

PERFORMANCE WORK STATEMENT
Lease of Portable Toilets and Hand Washing Stations for
Naval Education and Training Command (NETC)

PART 1
GENERAL INFORMATION

1. General. This is a non-personal services contract to lease portable toilets and hand washing stations. The Government will not exercise any supervision or control over the contract providers delivering the required items herein. Such contract 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 provide portable toilets and hand washing stations at Marine Corps Logistics Base Albany (MCLBA) in Albany, Georgia as defined in this Performance Work Statement (PWS) except for those items specified as Government furnished property and services. The Contractor shall perform to the standards in this contract.

1.2. Background. NETC is responsible for training, education and professional development of the Navy's active duty and reserve Sailors. NETC HQ as well as multiple Learning Centers are located in the Pensacola area. In the event of a mass evacuation from the Pensacola region, up to 4,100 military students will be transferred to MCLBA on a temporary basis under NETC contingency operations. To support the student population, portable toilets and hand washing stations are needed to ensure proper hygiene standards.

1.3. Objectives. The objective of this contract is to provide portable toilets and hand washing stations to include delivery, daily cleaning and servicing, and daily removal of human waste and grey water.

1.4. Scope. This contract includes all functions, tasks and responsibilities normally performed by a laborer or housekeeping aide. The Contractor shall be responsible for setup, delivery, and removal of portable toilets and hand washing stations to include daily maintenance, cleaning services, and removal and proper disposal of human waste and grey water. The Contractor shall comply with all applicable laws and regulations, including but not limited to Federal Law, Georgia State Law(s), Occupational Safety and Health Administration (OSHA) regulations, Navy and installation regulations.

1.5. Period of Performance. The period of performance is five (5) days.

1.6. Hours of Operation. Portable toilets and handwashing stations will be utilized around the clock once in place. Contractor is responsible for providing services between the hours of 0800 to 1630, Eastern Standard Time (EST).

1.6.1. Emergency Services. On occasion, services may be required to support a trouble call with operation of equipment. The Contractor shall respond to any trouble call within one (1) hour.

1.7. Place of Performance. The work to be performed under this contract will be performed at the MCLBA, 2917 Fleming Rd, Albany, GA 31705.

1.8. Type of Contract. The Government will award a Firm Fixed Price (FFP) purchase order.

1.9. Quality Control. Quality Control is the responsibility of the Contractor. The Contractor is responsible for the delivery of quality services to the Government in accordance with (IAW) the terms and conditions contained in Federal Acquisition Regulation (FAR) Subpart 52.212-4 entitled, "Contract Terms and Conditions - Commercial Items" and applicable sub-clauses pertaining to quality control.

1.9.1. Corrective Actions. At any time, it is determined by the KO that the quality control system, personnel, instructions, controls, tests, or records are not providing results which conform to contract requirements, action shall be taken by the Contractor to correct the deficiency. If a Contract Discrepancy Report (CDR) is issued the Contractor shall develop a Corrective Action Plan (CAP) which identifies the root cause, Corrective Action (CA) for the root cause, CA for the specific non-conformance and CA to the root cause to prevent recurrence and a corrective action including the timeline for completion.

1.10. Quality Assurance. The Government will evaluate the Contractor's performance under this contract in accordance with (IAW) the Quality Assurance Surveillance Plan (QASP). This plan is a Government only document primarily focused on what the Government must do to assure that the Contractor has performed IAW the requirements of the contract. It defines how the performance standards will be applied, the frequency of surveillance, and the minimum acceptable deficiency rate(s) as illustrated within the PWS and Performance Requirements Summary (PRS). All performance ratings will use (Exceptional, Very Good, Satisfactory, Marginal, or Unsatisfactory), as defined in FAR subpart 42.15, *Contractor Performance Information*. The Government reserves the right to conduct compliance surveillance of any contractual requirement of this acquisition.

1.11. Defense Biometric Identification System (DBIDS). Defense Biometric Identification System (DBIDS) increases installation security and communications by receiving frequent database updates on changes to personnel/credential status, law enforcement warrants, lost/stolen cards, and force protection conditions. The system provides a continuous vetting anytime the DBIDS card is scanned at an installation entry point.

If you currently have an Navy Commercial Access Control System (NCACS) card, the following is required to get a DBIDS credential:

- Present your NCACS Card and a completed copy of the SECNAV FORM 5512/1 to the base Visitor Control Center representative.
- The VCC will pull up your information in the computer, ensuring all information is current and correct.
- Once your information is validated, a temporary DBIDS credential is provided.

- Your temporary credential will have an expiration date, prior to which you will need to obtain your permanent DBIDS credential (~ 180 days).
- For each additional U.S. Navy installation to which you need access, the first time you visit you only need to bring your DBIDS credential and statement of purpose for base access when arriving at the Visitor Control Center.
- The representative will enter base access authorization and then you may proceed to work.

If you do NOT have an NCACS Card, the following is required to obtain a DBIDS credential:

- Present a letter or official document from my government sponsoring organization that provides the purpose for your access.
- Present valid identification, such as a passport or Real ID Act-compliant state driver's license.
- Present a completed copy of the SECNAV 5512/1 form to obtain your background check.
- Upon completion of the background check, the Visitor Control Center representative will complete the DBIDS enrollment process, which includes your photo, finger prints, base restrictions, and several other assessments; after all this is done, you will be provided with your new DBIDS credential.
- You may now proceed to work.

Additional information is available at <https://www.cnic.navy.mil/om/dbids.html>.

1.12. Safety. The Contractor shall establish and maintain a safety plan.

1.12.1. In order to provide safety control for protection to the life and health of employees and other persons; for prevention of damage to property, materials, supplies, and equipment; and for avoidance of work interruptions in the performance of this contract, the Contractor shall comply with 29 CFR 1910, Occupational Safety and Health Standards. The Contractor shall comply with the above and all other applicable DoD, Navy, Federal, State and Local safety and health requirements.

1.12.2. Environment and OSHA. The Contractor shall comply with all local, State, and Federal environmental and occupational safety laws, rules, and regulations. Any apparent conflict between compliance with such local, State, and Federal environmental and occupational safety laws, rules, regulations, and compliance with the requirements of the contract shall be immediately brought to the attention of the KO or authorized representative for final resolution. The Contractor shall notify the KO or authorized representative in writing in addition to any verbal notification of such conflict. The Contractor shall be liable for all fines, penalties, and costs which result from violations of, or failure to comply with, all such local State, or Federal laws, rules, and regulations. All unsafe acts or conditions fostered by the Contractor or Contractor personnel may be grounds for the KO or authorized representative to halt any and all Contractor performance with a commensurate deduction of monies due to the Contractor until such unsafe conditions are corrected. The Contractor shall take due caution not to endanger personnel during performance of this contract. Upon discovery of a serious hazard such as, but

not limited to, fire, or large fuel spill, the Contractor shall notify the KO or designated representative and COR.

1.12.3. Reporting Mishaps. The Contractor shall train personnel to recognize fire and safety hazards and encourage personnel in the performance of their duties to report fire and safety hazards and unsafe conditions to their supervisor. The Contractor shall take corrective action to remedy reported deficiencies IAW the terms of this contract. The COR shall be notified of deficiencies beyond the terms of this contract. The Contractor shall adhere to reporting of mishaps IAW OPNAVINST 5102.1D MCO P5102.1B, Navy & Marine Corps Mishap and Safety Investigation, Reporting, And Record Keeping Manual. In addition, the Contractor shall report injury or occupational illness to on-duty Contractors and Contractor accidents involving Navy property and personnel.

1.12.4. Emergency Services.

- a. The Contractor shall have competent personnel trained and capable of dealing with minor personnel injuries. The Contractor of their employees shall immediately notify their supervisor of any accident requiring emergency medical treatment. The Contractor shall, in turn, notify the KO or COR within 30 minutes of the incident.
- b. Emergency medical treatment and services for Contractor personnel is the responsibility of the Contractor.

1.12.5. Personnel Safety. The Contractor shall immediately correct all safety deficiencies upon notification of the deficiencies by the KO or designated representative, and shall notify the KO of the corrective action to be taken.

1.13. Personnel. For purposes of this paragraph, the term “personnel” or “employee(s)” refers to any person performing work related to this contract, including but not limited to, the Contractor’s employees, agents, representatives, or subcontractor. The Contractor shall staff this effort with trained, competent and capable employee(s) for the discipline they are assigned to. Contractor personnel shall present a clean, neat and professional appearance. The Contractor shall ensure that employees meet all applicable federal, state, local, and installation certification, licensing, medical requirements, and qualifications to perform all assigned tasks and functions as defined in this contract prior to commencement of work. The Contractor shall not permit any personnel to work under this contract if such person is identified by a Government authorized representative to the Contractor as a potential threat to the health, safety, security, general well-being, or operational mission of the Navy and MCLBA in Albany, GA. All Contractors’ personnel shall comply with installation security and access procedures and the Contractor’s final Safety Plan.

1.13.1. Motor Vehicle Operators. Contractor’s personnel, whose tasks involve operation of any vehicles, shall possess a valid U.S. state driver’s license, certificates and permits, applicable for the type and class of vehicle being operated.

1.13.2. Speaking, Reading, and Understanding English. Contractor shall hire and staff personnel who can communicate with Government representatives and where reading, understanding, and

discussing environmental, health, and safety warnings are an integral part of an employee's duties, Contractor's employee shall be able to understand, read, write, and speak the English language fluently. English shall be the only language used with regard to this contract for written correspondence, discussions and other business transactions.

1.13.3. Identification of Contractor Employees.

- a. The Contractor (to include subcontractors) shall provide each employee Identification (ID) Badge, which includes at a minimum, the Company Name, Employee Name and a color photo of the employee. ID Badges shall be worn at all times during which the employee is performing work under this contract. Each Contractor (to include subcontractors) employee shall wear the ID Badge in a conspicuous place on the front of exterior clothing and above the waist except when safety or health reasons prohibit. The Contractor (to include subcontractors) shall be responsible for collection of ID Badges upon completion of the contract or termination of employee.

1.13.4. Conduct of Employees. 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 employees 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. In accordance with Department of Defense (DOD) Directive 5500.7-R, "Joint Ethics Regulation", Contractor employees must avoid being 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 employee conduct complies with 41 U.S. C 423 relative to release of acquisition related information or actions or discussions which may prejudice future competitions. The Contractor shall ensure no contractor employees conduct political related activities or events on United States of America (USA) Facilities.

1.13.5. Contractor Vehicles. All vehicles and their operators entering any DoD installation will be properly licensed, registered, and insured according to state law.

1.13.6. Contractor Advertising. The Contractor shall not place or display advertising of any kind on Government property.

1.13.7. Supervision of Contractor Employees. The Government will not exercise any supervision or control over Contractor or Subcontractor employees while performing work under the contract. Such employees shall be accountable solely to the Contractor, not the Government. The Contractor, in turn, shall be accountable to the Government for Contractor or Subcontractor employees.

PART 2

ACRONYMS & ABBREVIATIONS

2. Definitions and Acronyms.

2.1. Definitions.

2.1.1. Contract Administrator. The official Government representative delegated authority by the Contracting Officer to administer a contract. This individual is normally a member of the appropriate Contracting/Procurement career field and advises on all technical contractual matters.

2.1.2. Contractor. A supplier or vendor awarded a contract to provide specific supplies or services to the Government. The term used in this contract refers to the prime.

2.1.3. Contracting Officer (KO). 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. Controlled Area. A controlled space extending upward and outward from a specified point. This area is typically designated by a commander or director, wherein sensitive information or operations occur and requires limitations of access.

2.1.5. Defective Service. A service output that does not meet the standard of performance associated with the Performance Work Statement (PWS).

2.1.6. Deliverable. Anything that can be physically delivered, but may include non-manufactured things such as meeting minutes or reports.

2.1.7. 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.

2.1.8. Government Equipment Furnished. Government property that is incidental to the place of performance, when the contract requires contractor personnel to be located on a Government site or installation, and when the property used by the contractor within the location remains accountable to the Government. Items considered to be incidental to the place of performance include, for example, office space, desks, chairs, telephones, computers, and fax machines.

2.1.9. Government-Furnished Property (GFP) or Government Property (GP). Property in the possession of, or directly acquired by, the Government and subsequently made available 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.

2.1.10. 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.

2.1.11. 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.

2.1.12. Loss of Government Property. Unintended, unforeseen or accidental loss, damage, or destruction of Government property that reduces the Government's expected economic benefits of the property. Loss of Government property does not include occurrences such as purposeful destructive testing, obsolescence, normal wear and tear, or manufacturing defects. Loss of Government property includes, but is not limited to:

- a. Items that cannot be found after a reasonable search;
- b. Theft;
- c. Damage resulting in unexpected harm to property requiring repair to restore the item to usable condition; or
- d. Destruction resulting from incidents that render the item useless for its intended purpose or beyond economical repair.

2.1.13. Material. 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.

2.1.14. Non-Personal Services. 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.

2.1.15. Physical Security. Actions that prevent the loss or damage of Government property.

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

2.1.17. Provide. To furnish, as in Government-furnished property, or to acquire, as in contractor-acquired property.

2.1.18. Quality Assurance. The Government procedures to verify that services being performed by the Contractor are acceptable IAW established standards and requirements of this contract.

2.1.19. Quality Assurance Surveillance Plan (QASP). An organized written document specifying the surveillance methodology to be used for surveillance of Contractor performance.

2.1.20. Quality Control. All necessary measures taken by the Contractor to assure that the quality of an end product or service shall meet contract requirements.

2.1.21. Sensitive Property. 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.

2.1.22. Subcontractor. One that enters into a contract with a prime Contractor. The Government does not have privity of contract with the subcontractor.

2.1.23. Work Day. The number of hours per day the Contractor provides services IAW the contract.

2.1.24. Work Week. Monday through Friday, except for Federal holidays unless specified otherwise. The contractor shall be expected to provide the required services 24/7.

2.2. Acronyms.

ACOR	Alternate Contracting Officer's Representative
AQL	Acceptable Quality Level
CDR	Contract Discrepancy Report
CFR	Code of Federal Regulations
CONUS	Continental United States (excludes Alaska and Hawaii)
DFARS	Defense Federal Acquisition Regulation Supplement
DoD	Department of Defense
DoN	Department of the Navy
ECMRA	Enterprise-Wide Contractor Manpower Reporting Application
FAR	Federal Acquisition Regulation
FPCON	Force Protection Condition
GFP	Government-Furnished Property
JER	Joint Ethics Regulation
JTR	Joint Travel Regulation
KO	Contracting Officer
MCLBA	Marine Corps Logistics Base Albany
OCI	Organizational Conflict of Interest
PIEE	Procurement Integrated Enterprise Environment
POC	Point of Contact
PRS	Performance Requirements Summary
PWS	Performance Work Statement

QA	Quality Assurance
QAP	Quality Assurance Program
QASP	Quality Assurance Surveillance Plan
QC	Quality Control
QCP	Quality Control Program

PART 3

GOVERNMENT FURNISHED ITEMS AND SERVICES

3. Government Furnished Items and Services.

3.1. Services. The Government will provide services to facilitate Contractor access to MCLBA in Albany, Georgia to expedite delivery.

3.2. Facilities. The Government will provide access to facilities for the Contractor's use in support of this contract. Any alterations to facilities shall be approved in writing and property shall be returned to its original condition prior to completion of this contract. Contractor shall be responsible for any damages or loss of use due to their negligence. Any signage shall conform to standard Navy/Installation signs/format and must be approved by the KO and Government Representative in writing prior to placement and may not be permanently affixed to any Government property or structure.

3.3. Water. The Government will provide the required potable water for the hand washing stations. Grey water may not be disposed of in the base's sewage system and must be disposed of properly off base installation.

PART 4

CONTRACTOR FURNISHED ITEMS AND SERVICES

4. Contractor Furnished Items and Responsibilities.

4.1. Contractor Furnished Items. Everything included in this paragraph and its subparagraphs is basic to the contract and should be included in the contract price.

4.2. The Contractor shall provide all labor, supervision, transportation, vehicles, supplies, equipment, materials, facilities and services required to perform work under this contract that are not listed under Section 3 of this PWS.

4.3. Responsibilities of the Contractor.

- a. The Contractor shall provide a safe working environment for all persons in his/her employ as prescribed by 29 CFR 1910 "Occupational Health and Safety". The Contractor shall be responsible for all damages to persons and property that occur in connection with the work and service under this contract, without recourse against the Government.

- b. Contractor shall exercise extreme caution to protect building finishes, private property, military property, etc., from damage during the performance of these contract requirements. Contractor shall be responsible for all loss or damage or whatsoever kind and nature to all Government property, while in the performance of these contract requirements, which result in whole or in part from the negligence or omissions of Contractor, any of his Subcontractors or any employee, agent or any representative of the Contractor or Subcontractor(s).
- c. The Contractor shall also be responsible for all materials delivered and work performed until completion and acceptance of the entire work, except for any completed unit of work which may have been accepted under the contract.

PART 5 SPECIFIC TASKS

5. General. The Contractor shall provide all skilled personnel, equipment, supplies, tools, materials, supervision, and other items necessary to perform this prescribed project as defined in this PWS to meet the performance requirements, except for those items specified as Government furnished property and services.

5.1. The Contractor shall be responsible for furnishing 180 portable toilets and 180 hand-washing stations. The Contractor shall provide setup, delivery, maintenance, and tear down equipment.

5.1.1. Each portable toilet and hand washing station shall pass an acceptance inspection before the Government takes possession. The portable toilets and hand washing stations shall also be recovered by the Contractor from the respective location at the conclusion of the performance.

5.1.2. Delivery. The Contractor will be directed to the staging area and will be met by Government personnel. Depending on the time of day, the Contractor will be directed to a designated entry point and Government personnel will show them where the assets shall be placed.

5.1.3. Portable toilets and hand washing stations shall be fully serviced/cleaned daily during Normal Duty Hours.

5.1.4. Disposal of grey water. It shall be the Contractor's responsibility to collect/remove the grey water from the hand washing stations, dispose of the grey water (off installation), and ensure the fresh potable water holding tanks are refilled as necessary. The Contractor shall provide all required cables, extension cords, connections, and hoses required for operation.

5.1.5. The Contractor shall ensure all cables and water hoses are connected and in working order.

5.1.6. The Contractor shall obtain all licenses and permits required for performance of work and for complying with all applicable local, state, and Federal laws, rules, and regulations.

5.1.7. The Contractor shall provide a Material Safety Data Sheet (MSDS) on all the chemicals that will be used to maintain and clean these units to the Government at time of use of chemicals.

5.1.8. Waste removal. The Contractor shall ensure that human waste is removed daily from the portable toilets. The Contractor shall provide all required cables, extension cords, connections, and hoses required for operation.

5.1.9. Establishing water supply. Contractor shall be responsible for connecting the water supply for the hand washing stations.

5.1.10. Cleaning. The Contractor shall be responsible for daily cleaning and restocking of supplies to include soap, toilet paper, and paper towels.

5.2. Inspection Requirements. The Contractor shall provide quality services and/or products IAW this contract.

5.2.1. When the Contractor's performance is unsatisfactory; a CDR shall be issued. If a CDR has to be issued, the Contractor shall reply in writing, giving the reason for the unsatisfactory condition, and what corrective action has been taken; and procedures to prevent recurrence.

5.3.2. Reporting inputs will be for the labor executed during the period of performance during each Government fiscal year (FY), which runs October 1 through September 30. While inputs may be reported any time during the FY, all data shall be reported no later than October 31 of each calendar year. Contractors may direct questions to the help desk, linked at <https://www.ecmra.mil>.

PART 6 APPLICABLE PUBLICATIONS AND FORMS

6. Applicable Publications (Current Editions)

6.1. The Contractor (to include Subcontractors) must abide by all applicable regulations, publications, manuals, and local policies and procedures.

- a. 29 CFR 1910, Occupational Health and Safety
- b. DoD 5500.7-R Joint Ethics Regulations (JER)
- c. OPNAVINST 5102.1D MCO P5102.1B, Navy & Marine Corps Mishap and Safety Investigation, Reporting, And Record Keeping Manual

ATTACHMENT/TECHNICAL EXHIBIT LISTING

**Attachment 1:
Performance Requirements Summary**

Performance Objective (Include PWS Ref)	Performance Standard	Performance Threshold/AQL	Monitoring Method
5.1. Portable toilets and hand washing stations.	The Contractor shall be responsible for furnishing 200 portable toilets and 200 hand washing stations. The Contractor shall provide setup, delivery, maintenance, and tear down equipment.	95%	100% Inspection
5.2. Inspection Requirements	The Contractor shall provide quality services and/or products IAW this contract.	95%	Periodic Inspection / Customer Feedback

Note: Government surveillance of Contractor performance is not limited to the Performance Objectives as outlined in this PRS. The Government reserves the right to conduct compliance surveillance of any contractual requirement of this acquisition.