US Department of Agriculture (USDA)

ERRC – Wyndmoor PA

Biowaste Removal Services

Quality Assurance Surveillance Plan

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Project Name
ERRC Biowaste Removal Service

Solicitation / Contract Number

Section 1: Introduction
This Quality Assurance Surveillance Plan (QASP) is pursuant to the requirements listed in the performance work statement (PWS) entitled ERRC Biowaste Removal Service. This plan sets forth the procedures and guidelines that the USDA, ARS will use in ensuring the required performance standards or services levels are achieved by the contractor.

1.1 Purpose
The purpose of the QASP is to describe the systematic methods used to measure performance and to identify the reports required and the resources to be employed. The QASP provides a means for evaluating whether the contractor is meeting the performance standards identified in the PWS. This QASP is designed to define roles and responsibilities, identify the performance objectives, define the methodologies used to monitor and evaluate the contractor's performance, describe quality assurance reporting, and describe the analysis of quality assurance monitoring results.

1.2 QASP Relation to the Contract
1.2.1 QASP Revisions
The Contracting Officer Representative (COR) may make revisions or changes to the QASP procedures and surveillance methods or increase or decrease the degree of surveillance methods at any time during the contract performance period. Changes to the Metric must be incorporated into the PWS, Performance Requirement Summary (PRS) and QASP by a bilateral modification to contract that is issued by the Contracting Officer (CO). A copy of the QASP is provided to the contractor to enable the contractor to enhance its Quality Control (QC) program to perform in accordance with its Quality Control Plan (QCP).

1.2.2 Surveillance of Performance Progression
As the performance period progresses, the levels of surveillance may be altered for service areas where performance is either consistently excellent or unsatisfactory. If consistently good performance, then the amount of surveillance may be reduced. If observations reveal consistent deficiencies, increased surveillance may be implemented.

1.3 QASP Relation to the Quality Control Plan (QCP)
The QCP is a required element of contract and the Contractor shall adhere to its established quality control processes and procedures in managing and performing work as described in the contract. While the QCP represents the way in which the Contractor will ensure its quality and timeliness of services, as defined in the PWS, the QASP represents the way in which the Government personnel specified in *Section 3: Contractor and Government Responsibilities, Paragraph 3.2, Government Responsibilities* will evaluate the contractor's performance. The contractor's QC program and the residual organization's QASP should be complementary programs that ensure successful contractor performance.

Section 2: Performance Description
Performance of the contractor will be monitored through the surveillance methods described in Section 4: Surveillance Methods to Perform Quality Assurance to assess the Contractor's performance against PWS requirements.

2.1 Performance Standards and Acceptable Quality Levels (AQLs)
For selected activities in the PWS, the PRS provides a performance standard and an AQL. A performance standard is the expected level of contractor performance. An AQL defines the level of performance that is satisfactory. Depending on the service evaluated and the evaluation method selected, performance standards and AQLs may be stated as a number of occurrences or as a percentage. Performance standards and AQLs for random sampling and 100 percent inspection are generally stated as percentages. For periodic inspections, performance standards may be stated as either percentages or as absolute numbers.

The contract requires the Contractor to perform all work as specified. Any inaccuracies or omissions in services or products are referred to as "defects" on the part of the Contractor. The Contractor shall be responsible for all identified defects and may be required to perform the work at no cost to the government. The AQLs take into account that in some instances an allowable level of deficiencies (deviations) is possible while overall performance continues to meet the government's desired level of service.

2.1.1 Allowable Deviation

The AQLs define the level or number of performance deficiencies the Contractor is permitted to reach under this contract. AQLs take into account the difference between an occasional defect and a gross number of defects. AQLs can be expressed as a percentage of or as an absolute number (e.g., three per month). There may be instances where 100 percent compliance is required, and no deviation is acceptable (e.g., where safety is involved).

2.1.2 Substantially Complete

In some cases, service outputs are evaluated using subjective values (e.g., excellent, satisfactory, unsatisfactory). The criteria for acceptable performance and for defects must be defined for these service outputs. The concept of "substantially complete" should be the basis for inspections based on subjective scales. Work is considered "substantially complete" where there has been no significant departure from the terms of the contract and no omission of essential work. In addition, the Contractor has performed the work required to the best of its ability and the only variance consists of minor omissions or deficiencies.

2.2 Non-Performance

Non-performance occurs when the contractor's performance does not meet the AQL for a given requirement. Requirements may contain multiple performance elements, and therefore, deficiencies may occur in one or more aspects of performance (e.g., timeliness, accuracy, completeness, etc.) or subject areas of effort.

When surveillance indicates that the contractor's service output is not in compliance with the contract requirements, the Contracting Officer's Representative (COR) must determine whether the Contractor or the Government caused the deficiency. If the cause of the defect rests with the Government, corrective action must be taken through Government channels. If the cause of the defect is due to action or inaction by the contractor, the contractor is responsible for correction of the problem at no additional expense to the Government.

2.2.1 Documentation

Documentation of work non-performed or unacceptable work is essential for tracking Contractor performance. The COR will document deficient work by compiling facts describing the inspection methods and results and to substantiate nonconformance with the contract. A sample documentation reporting form is provided in Appendix B. The documentation, with any recommendations, will be forwarded to the CO. In the case of the Contractor, the COR will decide whether to elevate the problem to the CO for corrective action.

2.2.2 Remedial Actions

The Federal Acquisition Regulation allows for penalties in the event that the Contractor fails to perform the required services. Penalties are defined as those actions taken under the direction of the CO against the contractor within the general provisions of the contract for nonconformance to the PWS and PRS.

Section 3: Contractor and Government Responsibilities

3.1 Contractor Responsibility

The Contractor is responsible for delivering products or services in accordance with the contract. Implementing its QCP, which describes the Contractor's methods for ensuring all products and services under the contract meet established performance standards and AQLs. Maintaining, and providing for audit, quality control records and reports and all records associated with the investigation and complaint resolutions. Appointing a single quality control point-of-contact to act as a central recipient of communication from the COR or CO.

3.2 Government Responsibility

3.2.1 Contracting Officer (CO)

The CO is responsible for administering and monitoring contract compliance, contract administration, and cost control and for resolving any differences between the observations documented by COR and the contractor's performance. The CO may delegate various day-to-day contract administration duties to an Administering ACO (ACO) and/or the COR for performance management and administrative actions such as invoice approval and issuance of Contract Discrepancy Reports may be, and normally are, delegated by the CO to the COR. The CO shall approve any revisions to the QASP processes or standards.

3.2.2 Contracting Officer Representative (COR)

The COR, is designated in writing, by the CO. The COR will ensure that the QA function is properly executed, plays a key role in contract administration and performs the contract surveillance and monitoring. Some key contract administration duties include, but are not limited to, performs surveillance as required by this QASP; make recommendations to the CO for issuance of Contract Discrepancy Reports or letters of commendation and acceptance or rejection of completed work and for administrative actions based on unsatisfactory or non-performed work, and revisions or changes to the QASP; and assists the CO in identifying necessary contract modifications and preparing reports of Contractor performance and cost.

The COR may use the form(s) included in the Appendices to perform the inspection or other forms as approved by the CO.

3.2.3 Customers

Customers or organizations/offices that the Contractor provided support may be requested to assist the COR in conducting QA to provide information relating to the Contractor's performance through Customer Feedback. Information gained from the Customer Feedback may be used in conjunction with other methods of observation to rate the performance of the Contractor.

Section 4: Surveillance Methods to Perform Quality Assurance

4.1 Surveillance Methods

The surveillance methods used in the QA process are the Government's tools to monitor the Contractor's products and services. The best means of determining whether the Contractor has met all contract requirements is to inspect the Contractor's service products and analyze the results. Further, documented inspection results are an effective tool in contract administration that can confirm the successful achievement of all performance requirements or highlight areas where defects exist, and improvements are necessary.

4.1.1 Quarterly Sampling

Quarterly inspections of the individual Performance Requirements (Appendix A) will be conducted during the period of performance. Discrepancies will be recorded on the attached report form (Appendix B).

4.1.2 Performance Standards and AQLs

Due to the hazardous nature of this service, each performance requirement will be considered acceptable at the 100% level.

4.2 Analysis and Results

When the quarterly inspections and validations have been completed, the COR will perform an analysis of the Contractor's performance. The purpose of the analysis is to ensure Government is receiving high-quality products and services from the Contractor. The COR will review the results, rate the Contractor's compliance with the performance standards and AQLs, and characterize the Contractor's overall performance. Analysis of all types of contract monitoring will result in one of the following outcomes:

4.2.1 Satisfactory Performance

Satisfactory performance is the result of the Contractor consistently meeting the performance standards with no significant deficiencies.

4.2.2 Unsatisfactory Performance

Unsatisfactory performance is the result of the Contractor failing to consistently meet the performance standards, or if there are ongoing issues that are not promptly addressed.

[THIS PAGE IS FOR INFORMATIONAL PURPOSES]

The Contacting Officer must include as attachments or exhibits the appropriate performance requirement summary, forms, checklists, etc. in the QASP that will be used during surveillance / monitoring for the applicable contract.

Appendix A: Performance Requirement Summary

Performance Requirement Summary			
Requirement	**Standard Quality Level**	**Acceptable Quality Level**	**Method of Surveillance**
1. All work performed by the Contractor shall comply with all current applicable Federal, state and local laws and regulations.	100%	100%	Quarterly Inspection
2. All waste materials shall be removed and treated as regulated by the EPA in vehicles permitted and placarded to haul Biological/Infectious Waste. The contractor shall prepare and use applicable profiles, manifest, package labeling, and truck placarding for the wastes retrieved.	100%	100%	Quarterly Inspection
3. The contractor shall furnish all supplies and provide rigid reusable containers and liners that meet all applicable Federal, State, and local regulations for transfer and removal of Biological/Infectious and Medical Waste, 6.2, UN3291, Unspecified. All supplies shall be included in the price including one liner per rigid container. Containers shall be provided in two sizes: a smaller container of approximately 28-30 gallons capacity and a larger wheeled container to hold approximately 96 gallons.	100%	100%	Quarterly Inspection
4. The contractor shall supply rigid reusable biological sharps containers that meet all applicable Federal, State, and local regulations for transfer and removal of Biological/Infectious and Medical Waste, 6.2, UN3291, Unspecified.	100%	100%	Quarterly Inspection
5. The contractor shall be responsible for the pickup of filled biological waste and biological sharps containers from a central location at ERRC on a weekly basis, preferably on Friday. Removal, treatment, and final disposal shall be performed in accordance with applicable Federal, State, and local regulations.	100%	100%	Quarterly Inspection

6. The Contractor shall be solely responsible for any and all spills or leaks and subsequent clean ups that may be required during the performance of this contract which occur as a result of or are contributed to by the actions of its agents, employees, or subcontractors. The Contractor shall remediate such spills or leaks to the satisfaction of the Agricultural Research Service and in a manner that complies with applicable Federal, state, and local laws and regulations. The remediation shall be at no cost to ARS. The Contractor shall report all such spills or leaks, regardless of their quantity, to the USDA Wyndmoor facility immediately. A written follow-up report shall be submitted to the USDA Wyndmoor facility no later than 24 hours after the initial telephonic report	100%	100%	Quarterly Inspection
7. The Contractor shall perform all operations in a prudent, conscientious, safe and professional manner. At a minimum, Contractor's personnel and equipment shall comply with applicable state, Federal, and local laws, safety regulations and procedures, and contractor shall ensure that its agents, employees, and subcontractors perform in a safe manner. The Contractor shall ensure that all personnel involved in handling and packaging the Biological/Infectious and Medical Waste, 6.2, UN3291, Unspecified are trained for the level of expertise required for the proper performance of the task. Handling and personnel protective equipment shall be provided by the contractor and shall be appropriate to ensure safe handling Biological/Infectious and Medical Waste, 6.2, UN3291, UNSPECIFIED waste. The Contractor personnel and equipment shall be subject to safety inspections by Agricultural Research Service personnel and state authorities while on ARS property	100%	100%	Quarterly Inspection
8. The contractor shall provide ERRC with a manifest and proof of destruction for each pickup detailing weight of waste removed within 30 days of pickup.	100%	100%	Quarterly Inspection
9. The Contractor shall prepare a Certificate of Disposal. This certificate shall be submitted prior to the invoice submittals. Any discrepancies between the contract inventory and what was actually picked up or disposed of shall be thoroughly described and documented	100%	100%	Quarterly Inspection

Appendix B: Discrepancy Report

DISCREPANCY REPORT			1. DISCREPENCY REPORT NO.
2. **TO:** (Contractor / Project Manager Name)		3. **FROM:** (Name of COR)	
CONTRACT NUMBER:		**DATE:**	
PREPARED	**ORAL NOTIFICATION**	**RETURNED BY CONTRACTOR**	**ACTION COMPLETE**
4. **DISCREPENCY OR PROBLEM** (Describe in Detail. Include PWS references. Attach Continuation Sheet if Necessary)			
5. **SIGNATURE OF COR**			
6. **TO:** (Name of COR)		7. **FROM:** (Contractor / Project Manager)	
8. **CONTRACTOR RESPONSE AS TO CAUSE, EFFECT, CORRECTIVE ACTION AND ACTIONS TO PREVENT RECURRENCE** (Attach Continuation Sheet if necessary. Cite applicable Contractor QC program procedures or new QC procedures)			
9. **SIGNATURE OF CONTRACTOR REPRESENTIVE**		10. **DATE**	
11. **GOVERNMENT EVALUATION** (Acceptance, partial acceptance, or rejection. Attach Coordination Sheet if necessary)			
12. **GOVERNMENT ACTIONS** (Cure notice, show cause, other)			

CLOSE OUT			
	NAME AND TITLE	**SIGNATURE**	**DATE**
KTR NOTIFIED			
COR			

Appendix C: Surveillance Activity Checklist

The following document is only an example, which is not all inclusive, that can be revised and used, if applicable, in the QASP as attachments or exhibits.

Performance Requirement	Performance Standard	Method of Measurement	Performance Metrics	Method of Surveillance	Date Accomplished	Compliance (Exceed, Met, Partial Met)
1				**Quarterly Sampling**		
2				**Quarterly Sampling**		
3				**Quarterly Sampling**		
4				**Quarterly Sampling**		
5				**Quarterly Sampling**		
6				**Quarterly Sampling**		
7				**Quarterly Sampling**		
8				**Quarterly Sampling**		
9				**Quarterly Sampling**		

Appendix D: Example Guide / Inspection List

The following document is only an example, which is not all inclusive, that can be revised and used, if applicable, in the QASP as attachments or exhibits.

CONTRACT NUMBER: _____

SERVICE FUNCTION: _____

PWS SECTION: _____

1	**Method of Surveillance:**			
2	**Lot Size:**			
3	**Sample Size:**			
4	**Performance Requirement:** Performance is Excellent (E) when _____or fewer defects are discovered per month. Performance is Satisfactory (S) when _____or fewer defects are discovered per month. Performance is Unsatisfactory (U) when _____or more defects are discovered per month.			
5	**Sampling Procedure:** Instructions on how to select the sample must be clear and complete			
6	**Inspection Procedure:** The procedure must be detailed enough to allow a yes/no objective decision as to the acceptability of performance by anyone making the inspection. Explain when evaluation is to occur and what is acceptable/unacceptable			
		Performance: Excellent (E), Satisfactory (S), Unsatisfactory (U), Not Applicable (N/A)		
	PRS Requirements	**Timeliness**	**Quality of Work**	**Notes**
	Overall Rating Of Inspection (E, S, U or N/A)			

COR/Inspector Comments: _____

_____

Contractor Signature: _____ Date: _____

COR Signature: _____Date: _____