

**PERFORMANCE WORK STATEMENT (PWS)**  
**Janitorial Service and Solid Waste Removal with Grounds Policing**  
**Albert Pike Recreation Site**  
**Little Missouri Falls Recreation Site**  
**Winding Stairs Trailhead**  
**Caddo-Womble Ranger District**

**Part 1**  
**General Information**

1. GENERAL: This is a non-personal services contract to provide janitorial service and solid waste removal with grounds policing at the following recreation site on the Caddo-Womble Ranger District:

Recreation Site	Nearest City	County
Albert Pike	Langley, Arkansas	Montgomery
Little Missouri Falls	Langley, Arkansas	Montgomery
Winding Stairs Trailhead	Langley, Arkansas	Montgomery

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 Description of Services/Introduction: The contractor shall provide all personnel, equipment, supplies, facilities, transportation, tools, materials, supervision, and other items and non-personal services necessary to perform janitorial service and solid waste removal with grounds policing at facilities as defined in this Performance Work Statement. The contractor shall perform to the standards in this contract. Contractor will be responsible for furnishing toilet paper for restrooms. Toilet paper will be soft, two-ply type of toilet paper. Trash bags for waste removal will be a minimum of 3-mil or greater in thickness.

1.2 Scope: The Contractor shall provide janitorial services and waste removal with grounds policing services, as per the specifications, drawings, exhibits, and schedules at the Albert Pike Recreation Site, Little Missouri Falls Recreation Site and Winding Stairs Trailhead, Caddo-Womble Ranger District, within the Ouachita National Forest. *Note: Transportation of solid waste shall be transported in a state approved vehicle that prevents litter or garbage from scattering in transit. Solid waste must only be disposed of in as state approved site.*

1.3 Period of Performance: The period for this contract will be from date of award through March 31, 2024. Note: This solicitation contains an option clause to extend the awarded contract for up to four (4) additional year periods. The four-year option periods are as follows:

- Option Year 1: April 1, 2024 through March 31, 2025
- Option Year 2: April 1, 2025 through March 31, 2026
- Option Year 3: April 1, 2026 through March 31, 2027
- Option Year 4: April 1, 2027 through March 31, 2028

## 1.4 General Information

1.4.1 Quality Control: The contractor shall develop and maintain an effective quality control program to ensure services are performed in accordance with this Performance Work Statement (PWS). The contractor shall develop and implement procedures to identify, prevent, and ensure non-recurrence of defective services. The contractor's quality control program is the means by which they assure themselves that the work complies with the requirement of the contract. The contractor will be required to submit a Quality Control (QC) Plan in writing within 30-days after contract award. After acceptance of the quality control plan, the contractor shall receive the contracting officer's acceptance in writing of any proposed change to the Quality Control (QC) system prior to implementation.

1.4.2 Quality Assurance: 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).

1.4.3 Recognized Holidays: Contractor will perform janitorial work according to schedule guidelines including Holidays.

1.4.4 Hours of Operation: The contractor is responsible for conducting business, between the hours of 7:00 a.m. to 4:00 pm, according to scheduled provided, including Federal holidays, unless directed otherwise due to facility closure by local or national emergencies, administrative closings, or similar Government directed facility closings. For other than firm fixed price contracts, the contractor will not be reimbursed when the government facility is closed for the above reasons. The Contractor must always maintain an adequate workforce for the uninterrupted performance of all tasks defined within this PWS when the Government facility is not closed for the above reasons. When hiring personnel, the Contractor shall keep in mind that the stability and continuity of the workforce are essential.

1.4.5 Place of Performance: The work to be performed under this contract will be performed at the Albert Pike Recreation Site, Little Missouri Falls Recreation Site and Winding Stairs Trailhead.

1.4.6 Type of Contract: The government will award an Indefinite Delivery Indefinite Quantity (IDIQ) Contract to provide all management, labor, transportation, supplies, materials and equipment to perform janitorial services and solid waste removal services with grounds policing at the Albert Pike Recreation Site, Little Missouri Falls Recreation Site and Winding Stairs Trailhead, as specified in this contract.

1.4.7 Security: The contractor shall be responsible for safeguarding all government equipment, information and property provided for contractor use.

1.4.8 Key Control (*If applicable*). The Contractor shall establish and implement methods of making sure all keys/key cards issued to the Contractor by the Government are not lost or

misplaced and are not used by unauthorized persons. NOTE: All references to keys include key cards. No keys issued to the Contractor by the Government shall be duplicated. The Contractor shall develop procedures covering key control that shall be included in the Quality Control Plan. Such procedures shall include turn-in of any issued keys by personnel who no longer require access to locked areas. The Contractor shall immediately report any occurrences of lost or duplicate keys/key cards to the Contracting Officer.

1.4.9. In the event keys, other than master keys, are lost or duplicated, the Contractor shall, upon direction of the Contracting Officer, re-key or replace the affected lock or locks; however, the Government, at its option, may replace the affected lock or locks or perform re-keying. When the replacement of locks or re-keying is performed by the Government, the total cost of re-keying or the replacement of the lock or locks shall be deducted from the monthly payment due the Contractor. In the event a master key is lost or duplicated, all locks and keys for that system shall be replaced by the Government and the total cost deducted from the monthly payment due the Contractor.

1.4.10. The Contractor shall prohibit the use of Government issued keys/key cards by any persons other than the Contractor's employees. The Contractor shall prohibit the opening of locked areas by Contractor employees to permit entrance of persons other than Contractor employees engaged in the performance of assigned work in those areas, or personnel authorized entrance by the Contracting Officer.

1.4.11 Lock Combinations (*If applicable*). The Contractor shall establish and implement methods of ensuring that all lock combinations are not revealed to unauthorized persons. The Contractor shall ensure that lock combinations are changed when personnel having access to the combinations no longer have a need to know such combinations. These procedures shall be included in the Contractor's Quality Control Plan.

1.4.12 Special Qualifications: Contractor is responsible for ensuring that vehicle being used for solid waste removal meets Arkansas State Law requirements for transporting solid waste. Solid waste must be disposed of in a State approved sanitary landfill or incinerator.

1.4.13 Post Award Conference/Periodic Progress Meetings: The Contractor agrees to attend any post award conference convened by the contracting activity or contract administration office in accordance with Federal Acquisition Regulation Subpart 42.5. The contracting officer (CO), Contracting Officers Representative (COR), and other Government personnel, as appropriate, may meet periodically with the contractor to review the 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.

1.4.14 Contracting Officer Representative (COR): The (COR) will be identified by separate letter. The COR monitors all technical aspects of the contract and assists in contract administration. The COR is authorized to perform the following functions: assure that the Contractor performs the technical requirements of the contract: perform inspections necessary in

connection with contract performance: maintain written and oral communications with the Contractor concerning technical aspects of the contract: issue written interpretations of technical requirements, including Government drawings, designs, specifications: monitor Contractor's performance and notifies both the Contracting Officer and Contractor of any deficiencies; coordinate availability of government furnished property, and 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 resulting order.

1.4.15 Key Personnel: The following personnel are considered key personnel by the government: Jacob Raines, Zone Recreation Manager/RLEO – Contracting Officer Representative (COR), Caddo-Womble Ranger District and Joey Powell, Recreation Technician/RLEO – Contracting Officer Representative (COR), Caddo-Womble Ranger District. 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 contracting officer. 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 7:30 a.m. to 4:00 p.m., Monday thru Friday except when the government facility is closed for administrative reasons.

1.4.16 Appearance of Contractor Employees: **Contractor personnel shall present a neat appearance and be easily recognized by the public.** This may be accomplished by wearing clothing bearing the name of the company or by wearing an appropriate badge containing the company name and employee name. Additionally, employees shall always remain fully dressed at all times while performing work activities.

1.4.17 Appearance of Contractor Vehicles: All vehicles used by the Contractor to perform work under this contract shall be identified with the company name prominently displayed on the outside of both front doors of each vehicle in a professional manner to provide an attractive and readily visible means of identification. These are to be professionally made. Vinyl stick-on magnetic type signs. 'Homemade' signs made on a computer or with magic marker or stick-on letters and numbers on cardboard, etc., are not acceptable. All vehicles used in performance of work must be marked and properly identified.

1.4.18 Invoicing Instructions: Invoice once per month, within 14-days after the end of each month through Invoice Processing Platform (IPP). In addition, submit a copy via email to Jacob Raines at [Jacob.raines@usda.gov](mailto:Jacob.raines@usda.gov)

## **PART 2 DEFINITIONS & ACRONYMS**

### **2. DEFINITIONS AND ACRONYMS:**

#### **2.1. DEFINITIONS:**

**2.1.1. CAMPING EQUIPMENT.** Privately owned items found on a campsite such as tents, camping trailers, vehicles, motorcycles, bicycles, boats, lawn chairs, coolers, firewood, extensions cords, toys, fishing gear, etc.

**2.1.2. CONTRACTOR.** 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.

**2.1.3. CONTRACTING OFFICER (CO).** A person with 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.

**2.1.4. 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.

**2.1.5. DEBRIS.** Stumps, rocks, street sweepings, grass clippings and trimmings, tree trimmings and sticks longer than 18 inches or 1 inch or greater in diameter. It shall also include dead animals and animal waste (regardless of size).

**2.1.6. DEFECTIVE SERVICE.** A service output that does not meet the standard of performance associated with the Performance Work Statement.

**2.1.7. DELIVERABLE.** Anything that can be physically delivered but may include non-manufactured things such as meeting minutes or reports.

**2.1.8. INCINERATOR.** A furnace or a container for incinerating waste material, burn to ash.

**2.1.9. JANITORIAL SERVICE.** A service in which one performs tasks to keep the premises and offices, or buildings, clean and make minor repairs.

**2.1.10. 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.

2.1.11. GARBAGE/TRASH. Food waste, unwanted or useless material, something in a crumbled or broken condition, debris from pruning or processing plant material. Paper, plastic and rubber by-products.

2.1.12. GENERAL USE AREA. An area which is commonly used by the public as a whole within a defined set of lines or boundary.

2.1.13. GROUNDS POLICING. To make clean or put in order an area used for a particular purpose, the recreation area.

2.1.14. INVOICE PROCESSING PLATFORM (IPP). Accounting system utilized by the U.S. Department of Agriculture, U.S. Forest Service where contractors submit invoices for payment processing.

2.1.15. INTEGRATED ACQUISITION SYSTEM (IAS). Acquisition system utilized by the U.S. Department of Agriculture, U.S. Forest Service in budget planning and implementation.

2.1.16. MOWING. Mowing is defined as the cutting of grass, weeds, vines, or other vegetation, to a specific height, with reel and rotary lawn mowers or gang mowers.

2.1.17. MOWING CYCLE. A mowing cycle is defined as the performance of all mowing and trimming within all of the specified recreation area.

2.1.18. OCCUPIED CAMPSITE. A campsite having camping equipment placed upon it.

2.1.19. PHYSICAL SECURITY. Actions that prevent the loss or damage of Government property.

2.1.20. QUALITY ASSURANCE. The government procedures to verify that services being performed by the Contractor are performed according to acceptable standards.

2.1.21. QUALITY ASSURANCE Surveillance Plan (QASP). An organized written document specifying the surveillance methodology to be used for surveillance of contractor performance.

2.1.22. QUALITY CONTROL. All necessary measures taken by the Contractor to assure that the quality of an end product or service shall meet contract requirements.

2.1.23. QUALITY CONTROL PLAN. An organized written document prepared by the contractor specifying how he intends to achieve quality control.

2.1.24. SANITARY LANDFILL. A system of trash and garbage disposal in which waste is buried between layers of earth for health purposes

2.1.25. SOLID WASTE. Refuse from places of human and animal habitation as in garbage, rubbish, and excrement.

2.1.26. SUBCONTRACTOR. One that enters into a contract with a prime contractor. The Government does not have privity of contract with the subcontractor.

2.1.27. SWEET SMELLING TOILET. Pit/Vault toilet facility, often referred to as an “SST”, non-waterborne restroom facility.

2.1.28. WORKDAY. The number of hours per day the Contractor provides services in accordance with the contract.

2.1.29. WORK WEEK. Monday through Sunday, unless specified otherwise.

**PART 3**  
**GOVERNMENT FURNISHED PROPERTY, EQUIPMENT, AND SERVICES**

3. GOVERNMENT FURNISHED ITEMS AND SERVICES:

3.1. Services: Not Applicable

3.2 Facilities: Not Applicable

3.3 Utilities: Not Applicable

3.4 Equipment: Not Applicable

3.5 Materials: Not Applicable

**PART 4**  
**CONTRACTOR FURNISHED ITEMS AND SERVICES**

4. CONTRACTOR FURNISHED ITEMS AND RESPONSIBILITIES:

4.1 General: The Contractor shall furnish all labor, supervision, transportation, equipment, toilet paper, trash bags and cleaning supplies and materials required to perform work under this contract. Toilet paper will be a minimum of soft, two-ply toilet paper and size to fit toilet paper dispensers. All trash bags and liners must have a thickness of 3.0 mil or greater.

4.2. Materials: The Contractor shall furnish all materials, supplies, and equipment necessary to meet the requirements under this PWS.

4.3. Equipment: The Contractor shall furnish all equipment used to perform work under this specification, all must be in good operating and mechanical condition and shall comply with safety requirements and equipment owner manual instructions.

4.3.1. All contract employees must wear proper personal protection equipment (PPE) while performing work tasks.

**PART 5  
SPECIFIC TASKS**

**5. SPECIFIC TASKS:**

5.1. Basic Services. The contractor shall provide janitorial services and solid waste removal services with grounds policing at the following recreation sites:

**JANITORIAL SERVICE**

Schedule for Janitorial Service, all facilities listed shall be maintained:

<b>Recreation Site</b>	<b>Facility</b>	<b>Schedule for Janitorial Services</b>
Albert Pike	Bathhouse SST's/Vault Toilets Garbage Collection/Disposal Other Structures: Picnic Tables, BBQ Grills, Bulletin Boards, Benches, Signs	April 1 – May 15; Monday, Wednesday, Saturday  May 16 – August 31; Sunday, Monday, Thursday, Friday, Saturday  September 1 – September 30; Monday, Thursday, Saturday
Little Missouri Falls	SST's/Vault Toilets Garbage Collection/Disposal Other Structures: Picnic Tables, BBQ Grills, Bulletin Boards, Benches, Signs	January 1 – May 15; Mondays  May 16 – August 15; Mondays, Fridays  August 16 – December 31; Mondays
Winding Stairs	SST/Vault Toilet Garbage Collection/Disposal Other Structures: Bulletin Boards, Signs	January 1 – December 31; Mondays

Janitorial services shall be performed between the hours of 7:00 a.m. to 4:00 p.m. only. Dates of Service will be date of award to March 31, 2024, on the days designated above.

5.2. Task Heading: Janitorial Service – Janitorial service at the designated facilities shall be conducted in the least disruptive manner to forest visitors. Postpone cleaning actions if necessary when units are in use. Notify COR or Inspector of any malfunction or vandalism found.

5.2.1. Open doors and close facility with signs during cleaning operations. Facilities shall be cleaned between the hours of 7:00 a.m. and 4:00 p.m.

5.2.2. Windows shall be cleaned, outside of riser (toilet) shall be scrubbed clean and sanitized, the inside of the riser shall be cleaned to the bottom of the riser. Riser seat will be cleaned and sanitized. Remove all fecal matter and stains. Clean all associated exposed surfaces with the appropriate cleaning agent or disinfectant. Wipe down and dry all exposed surfaces. Deodorizer shall be applied after each cleaning. **DO NOT DISPOSE ANY CLEANING ITEMS IN VAULT.**

5.2.3. Wash, wipe down and dry, all walls, doors, ceilings and handrails with appropriate cleaning agent and disinfectant. **DO NOT DISPOSE ANY CLEANING ITEMS IN VAULT.**

5.2.4. All chrome surfaces shall be cleaned and free from stains and smears.

5.2.5. Clean all trash cans with the appropriate cleaning agent and disinfectant. Remove trash liner and replace, wipe down all exposed surfaces.

5.2.6. Sweep and mop floors. Clean with appropriate cleaning agent or disinfectant. Remove excess water with squeegee or other effective method. **POWERWASHING OF FACILITY IS NOT AUTHORIZED.**

5.2.7. Toilet paper dispensers shall be cleaned and inspected daily for function; refill as needed.

5.2.8. Toilet paper will be replaced with clean and dry toilet paper.

5.2.9. Remove spider webs, insect carcasses, insect nests, wasp nests and dirt dauber nests from interior and exterior of the facility.

5.2.10. Sweep and clean concrete walkways to, from, and around buildings. Remove trash and bugs as necessary.

**SOLID WASTE REMOVAL and GROUNDS POLICING**

<b>Recreation Site</b>	<b>Facility</b>	<b>Schedule for Solid Waste Removal Services</b>
Albert Pike	8 – Two Bin Trash Units	April 1 through May 15 Monday, Thursday, Saturday
		May 16 through August 31 Thursday, Friday, Saturday, Sunday, Monday
		September 1 through September 30 Monday, Thursday, Saturday
Little Missouri Falls	3 – Two Bin Trash Units	January 1 through May 15 Monday
		May 16 through August 15 Monday, Friday
		August 16 through December 31 Monday
Winding Stairs	2 – Two Bin Trash Units	January 1 through December 31 Monday

Solid waste removal and ground policing shall be performed between the hours of 7:00 a.m. to 4:00 p.m. only. Dates of Service will be from date of award to March 31, 2024, on the days designated above.

5.3. Task Heading: Solid Waste Removal and Grounds Policing – Solid waste removal and grounds policing at the Albert Pike Recreation Sites, Little Missouri Falls Recreation Site and Winding Stairs Trailhead, shall be conducted in the least disruptive manner to forest visitors.

5.3.1. Grounds Policing: Prior to removal of solid waste, police the grounds by walking all general use areas and picking up trash, bottles, cans, glass, and obvious litter within the general use area of the recreation site.

5.3.2. Police picnic units and keep them free of litter including bottle caps and cigarette butts (Do not perform litter pick up in units that are occupied).

5.3.3 Large debris items, such as discarded tires, and dead animals are to be reported to the COR to make arrangements for removal.

5.3.4. Solid Waste Removal: Perform solid waste removal of all bins and cans, determine if bin is mostly full.

5.3.5. Open back door of trash bin and tilt liner holder out to remove trash liner.

5.3.6. Remove all loose waste from inside interior of trash bin, and around outside of bin.

5.3.7. Replace removed trash liners with new ones. (Never leave a bin or can empty with no trash liner)

5.3.8. Pick up all waste which spills during removal process.

5.3.9. Clean and wipe down all trash bins, inside and out, with disinfectant cleaner.

## Project Name

Albert Pike and Little Missouri Falls Janitorial and Trash Collection Service Contract

## Solicitation / Contract Number

Solicitation / Contract Number - TBD

### Section 1: Introduction

This Quality Assurance Surveillance Plan (QASP) is pursuant to the requirements listed in the performance work statement (PWS) for Janitorial and Trash Collection services. This plan sets forth the procedures and guidelines that the USDA, Forest Service 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, Unsatisfactory Work Report. 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 a 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. The Contractor overall guidance is also provided by FAR clause 52.212-5 of the contract.

## 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.

5.2 Janitorial Services: 100 percent inspections

5.3.1. Ground Policing: Random Sampling and Validated Customer Complaints received by COR

5.3.2. Solid Waste Removal: Random Sampling and Validated Customer Complaints received by COR

### 4.2 Analysis and Results

When the inspections and customer feedback 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 Outstanding Performance

Outstanding performance is the result of the Contractor substantially exceeding the performance standards with significant achievements and no significant deficiencies. The Government may reduce its level of surveillance when the COR determines that the Contractor provides sustained performance that significantly exceeds the requirements with no significant deficiencies.

**[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 Summaries**

**PERFORMANCE REQUIREMENT SUMMARY**

<b>Performance Objective</b>	<b>PWS Reference/ Contract Reference</b>	<b>Performance Standard</b>	<b>Performance Threshold</b>	<b>Method of Surveillance</b>
5.2 Janitorial Services	5.2 Janitorial Services	All surfaces shall be clean and free of loose dirt, stains, and smears. Trash shall be emptied, and toilet paper refilled. Inside and outside of buildings shall be free of spider webs, insect nests, and debris. Sidewalks shall be free of dirt and debris.	Zero defects	100 Percent Inspection
5.3.1 Grounds Policing	5.3.1 Grounds Policing	Grounds are free of litter, garbage, and trash.	No more than one customer complaint per report.	Random Sampling and Validated Customer Complaint received by COR
5.3.2 Solid Waste Removal	5.3.2 Solid Waste Removal	All trash bins emptied with new liners installed. Area around bins are free of garbage and trash.	No more than one customer complaint per report.	Random Sampling and Validated Customer Complaint received by COR