring of daily operations and records.

(1) The Contractor shall physically inspect all containers daily (Monday through Friday) for signs of chemical action, pressure buildup, deterioration, leaks, etc. When required, the Contractor shall take immediate action to repackage hazardous waste or correct situations that may become hazardous or lead to a spill. The facility shall be inspected for signs of deterioration, structural failure, leakage or any problems which require attention according to the !INSERT STATE! permit that governs it. Protective clothing, materials, related safety equipment, and supplies required by applicable regulations shall be maintained at each storage facility.

(2) The Contractor shall maintain a minimum supply of !INSERT NUMBER! 55 gallon cylindrical steel overpack drums, DOT 37M; !INSERT NUMBER! inside polyethylene containers, DOT 2SL; !INSERT NUMBER! 55 gallon steel drums, DOT 17H; !INSERT NUMBER! 83 gallon steel overpack salvage drums (reference 49 CFR 173.3) at each storage facility, complete with all hazardous waste shipping labels and indelible markers, to be used to repackage and relabel leaking drums.

(3) The hazardous waste storage areas shall be maintained clean and orderly at all times, in compliance with applicable health and safety standards.

d. Notification of Hazards

(1) Contractor shall report to the ACO orally within one hour from the time the Contractor becomes aware of any condition which may endanger health or the environment, including, but not limited to:

(a) Release of any hazardous waste that may cause an endangerment to public drinking water supplies.

(b) Release or discharge of hazardous waste or a fire or explosion which could threaten human health or the environment outside the storage area.

(2) The oral report shall include the following:

(a) Date, time, location, and type of incident.

(b) Name and quantity of material involved.

(c) Extent of injuries, if any.

(d) An assessment of actual or potential hazards to the environment and human health outside the facility.

(e) Estimated quantity and disposition of recovered material that resulted from the incident.

(3) The Contractor shall submit to the ACO within five days written documentation of any reportable incident. The information in subparagraph (2) above shall be included in this document.

C.12 DISPOSAL

a. Hazardous Waste. Hazardous wastes are disposed of by DRMO via the following procedures. The Contractor shall assist DRMO with these procedures as required.

(1) The Contractor shall prepare DD Form 1348-1 documents to initiate the disposal process. Documents shall be prepared for each !INSERT NUMBER! container lot of waste to be picked up and submitted to the ACO within three working days of receipt at the storage facility. For lots of more than !INSERT SAME NUMBER! containers, the Contractor shall submit the documents within five working days.

(2) The ACO will obtain the required Government signatures and forwards the documents to DRMO.

(3) DRMO will inspect the wastes at the storage facility and assign a number to each container and make arrangements with its separate hazardous waste disposal Contractor for proper off base disposal of the wastes. If the packaging or documentation does not pass DRMO inspection, the Contractor shall obtain satisfactory documentation from the originator and repackage as required.

(4) The ACO will notify the Contractor when specific containers are to be picked for disposal.

(5) The HWSF operator shall verify that the proper containers are being picked up according to DRMO delivery order, and that all containers of wastes are correctly marked, labeled, and manifested. The Contractor shall load the containers from the storage facility, and turn them over to the disposal Contractor, and obtain proper receipts for the wastes turned over.

(6) No other disposal procedures and no salvaging of hazardous wastes shall be permitted without the approval of the ACO.

!*****!
NOTE TO SPECIFICATION WRITER: If the quantities of waste oil produced are constant, you may want to make this a scheduled service.
*****!

b. Waste Oil. The Contractor shall provide oil disposal services for all oil collection tanks and drums at the locations shown in Attachment J-C9. The Contractor shall complete oil removal within !INSERT! hours after verbal notification by the ACO or his/her designated representative. On the average collections are made !INSERT TIME FRAME!. Any spills at oil collection sites or during waste oil collection shall be immediately controlled and cleaned up by the Contractor in accordance with the "HAZARDOUS WASTE SPILL AND PICKUP RESPONSE" clause, Section C. Analysis of used oil shall be accomplished and include arsenic, cadmium, chromium, lead, flash point, and total halogens in accordance with 40 CFR 266.40. Waste oil shall be disposed of as hazardous waste if the analysis so indicates. The Contractor shall maintain records of all waste oil disposals. These records, as a minimum, shall contain a disposal log (date, type, and source of oil, and disposal location), receipts, manifests, information required by 40 CFR 261, 264, 266 and 271, and a copy of laboratory reports.

c. Sludge

(1) The Contractor shall collect sludge from the sources listed in Attachment J-C9 within !INSERT! hours after verbal notification by the ACO or his/her designated representative, and properly dispose of the same. The Contractor shall evaluate each sludge source during the month of October, or more often if obvious changes in characteristics occur, by taking representative samples and providing appropriate laboratory analyses. All sludge sources shall be analyzed for arsenic, cadmium, chromium, lead, flash point, total halogens in accordance with 40 CFR Part 266.40, and TCLP toxicity. Sludge shall be disposed of as hazardous waste if the analysis so indicates. Any spills at sludge collection sites or during sludge collection shall be immediately controlled and cleaned up by the Contractor in accordance with the "HAZARDOUS WASTE SPILL AND PICKUP RESPONSE" clause, Section C.

(2) The Contractor shall maintain records of all disposed sludge. These records, as a minimum, shall contain a disposal log (date shipped, waste type, quantity, and disposal Contractors name, address, and phone number); shipping papers or manifests for each shipment; land ban certifications as applicable; waste profile data sheets; laboratory analysis; and certification of disposal or treatment.

d. Disposal Site Approval. All waste disposal sites shall be approved by the ACO. The Contractor shall provide complete documentation to the ACO showing the disposal facility's ability and willingness to treat or dispose of each type of waste to be disposed of.

C.13 EMPTY HAZARDOUS WASTE CONTAINER MANAGEMENT

a. Empty Waste Container Minimization/Reuse. To minimize total waste volume of DRMO disposed containers and to decrease cost of container purchase, the Contractor shall repackage and consolidate all wastes from partially filled containers received from the originator. Aerosol containers shall be punched with drainings packaged for DRMO disposal. The resulting empty, reusable containers (excluding aerosol containers) shall be stored with original lid, bung, seals, rings, and bolts at TSA(s) or at the HWSF without cleaning or rinsing. Within !INSERT NUMBER! days of originator request, the Contractor shall transport the containers back to original user to contain succeeding loads of the wastes matching the original WID number. Reused containers shall possess original labels indicating WID number to prevent cross use and contamination. Reused containers shall be delivered with original lid, bung, seals, rings, and bolts. Cross mixing of container parts is not allowed. If the originator does not ask for the container within !INSERT NUMBER! days, the Contractor may reuse container after rinsing or turn over to DRMO in accordance with the procedures specified below. Damaged or otherwise unacceptable containers shall be disposed of by the Contractor through DRMO.

b. Disposal of Empty Waste Containers. If containers are not reusable, the Contractor shall collect those empty waste containers from originator's on base site and place them in storage until the containers are transferred to DRMO for off base disposal. The Contractor shall package empty waste containers that are going to be disposed of in sealed cardboard "tri-wall" containers or within a 55 or 83 gallon DOT container. Cardboard "tri-wall" containers shall measure approximately 48" X 42" X 36" and be sealed with a lid. No empty waste container shall be accepted by the Contractor from the originator unless they are segregated by hazard class (reference 46 CFR 172) and are free of water,

sludges, garbage, food scraps, hazardous or nonhazardous wastes or liquids. The Contractor shall store, at an ACO designated area, empty waste containers in accordance with 40 CFR 261.7. Empty waste containers shall be transferred by the Contractor to the DRMO Contractor every !INSERT NUMBER! weeks.

C.14 HAZARDOUS WASTE SPILL AND PICKUP RESPONSE. The Contractor shall provide spill response services including control and clean up of oil, hazardous and nonhazardous substance spills, and pickup of up to !FIVE! abandoned unknown wastes containers throughout the activity. Included are all land areas, wharves, piers, drainage ditches, streams, ponds, and lakes within the activity boundaries. The services shall be performed by the on scene operation team (OSOT), composed of Contractor employees, in accordance with the Hazardous Waste Management Plan and !INSERT APPLICABLE ACTIVITY INSTRUCTION!.

a. Spill Response Procedures

(1) Initial response shall be within !INSERT! minutes of notification. Contractor will be notified by a HWC.

(2) Upon receiving a report of a spill, the Contractor shall immediately notify the Activity Command Duty Office !INSERT PHONE NUMBER! of location and time of spill.

(3) The spilled substance shall be immediately identified and controlled or confined in a safe manner. Patches, plugs, and absorbents shall be used as appropriate to prevent migration of the waste. Neutralizers shall be used as appropriate. The spill shall be completely removed from the environment or neutralized in accordance with EPA standards. Recovered spill material, contaminated adjacent materials, and cleanup materials shall be packaged in appropriate hazardous waste containers and transferred to the HWSF for ultimate disposal. All containers shall be immediately labeled and marked in accordance with 40 CFR 261.

(4) In the event of a petroleum related spill, place petroleum contaminated soil in a portable containment system made of heavy duty rubberized fabric lined with reinforced synthetic elastomer with inflatable berms suitable for containing a broad range of hazardous chemicals. Follow manufacturer's recommendations. Also cover contaminated soil from the weather until testing and ultimate disposal as directed by the ACO.

(5) Upon completion of cleanup of all spills, the Contractor shall certify the site cleaned to meet EPA standards and submit applicable report and information as specified in the "HAZARDOUS WASTE ANALYSIS" clause, Section C.

b. Equipment and Supplies. All equipment and supplies required for spill response and cleanup, shall be provided by the Contractor. All outdated or defective equipment shall be disposed of in accordance with !INSERT APPLICABLE ACTIVITY INSTRUCTION!. The Contractor shall ensure all required items are present, well organized in designated locations, and operative at all times to facilitate timely and effective spill response services. The Contractor shall designate and equip one van or truck as a spill response vehicle. The designated spill response vehicle shall be outfitted with spill response equipment and supplies in accordance with Naval Energy and Environmental Supply Activity instruction 15-006. Upon request this instruction will be provided by the ACO.

c. Spill Response Services Report. At a minimum, this report shall contain the date, time, location, name and quantity of materials involved, the cause of the incident, extent of injuries (if any), assessment of the impact on the environment, steps taken in the removal or neutralization of the spill, and the amount of the material that was packaged up for disposal.

C.15 INDEFINITE QUANTITY WORK ITEMS

a. Ordering of Work. All indefinite quantity work items shall be ordered using DD Form 1155, as specified in the "ORDERING OF WORK" clause, Section G. Details of the work required will accompany the DD Form 1155, giving exact location and type work to be accomplished.

b. Identification, Collection, Packaging, Storage, and Disposal of Unknown Waste. The Contractor shall perform all tests necessary to identify unknown wastes when notified by the ACO. Response shall be within !INSERT NUMBER! hours after notification. Results of the tests shall be provided to the ACO within !INSERT NUMBER! days. Once identification has been made, the Contractor shall package, transport to storage, and coordinate disposal of the waste with DRMO by the previously specified procedures in Section C above. There were !INSERT NUMBER! of performances of this task between !INSERT YEAR! and !INSERT YEAR!. An incident will range in size from a 16 once container to a 55 gallon drum.

END OF SECTION C

PART III - LIST OF DOCUMENTS, EXHIBITS, AND OTHER ATTACHMENTS

SECTION J: LIST OF ATTACHMENTS

!*****
NOTE TO SPECIFICATION WRITER: The numbering system used below is designed so that the number of the Attachment refers back to the Section that it supports. Attachment J-C1 supports Section C and is the first Attachment referenced in that Section. The user should include those Attachments marked "**", as required.
*****!

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J-C3	Government-Furnished Facilities
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J-C5	Government-Furnished Material
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ATTACHMENT J-1

DEPARTMENT OF LABOR WAGE DETERMINATION

!*****
NOTE TO SPECIFICATION WRITER: Choose one of the following.
*****!

Attached is Wage Determination !INSERT NUMBER!. This determination specifies the minimum wages and fringe benefits to be paid under this contract.

OR

A wage determination has been requested from the Department of Labor and will be incorporated by amendment upon receipt.

ATTACHMENT J-C1

ACTIVITY HAZARDOUS WASTE MANAGEMENT PLAN

!*****
NOTE TO SPECIFICATION WRITER: Insert the activity Hazardous Waste Management Plan (HWMP) as Attachment J-C1. See the "Technical Specifications" paragraph in the User's Guide for further information on the HWMP.
*****!

The activity's Hazardous Waste Management Plan (HWMP) assigns responsibility and offers guidance on proper waste management procedures to ensure conformance with the EPA and the state of !INSERT! hazardous waste regulations. It also establishes waste management procedures applicable to all activity departments, tenant commands, and private Contractors working at !INSERT NAME OF ACTIVITY!. The HWMP is intended for use by all personnel at !INSERT NAME OF ACTIVITY! who are involved in the generation and management of hazardous wastes. The Contractor shall use the HWMP as a guide in performing hazardous waste management services.

ATTACHMENT J-C2

ESTIMATED ANNUAL INVENTORY OF HAZARDOUS WASTES

!*****
 NOTE TO SPECIFICATION WRITER: List the estimated annual quantities and types of hazardous wastes that the Contractor will be required to manage.
 *****!

Listed below are historical projected quantities (in pounds) of the types and quantities of hazardous wastes that require management at !INSERT NAME OF ACTIVITY!. Types and quantities of wastes are not expected to change appreciably during the term of the contract.

<u>WASTE</u>	<u>QUANTITY</u>
NON-HALOGENATED	
Oil (Synthetic and Petroleum)	62,500
Paint Solvents	100,000
HALOGENATED SOLVENTS	
Dichlorobenzene	100,000
MISCELLANEOUS INDUSTRIAL SOLID WASTE	
Paint Stripper Flakes	125,000
Paint Flakes (Solid)	75,000
ACID WASTE	
Sulfuric Acid	30,000
Sodium Dichromate	20,000
CAUSTIC WASTE	
Sodium Hydroxide	50,000
Alkaline Cleaner	100,000
INORGANIC LIQUID WASTES	
Cleaning Compounds	4,640
ASBESTOS	
Friable	16,355
Non-friable	40,000
SOLID WASTE	
Industrial Drying Bed Sludge	400,000
Domestic Drying Bed Sludge	400,000
Paint Sludge	5,700
FUELS	
Kerosene	1,000
Mixed Jet Fuels	500
MERCURY WASTES	
Batteries	1,000
Instruments	1,000

ATTACHMENT J-C3

GOVERNMENT-FURNISHED FACILITIES

!*****
NOTE TO SPECIFICATION WRITER: List all facilities that are to be provided to the Contractor. Provide descriptive characteristics and provide simple drawings of each facility showing Contractor areas, areas retained for use by the Government, etc.
*****!

The following facilities will be made available for use by the Contractor, as specified in the "GOVERNMENT-FURNISHED PROPERTY AND SERVICES" clause, Section C.

<u>BUILDING NUMBER/LOCATION</u>	<u>SQUARE FEET</u>	<u>DESCRIPTION</u>
43/Love Canal	980	Office, storage area, and rest room

ATTACHMENT J-C4

GOVERNMENT-FURNISHED EQUIPMENT

!*****

NOTE TO SPECIFICATION WRITER: List all equipment that will be provided to the Contractor. Provide descriptive characteristics including quantity, manufacturer, model type, age, etc.

*****!

The following items of equipment will be made available for use by the Contractor, as specified in the "GOVERNMENT-FURNISHED PROPERTY AND SERVICES" clause, Section C.

<u>ITEM</u>	<u>QUANTITY</u>	<u>MODEL NUMBER</u>	<u>BRAND NAME</u>	<u>AGE</u>
Hand Truck	2	JH-4	Acme	5 yrs
Breathing Apparatus	4	25UB	Fox	2 yrs
Laboratory Cart	1	TRV-9	Reed	3 yrs
pH Meter	1	13-E	Fisher	9 yrs

!ETC!

ATTACHMENT J-C5

GOVERNMENT-FURNISHED MATERIAL

!*****
NOTE TO SPECIFICATION WRITER: List all materials that are to be provided to the Contractor. Provide descriptive characteristics including generic name, federal or commercial specifications (if applicable), and quantities of issue. Indicate how it is to be provided to the Contractor, i.e., does he/she pick it up (where and when) or will the Government deliver it?
*****!

The following material will be made available for use by the Contractor, as specified in the "GOVERNMENT-FURNISHED PROPERTY AND SERVICES" clause, Section C.

<u>DESCRIPTION</u>	<u>APPROXIMATE QUANTITY</u>
55-gallon drum, DOT 17H (new)	27

ATTACHMENT J-C6

LIST OF REQUIRED RECORDS AND REPORTS

!*****
 NOTE TO SPECIFICATION WRITER: The format, frequency, and specific data to be recorded and reported by the Contractor should be tailored by the user in order to obtain the information considered pertinent to enable the activity to periodically monitor the Contractor's operations, and to enable the activity to complete and prepare required reports. Keep in mind that numerous reports and high frequency requirements cost more money. Reports should be minimized and formats designed to consolidate and provide the necessary information with minimal effort. Attach example forms, report formats, etc., so that the Contractor can get an accurate picture of the effort required in preparation.
 *****!

The Contractor shall submit the following records and reports in accordance with the following requirements and applicable references.

RECORDS

<u>SPECIFICATION REFERENCE</u>	<u>RECORD TITLE</u>	<u>WHEN SUBMITTED</u>	<u>SAMPLE ATTACHED</u>
a. C.8.a	Waste Manifests	With monthly invoice	No
b. C.8.b	Written Operating Records	With monthly invoice	Yes
c. C.8.b	Waste Analysis	With monthly invoice	No
d. C.8.b	Test Result Records	With monthly invoice	Yes
e. C.11.a	Hazardous Waste Storage	With monthly invoice	No
f. C.12.b	Waste Oil Records	With monthly invoice	Yes
g. C.12.c	Sludge Records	With monthly invoice	No
h. C.8.d	Disposal Turn-In Document, Form DD 1348-1	With monthly invoice	No
i. C.10	Chain of Custody Record	With monthly invoice	Yes

REPORTS

<u>SPECIFICATION REFERENCE</u>	<u>RECORD TITLE</u>	<u>WHEN SUBMITTED</u>	<u>SAMPLE ATTACHED</u>
a. C.11.d	Spill Response Services	With monthly invoice	Yes
b. C.8.c	Annual Report	Within !INSERT! days after the end of !INSERT MONTH!	Yes
c. C.8.c	Exception Report	With monthly invoice	Yes
d. C.8.c	Manifest Discrepancy	With monthly invoice	No
e. C.8.c	Hazardous Waste Discharge Report	Within !INSERT! days of incident	Yes
f. C.8.c	Fire or Explosion Report	Within !INSERT! days of incident	No

ATTACHMENT J-C7

EXAMPLE FORMS

!*****
NOTE TO SPECIFICATION WRITER: Include a copy of the applicable forms, such as
those listed below, in this Attachment.
*****!

<u>FORM TITLE</u>	<u>SPECIFICATION REFERENCE</u>
Waste Information Document (WID)	C.8.c.(1)
Material Safety Data Sheet (MSDS)	C.8.c.(1)
Waste Characterization Request (WCR)	C.8.c.(2)
Waste Generation Summary Log (WGSL)	C.10
Waste Transfer Document (WTD)	C.10
Chain of Custody Record	C.10

ATTACHMENT J-C8

ESTIMATED QUANTITIES AND TYPES OF ANALYSIS

Listed below is an annual estimate of the types and quantities of hazardous waste analysis required of the Contractor, as specified in the "HAZARDOUS WASTE ANALYSIS" clause, Section C.

<u>TYPE OF ANALYSIS</u>	<u>ESTIMATED ANNUAL QUANTITY</u>	
A. Flash Point	50	
B. Reactivity (Cyanide/Sulfide)	30	
C. Specific Gravity	10	
D. pH	715	
E. Water (Karl Fisher)	20	
F. Total Organic Halogens	30	
G. Corrosion Rate of Steel	5	
H. PCB	2	
I. Toxicity Characteristic Tests		
1. TCLP Extraction	150	
2. Qualitative screening to be run on original or extracted sample.		
8240 Method	100	
8250 Method	25	
8270 Method	10	
8150 Method	3	
8080 Method	2	
3. Quantitative screening to be run on extracted material for these parameters identified during qualitative screening.		
8240 Method	75	
8250 Method	10	
8270 Method	5	
8150 Method	1	
8080 Method	1	
4. Metals Analysis	100	
Arsenic	Lead	Nickel
Barium	Mercury	Zinc
Cadmium	Selenium	Copper
Chromium	Silver	
J. Waste Oil Analysis	60	
Arsenic	Chromium	Flash Point
Cadmium	Lead	Total Organic Halogens

ATTACHMENT J-C9

OIL TANK, SLUDGE, AND BULK WASTE LOCATIONS

Listed below is an annual estimate of the types and quantities of hazardous waste to be disposed of as specified in Section C.

<u>BUILDING</u>	<u>TYPE OF WASTE</u>	<u>AMOUNT</u>
10	Oil	500 gal
69	Oil	250 gal
123	Sludge	950 lb
275	Sludge	400 lb
381	Bulk Waste	750 gal
412	Bulk Waste	1200 gal

ATTACHMENT J-C10

EXAMPLE WASTE MATERIAL LABEL

WASTE MATERIAL											
DESCRIPTION _____											

DRUM ID NUMBER						ACCUMULATION DATE					
UIC		NUMBER				MONTH		DAY		YEAR	
WASTE INFORMATION DOCUMENT NUMBER										QUANTITY (LBS)	
		-					-				
WORK SITE COORDINATOR _____											

HAZARDOUS WASTE
FEDERAL LAW PROHIBITS IMPROPER DISPOSAL
EPA WASTE NUMBER _____

ATTACHMENT J-E1

PERFORMANCE REQUIREMENTS SUMMARY TABLE

!*****
NOTE TO SPECIFICATION WRITER: A PRS table is included in this attachment as required by the NAVFAC P-68, *Contracting Manual*. See paragraph III.E of the User's Guide for additional information.
*****!

The purpose of this attachment is to:

- a. List the contract requirements and work requirements considered most critical to satisfactory contract performance (See PRS Column 1).
- b. Summarize the standards of performance in the specification for each specified work requirement (See PRS Column 2).
- c. Provide maximum allowable defect rates (MADR) for each work requirement (See PRS Column 3). The MADR is the defect rate in a population of services above which the Contractor's quality control is considered unsatisfactory. The MADR does not represent a threshold above which payment deductions are taken. Deductions are taken for all defects (with credit for rework to the extent appropriate) irrespective of whether the MADR was exceeded or not.
- d. Specify the percentage (weight) of contract requirement attributable to each listed work requirement (See PRS Column 4).

!*****
NOTE TO SPECIFICATION WRITER: The percentages in the WEIGHT column are used in conjunction with the Schedule of Deductions to calculate payment deductions for partially performed work. Example payment deduction calculations are shown in each of the sample quality assurance plans in the Quality Assurance Guide of this GPWS. The user should verify that the percentages shown are representative of the activity's requirements, and modify as required. The MADRs shown are suggested rates only.
*****!

PERFORMANCE REQUIREMENTS SUMMARY TABLE

WORK REQUIREMENTS (Column 1)	STANDARDS OF PERFORMANCE (Column 2)	MAX ALLOW DEFECT RATE (Column 3)	WEIGHT (Column 4)
1. CONTRACT REQUIREMENT: RECORDS AND REPORTS			
A. Timely Submission	Submitted within established time frames (Attachment J-C6)	5%	20% Item 1, Schedule of Deductions
B. Quality Work	Contains all required input, accurate, and complete (Clause C.8)	3%	80% Item 1, Schedule of Deductions
2. CONTRACT REQUIREMENT: HAZARDOUS WASTE ANALYSIS			
Quality Work	All required tests performed in accordance with specified standards, accurate results, etc. (Clause C.9)	3%	100% Item 2, Schedule of Deductions
3. CONTRACT REQUIREMENT: HAZARDOUS WASTE COLLECTION			
A. Timely Collection	Collection within specified time limits (Clause C.10)	3%	60% Item 3, Schedule of Deductions
B. Waste Collected	Hazardous waste collected (Clause C.10)	3%	25% Item 3, Schedule of Deductions
C. Proper Procedures	Logs properly filled out, containers properly labeled, etc. (Clause C.10)	3%	15% Item 3, Schedule of Deductions
4. CONTRACT REQUIREMENT: HAZARDOUS WASTE STORAGE			
A. Records	Records maintained accurate and complete (Paragraph C.11.a)	3%	15% Item 4, Schedule of Deductions
B. Timely Operation	Inspection, segregation, and repackaging accomplished within 72 hours (Paragraph C.11.b)	3%	25% Item 4, Schedule of Deductions
C. Quality Operation	Containers, equipment, and supplies are properly maintained (Paragraph C.11.c)	3%	60% Item 4, Schedule of Deductions

WORK REQUIREMENTS (Column 1)	STANDARDS OF PERFORMANCE (Column 2)	MAX ALLOW DEFECT RATE (Column 3)	WEIGHT (Column 4)
5. CONTRACT REQUIREMENT: DISPOSAL			
A. Timeliness	Within time limits specified (Clause C.12)	3%	15% Item 5, Schedule of Deductions
B. Collection	Waste collected (Clause C.12)	3%	65% Item 5, Schedule of Deductions
C. Proper Procedures	Records maintained and area clean (Clause C.12)	3%	20% Item 5, Schedule of Deductions
6. CONTRACT REQUIREMENT: EMPTY HAZARDOUS WASTE CONTAINER MANAGEMENT			
A. Empty Waste Container Minimization/ Reuse	Quality standards (Paragraph C.13.a)	3%	65% Item 6, Schedule of Deductions
B. Disposal of Empty Waste Containers	Quality standards (Paragraph C.13.b)	3%	35% Item 6, Schedule of Deductions
7. CONTRACT REQUIREMENT: HAZARDOUS WASTE SPILL AND PICKUP RESPONSE			
A. Timely Response	Initial response within !INSERT! minutes (Paragraph C.14.a)	3%	30% Item 7, Schedule of Deductions
B. Quality Work	Quality standards (Clause C.14)	3%	60% Item 7, Schedule of Deductions
8. CONTRACT REQUIREMENT: INDEFINITE QUANTITY WORK			
A. Timely Response	Response within !INSERT NUMBER! hours (Paragraph C.15.b)	3%	10% Contract Line Item 0002AA
C. Quality Work	Quality standards, Section C	3%	90% Contract Line Item 0002AA

END OF SECTION J

QUALITY ASSURANCE GUIDE
GUIDE PERFORMANCE WORK STATEMENT FOR
HAZARDOUS WASTE MANAGEMENT SERVICES

QUALITY ASSURANCE GUIDE
HAZARDOUS WASTE MANAGEMENT SERVICES

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QUALITY ASSURANCE GUIDE
HAZARDOUS WASTE MANAGEMENT SERVICES

I. INTRODUCTION. Quality assurance (QA) is a program undertaken by the Government to provide some measure of the quality of goods and services purchased from a Contractor. To accomplish this the Government, in this case the naval shore activity contracting for hazardous waste management services, must develop and implement a system that will ensure that the quantity and quality of the goods and services received comply with the requirements of the contract. This QA Guide is designed to assist the Facilities Support Contract Manager (FSCM) or other user in setting up the activity's QA program. The user is advised to refer to the NAVFAC manual MO-327, *Facility Support Contract Quality Management Manual* and the NAVFAC *Random Sampling for Extrapolated Deductions (RSED V3.2)* implementation guide for more detailed information on the development and implementation of a QA Program.

A. Overview. This Guide suggests specific methods for monitoring hazardous waste management services and provides sample QA Plans. These sample plans must be tailored concurrently with the tailoring of the GPWS to develop a unique QA program that fits the needs of the activity. The Guide is divided into four parts:

1. The *INTRODUCTION* presents an overview and gives information on Quality Assurance Evaluator (QAE) staffing and training.

2. *QA PLAN DEVELOPMENT* discusses special considerations that affect the way in which hazardous waste management services may be monitored and suggests specific evaluation methods for each service included in this GPWS.

3. The *SAMPLE QA PLANS* include numerical examples, suggested evaluation work sheets, and sample Monthly Payment Deduction Forms for most services included in this GPWS. The Payment Deduction Forms illustrate how to use the Performance Requirements Summary (PRS) Table and inspection results to calculate payment deductions. The sample plans provided must be tailored by the user to conform with the tailored PWS.

4. *CONTRACTOR'S OVERALL PERFORMANCE* discusses how to use the QAE's inspection results to make an overall evaluation of Contractor performance, and provides a sample monthly summary report format.

B. QAE Training. Personnel tasked with monitoring the hazardous waste management Contractor's performance must be experienced in the management of hazardous waste and adequately trained in QA methods and procedures in order to effectively implement the activity's QA program.

1. NAVFAC P-68, *Contracting Manual*, requires all individuals assigned QAE duties to attend the QAE training course provided by each of the NAVFAC geographical Engineering Field Divisions (EFDs) within six months of their assignment, or have equivalent training as determined by the ACO. If this training has not been received, the activity should take steps to have the QAE(s) attend the next available course and in the meantime should develop a local training program. EFD Code 10s/16s should be contacted for QAE training scheduling or assistance.

2. In addition to being intimately familiar with the requirements of the hazardous waste management services specification, QAEs must also

familiarize themselves with the procedures which will be used to order work, how the QAE will be notified when work has been completed and is ready for inspection, etc.

C. QAE Staffing. Obviously the most well developed QA program will not be effective if QAE staffing is inadequate. Ideally QAE staffing should be based on a pre-determined number of contract inspections (QA plans) and related work requirements rather than on the availability of QAEs. Once adequate QA plans have been developed, determining accurate QAE staffing levels to implement the plans is a relatively simple task involving an analysis of each plan's requirements. This analysis involves determining the average time needed to complete each of the inspections required (sample size or quantity of work) by each plan including travel time requirements, time required to prepare monthly reports and perform other administrative duties, time to perform any nonsurveillance duties, etc. The NAVFAC EFDs have experience in conducting these staffing analyses and should be contacted if assistance is needed.

II. QUALITY ASSURANCE PLAN DEVELOPMENT. Ideally, QA plan development should be accomplished concurrently with development of the PWS, and viewed as a single process. The two are closely interrelated since one (the PWS) defines required work outputs and quality standards while the other defines how work outputs will be observed and measured. Many of the inspection problems which tend to turn up after contract award can be avoided by careful up-front coordination between the specification and QA plan writers. Chapters 4 and 6 of NAVFAC MO-327 discuss methods of surveillance, inspection documentation, development of QAE schedules, and other issues related to the development of QA plans. The following discussion provides information relating specifically to surveillance of housing maintenance services.

A. Functional Considerations. By their very nature, wastes covered by this GPWS can easily kill humans or contaminate large portions of an activity, necessitating expensive cleanup. Federal and state governments have established strict regulatory programs, and local citizens and the local press are anxious to see that the Navy is acting in a responsible manner. Navy employees, both civilian and military, are growing more concerned about health impacts of working with industrial chemicals. Some chemicals, once thought to be safe, have been found to cause problems in certain uses. Obviously, QA must ensure strict adherence to the specification and the Federal and State statutes and regulations. If the Contractor does not fully comply with the various Federal and State regulations, both the Contractor and the Navy may be in legal jeopardy.

B. Selection of Methods of Surveillance. Chapter 4 of NAVFAC MO-327 provides a general discussion of the five methods of surveillance available and the factors which influence which method(s) should be selected for use. The factors influencing the selection of a method of surveillance for a given service include the number (population) of items to be inspected; the importance, characteristics, and location of the service; and the availability of QAE resources. Specific factors which influence the selection of evaluation methods for hazardous management services are discussed below for each method of surveillance.

1. One Hundred Percent Inspection. One hundred percent inspection is generally used for those services which are considered very important, those which have relatively small monthly populations, and those included in the indefinite quantity portion of the contract. Since populations at the average

activity will usually be small, and some of these services are considered very important, 100% inspection is recommended for:

- Records and Reports
- Hazardous Waste Analysis
- Hazardous Waste Collection
- Disposal
- Hazardous Waste Spill and Pickup Response
- Indefinite Quantity Work

2. Random Sampling. Surveillance based on random sampling evaluates a portion of the work, accurately estimating Contractor performance through the use of statistical theory. Random sampling is most useful on large homogeneous populations where 100% inspection is not required or feasible. Also, if appropriate provisions are included in the specification and the random sampling is properly conducted, the percentage of defective work items found in the sample (less a small adjustment for inaccuracies) may be extrapolated and deducted from the Contractor's payment invoice. In the case of hazardous waste analysis services, random sampling would likely not be practical in most contracts due to the relatively small population of homogeneous services. However, those activities with large contracts may want to consider random sampling for hazardous waste storage, and hazardous waste collection services.

3. Planned Sampling. Planned sampling is similar to random sampling in that it is based on evaluating a portion of the work as the basis for evaluating the Contractor's performance. Samples are selected based on a subjective rationale and the sample size is arbitrarily determined. Planned sampling is useful when population sizes are not large enough or homogeneous enough to make random sampling practical. Planned sampling is recommended for the inspection of hazardous waste storage, and empty hazardous waste container management.

4. Unscheduled Inspections. An unscheduled inspection is what the name implies. Since it does not provide any measure of the Contractor's performance it should be used only to support other methods and never as a primary method of surveillance.

5. Validated Customer Complaints. Due to the nature of hazardous waste management services, this method is not an appropriate method of surveillance.

C. Performance Requirements Summary. As discussed previously in the User's Guide (paragraph III.E), the PRS table will be used primarily by the Administrative Contracting Officer (ACO) in conjunction with the "CONSEQUENCES OF CONTRACTOR'S FAILURE TO PERFORM REQUIRED SERVICES", "ESTIMATING THE PRICE OF NONPERFORMED OR UNSATISFACTORY WORK", and "SCHEDULE OF DEDUCTIONS" clauses, in making payment deductions for unsatisfactory performance or nonperformance of contract requirements. The table is also very useful in the preparation of QA plans since it summarizes the work requirements, standards of performance, and maximum allowable defect rates (MADR) for each contract requirement. A sample PRS table, which reflects the contract requirements and work requirements of this GPWS, is provided in Attachment J-E1. Of course they must be modified to reflect the requirements of the tailored PWS. NAVFAC MO-327 and the NAVFAC RSED

(V3.2) implementation guide provide guidance on the development of PRS tables, and should be referred to by the user.

1. MADRs are defect rates above which the Contractor's quality control is considered unsatisfactory for any particular work requirement. The MADR selected for any particular work requirement should reflect both the expected population of services and the requirement's importance. For example, the MADR for timely collection for hazardous waste collection should be smaller than that for timely submission for records and reports, since hazardous wastes usually a time limit placed on them for collection. Note that MADRs do not affect sample sizes or the method of calculating payment deductions in any way. Suggested values are included in Attachment J-E1; however, these must be tailored by the user to reflect the requirements of the user's activity.

2. In the "WEIGHT" column the price of each work requirement is specified as a percentage of the price of the contract requirement with which it is associated. Careful consideration must be given to objectively assigning these percentages since they will be used in making payment deductions. One method which may be used is to calculate the cost of each work requirement using Engineered Performance Standards (EPS) and then use these costs to determine the percentage to be assigned to each work requirement. Values for timeliness work requirements will be the most difficult to determine since they are by nature subjective. The percentages suggested in Attachment J-E1 should be carefully reviewed and tailored by the user.

III. SAMPLE QUALITY ASSURANCE PLANS. There are nine sample QA plans provided in this GPWS. They are:

- QA Plan #1 - Records and Reports
- QA Plan #2 - Hazardous Waste Analysis
- QA Plan #3 - Hazardous Waste Collection
- QA Plan #4 - Hazardous Waste Storage
- QA Plan #5 - Disposal
- QA Plan #6 - Empty Hazardous Waste Container Management
- QA Plan #7 - Hazardous Waste Spill and Pickup Response
- QA Plan #8 - Indefinite Quantity Work

A. Of course, each sample QA plan must be tailored to reflect changes made by the user to Section C of the GPWS and the PRS table, and changes in methods of surveillance, evaluation work sheets, etc. For example, if the populations are large enough, then planned sampling might be used in some of the plans instead of 100% inspection.

B. Tailored QA plans should be self contained documents written in sufficient detail to preclude extensive reference to other documents or manuals. Tailored plans should contain samples of all evaluation work sheets, summary reports, and other forms which will be used for documenting Contractor performance. Sample selection, evaluation, analysis of results, and other procedures should be as detailed as possible.

C. Sample size determinations, sampling procedures, and payment analysis calculations in the sample QA plans are based on manual methods. The user should be aware that numerous computerized methods of performing these functions have been developed which greatly reduce the time and number of manual calculations required, especially when random sampling is selected as the method of surveillance. One such computer program recently developed by NAVFAC will

determine the sample size required for a given population of services to be randomly sampled, select the appropriate number of random numbers within a given range, perform payment calculations based on inspection results, and perform random sampling confidence calculations. Interested users should contact their geographical EFD for copies of this and other programs which may be available.

QUALITY ASSURANCE PLAN #1
RECORDS AND REPORTS

1. Contract Requirement. Records and Reports

Work Requirements

Standards of Performance

- | | |
|----------------------|---|
| a. Timely Submission | Submitted within established time frames
(Attachment J-C6) |
| b. Quality Work | Contains all required input, accurate, and
complete (Clause C.8) |

2. Primary Method of Surveillance. One hundred percent inspection

3. Maximum Allowable Defect Rate (MADR)

- | | |
|----------------------|----|
| a. Timely Submission | 5% |
| b. Quality Work | 3% |

4. Quantity of Work. The total number of records and reports required to be submitted during the monthly evaluation period. The following records and reports are included:

Reports

Records

Spill Response Services
Annual Report
Exception Report
Manifest Discrepancy
Hazardous Waste Discharge Report
Fire or Explosion Report

Waste Manifest
Written Operating Record
Waste Analysis
Test Result Records
Hazardous Waste Storage
IWTF Records
Waste Oil Records
Sludge Records

5. Level of Surveillance. N/A

6. Sample Size. N/A

7. Sampling Selection Procedure. N/A

8. Evaluation Procedures. Each record and report will be evaluated after its due date, as specified in Attachment J-C6. Evaluations of work quality will include checks of whether records and reports are accurate, complete, and includes all required input. In most cases where the quality of work is graded unsatisfactory, timely submission will also be considered unsatisfactory. The results of all inspections will be recorded on the attached EVALUATION WORK SHEET, including descriptions of any noted defects, rework data, and other appropriate information. Copies of all negative reports will be provided to the Contractor. Rework will normally be allowed when practical.

9. Analysis of Results. At the end of the month the QAE will summarize the results of the month's inspections and calculate observed defect rates (ODRs) and recommended payment deductions for each work requirement on the attached MONTHLY PAYMENT DEDUCTION FORM. An example MONTHLY PAYMENT DEDUCTION FORM is attached.

a. If the ODR for a work requirement is less than its MADR, overall performance of that requirement is satisfactory. Payment deductions will be made for all documented defects as calculated on the MONTHLY PAYMENT DEDUCTION FORM. If the ODR is less than $\frac{1}{2}$ of the MADR the QAE should recommend to the FSCM to notify the Contractor that performance is excellent and to keep up the good work.

b. If the ODR is greater than the MADR, overall performance is unsatisfactory and the QAE should recommend to the FSCM that a CDR be issued to the Contractor, or that stronger action be taken. Payment deductions will be made as calculated on the MONTHLY PAYMENT DEDUCTION FORM.

SAMPLE

**MONTHLY PAYMENT DEDUCTION FORM
RECORDS AND REPORTS**

SUMMARY FOR THE PERIOD <u>1 AUG 93 - 31 AUG 93</u>	<u>TIMELY SUBMISSION</u>	<u>QUALITY WORK</u>
A. Relative value of services (from PRS Table)	<u>20%</u>	<u>80%</u>
B. Price for contract requirement (from Schedule of Deductions Item 1.b)	<u>\$ 121.44</u>	<u>\$485.76</u>
C. Population	<u>138</u>	<u>138</u>
D. Price per service (B ÷ C)	<u>\$.88</u>	<u>\$ 3.52</u>
E. Number of defects	<u>12</u>	<u>14</u>
F. Observed Defect Rate (E ÷ C)	<u>8.6%</u>	<u>10.1%</u>
G. Number of services reworked by Contractor	<u>N/A</u>	<u>4</u>
H. Number of services reworked by Government or others	<u>N/A</u>	<u>0</u>
I. Net services deducted at schedule price (E - G - H)	<u>12</u>	<u>10</u>
J. Net amount to deduct (D x I)	<u>\$ 10.56</u>	<u>\$ 35.20</u>
K. Deduct for Government rework actual cost or at schedule price (D x H)	<u>\$ 0</u>	<u>\$ 0</u>
L. LDs Government rework (20% x K)	<u>\$ 0</u>	<u>\$ 0</u>
M. LDs on all other defects [10% x D x (E - H)]	<u>\$ 1.05</u>	<u>\$ 4.92</u>
N. Other adjustments ("-" indicates a deduction)	<u>\$ 0</u>	<u>\$ 0</u>
O. Total payment deductions (J + K + L + M + N)	<u>\$ 11.61</u>	<u>\$ 40.12</u>

TOTAL PAYMENT DEDUCTIONS = \$ 51.73

AUTHORIZED SIGNATURE/DATE

QUALITY ASSURANCE PLAN #2
HAZARDOUS WASTE ANALYSIS

1. Contract Requirement. Hazardous Waste Analysis

Work Requirement

Standard of Performance

Quality Work

All required tests performed in accordance with specified standards, accurate results, etc.
(Clause C.9)

2. Primary Method of Surveillance. One hundred percent inspection

3. Maximum Allowable Defect Rate (MADR). 3%

4. Quantity of Work. The total number of waste analyses that are performed by the Contractor during the monthly evaluation period.

5. Level of Surveillance. N/A

6. Sample Size. N/A

7. Sample Selection Procedure. N/A

8. Evaluation Procedures. At the end of the monthly evaluation period, the QAE will examine the Contractor's records to see if the DRMO disposal contractor refused to accept any waste or imposed extra charges due to the Contractor's incorrect analysis of the waste. Any instance of this occurring will be given an unsatisfactory (U) grade on the attached EVALUATION WORK SHEET. Also to be included in the EVALUATION WORK SHEET are any descriptions of incorrect analyses, and other appropriate information.

9. Analysis of Results. At the end of the month the QAE will summarize the results of the month's inspection and calculate an observed defect rate (ODR) and recommended payment deductions for the work requirement.

a. If the ODR is less than the MADR, overall performance is satisfactory. If the ODR is less than ½ of the MADR the QAE should recommend to the FSCM to notify the Contractor that performance is excellent and to keep up the good work.

b. If the ODR is greater than the MADR, overall performance is unsatisfactory and the QAE should recommend to the FSCM that a CDR be issued to the Contractor, or that stronger action be taken.

c. Payment deductions will be taken using EPS or other estimating guides. Liquidated damages in the amount of 10% plus the extra charges assessed by the DRMO disposal contractor will also be taken.

QUALITY ASSURANCE PLAN #3
HAZARDOUS WASTE COLLECTION

1. Contract Requirement. Hazardous Waste Collection

Work Requirements

Standards of Performance

- | | |
|----------------------|--|
| a. Timely Collection | Collection within specified time limits (Clause C.10) |
| b. Waste Collected | Hazardous waste collected (Clause C.10) |
| c. Proper Procedures | Logs properly filled out and containers properly labeled (Clause C.10) |

2. Primary Method of Surveillance. One hundred percent inspection

3. Maximum Allowable Defect Rate (MADR)

- | | |
|----------------------|----|
| a. Timely Collection | 3% |
| b. Waste Collected | 3% |
| c. Proper Procedures | 3% |

4. Quantity of Work. The quantity of collections will vary due to the irregular generation of hazardous waste. There will be an estimated !INSERT! collections monthly.

5. Level of Surveillance. N/A

6. Sample Size. N/A

7. Sample Selection Procedure. N/A

8. Evaluation Procedures

a. The QAE will inform the HWC at each collection area to notify him/her when wastes are to be collected and also when wastes have not been collected within the specified time limits. In almost all cases where timely collection is graded unsatisfactory (U), waste collected, and proper procedures will also be considered U on the attached EVALUATION WORK SHEET. A brief description of any noted defects will be provided.

b. Once a week the QAE will visit the TSA(s) and examine the log book(s) to note the number of wastes collected and the ones that have exceeded the 90 day storage limit. The wastes that have exceeded the storage limit will have all work requirements graded unsatisfactory just the same as those above that have not been collected within the specified time limits. Also during this inspection, the QAE will inspect the labels of all wastes that have not been collected since the last inspection and grade proper procedures accordingly.

c. Rework will be allowed for the proper procedures work requirement and this information will be recorded on the EVALUATION WORK SHEET.

9. Analysis of Results. At the end of the month the QAE will summarize the results of the month's inspections and calculate observed defect rates (ODRs)

and recommended payment deductions for each work requirement on the attached MONTHLY PAYMENT DEDUCTION FORM. An example MONTHLY PAYMENT DEDUCTION FORM is attached.

a. If the ODR for a work requirement is less than its MADR, overall performance of that requirement is satisfactory. Payment deductions will be made for all documented defects as calculated on the MONTHLY PAYMENT DEDUCTION FORM. If the ODR is less than $\frac{1}{2}$ of the MADR the QAE should recommend to the FSCM to notify the Contractor that performance is excellent and to keep up the good work.

b. If the ODR is greater than the MADR, overall performance is unsatisfactory and the QAE should recommend to the FSCM that a CDR be issued to the Contractor, or that stronger action be taken. Payment deductions will be made as calculated on the MONTHLY PAYMENT DEDUCTION FORM.

SAMPLE

**MONTHLY PAYMENT DEDUCTION FORM
HAZARDOUS WASTE COLLECTION**

SUMMARY FOR THE PERIOD <u>1 AUG 93 - 31 AUG 93</u>	<u>TIMELY COLLECTION</u>	<u>WASTE COLLECTED</u>	<u>PROPER PROCEDURES</u>
A. Relative value of services (from PRS Table)	<u>60%</u>	<u>25%</u>	<u>15%</u>
B. Price for contract requirement (from Schedule of Deductions Item 3)	<u>\$ 1035.00</u>	<u>\$ 431.25</u>	<u>\$ 258.75</u>
C. Population	<u>69</u>	<u>69</u>	<u>69</u>
D. Price per service (B ÷ C)	<u>\$ 15.00</u>	<u>\$ 6.25</u>	<u>\$ 3.75</u>
E. Number of defects	<u>2</u>	<u>2</u>	<u>2</u>
F. Observed Defect Rate (E ÷ C)	<u>2.8%</u>	<u>2.8%</u>	<u>4.3%</u>
G. Number of services reworked by Contractor	<u>N/A</u>	<u>2</u>	<u>1</u>
H. Number of services reworked by Government or others	<u>N/A</u>	<u>0</u>	<u>0</u>
I. Net services deducted at schedule price (E - G - H)	<u>2</u>	<u>0</u>	<u>2</u>
J. Net amount to deduct (D x I)	<u>\$ 30.00</u>	<u>\$ 0</u>	<u>\$ 7.50</u>
K. Deduct for Government rework actual cost or at schedule price (D x H)	<u>\$ 0</u>	<u>\$ 0</u>	<u>\$ 0</u>
L. LDs Government rework (20% x K)	<u>\$ 0</u>	<u>0</u>	<u>\$ 0</u>
M. LDs on all other defects [10% x D x (E - H)]	<u>\$ 3.00</u>	<u>\$ 1.25</u>	<u>\$ 1.12</u>
N. Other adjustments ("- " indicates a deduction)	<u>\$ 0</u>	<u>\$ 0</u>	<u>\$ 0</u>
O. Total payment deductions (J + K + L + M + N)	<u>\$ 33.00</u>	<u>\$ 1.25</u>	<u>\$ 1.12</u>

TOTAL PAYMENT DEDUCTIONS = \$ 35.37

AUTHORIZED SIGNATURE/DATE

QUALITY ASSURANCE PLAN #4
HAZARDOUS WASTE STORAGE

1. Contract Requirement. Hazardous Waste Storage

<u>Work Requirements</u>	<u>Standards of Performance</u>
a. Records	Records maintained accurate and complete (Paragraph C.11.a)
b. Timely Operation	Inspection, segregation, and repackaging accomplished within 72 hours (Paragraph C.11.b)
c. Quality Operation	Containers, equipment, and supplies are properly maintained (Paragraph C.11.c)

2. Primary Method of Surveillance. Planned sampling supported by unscheduled inspection

3. Maximum Allowable Defect Rate (MADR)

a. Records	3%
b. Timely Operation	3%
c. Quality Operation	3%

4. Quantity of Work. Varies due to the number of days in the month, and the number of storage areas. For example, if there are two TSAs, one HWSF, and 31 days in the month, then the quantity of work would be 3 x 31 or 93.

5. Level of Surveillance. The normal level of surveillance will be used initially for the contract. Go to increased surveillance if the observed defect rate (ODR) for quality operation exceeds the MADR during any given month. If only the ODR for quality operation exceeds the MADR, consider increasing the level of surveillance for that work requirements only. Go to reduced surveillance if the ODR for quality operation is less than one half the MADR for two consecutive months.

6. Sample Size. The following sample sizes are established for each level of surveillance.

Reduced	- all storage areas inspected semimonthly
Normal	- all storage areas inspected weekly
Increased	- all storage areas inspected twice a week

7. Sample Selection Procedure. Since storage areas must be operated correctly at all times, all storage areas may be considered ready for inspection at any time. Prior to the start of the month, the QAE will arbitrarily select and record on the inspection schedule the date of inspection for each container storage area.

8. Evaluation Procedures. The QAE will visit the storage areas to evaluate the work requirements as either satisfactory (S) or unsatisfactory (U) on the attached EVALUATION WORK SHEET. Hazardous waste storage records will be examined for their completeness and accuracy and will be graded accordingly. The log will be examined to see which wastes have been received since the last

inspection in order to evaluate whether the requirements for timely operation have been met. During the inspection, the QAE will inspect containers to see if any are leaking. If a container is leaking, the quality operation work requirement will be graded unsatisfactory. A brief description of any noted defects will be provided. Unscheduled inspections may be conducted at any storage area, but should be limited to those areas where problems have been noted previously, etc. Unscheduled inspections should be documented on a separate EVALUATION WORK SHEET from that used for planned sampling.

9. Analysis of Results. At the end of the month the QAE will summarize the results of the month's inspections, and calculate observed defect rates (ODRs) and recommended payment deductions for each work requirement on a MONTHLY PAYMENT DEDUCTION FORM, and determine if any change in the level of surveillance is needed for the coming evaluation period (see paragraph 5 above). An example MONTHLY PAYMENT DEDUCTION FORM is attached.

a. If the ODR for a work requirement is less than its MADR, overall performance of that requirement is satisfactory. Payment deductions will be made for all documented defects as calculated on the MONTHLY PAYMENT DEDUCTION FORM. If the ODR is less than $\frac{1}{2}$ of the MADR the QAE should recommend to the FSCM to notify the Contractor that performance is excellent and to keep up the good work.

b. If the ODR is greater than the MADR, overall performance is unsatisfactory and the QAE should recommend to the FSCM that a CDR be issued to the Contractor, or that stronger action be taken. Payment deductions will be made as calculated on the MONTHLY PAYMENT DEDUCTION FORM.

SAMPLE
MONTHLY PAYMENT DEDUCTION FORM
HAZARDOUS WASTE STORAGE

SUMMARY FOR THE PERIOD <u>1 AUG 93 - 31 AUG 93</u>	<u>RECORDS</u>	<u>TIMELY OPERATION</u>	<u>QUALITY OPERATION</u>
A. Relative value of services (from PRS Table)	<u>15%</u>	<u>25%</u>	<u>60%</u>
B. Price for contract requirement (from Schedule of Deductions Item 4)	<u>\$ 1200.00</u>	<u>\$ 2000.00</u>	<u>\$ 4800.00</u>
C. Population (number of days in month x number of storage areas)	<u>93</u>	<u>93</u>	<u>93</u>
D. Price per service (B ÷ C)	<u>\$ 12.90</u>	<u>\$ 21.50</u>	<u>\$ 51.61</u>
E. Number of services sampled (Normal)	<u>13</u>	<u>13</u>	<u>13</u>
F. Number in sample defective	<u>1</u>	<u>2</u>	<u>3</u>
G. Defects outside sample	<u>0</u>	<u>0</u>	<u>0</u>
H. Total observed defects (F + G)	<u>1</u>	<u>2</u>	<u>3</u>
I. Observed Defect Rate (F ÷ E)	<u>7.6%</u>	<u>15.3%</u>	<u>23.0%</u>
J. Number of services reworked by Contractor	<u>N/A</u>	<u>N/A</u>	<u>N/A</u>
K. Number of services reworked by Government and others	<u>N/A</u>	<u>N/A</u>	<u>N/A</u>
L. Net services deducted at schedule price (H - J - K)	<u>1</u>	<u>2</u>	<u>3</u>
M. Net amount to deduct (D + L)	<u>\$ 12.90</u>	<u>\$ 43.00</u>	<u>\$ 154.83</u>
N. Deduct for Government rework actual cost or at schedule price (D x K)	<u>\$ 0</u>	<u>\$ 0</u>	<u>\$ 0</u>
O. LDs on Government rework (20% x N)	<u>\$ 0</u>	<u>\$ 0</u>	<u>\$ 0</u>
P. LDs on all other defects [10% x D x (H - K)]	<u>\$ 1.29</u>	<u>\$ 4.30</u>	<u>\$ 15.48</u>
Q. Other adjustments ("-" indicates a deduction)	<u>\$ 0</u>	<u>\$ 0</u>	<u>\$ 0</u>
R. Total payment deductions (M + N + O + P + Q)	<u>\$ 14.19</u>	<u>\$ 47.30</u>	<u>\$ 170.31</u>

TOTAL PAYMENT DEDUCTIONS = \$ 231.80

 AUTHORIZED SIGNATURE/DATE

QUALITY ASSURANCE PLAN #5
DISPOSAL

1. Contract Requirement. Disposal

Work Requirements

Standards of Performance

- | | |
|----------------------|---|
| a. Timeliness | Within time limits specified (Clause C.12) |
| b. Collection | Waste collected (Clause C.12) |
| c. Proper Procedures | Records maintained and area clean (Clause C.12) |

2. Primary Method of Surveillance. One hundred percent inspection

3. Maximum Allowable Defect Rate (MADR)

- | | |
|----------------------|----|
| a. Timeliness | 3% |
| b. Collection | 3% |
| c. Proper Procedures | 3% |

4. Quantity of Work. Varies due to irregular generation of sludges. There are an estimated !INSERT! disposals monthly. For waste oil, on the average there is one disposal per week.

5. Level of Surveillance. N/A

6. Sample Size. N/A

7. Sample Selection Procedure. N/A

8. Evaluation Procedures. After notifying the Contractor that waste is ready to be collected and disposed of, the ACO or his/her designated representative will notify the QAE. The QAE will then visit the collection area after allowing enough time for the Contractor to collect the waste and evaluate the work requirements as either satisfactory (S) or unsatisfactory (U) on the attached EVALUATION WORK SHEET. Descriptions of noted defects, and other appropriate information will also be recorded. Individual work sheets will be filled out for sludge and waste oil. Rework will be allowed. If collection is graded unsatisfactory, then the other two work requirements must also be graded unsatisfactory.

9. Analysis of Results. At the end of the month the QAE will summarize the results of the month's inspections and calculate observed defect rates (ODRs) and recommended payment deductions for each work requirement on the attached MONTHLY PAYMENT DEDUCTION FORM. An example MONTHLY PAYMENT DEDUCTION FORM is attached.

a. If the ODR for a work requirement is less than its MADR, overall performance of that requirement is satisfactory. Payment deductions will be made for all documented defects as calculated on the MONTHLY PAYMENT DEDUCTION FORM. If the ODR is less than ½ of the MADR the QAE should recommend to the FSCM to notify the Contractor that performance is excellent and to keep up the good work.

b. If the ODR is greater than the MADR, overall performance is unsatisfactory and the QAE should recommend to the FSCM that a CDR be issued to the Contractor, or that stronger action be taken. Payment deductions will be made as calculated on the MONTHLY PAYMENT DEDUCTION FORM.

SAMPLE

**MONTHLY PAYMENT DEDUCTION FORM
DISPOSAL**

SUMMARY FOR THE PERIOD <u>1 AUG 93 - 31 AUG 93</u>	<u>TIMELINESS</u>	<u>COLLECTION</u>	<u>PROPER PROCEDURES</u>
A. Relative value of services (from PRS Table)	_____ 15%	_____ 65%	_____ 20%
B. Price for contract requirement (from Schedule of Deductions Item 5)	\$ _____ 360.00	\$ _____ 1560.00	\$ _____ 480.00
C. Population	_____ 12	_____ 12	_____ 12
D. Price per service (B ÷ C)	\$ _____ 30.00	\$ _____ 130.00	\$ _____ 40.00
E. Number of defects	_____ 1	_____ 1	_____ 1
F. Observed Defect Rate (E ÷ C)	_____ 8.3%	_____ 8.3%	_____ 8.3%
G. Number of services reworked by Contractor	_____ N/A	_____ 0	_____ 0
H. Number of services reworked by Government or others	_____ N/A	_____ 0	_____ 0
I. Net services deducted at schedule price (E - G - H)	_____ 1	_____ 1	_____ 1
J. Net amount to deduct (D x I)	\$ _____ 30.00	\$ _____ 130.00	\$ _____ 40.00
K. Deduct for Government rework actual cost or at schedule price (D x H)	\$ _____ 0	\$ _____ 0	\$ _____ 0
L. LDs Government rework (20% x K)	\$ _____ 0	_____ 0	\$ _____ 0
M. LDs on all other defects [10% x D x (E - H)]	\$ _____ 3.00	\$ _____ 13.00	\$ _____ 4.00
N. Other adjustments ("- " indicates a deduction)	\$ _____ 0	\$ _____ 0	\$ _____ 0
O. Total payment deductions (J + K + L + M + N)	\$ _____ 33.00	\$ _____ 143.00	\$ _____ 44.00
TOTAL PAYMENT DEDUCTIONS = \$ _____ 220.00			

AUTHORIZED SIGNATURE/DATE

QUALITY ASSURANCE PLAN #6
EMPTY HAZARDOUS WASTE CONTAINER MANAGEMENT

1. Contract Requirement. Empty Hazardous Waste Container Management

Work Requirements

Standards of Performance

- | | |
|------------------------------------|--------------------------------------|
| a. Container
Minimization/Reuse | Quality Standards (Paragraph C.13.a) |
| b. Disposal of
Containers | Quality standards (Paragraph C.13.b) |

2. Primary Method of Surveillance. Planned sampling supported by unscheduled inspections

3. Maximum Allowable Defect Rate (MADR)

- | | |
|---------------------------------|----|
| a. Container Minimization/Reuse | 3% |
| b. Disposal of Containers | 3% |

4. Quantity of Work. Varies due to the number of days in the month, and the number of areas where containers are stored. For example, if containers are stored at two TSAs and the HWSF, and wastes are consolidated at one TSA and the HWSF, and there are 31 days in the month, then the quantity of work would be 5 x 31 or 155.

5. Level of Surveillance. The normal level of surveillance will be used initially for the contract. Go to increased surveillance if the observed defect rate (ODR) exceeds the MADR during any given month. Go to reduced surveillance if the ODR is less than one half the MADR for two consecutive months.

6. Sample Size. The following sample sizes are established for each level of surveillance.

- | | |
|-----------|-------------------------------------|
| Reduced | - inspection conducted semimonthly |
| Normal | - inspection conducted weekly |
| Increased | - inspection conducted twice a week |

7. Sample Selection Procedure. Since container management is a continual process, inspections may be performed at any time. Prior to the start of the month, the QAE will arbitrarily select and record on the inspection schedule the dates of inspection.

8. Evaluation Procedures. If at normal surveillance, the QAE will visit empty container storage areas, areas where wastes are consolidated (TSA(s), and HWSF), and check with originators that reuse containers once a week during the monthly evaluation period. Results of inspections made during these visits will be recorded on the attached EVALUATION WORK SHEET, including descriptions of noted defects, rework data, and other appropriate information. The grade for both work requirements will be determined by the overall grades of the items that make up the requirements. Generally, the QAE should grade overall work quality satisfactory if there has been no willful departure from the contract, there is no omission of essential work, and essentially 95% or more

of the total work has been completed without rework being required. Unscheduled inspections may be conducted on any item, but should be limited to those areas where problems have been noted previously, etc. Unscheduled inspections should be documented on a separate EVALUATION WORK SHEET from that used for planned sampling. Rework will be allowed where practical.

9. Analysis of Results. At the end of the month the QAE will summarize the results of the month's inspections and calculate observed defect rates (ODRs) and recommended payment deductions for both work requirements on the attached MONTHLY PAYMENT DEDUCTION FORM. An example MONTHLY PAYMENT DEDUCTION FORM is attached.

a. If the ODR for a work requirement is less than its MADR, overall performance of that requirement is satisfactory. Payment deductions will be made for all documented defects as calculated on the MONTHLY PAYMENT DEDUCTION FORM. If the ODR is less than $\frac{1}{2}$ of the MADR the QAE should recommend to the FSCM to notify the Contractor that performance is excellent and to keep up the good work.

b. If the ODR is greater than the MADR, overall performance is unsatisfactory and the QAE should recommend to the FSCM that a CDR be issued to the Contractor, or that stronger action be taken. Payment deductions will be made as calculated on the MONTHLY PAYMENT DEDUCTION FORM.

SAMPLE

**MONTHLY PAYMENT DEDUCTION FORM
EMPTY HAZARDOUS WASTE CONTAINER MANAGEMENT**

SUMMARY FOR THE PERIOD <u>1 AUG 93 - 31 AUG 93</u>	CONTAINER <u>MINIMIZATION/REUSE</u>	DISPOSAL OF <u>CONTAINERS</u>
A. Relative value of services (from PRS)	<u>65%</u>	<u>35%</u>
B. Price for contract requirement (from Schedule of Deductions Item 6)	\$ <u>975.00</u>	\$ <u>525.00</u>
C. Population (number of days in month x number of areas where containers are stored and wastes consolidated)	<u>155</u>	<u>155</u>
D. Price per service (B ÷ C)	\$ <u>6.29</u>	\$ <u>3.38</u>
E. Number of services sampled (Normal)	<u>22</u>	<u>22</u>
F. Number in sample defective	<u>4</u>	<u>3</u>
G. Defects outside sample	<u>0</u>	<u>0</u>
H. Total observed defects (F + G)	<u>4</u>	<u>3</u>
I. Observed Defect Rate (F ÷ E)	<u>18.1%</u>	<u>13.6%</u>
J. Number of services reworked by Contractor	<u>0</u>	<u>0</u>
K. Number of services reworked by Government and others	<u>0</u>	<u>0</u>
L. Net services deducted at schedule price (H - J - K)	<u>4</u>	<u>3</u>
M. Net amount to deduct (D x L)	\$ <u>25.16</u>	\$ <u>10.14</u>
N. Deduct for Government rework actual cost or at schedule price (D x K)	\$ <u>0</u>	\$ <u>0</u>
O. LDs on Government rework (20% x N)	\$ <u>0</u>	\$ <u>0</u>
P. LDs on all other defects [10% x D x (H - K)]	\$ <u>2.51</u>	\$ <u>1.00</u>
Q. Other adjustments ("-" indicates a deduction)	\$ <u>0</u>	\$ <u>0</u>
R. Total payment deductions (M + N + O + P + Q)	\$ <u>27.67</u>	\$ <u>11.15</u>
	TOTAL PAYMENT DEDUCTIONS = \$ <u>38.82</u>	

AUTHORIZED SIGNATURE/DATE

QUALITY ASSURANCE PLAN #7
HAZARDOUS WASTE SPILL AND PICKUP RESPONSE

1. Contract Requirement. Hazardous Waste Spill and Pickup Response

Work Requirements

Standards of Performance

- | | |
|--------------------|--|
| a. Timely Response | Initial response within !INSERT! minutes
(Paragraph C.14.a) |
| b. Quality Work | Quality standards (Clause C.14) |

2. Primary Method of Surveillance. One hundred percent inspection

3. Maximum Allowable Defect Rate (MADR)

- | | |
|--------------------|----|
| a. Timely Response | 3% |
| b. Quality Work | 3% |

4. Quantity of Work. The total amount of work is projected at !INSERT! spill responses monthly, but is variable due to the accidental nature of spills.

5. Level of Surveillance. N/A

6. Sample Size. N/A

7. Sample Selection Procedure. N/A

8. Evaluation Procedures. The QAE will inform the HWC(s) to notify him/her as soon as the Contractor is notified of a spill. The QAE will visit the site as soon as the Contractor has been given enough time to respond, and grade timely response as either satisfactory (S) or unsatisfactory (U) on the attached EVALUATION WORK SHEET. Probably several visits to the spill site will be required to evaluate the items that comprise quality work. Generally, the QAE should grade overall work quality satisfactory if there has been no willful departure from the contract, there is no omission of essential work, and essentially 95% or more of the total work has been completed without rework being required. If spill properly controlled and/or spill neutralized or removed is graded unsatisfactory, then quality work must be graded unsatisfactory. A brief description of any noted defects will be provided and rework information will be recorded, if appropriate. Rework will be allowed where practical.

9. Analysis of Results. At the end of the month the QAE will summarize the results of the month's inspections and calculate observed defect rates (ODRs) and recommended payment deductions.

a. Recommended payment deductions will be calculated based on the weights set out in the PRS table along with Engineering Performance Standards (EPS) or other estimating standards if EPS is not applicable.

b. ODRs will be calculated for each work requirement as follows:

$$\text{ODR} = \frac{\text{Total Number of Defects Observed}}{\text{Number of Spills}}$$

(1) If the ODR for a work requirement is less than its MADR, overall performance of that requirement is satisfactory for the month. If the ODR is less than $\frac{1}{2}$ of the MADR the QAE should recommend to the FSCM to notify the Contractor that performance is excellent and to keep up the good work.

(2) If the ODR for a work requirement is greater than the MADR, the Contractor's overall performance of that requirement is unsatisfactory, and the QAE should recommend to the FSCM that a CDR be issued to the Contractor or that stronger action be taken.

QUALITY ASSURANCE PLAN #8
INDEFINITE QUANTITY WORK

1. Contract Requirement. Indefinite Quantity Work

Work Requirements

Standards of Performance

- a. Timely Response Response within !INSERT! hours (Paragraph C.15.b)
- b. Quality Work Quality standards Section C

2. Primary Method of Surveillance. One hundred percent inspection

3. Maximum Allowable Defect Rate (MADR)

- a. Timely Response 3%
- b. Quality Work 3%

4. Quantity of Work. The total number of delivery orders issued during each monthly evaluation period. Historically there has been !INSERT! a month.

5. Level of Surveillance. N/A

6. Sample Size. N/A

7. Sampling Procedures. N/A

8. Evaluation Procedures. The QAE will evaluate the Contractor's performance at least once for each delivery order issued. A number of inspections may be required while work is in progress to adequately evaluate some delivery orders, especially those with multiple work items and key work phases. A final inspection will be made as soon as possible after notification by the Contractor that work on a delivery order is complete, and not later than the work day following scheduled work completion. The quality of work will be evaluated at each inspection, and a brief but complete description of any noted defects will be recorded on the attached EVALUATION WORK SHEET. A separate EVALUATION WORK SHEET will be filled out for each delivery order. At the final inspection, final grades will be assigned to both work requirements for the Contractors overall performance of the work in the delivery order.

a. Rework will normally be required. Record all appropriate rework information on the EVALUATION WORK SHEET.

b. When determining the overall quality of work grade to be assigned for each delivery order, the QAE must carefully consider the total scope of work required and subjectively judge whether it has been substantially completed by the Contractor without an inordinate amount of rework being required. Generally, the QAE should grade a delivery order satisfactory overall if there has been no willful departure from the contract, there is no omission of essential work, and essentially 95% or more of the total work has been completed without rework being required. If overall work quality for a delivery order is considered unsatisfactory, timeliness must also be considered unsatisfactory. The QAE should discuss questionable grades with the FSCM prior to providing the Contractor with a copy of the EVALUATION WORK SHEET.

9. Analysis of Results. At the end of the month, the QAE will summarize the number of unsatisfactory overall grades for timely response and quality of work, and calculate observed defect rates (ODRs) for each using the following formula.

$$\text{ODR} = \frac{\text{Number of overall unsatisfactory grades}}{\text{Total number of work authorizations inspected}} \times 100$$

For example:

Number of overall unsatisfactory quality grades = 1
Number of delivery orders inspected = 11

ODR for quality work = $1 \div 11 \times 100 = 9.0\%$

a. If the ODR for a work requirement is equal to or less than its MADR, overall performance of that indicator is satisfactory for the month. If the ODR is less than $\frac{1}{2}$ of the MADR, the QAE should recommend to the FSCM to notify the Contractor that performance is excellent and to keep up the good work.

b. If the ODR is greater than the MADR, overall performance of that work requirement is unsatisfactory and the QAE should recommend to the FSCM that a CDR be issued to the Contractor, or that stronger action be taken.

c. Payment deductions, if any, will be subtracted from each indefinite quantity work authorization invoiced by the Contractor.

IV. CONTRACTOR'S OVERALL PERFORMANCE EVALUATION. NAVFAC MO-327 and the NAVFAC RSED (V3.2) implementation guide provide guidance in determining the Contractor's overall monthly performance for each service; how to use the PRS table and the QAE's inspection results to calculate the total payment due for each service; and how to go about correcting problem areas of performance. This paragraph provides additional information on the completion of the MONTHLY PAYMENT DEDUCTION FORMS included in the sample QA plans, and includes a sample monthly summary report.

A. Monthly Payment Deduction Form. These forms are very useful for summarizing the results of each month's inspections and illustrate how the "CONSEQUENCES OF CONTRACTOR'S FAILURE TO PERFORM REQUIRED SERVICES" and "ESTIMATING THE PRICE OF NONPERFORMED OR UNSATISFACTORY WORK" clauses, the Schedule of Deductions, the PRS table, and the QAE's completed EVALUATION WORK SHEETS are all used in calculating the total payment due for each contract requirement. The format for these forms should be tailored by the user. Other sample formats may be found in the NAVFAC MO-327, the NAVFAC RSED implementation guide, and as mentioned previously, computer programs are available which will perform and document basically the same calculations.

B. Analysis of Results. The end result of the monthly inspection process is the overall evaluation of the Contractor's performance for each hazardous waste management operation and maintenance service inspected. Such an evaluation provides a summary of the Contractor's performance to the ACO, FSCM, QAE, customer representatives, and the Contractor. Overall performance is important in determining whether to increase, decrease, or maintain surveillance at the same level; whether to issue one or more CDRs to the Contractor or take stronger administrative actions; and points out service areas which require greater QAE and Contractor QC emphasis during the next evaluation period. Therefore, at the end of each month the QAE should complete and forward for the FSCM's approval a MONTHLY SUMMARY REPORT, in a format similar to that shown in Table 1 on the next page. Almost all of the information required to complete this summary can be taken directly from the MONTHLY PAYMENT DEDUCTION FORM included with the sample QA plans.

C. Contract Discrepancy Report (CDR). When the Contractor's overall performance for any given work requirement is unsatisfactory, the QAE will recommend to the FSCM that a CDR be issued. Instructions on the use of CDRs, along with a typical format, are included in Chapter 6 of NAVFAC MO-327.

D. Recommended Deductions. The QAE will recommend to the FSCM those payment deductions that should be made. All work documented as not in compliance with the contract requirements (nonperformed or unsatisfactorily performed) is subject to payment deductions plus a 10% or 20% administrative cost (liquidated damages) in accordance with the provisions of the "CONSEQUENCES OF CONTRACTOR'S FAILURE TO PERFORM REQUIRED SERVICES" clause, Section E. Since Government forces are normally not available to reperform work, the Government will usually either require the Contractor to reperform the work or let it go until the next scheduled occurrence. Therefore, the 10% factor would be used.

TABLE 1

**MONTHLY PERFORMANCE EVALUATION REPORT
HAZARDOUS WASTE MANAGEMENT SERVICES
AUGUST 1993**

CONTRACT NUMBER _____

CONTRACTOR _____

SERVICE	MADR	PREVIOUS ODR	CURRENT ODR	CDR	DEDUCTIONS
QA PLAN #1 - RECORDS AND REPORTS					
a. Timely Submission	5%	3.7%	8.6%	Yes	\$ 11.61
b. Quality Work	3%	4.8%	10.1%	Yes	\$ 40.12
QA PLAN #2 - HAZARDOUS WASTE ANALYSIS					
Quality Work	3%	8.7%	10.0%	Yes	\$ 25.69
QA PLAN #3 - HAZARDOUS WASTE COLLECTION					
a. Timely Collection	3%	3.0%	2.8%	No	\$ 33.00
b. Waste Collected	3%	7.6%	2.8%	No	\$ 1.25
c. Proper Procedures	3%	5.7%	4.3%	Yes	\$ 1.12
QA PLAN #4 - HAZARDOUS WASTE STORAGE					
a. Records	3%	8.7%	7.6%	Yes	\$ 14.19
b. Timely Operation	3%	2.1%	15.3%	Yes	\$ 47.30
c. Quality Operation	3%	5.8%	23.0%	Yes	\$ 170.31
QA PLAN #5 - DISPOSAL					
a. Timeliness	3%	3.4%	8.3%	Yes	\$ 33.00
b. Collection	3%	2.9%	8.3%	Yes	\$ 143.00
c. Proper Procedures	3%	11.4%	8.3%	Yes	\$ 44.00
QA PLAN #6 - EMPTY HAZARDOUS WASTE CONTAINER MANAGEMENT					
a. Container Minimization/Reuse	3%	4.9%	18.1%	Yes	\$ 27.67
b. Disposal of Containers	3%	13.3%	13.6%	Yes	\$ 11.15
QA PLAN #7 - HAZARDOUS WASTE SPILL AND PICKUP RESPONSE					
a. Timely Response	3%	2.7%	6.9%	Yes	\$ 9.45
b. Quality Work	3%	8.5%	2.5%	No	\$ 18.12
QA PLAN #8 - INDEFINITE QUANTITY WORK					
a. Timely Response	3%	10.7%	7.7%	Yes	\$ 7.62
b. Quality Work	3%	12.3%	2.4%	No	\$ 11.33

CONTRACTOR'S INVOICE AMOUNT \$ 25624.00

TOTAL DEDUCTIONS \$ 649.93

RECOMMENDED PAYMENT \$ 24974.07

CONTRACTOR'S OVERALL PERFORMANCE FOR THE MONTH: SAT UNSAT

QAE'S SIGNATURE/DATE _____