## PERFORMANCE WORK STATEMENT

# Portable Latrines and Hand Wash Stations Rental & Service

## PART 1 GENERAL INFORMATION

- **1.1.** <u>General</u>: This is a non-personal services contract to provide portable latrines and hand wash stations to the United States Army Alaska (USARAK). The government shall not exercise any supervision or control over the contract service providers performing the services herein. Such contract service providers shall be accountable solely to the contractor who, in turn is responsible to the government.
- 1.1.1. <u>Description of Service</u>: The contractor shall provide all personnel, equipment, supplies, facilities, transportation, tools, materials, supervision, and other items and non-personal services necessary to provide Portable Latrines and Hand Wash Stations as defined in this Performance Work Statement (PWS) except for those items specified as government furnished. The contractor shall perform to the standards in this contract.
- 1.1.2. <u>Background</u>: USARAK provides trained and ready forces in support of worldwide-unified land operations, and supports the United States Indo-Pacific Command (USINDOPACOM) Theater Security Cooperation Program in order to contribute to a stable and secure operational environment.
- 1.1.3. <u>Objective</u>: The objective of this service contract is to provide safe, sanitary, healthy, and reliable conditions for USARAK's soldiers and community.
- 1.1.4. Scope of Work: The required services include rental, delivery, set-up, pumping, cleaning, refill, restock, dismantling, pickup, and relocation of portable latrines and hand wash stations. All portable latrines and hand wash stations must be clean, serviceable and in complete working order at the time of delivery. Contractor shall perform the required services in accordance with the specifications in this PWS, and all local, state and federal laws and regulations.
- 1.1.5. <u>Place of Performance</u>: The work to be performed under this contract will be in Alaska at the Joint Base Elmendorf-Richardson (JBER) cantonment area and areas of responsibility.
- 1.1.6. <u>Period of Performance</u>: The period of performance shall be for one base year and two option years. FAR clause 52.217-8 will be added to the contract and exercise as needed. The period of performance is as follows:

Period	Period Start Date	Period End Date
Base Year	29 September 2022	28 September 2023
Option Year 1	29 September 2023	28 September 2024
Option Year 2	29 September 2024	28 September 2025
52.217-8 Option	29 September 2025	28 March 2026

1.1.7. <u>Federal Observed Holidays</u>: The contractor shall not be required to perform services on any of the recognized federal holidays. When a federal holiday occurs on a Saturday, federal employees are normally granted the previous Friday as the holiday observance. When a federal holiday occurs on a Sunday, federal employees are normally granted the following Monday as the holiday observance. The contractor shall work on the days the government is scheduled to work. Below is the list of recognized federal holidays:

Federal Holiday	Month
New Year's Day	January
Martin Luther King Jr's Birthday	January
President's Day	February
Memorial Day	May
Juneteenth Day	June
Independence Day	July
Labor Day	September
Columbus Day	October
Veteran's Day	November
Thanksgiving Day	November
Christmas Day	December

- 1.1.8. <u>Hours of Operation</u>: The contractor is responsible for conducting business, between the hours of 8:00 AM and 5:00 PM, Monday thru Friday, except federal holidays or when the government installation and/or training area is closed due to local or national emergencies, administrative closings, or similar government directed closings. The contractor must at all times maintain an adequate workforce for the uninterrupted performance of all tasks defined within this PWS when the government installation and/or training area is not closed for the above reasons.
- 1.1.9. <u>Type of Contract</u>: The government will award a Firm-Fixed Price (FFP), service contract.
- 1.1.10. <u>Post Award Conference/Periodic Progress Meetings</u>: The contractor agrees to attend any post award conference convened by the contracting activity or contract administration office in accordance with Federal Acquisition Regulation (FAR) Subpart 42.5. The Contracting Officer, Contracting Officer's Representative, and other government personnel, as appropriate, may meet periodically with the contractor to review contractor's performance. At these meetings, the Contracting Officer will apprise the contractor of how the government views the contractor's performance and the contractor will apprise the government of problems, if any, being experienced.

Appropriate action shall be taken to resolve outstanding issues. These meetings shall be at no additional cost to the government.

- 1.1.11. Contractor Personnel Conduct: Contractor personnel's conduct shall not reflect discredit upon the government. The contractor shall ensure that personnel present a professional appearance. The contractor's employees shall observe and comply with all local policies and procedures concerning fire, safety, environmental protection, sanitation, security, and possession of firearms or other lethal or illegal weapons or substance. The contractor is responsible for ensuring that any contractor employee providing services under this contract conduct themselves and perform services in a professional, safe, and responsible manner. The contractor shall remove from the job site any employee for reasons of misconduct or security. Contractor employees must avoid improperly influenced in the execution of their duties under the contract. Particular attention should be paid to acceptance of gifts/ gratuities, and on non-disclosure of sensitive or classified information. The contractor shall ensure no contractor employees conduct political related activities or events on any government installation and/or training area.
- 1.1.12. <u>Changes</u>: The government reserves the right to make changes, additions, or deletions to this contract at any time. Changes will only be authorized by a Contracting Officer.
- 1.1.13. <u>Invoicing</u>: All contractor invoices shall be submitted via Wide Area Work Flow (DFARS 252.232-7006) using contract line item numbers (CLINs). The contractor shall be required to establish account(s), access method(s), log-in(s), and necessary training in order to submit invoices through WAWF. Invoices not submitted via WAWF shall not be accepted or paid.

### 1.2. Compliance:

- 1.2.1. <u>Inspection and Acceptance</u>: Inspection and acceptance will be at the location specified on each order. The designated Contracting Officer's Representative (COR) will act as the representative of the Contracting Officer for purposes of inspection and acceptance of services to ensure compliance with the terms, conditions, and specifications of the subject contract. The COR has no authority to make any changes to the terms and conditions of the contract.
- 1.2.2. Quality Control Plan (QCP): The contractor shall develop and maintain an effective QCP to ensure services are performed in accordance with this PWS. The contractor shall develop and implement procedures to identify, prevent, and ensure non-recurrence of defective services. The contractor's QCP is the means by which the contractor assures that their work complies with the requirements of the contract. The contractor's QCP shall be provided to the Contracting Officer and Contracting Officer Representative within 30 days after contract award. After acceptance of the QCP, the contractor shall receive the Contracting Officer's acceptance in writing of any proposed change to his/her QC system.

- 1.2.3. <u>Quality Assurance</u>: The government shall evaluate the contractor's performance under this contract in accordance with the Quality Assurance Surveillance Plan (QASP). This plan is primarily focused on what the government must do to ensure that the contractor has performed in accordance with the performance standards. It defines how the performance standards will be applied, the frequency of surveillance, and the minimum acceptable defect rate(s).
- 1.2.4. <u>Special Qualifications</u>: The contractor shall, at no additional cost to the government, obtain all licenses and permits required for performance of work and for complying with all applicable local, state, and federal laws and regulations.

#### 1.3. Government Key Personnel:

- 1.3.1. Contracting Officer (KO): The KO is the only person with the authority to: (1) enter into, administer, and or terminate contracts; (2) make related determinations and findings on behalf of the government; and (3) legally bind the government. The KO shall ensure that the contractor receives impartial, fair, and equitable treatment under this contract. The KO shall determine and document the final assessment of the contractor's performance in the government's past performance tracking system.
- 1.3.2. Contracting Officer's Representative (COR): The COR is authorized to perform the following functions: (1) assure that the contractor performs the technical requirements of the contract; (2) perform inspections necessary in connection with contract performance; (3) maintain written and oral communications with the contractor concerning technical aspects of the contract; (4) monitor contractor's performance and notifies both the Contracting Officer and Contractor of any deficiencies; (5) coordinate availability of government furnished property; and (6) provide site entry of contractor personnel. A letter of designation issued to the COR, a copy of which is sent to the contractor, states the responsibilities and limitations of the COR, especially with regard to changes in cost or price, estimates or changes in delivery dates. The COR is not authorized to change any of the terms and conditions of the contract and any resulting order.
- 1.3.3. <u>Contract Specialist (KS)</u>: The KS performs assigned pre-award functions, and assigned post-award functions related to the administration of contracts.

#### 1.4. Contractor Key Personnel:

1.4.1. <u>Contract Manager</u>: The contractor shall provide a contract manager who shall be responsible for the performance of the work. The name of this person and an alternate who shall act for the contractor when the manager is absent shall be designated in writing to the KO. The contract manager or alternate shall have full authority to act for the contractor on all contract matters relating to daily operation of this contract. The contract manager or alternate shall be available between 8:00 AM to 5:00 PM, Monday thru Friday, except Federal holidays or when the government installation and/or training

area is closed due to local or national emergencies, administrative closings, or similar government directed closings.

- 1.4.2. <u>Quality Manager</u>: The contractor shall provide a contract quality manager who shall be responsible for the contractor's quality control program to ensure services are performed in accordance with the PWS.
- **1.5.** <u>Security</u>: The contractor shall follow installation procedures as required by the installation Provost Marshall Office, Directorate of Emergency Services or Security Office.
- 1.5.1. <u>Physical Security</u>: The contractor shall be responsible for safeguarding all government equipment, information and property provided for contractor use. At the close of each work period, government facilities, equipment, and materials shall be secured.
- 1.5.2. <u>Key Control</u>: No keys or key cards shall be issued to the contractor under this contract.
- 1.5.3. Contractor Access to Government Installations and/or Training Areas: The contractor shall comply with requirements of electronic or web-based systems for vehicle and personnel passes in order to gain unfettered access to government installations and/or training areas and the contractor shall bear any and all costs incurred. Any identification provided by the installation shall be surrendered to the Provost Marshall Office, Directorate of Emergency Services or Security Office upon completion or termination of the contract or 24 hours upon termination of an individual's employment. The contractor shall ensure personnel and company vehicles are identifiable with name tags and signs. Contractor employees are subject to investigative background checks.
- 1.5.4. <u>Identification of Contractor Employees</u>: All contractor personnel shall be easily identifiable as contractor employees by means of distinctive clothing, badges, identification credentials, or other suitable method approved by the government. All contractor personnel working in situations where their contractor status is not obvious to third parties are required to identify themselves as such to avoid creating an impression in the minds of members of the public that they are government officials. They must also ensure that all documents or reports produced by contractors are suitably marked as contractor products or that contractor participation is appropriately disclosed.
- 1.5.5. <u>Contractor Vehicles and Vehicle Registration</u>: Contractor vehicles operating within the boundaries of government installations and/or training areas are required to have the contractor's name clearly visible and affixed to both sides of the vehicle. All vehicles provided by the contractor or subcontractors shall be in an operable condition and meet or exceed federal, state, and local safety requirements. All motor vehicles the contractor, contractor employees or subcontractors drive within the boundaries of

government installations and/or training areas shall be registered with the Provost Marshall Office, Directorate of Emergency Services or Security Office.

- 1.5.6. Antiterrorism (AT) and Operations Security (OPSEC): The contractor shall provide resources to inform employees of the criticality of protecting sensitive information or activities they may observe while servicing the installation. Contractor employees are required to practice "positive operations security" (OPSEC) by protecting sensitive information or operations. Do not publicly disseminate or publish photographs displaying critical or sensitive information. Examples include but are not limited to: observed training or exercise events, personnel/vehicle convoy or bivouac sites, observed weapons or equipment employment, destroyed or damaged equipment, and the protective measures of government installations and/or training areas.
- **1.6.** <u>Safety</u>: Contractor activities shall be conducted in a safe manner that minimizes accidents as well as any impacts on Army operations and members of the public. Contractor shall comply with applicable federal, state, and local codes and standards, including safety and occupational health requirements, as well as any additional specific requirement contained in this PWS.
- 1.6.1 Emergency Medical Services: The contractor shall have competent personnel trained and capable of dealing with minor personnel injuries. The contractor's employees shall immediately notify their supervisor of any accident requiring emergency medical treatment. The contractor will, in turn, notify the Contracting Officer or Contracting Officer's Representative within 30 minutes of the incident. Emergency medical treatment and services for contractor personnel is the responsibility of the contractor.
- 1.6.2. <u>Safety Compliance</u>: The contractor and its subcontractors shall comply with the Occupational Safety and Health Act (OSHA) and the Environmental, Safety, and Occupational Health (ESOH). These requirements shall be incorporated into the Contractor's Safety and Health Program.
- 1.6.3. <u>Cell Phones</u>: Hand held cell phone usage and texting are not authorized while driving on government installations and/or training areas.
- 1.6.4. <u>Seat Belts</u>: Vehicle operators and passengers are required to wear seat belts at all times while driving on government installations and/or training areas.
- 1.6.5. <u>Mishap Notification and Investigation</u>: The contractor and its subcontractors shall promptly report pertinent facts regarding mishaps involving government property damage or injury to government personnel and to cooperate in any resulting safety investigation. The contractor shall notify (via telephone) the KO, COR, and/or other applicable members within 4 hours of all mishaps or incidents. The government person notified by the contractor will in-turn notify the Safety Office. Contractor notifications made after duty hours shall be reported to the appropriate installation Command Post. If requested by the KO and/or COR, the contractor shall immediately secure the mishap

scene/damaged property and impound pertinent maintenance and training records until released by the investigating safety office. If the government investigates the mishap, the contractor and the subcontractors shall cooperate fully and assist the government personnel until the investigation is completed.

#### PART 2 SPECIFIC TASKS

**2.1.** <u>General</u>: The contractor shall provide all personnel, equipment, supplies, facilities, transportation, tools, materials, supervision, and other items and non-personal services necessary to provide Portable Latrines and Hand Wash Stations as defined in this PWS except for those items specified as government furnished. The contractor shall perform to the standards in this contract.

The services required under this contract include rental, delivery, set-up, pumping, cleaning, refill, restock, dismantling, pickup, and relocation of portable latrines and hand wash stations. All portable latrines and hand wash stations must be clean, serviceable and in complete working order at the time of delivery. Contractor shall perform the required services in accordance with the specifications in this PWS, and all local, state and federal laws and regulations.

The equipment to be provided under this service contract shall be of standard configuration available in the commercial marketplace.

- 2.2. Rental of Latrines: The contractor shall provide heated, non-heated, and handicap portable latrines that are clean and in serviceable condition. The contractor shall only furnish single units. All portable latrines shall be standard commercially available type, securely mounted on skids, with self-closing and tight fitting locking door, coat hook, hand sanitizer dispenser, urinal, hinged toilet seat, and a lockable toilet tissue holder that will hold at least two rolls of toilet tissue. The urinals and toilet seats shall be made of stainless steel, plastic (fiberglass), or other substantial material having a non-absorbent finish. A portable latrine consisting of a urinal, a sitting toilet, a toilet tissue dispenser, and a hand sanitizer dispenser is considered as one unit for the purpose of this contract.
- 2.2.1. <u>Heated Latrines</u>: Heated latrines will be ordered and utilized only where a power source is available. The power source for heated latrines will be either an electrical outlet from a building (including extension cords) or a portable generator provided by the government. The heaters shall be affixed to a wall/ceiling of the latrine in an area which will not endanger the occupants. Space heaters designed specifically for use on the floor shall not be modified for use as a wall/ceiling unit.
- 2.2.2. <u>Handicap Latrines</u>: All handicapped accessible portable latrines provided by the contractor shall be in compliance with the Americans with Disabilities Act (ADA). Handicap portable latrines shall only be use within the installation up to a 5-mile radius.
- 2.2.3. <u>Tissue Dispensers</u>: A tissue dispenser shall be provided and attached to the interior of each portable latrine. Each unit shall be stocked with a minimum of two rolls of toilet tissue at initial setup and fully restocked at each service interval. The contractor shall furnish all supplies.

- 2.2.4. <u>Hand Sanitizer Dispensers</u>: A hand sanitizing dispenser shall be provided and attached to the interior of each portable latrine. The dispenser shall be constructed in such a manner as to dispense measured quantities of hand sanitizer and shall be refilled to capacity at each servicing. The contractor shall furnish all supplies.
- 2.3. Rental of Hand Wash Stations: The contractor shall provide portable hand wash stations that are clean and in serviceable condition. Any combination of single or multiple sink stations can be used to meet the requirements specified on each task order. The contractor shall provide hand wash stations with fresh water, hand soap, paper towels, and trash cans. Stations will be self-contained requiring no outside utility hookups (water, electricity, etc.) and be provided with water tankage. A hand wash station consisting of a single water tank with a single or multiple sink(s), paper towel dispenser(s), soap dispenser(s), and trash can(s) is considered as one unit for the purpose of this contract. Hand wash stations shall only be available from 15 May to 15 September; however, hand wash stations shall be in a heated tent when temperatures reach 40 degrees Fahrenheit or below to avoid freezing or damage of hand wash stations.
- 2.3.1. <u>Paper Towel Dispensers</u>: A water resistant paper towel dispenser shall be provided and attached to each hand wash station. For multiple sink stations, the number of paper towel dispensers must match the number of sinks. Each dispenser shall be fully stocked with paper towel at initial setup and fully restocked at each service interval. The contractor shall furnish all supplies.
- 2.3.2. <u>Soap Dispensers</u>: A pump type soap dispenser shall be provided and attached to each hand wash station. For multiple sink stations, the number of soap dispensers must match the number of sinks. The dispensers shall be constructed in such a manner as to dispense measured quantities of soap. Each dispenser shall be fully stocked with soap at initial setup and fully refilled at each service interval. The contractor shall furnish all supplies.
- **2.4.** <u>Delivery of Contractor Equipment</u>: Delivery shall be performed in accordance with the terms of each task order. The contractor shall make contact with the COR prior to delivery. The contractor shall verify with the COR, the time, date and location point for delivery of contractor equipment. This verification shall take place a minimum of 24 hours in advance of making a delivery.

The contractor will not be required to deliver equipment to locations exceeding the capability of their delivery equipment. For example, delivery locations which could cause damage to the contractor's vehicle(s), equipment, or driver(s). If a location can be reached by installing tire chains and would allow the driver(s) to reach the location and not otherwise damage the delivery vehicle(s), latrine(s), hand wash station(s), or cause injury to the driver(s), the contractor shall install the tire chains. The contractor shall be responsible for assessing the situation and making a determination as to whether the locations can be reached safely. It is expected as specified in this paragraph, that the contractor will make "good faith" attempt to reach any given location. Any disagreement

between the government and the contractor regarding whether a location can be reached safely, will be subject to the "Disputes" clause of the contract.

- 2.4.1. <u>Delivery Location</u>: The location of services will be specified on each task order.
- **2.5.** <u>Pumping, Cleaning, and Waste Disposal</u>: Periodic pumping, cleaning, maintenance, and/or waste disposal shall be performed on all contractor equipment in accordance with the terms of each task order, and following the specifications in this PWS and all applicable local, state and federal laws and regulations. The disposal of waste is the sole responsibility of the contractor.
- 2.5.1. <u>Latrines</u>: The cleaning of latrines shall include complete removal of all waste, trash, debris, and cleaning the inside of the waste tank. The waste tank shall be recharged with sufficient chemicals to ensure an odorless unit. Latrines shall be fully sanitized, restocked and in functional conditions.
- 2.5.2. <u>Hand Wash</u>: The cleaning of hand wash stations shall include complete removal of all gray water, trash, and debris. Each unit shall have water tank(s) fully refilled and dispenser(s) restocked and in functional conditions.
- 2.5.3. <u>Spillage</u>: Contractor shall take extreme care to prevent any spillage of waste from tank contents. In the event a spillage does occur, the contractor shall thoroughly clean the entire area contaminated by the spill, in accordance with Occupational Safety and Health Administration (OSHA), Base Health and Safety, and all applicable local, state and federal laws and regulations. The contractor shall remove all contamination at their expense, prior to leaving the area.
- 2.5.4. <u>Frequency of Services</u>: The frequency of services will be specified on each task order.
- **2.6.** Relocation of Contractor Equipment: The contractor shall be required to relocate or move equipment after receipt of written notification from the Contracting Officer (via email). The services shall be completed within the timeframe mutually agreed upon between the Contracting Officer and contractor. Relocation services shall be scheduled on days that equipment is scheduled for service. No relocation or movement will occur without the Contracting Officer's approval. Only the contractor is authorized to relocate or move contractor equipment.
- **2.7.** <u>Inspection of Contractor Equipment</u>: The contractor and the COR will inspect all equipment and note their general condition and any damages. All equipment shall be inspected at the time of delivery, relocation, and pick up.
- 2.7.1. <u>Inspection at Time of Delivery</u>: Before any contractor equipment is accepted by the government, an inspection shall be performed at the time of delivery to ensure that the contractor has provided equipment that conforms to the agreed upon specifications.

If the inspection is not satisfactory, the contractor has 2 days to correct the discrepancies (at contractor's cost) or the government will not accept the equipment.

- 2.7.2. <u>Inspection at Time of Relocation and Pick Up</u>: Before any contractor equipment is relocated or pick up by the contractor, an inspection shall be performed at the time of relocation or pick up to ensure that their condition have not changed from the time of delivery.
- **2.8.** <u>Identification of Contractor Equipment</u>: All contractor equipment shall have affixed to the exterior, the contractor's name, a unique serial number and the contractor's telephone number. The information shall be clearly visible at all times.
- **2.9.** Removal of Contractor Equipment: The contractor shall remove all their equipment within 5 days after the last day of scheduled use or after notification from the Contracting Office.
- **2.10.** Emergency Services: Services may be required after 5:00 PM, Monday thru Friday and on weekends. These services are provided under extreme circumstances and must be authorized by the Contracting Officer. For emergency response, the contractor shall respond and provide services within 2 to 4 hours of notification depending on the location. The government lack of planning does not constitute an emergency.
- **2.11.** <u>Cancellation of Services</u>: The COR is responsible to notify the Contracting Officer in writing (via email) of any cancellation of services. This notification shall take place a minimum of 24 hours prior to delivery or relocation. Last minute cancellations may incur a cancellation fee as determined by the Contracting Officer.
- **2.12.** Loss or Damages to Contractor Equipment: Loss or damages to contractor equipment due to government misused, negligence, and/or unauthorized relocation will be the responsibility of the government. The contractor shall immediately notify the KO and COR of any loss or damages to contractor equipment.
- **2.13.** On-Time Delivery/ Relocation/ Pick Up: The contractor shall be on time for all deliveries, relocations, and/or pick-ups. In the event of a delay due to an accident, inclement weather, or natural disasters, the contractor shall call the COR as soon as possible to notify them of the delay.
- **2.14.** <u>Missed Delivery/ Relocation/ Pick Up</u>: The contractor is required to wait 20 minutes after arrival at designated delivery, relocation, or pick up location. The contractor shall attempt to contact the COR by telephone and by any other point of contact information provided to the contractor. If the customer cannot be located, the contractor shall contact the KO immediately. The KO will attempt to contact the COR. If the COR cannot be reached, the KO will authorize the contractor to depart the premises. The COR will be responsible to reschedule any missed deliveries, relocations, or pick ups.

**2.15.** <u>Contractor Notification of Services</u>: Notification of services will be issued by the Regional Contracting Office - Alaska (RCO-AK). No services will be provided on weekends or federal holidays. Upon receiving written notification, the contractor shall notify RCO-AK with a receipt of acknowledgement.

## PART 3 APPENDICES

Appendix 1 – Performance Requirements Summary

Appendix 2 – Deliverables Schedule

Appendix 3 – Furnished Material / Property / Equipment / Utilities

Appendix 4 – Definitions

Appendix 5 – Acronyms

Appendix 6 – References

### **APPENDIX 1 - PERFORMANCE REQUIREMENTS SUMMARY**

The contractor service requirements are summarized into performance objectives that relate directly to mission essential items. The performance threshold briefly describes the minimum acceptable levels of service required for each requirement. These thresholds are critical to mission success. The government expects the contractor to perform at a minimum, the identified acceptable levels throughout the life of the contract, and the contractor's performance shall be given significant consideration when evaluating recommendations for future government contracts and/or awards.

Performance Objectives: Describe the work that is to take place.

Standards: Describe the desired results that are to be achieved.

<u>Performance Threshold</u>: The contractor shall be rated acceptable or unacceptable based upon the scores of all inspections for a month. Deficiencies will be noted for each month for each performance objective item. This number is identified as the performance threshold.

- Acceptable Performance: Acceptable performance is achieved if Government inspections scores are 90% or above. The Contractor's acceptable performance will be rated in COR reports and in the Contractor Performance Assessment Reporting System (CPARS) as Satisfactory, Very Good, or Exceptional.
- Unacceptable Performance: Unacceptable performance is achieved if Government inspection scores fall below 90% or work specified by contract is incomplete. If the performance is deemed unacceptable for any objective (required task), the COR will determine the possible cause of this unacceptable performance. Unacceptable performance caused by actions of the Contractor shall be reported to the Contractor's on-site representative, and request his or her signature on documentation acknowledging notification. Unacceptable performance caused by actions of the Government shall not be held against the Contractor. If the Contractor disputes the results of surveillance, the COR must refer the Contractor to the KO for resolution. The Contractor's unacceptable performance will be rated in COR reports and in CPARS as Marginal or Unsatisfactory.

<u>Method of Surveillance</u>: The government will monitor the contractor's service performance using 100% inspection methods as detailed in the QASP. Government has the right to change or modify inspection methods at its discretion.

Performance Objectives	Performance Standard	Performance Threshold	Methods of Surveillance	Incentive
Portable Latrines - Rental and Servicing	Provide rental, delivery, setup, pumping, cleaning, refill, restock, dismantling, pickup and relocation of portable latrines as specified in Part 2 of this PWS and IAW the terms of each task order.	Meets 90% of the standard specified in Part 2 of this PWS and IAW the terms of each task order.	100% Inspection by Government Representative	Contractor's acceptable performance will be rated as Satisfactory, Very Good, or Exceptional in COR Reports and CPARS. Contractor's unacceptable performance will be rated as Marginal or Unsatisfactory in COR Reports and CPARS.
Portable Hand Wash Stations - Rental and Servicing	Provide rental, delivery, setup, pumping, cleaning, refill, restock, dismantling, pickup, and relocation of portable hand wash stations as specified in Part 2 of this PWS and IAW the terms of each task order.	Meets 90% of the standard specified in Part 2 of this PWS and IAW the terms of each task order.	100% Inspection by Government Representative	Contractor's acceptable performance will be rated as Satisfactory, Very Good, or Exceptional in COR Reports and CPARS. Contractor's unacceptable performance will be rated as Marginal or Unsatisfactory in COR Reports and CPARS.
Emergency Services	Respond and provide emergency services as specified in Part 2 of this PWS and IAW the terms of each task order.	Meets 90% of the standard specified in Part 2 of this PWS and IAW the terms of each task order.	100% Inspection by Government Representative	Contractor's acceptable performance will be rated as Satisfactory, Very Good, or Exceptional in COR Reports and CPARS. Contractor's unacceptable performance will be rated as Marginal or Unsatisfactory in COR Reports and CPARS.

## **APPENDIX 2 - DELIVERABLES SCHEDULE**

Deliverable	Frequency	Quantity	Format	Submit To
Quality Control Plan	No later than 30 days after receipt of contract award. An updated copy shall be provided to the KO and COR as changes occur.	1	PDF	Submit to KO and COR via email.
List of Contractor Key Personnel and Point of Contacts	No later than 5 days after receipt of contract award. An updated copy shall be provided to the KO and COR as changes occur.	1	PDF	Submit to KO and COR via email.
Invoices	Invoices will be submitted IAW with DFARS 252.232-7003 and 252.232-7006.	1	Electronic	Submit via WAWF.
Reports and/or Any Other Documentation as Required by the Contracting Office	No later than 5 days after notification from the Contracting Officer.	1	PDF or Electronic	Submit to KO via email.

#### APPENDIX 3 - FURNISHED MATERIAL / PROPERTY / EQUIPMENT / UTILITIES

**A.3.1.** Government Furnished Material / Property / Equipment / Utilities: The government will not furnish any property, equipment, materials, and services to the contractor under the terms of this contract, unless specified below.

Government Furnished Property	None
Government Furnished Equipment	None
Government Furnished Material	None
Government Furnished Utilities	None

**A.3.2.** Contractor Furnished Material / Property / Equipment / Utilities: The contractor shall furnish all personnel, equipment, supplies, facilities, transportation, tools, materials, supervision, and other items and non-personal services necessary to provide the services required in this PWS. The contractor shall perform to the standards in this contract.

Contractor Furnished Material	As specified in this PWS
Contractor Furnished Property	As specified in this PWS
Contractor Furnished Equipment	As specified in this PWS
Contractor Furnished Utilities	None

#### **APPENDIX 4 - DEFINITIONS**

Alternate Contracting Officer's Representative (ACOR). An employee of the U.S. government provided by the Requiring Agency and appointed by the Contracting Officer to provide support to CORs in monitoring and documenting the contractor's performance. These alternate surveillance support personnel will serve as on-site representatives of the COR in performance of actual contract surveillance if they meet all COR training, experience requirements, and are appointed by the KO as an ACOR.

<u>Contractor</u>. A supplier or vendor awarded a contract to provide specific supplies or service to the government. The term used in this contract refers to the prime.

<u>Contracting Officer (KO)</u>. A person with the authority to enter into, administer, and/or terminate contracts, and make related determinations and findings on behalf of the government. Note: The only individual who can legally bind the government.

Contracting Officer's Representative (COR). An employee of the U.S. government appointed by the Contracting Officer to administer the contract. Such appointment shall be in writing and shall state the scope of authority and limitations. This individual has authority to provide technical direction to the contractor as long as that direction is within the scope of the contract, does not constitute a change, and has no funding implications. This individual does NOT have authority to change the terms and conditions of the contract.

<u>Day.</u> For the purpose of this contract, a day will constitute a calendar day.

<u>Defective Service</u>. A service output that does not meet the standard of performance associated with the Performance Work Statement.

<u>**Deliverable.**</u> Anything that can be physically delivered, but may include non-manufactured things such as meeting minutes or reports.

<u>Duty Hours</u>. For the purpose of this contract, it refers to the hours of operation, which is between the hours of 8:00 AM and 5:00 PM, Monday thru Friday except federal holidays or when the government installation and/or training area is closed.

**Emergency.** For the purpose of this contract, an emergency will constitute any occasion or instance for which, in the determination of the Contracting Officer, services are needed to protect property and public health and safety. Lack of planning is not considered an emergency.

**Equipment**. A tangible item that is functionally complete for its intended purpose, durable, nonexpendable, and needed for the performance of a contract. Equipment is not intended for sale, and does not ordinarily lose its identity or become a component part of another article when put into use. Equipment does not include material, real property, special test equipment or special tooling.

Government Furnished Property (GFP). Property in the possession of, or directly acquired by, the government and subsequently furnished to the contractor for performance of a contract. Government-furnished property includes, but is not limited to, spares and property furnished for repair, maintenance, overhaul, or modification. Government-furnished property also includes contractor-acquired property if the contractor-acquired property is a deliverable under a cost contract when accepted by the government for continued use under the contract.

**Government Property.** All property owned or leased by the government. Government property includes both government-furnished property and contractor-acquired property. Government property includes material, equipment, special tooling, special test equipment, and real property. Government property does not include intellectual property and software.

<u>Inspection</u>. Examining and testing supplies or services (including, when appropriate, raw materials, components, and intermediate assemblies) to determine whether they conform to contract requirements.

<u>Invoice</u>. A contractor's bill or written request for payment under the contract for supplies delivered or services performed.

**Key Personnel**. Contractor personnel that are evaluated in a source selection process and that may be required to be used in the performance of a contract by the Key Personnel listed in the PWS. When key personnel are used as an evaluation factor in best value procurement, an offer can be rejected if it does not have a firm commitment from the persons that are listed in the proposal. The prime contractor is responsible for performance of all subcontractors.

<u>Material</u>. Property that may be consumed or expended during the performance of a contract, component parts of a higher assembly, or items that lose their individual identity through incorporation into an end-item. Material does not include equipment, special tooling, and special test equipment or real property.

**Month.** For the purpose of this contract, a month will constitute 30 consecutive days.

<u>Non-Personal Services</u>. The personnel rendering the services are not subject, either by the contract's terms or by the manner of its administration, to the supervision and control usually prevailing in relationships between the government and its employees. Non personal service contracts are authorized by the government in accordance with FAR 37.012, under general contracting authority, and do not require specific statutory authorization.

**Physical Security.** Actions that prevent the loss or damage of government property.

**Property.** All tangible property, both real and personal.

<u>**Provide.**</u> To furnish, as in government-furnished property, or to acquire, as in contractor-acquired property.

**Quality Assurance (QA)**. The government procedures to verify that services being performed by the contractor are performed according to acceptable standards.

<u>Quality Assurance Surveillance Plan (QASP)</u>. An organized document written by the government specifying the surveillance methodology to be used for surveillance of contractor performance.

**Quality Control (QC).** All necessary measures taken by the contractor to assure that the quality of an end product or service shall meet contract requirements.

**Requiring Agency (RA).** The agency needing the supplies or services.

<u>Sensitive Property</u>. Means property potentially dangerous to the public safety or security if stolen, lost, or misplaced, or that shall be subject to exceptional physical security, protection, control, and accountability. Examples include weapons, ammunition, explosives, controlled substances, radioactive materials, hazardous materials or wastes, or precious metals.

<u>Serviceable Condition</u>. For the purpose of this contract, serviceable conditions refers to items that are usable; ready for use; in proper operating condition; durable; clean and in good condition; usable for its intended purpose.

**<u>Standard</u>**. A measure of comparison; an acceptability criterion; a benchmark or yardstick against which a service will be measured.

<u>Subcontractor</u>. One that enters into a contract with a prime contractor. The government does not have privity of contract with the subcontractor.

**Week.** For the purpose of this contract, a week will constitute 7 consecutive days.

<u>Wide Area Work Flow (WAWF)</u>. A secure web based system for electronic invoicing, receipt, and acceptance. WAWF allows government vendors to submit and track invoices and receipt/acceptance documents over the web and allows government personnel to process those invoices in a real-time, paperless environment.

## **APPENDIX 5 - ACRONYMS**

Acronym	
ACC	Army Contracting Command
ACOR	Alternate Contracting Officer Representative
ADA	Americans with Disabilities Act
AFARS	Army Federal Acquisition Regulation Supplement
AR	Army Regulation
CAP	Contractor Acquired Property
CFE	Contractor Furnished Equipment
CFM	Contractor Furnished Material
CFP	Contractor Furnished Property
CFR	Code of Federal Regulations
CLIN	Contract Line Item Number
CONUS	Continental United States (excludes Alaska and Hawaii)
COR	Contracting Officer Representative
COTS	Commercial-Off-the-Shelf
CPARS	Contractor Performance Assessment Reporting System
DA	Department of the Army
DES	Directorate of Emergency Services
DFARS	Defense Federal Acquisition Regulation Supplement
DID	Data Item Description
DMDC	Defense Manpower Data Center
DOD	Department of Defense
FAPIIS	Federal Awardee Performance and Integrity Information System
FAR	Federal Acquisition Regulation
FPDS	Federal Procurement Data System
GFE	Government-Furnished Equipment
GFEBS	General Fund Enterprise Business System
GFM	Government-Furnished Material
GFP	Government-Furnished Property
HIPAA	Health Insurance Portability and Accountability Act of 1996
IAW	In Accordance With
KO	Contracting Officer
N/A	Not Applicable
NLT	No Later Than
OCI	Organizational Conflict of Interest
OCONUS	Outside Continental United States (includes Alaska and Hawaii)
ODC	Other Direct Costs
OMB	Office of Management and Budget
OSHA	Occupational Safety and Health Administration
PA	Property Administrator
PAM	Pamphlet
PIEE	Procurement Integrated Enterprise Environment
PIPO	Phase In/Phase Out

Point of Contact
Period of Performance
Performance Requirements Summary
Publication
Performance Work Statement
Quality Assurance
Quality Assurance Program
Quality Assurance Surveillance Plan
Quality Control
Quality Control Plan
System for Award Management
Safety Data Sheets
Standard Form
Technical Exhibit
United States Code
Virtual Contracting Enterprise
Wide Area Work Flow
Wage Determination

#### **APPENDIX 6 - REFERENCES**

Contractor shall perform the required services in accordance with the specifications in this PWS, and all local, state and federal laws and regulations.

Additional requirements and information may be found from the following sources:

- Occupational Safety and Health Act (OSHA)
- Environmental, Safety, and Occupational Health (ESOH)
- Alaska Occupational Safety and Health (AKOSH) Program
- National Environmental Policy Act (NEPA)
- Environmental Protection Agency (EPA)