

<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>				1. CONTRACT ID CODE <b>J</b>		PAGE OF PAGES <b>1   44</b>	
2. AMENDMENT/MODIFICATION NO. <b>0004</b>		3. EFFECTIVE DATE <b>14-Dec-2022</b>		4. REQUISITION/PURCHASE REQ. NO.		5. PROJECT NO.(If applicable)	
6. ISSUED BY MICC- FORT POLK 2038 9TH STREET, BLDG 1352 FORT POLK LA 71459		CODE <b>W9124E</b>		7. ADMINISTERED BY (If other than item 6)  <b>See Item 6</b>			
8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code)				X		9A. AMENDMENT OF SOLICITATION NO. <b>W9124E23R0001</b>	
				X		9B. DATED (SEE ITEM 11) <b>28-Oct-2022</b>	
						10A. MOD. OF CONTRACT/ORDER NO.	
						10B. DATED (SEE ITEM 13)	
CODE		FACILITY CODE					
<b>11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS</b>							
<input checked="" type="checkbox"/> The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offer <input checked="" type="checkbox"/> is extended, <input type="checkbox"/> is not extended. Offer must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods: (a) By completing Items 8 and 15, and returning <u>1</u> copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.							
<b>12. ACCOUNTING AND APPROPRIATION DATA (If required)</b>							
<b>13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACT ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.</b>							
A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.							
B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(B).							
C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:							
D. OTHER (Specify type of modification and authority)							
E. IMPORTANT: Contractor <input type="checkbox"/> is not, <input type="checkbox"/> is required to sign this document and return _____ copies to the issuing office.							
<b>14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)</b>  The Purpose for this Amendment is as Follows: a. To add "Questions and Answers" to Section H of the Solicitation. b. To revise TE 1 Price Matrix as seen in this Amendment. c. To add Performance Work Statement Paragraph 5.1.1. d. To revise Performance Work Statement Paragraph 5.6.3.e. To extend the Solicitation response date to January 03, 2023. f. To revise the Period of Performance on Line Items 0001 through 0003. g. To revise FAR Clause 52.216-18 Ordering and 52.216-22 Indefinite Quantity. h. See continuation page for details. i. To be considered responsive, vendors shall acknowledge this amendment as seen in Block 11.(a) above with submission of their proposal.							
Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.							
15A. NAME AND TITLE OF SIGNER (Type or print)				16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)			
				TEL: _____ EMAIL: _____			
15B. CONTRACTOR/OFFEROR  _____ (Signature of person authorized to sign)		15C. DATE SIGNED		16B. UNITED STATES OF AMERICA  BY _____ (Signature of Contracting Officer)		16C. DATE SIGNED  <b>14-Dec-2022</b>	

SECTION SF 30 BLOCK 14 CONTINUATION PAGE

**SUMMARY OF CHANGES**

SECTION A - SOLICITATION/CONTRACT FORM

The required response date/time has changed from 16-Dec-2022 03:00 PM to 03-Jan-2023 03:00 PM.

SECTION C - DESCRIPTIONS AND SPECIFICATIONS

The following have been modified:

PERFORMANCE WORK STATEMENT

Performance Work Statement (PWS)  
Rotational Life Support  
Joint Readiness Training Center and Fort Polk  
(2 Jun 22)

PART 1  
GENERAL INFORMATION

1.0 General. This is a non-personal services contract in which the Contractor shall be responsible for furnishing all labor, materials, equipment, and services incidental to the set-up, operations, and removal of life support structures and services at Fort Polk, LA and other locations as identified in this document and ordered for each event in support of special training exercises conducted by the Joint Readiness Training Center (JRTC), Fort Polk, LA. The Contractor shall ensure all resources are provided, placed, maintained, serviced, operated and removed in accordance with (IAW) the requirements established in this Performance Work Statement (PWS).

1.1 Description of Services/Introduction. Contractor shall provide life support services in the form of personnel, equipment, supplies, facilities, transportation, tools, materials and supervision to resource operational support.

1.2 Background. JRTC is a diversified training base that conducts an average of ten (10) training exercises, known as rotations, in a 12-month period. The scope of these exercises varies from mission to mission and range from 500 to 7,500 personnel. Support may extend beyond Fort Polk training areas (TA). Extended areas include, but are not limited to, the Aerial Port of Debarkation (APOD) located at Alexandria, LA, Camp Beauregard located near Pineville, LA, and within 100 miles of the Fort Polk training area depending on rotational requirements.

1.2.1 Unique life support requirements for training events and national emergencies (hurricanes, tornadoes etc.). Support may also include un-forecasted training events, mass casualty, localized accidents and national emergencies. All PWS specific requirements for services, support, materials and equipment as defined in this PWS shall apply to all requests to support such events.

1.2.2 Objectives. Contractor shall be responsible for performing the following services IAW this PWS: set-up, operate, maintenance, servicing, repair and tear down of all Contractor equipment/components at the site. Fueling operations of all applicable components with Government furnished fuel; providing fresh water services utilizing Government furnished potable water; and providing and maintaining storage/dispensing points with Government furnished potable water.

1.2.3 Training at JRTC is conducted to a high degree of realism that replicates an actual conflict area. Contract support personnel entering the training areas are considered "non-participants" in the training. Contractor may be exposed to simulated combat situations that include checkpoints, large slow-moving convoys with no way around, and occasional simulated gunfire/pyrotechnics in proximity to their locations as they move through the training areas.

1.3 Scope. Contractor shall be responsible for furnishing all labor, materials, equipment, services and performing all work incidental to the set-up, operations and removal of life support structures and services at Fort Polk, LA and other locations as identified in this PWS and requests. Contractor shall ensure all resources are placed, maintained, serviced, operated and removed IAW the requirements established in this PWS.

1.4 Period of Performance (POP). The POP shall be a Sixty (60) month Ordering Period with a possibility to award new Task Order(s) which may have a POP of up to Twelve (12) Months. Any new Task Order(s) shall have to be awarded by the last POP date listed on the Contract.

1.5 Quality Control (QC). Quality Control is the responsibility of the Contractor. The Contractor is responsible for the delivery of quality services/supplies to the Government (see FAR 52.246-1, Contractor Inspection Requirements). The Contractor shall develop, implement and maintain an effective Quality Control System which includes a written Quality Control Plan (QCP). The QCP shall implement standardized procedure/methodology for monitoring and documenting contract performance to ensure all contract requirements are met. The Contractors' QCP shall contain a systematic approach to monitor operations to ensure acceptable services/products are provided to the Government. The QCP, as a minimum, shall address continuous process improvement; procedures for scheduling, conducting and documentation of inspection; discrepancy identification and correction; corrective action procedures to include procedures for addressing Government discovered non-conformances; procedures for root cause analysis to identify the root cause and root cause corrective action to prevent re-occurrence of discrepancies; procedures for trend analysis; procedures for collecting and addressing customer feedback/complaints. The Contractor shall, upon request, provide to the Government their quality control documentation. A comprehensive QCP shall be submitted to the KO and COR within ten (10) days after contract award and within five (5) working days when changes are made thereafter (**see Section J Attachment 2 Deliverable #1**). After acceptance of the quality control plan the Contractor shall receive the Contracting Officer acceptance in writing of any proposed change to their QC system prior to implementation.

1.6 Quality Assurance (QA). The Government will evaluate the Contractor's performance under this contract in accordance with 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 in accordance with the requirements of the contract.

1.7 Property Management System. N/A

1.8 Federal Government Holidays. Contractor is required to operate on holidays. The following are recognized federal holidays:

New Year's Day	1st day of January
Martin Luther King Jr.'s Birthday	3rd Monday of January
Presidents Day	3rd Monday of February
Memorial Day	Last Monday of May
Juneteenth National Independence Day	19th day of June
Independence Day	4th day of July
Labor Day	1st Monday of September
Columbus Day	2nd Monday of October
Veterans Day	11th day of November
Thanksgiving Day	4th Thursday of November
Christmas Day	25th day of December

1.9 Hours of Operation. On-site services shall be performed on an as needed basis. The Contractor will not be required to keep a supervisor on duty 24/7 but the supervisor shall be considered to be on-call with a two-hour response timeframe to the Government. Contractor shall at all times maintain an adequate workforce for the uninterrupted performance of all tasks defined within this PWS when the government facility is not closed for above reasons. Normal hours of operation are 7:30 AM to 4:30 PM central time. Assembly of operation sites should take place during daylight hours when possible. However, rotational training exercises are 24/7 operations and will

require services to be performed on an as needed basis to include weekend and holidays. When hiring personnel, the Contractor shall keep in mind that the stability and continuity of the workforce are essential.

1.10 Place of Performance. The work to be performed at the following locations in Louisiana to include but not limited to: Fort Polk training area; Camp Beauregard located near Pineville, LA; Aerial Port of Debarkation (APOD) at England Airpark, Alexandria, LA and within 100 miles of the Fort Polk training area depending on rotational requirements.

1.11 Security Requirements. Security clearances are not required. The Contractor shall provide an up-to-date access roster, electronically to the COR within 30 calendar days after performance start date and yearly thereafter. **(see Section J Attachment 2 Deliverable #2)**. The COR will forward the access rosters to the Security and Intelligence Division (S&ID), the Directorate of Plans, Training, Mobilization and Security (DPTMS) and visitors center yearly or upon request.

1.11.1 Physical Security. 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. Contractor shall secure and protect all personnel and property under their purview IAW Army Regulation (AR) 190 series regulations. This includes, but is not limited to; personnel; buildings; sensitive items; machinery; materials; office furnishings; petroleum, oil & lubricants (POL); prescribed load list (PLL), etc.

1.11.2 Key Control. The Government will not issue the Contractor keys. It is the Contractor's responsibility to purchase their own locks to secure their areas. Contractor shall obtain fuel keys from the rotational training unit to draw fuel at the designated fuel point.

1.11.3 Special Qualifications: Contractor shall be responsible for ensuring all personnel performing work under this contract possess and maintain current certifications as indicated in this paragraph during the execution of this contract. Electricians shall be certified by State of Louisiana and have passed the requirement under the National Electrician Code (NEC) certification program under R.S. 37:2150-2192 Title 23 of the Louisiana Revised Statutes of 1950 and fully trained in the use of the equipment listed within the PWS. Fuel handlers shall have successfully completed the Fort Polk, LA Environmental Compliance Officer Certification Course within 30 days after award.

1.11.4 Contractor personnel performing work under this contract shall be able to read, write, speak, and understand the English language to effectively carry out all contract requirements. They shall have a command of both the written and spoken English language to properly, clearly and effectively communicate in person or via electronic devices (telephone and/or computer) with co-workers, customers and the general public.

1.11.5 Contractor personnel performing work under this contract shall be U.S. citizens unless the provisions of AR 25-2, Army Cybersecurity have been fully completed and approval has been granted by the Government for a non-U.S. citizen to perform the required support.

1.11.6 Access and General Protection/Security Policy and Procedures: All Contractor personnel performing work under this contract shall comply with applicable installation, facility and area commander installation/facility access, local security policies and security procedures provided by the Security Manager Government representative. Contractor personnel shall provide all information required for background checks to meet installation access requirements to be accomplished by the installation Provost Marshal Office, Director of Emergency Services or Security Office. Contractor personnel shall comply with all personal identity verification requirements as directed by Department of Defense (DoD), HQ Department of Army (DA) or local policies. In addition to the changes otherwise authorized by this contract, should the Force Protection Condition (FPCON) at any individual facility or installation change, the Government may require changes in Contractor and subcontractor security matters or processes.

1.11.7 Anti-Terrorism (AT). The Contractor shall comply with the Threat Awareness and Reporting Program (TARP) and ensure all employees complete annual Level I Antiterrorism Awareness Training requirements prescribed by DOD regulations and Defense Federal Acquisition Regulation Supplement (DFARS), Section 252.225-7043 (Level I Antiterrorism Awareness Training). All Contractor employees, to include subcontractor employees, requiring access to Army installations, facilities and controlled areas shall complete AT Level I training and submit employee certificates of completion to the COR NLT 30 calendar days after performance start date and annually

thereafter (see **Section J Attachment 2 Deliverable #3**). AT level I awareness training is available at the following website: <https://jkodirect.jten.mil/Atlas2/page/login/Login.jsf>. In the event that the automated system is not available (e.g., server problems), AT Level I Awareness Training can be provided by a qualified instructor. Contact the installation AT/FP Office for guidance. If the training is not completed online, the Level I AT Awareness instructor qualification shall be coordinated with the installation Antiterrorism Officer or (installation security equivalent) and the resultant name(s) of approved instructors shall be provided to the contracting officer or designee along with all associated cost or schedule impacts to the contract. Antiterrorism performance (AT Level I Awareness Training attendance and compliance) may be documented as a performance metric under the resultant contract, and be part of past performance information in support of future source selections. IAW DoDI 2000.12, all DoD and non-DoD Tenants will comply with the installation AT Program. The Contractor shall attend live TARP training at least annually IAW AR 381-12, paragraph 1-101. Live training must be scheduled with the local Counter Intelligence (CI) office (902d Military Intelligence). The Contractor shall report threat-related incidents, behavioral indicators and/or other matters of counter intelligence interest specified in AR 381-12, paragraph 3 to the Contractor's Facility Security Officer, nearest military CI office, Federal Bureau of Investigation and/or the Defense Security Service. Methods of reporting include: online at <https://www.inscom.army.mil/isalute> and by phone 1-800-CALL-SPY (1-800-225-5779).

1.11.8 iWATCH Training: Contractor shall brief all employees on the local iWATCH program (training standards provided by the requiring activity ATO). This locally developed training will be used to inform employees of the types of behavior to watch for and instruct employees to report suspicious activity to the COR. Training is located at the following website: <http://www.myarmyonesource.com/familyprogramsandservices/iwatchprogram/default.aspx>. This training shall be completed within 30 calendar days after the performance start date and within 30 calendar days of new employees commencing performance under this contract. The results shall be reported to the COR NLT 30 calendar days after performance start date and within 30 days of new employees commencing performance under this contract (see **Section J Attachment 2 Deliverable #4**).

1.11.9 OPSEC Training: All Contractor employees must complete annual OPSEC awareness training. In accordance with AR 530-1 (Operations Security) and DODM 5205.02-M (DOD Operations Security (OPSEC) Program Manual), Contractor employees shall complete initial OPSEC Level I training NLT 30 calendar days after performance start date. New Contractor employees must complete Level I OPSEC training within 30 calendar days of reporting for duty and submit certificates to COR upon completion. OPSEC training is available at the following website: <https://securityawareness.usalearning.gov/opsec/>. OPSEC Awareness Training attendance and compliance may be documented as a performance metric and be part of past performance information in support of future source selections. Neither the Contractor nor any of its contract service providers shall disclose or cause to disseminate any information concerning operations of military activities. All inquiries, comments, or complaints arising from any matter observed, experienced, or learned as a result of, or in connection with, the performance of this contract, the resolution of which may require the dissemination of official information, shall be directed to the COR and KO. The Contractor shall only conduct business with KO, COR or Alternate COR (ACOR). Names of authorized personnel shall be provided to the Contractor by the COR, in writing, and updated as necessary throughout the contract period. The Contractor shall develop an OPSEC Standard Operating Procedure (SOP)/Plan to be reviewed and approved by the responsible government OPSEC officer, per AR 530-1 (Operations Security) and COR NLT 30 calendar days after performance start date and annually thereafter (see **Section J Attachment 2 Deliverable #5**). This SOP/Plan will include the Government's critical information list, why it needs to be protected, where it is located, who is responsible for it and how to protect it. The plan shall also address how the Contractor shall conduct a rotation at the JRTC utilizing SECRET material and identify an individual who will be the Contractor's OPSEC Coordinator. This SOP/Plan shall identify an individual who will be the Contractor's OPSEC Coordinator. The Contractor shall ensure this individual becomes OPSEC Level II certified per AR 530-1.

#### 1.11.10 Fort Polk Contract/Homeland Security Presidential Directive 12 (HSPD 12) Requirements

1.11.10.1 Requirements apply to any contract where contractor employees will access multiple Installations or require access to the government information systems.

1.11.10.2 All personnel hired under this contract who do not require a security clearance must have a favorable National Agency Check with Inquiries (NACI) to be issued a Common Access Card (CAC). The Contracting Officer Representative (COR) will ensure new hires complete a NACI through the Personnel Security Investigation Portal

(PSIP) by initiating a request through Operations Group Security Office no later than 15 days from the date of hire and completing the investigation (submission to OPM) within 30 days. Personnel who require a security clearance must be processed by their company Facility Security Officer or company Security Manager.

1.11.10.3 Instructions for completing the NACI process will be sent to the Project/Program Manager, Security Manager and the COR once the contract has been awarded and one of the above personnel notifies Operations Group Security Office for the initiation. The contractor shall schedule fingerprinting appointments with Operations Group Security Office. Personnel requiring a CAC who do not receive a favorable NACI will not be allowed to perform services under this contract.

1.11.10.4 In accordance with HQDA G2 Memorandum, "Guidance for Verification of U.S. Citizenship or Legal Status of Uncleared Contractors in Support of Homeland Security Presidential Directive-12", all Tier 1 investigative requests for any Contractor(s) that are either (1) U.S. Citizen born outside the U.S. or (2) non-U.S. Citizen, will be rejected unless a copy of the citizenship or legal status document is uploaded as part of the investigation request.

1.11.10.5 Employees who require a CAC for physical access or access to the Government information systems may be granted a CAC after the successful submission of the T-1 investigation through PSIP and a favorable fingerprint review by Security and Intelligence Division (S&ID). An unfavorable adjudication can result in loss or denial of computer access, physical access or employment on a federal installation.

1.11.10.6 All employees requiring a common access card (CAC) for physical access to multiple Installations or access to the government information systems may be granted a CAC after the successful submission of the NACI through PSIP and a favorable fingerprint review by Operations Group Security Office. An unfavorable NACI adjudication can result in the loss or denial of computer access, physical access or employment.

1.11.10.7 Sponsoring organizations, activities whose personnel do not need access to multiple Installations or access to the government information systems will submit a completed access control roster to the Visitor Control Center (VCC). They may receive a MOBILISA visitor card for the terms of their contract (until contract end date, not to exceed 3 years) when sponsored on an access roster. If not sponsored they will only receive a pass for up to 7 days.

1.11.10.8 MOBILISA card expirations may be updated to reflect a new contract period by submitting an updated access control roster to the VCC.

1.11.10.9 Access rosters may only be submitted via e-mail to the VCC by a .mil, .gov, .AAFES, address by the COR or security activity, all others will be returned without action.

1.11.11 Installation Access. All unescorted visitors to Fort Polk must be vetted at the Visitors Center, located adjacent to the main gate on Louisiana Avenue (building 5903). Personnel requiring unescorted access will present a state issued Real ID Act compliant driver's license (check status of your state at: <https://www.dhs.gov/real-id-enforcement-brief>). Visitors who do not have a Real ID act compliant driver's license may use alternate forms of ID to proof their identity. Contact the Fort Polk Visitor's Center at (337) 531-7907 to obtain a listing of authorized alternate forms of identity. Each visitor with acceptable screening results will be issued an access control credential for unescorted access to the installation. Personnel with unfavorable screening results may be denied unescorted access to Fort Polk. Law enforcement data obtained during the vetting process will not be released by personnel at the Visitors Center. A waiver process has been established for personnel who are denied unescorted access. Generally, waivers will be processed within five days of completion.

1.11.11.1 Escorted visitors who are accompanied by Department of Defense-affiliated personnel (active-duty Soldiers, civilian common access card holders, retiree ID card holders, DoD dependent ID card holders, and civilian contractor CAC holders) will not require vetting for access and will only need to produce a valid ID card; these visitors must be in the immediate vehicle of the escorting card holder. DoD affiliated personnel will be responsible for their escorted visitors on the installation. Personnel who are enrolled and vetted through the Rapid Gate program or possess an installation issued ID/Pass do not have escorting privileges.

1.11.11.2 The Fort Polk Visitors Center is open 24 hours a day, seven days per week. For additional information concerning access control please contact the Visitors Center at (337) 531-0380/4978/7186.

1.11.11.3 Contractors shall provide an access roster to Directorate of Emergency Services (DES), Visitors Center of all employees monthly or when any personnel change occurs for access to Fort Polk. An access roster will also be furnished to the Operations Group Security Office quarterly or upon request. Access rosters must be forwarded by the COR to the visitors control center using a specific format electronically from a government computer. All personnel employed under this contract will adhere to all Fort Polk access control policies which include, weapons registration, transportation of weapons on the installation, access control policies, use of installation passes and ID cards and the operation of motor vehicles.

1.12 Installation AT/FP. Pursuant to DoD Instruction Number 2000.16, "DoD Antiterrorism (AT) Standards," dated October 2, 2006, each Contractor employee requiring access to a Federally-Controlled Installation, facility and/or federally-controlled information system(s) shall complete Level I AT Awareness Training on an annual basis and receive a certificate of completion. The training is accessible from any computer and is available at <http://jko.jten.mil/courses/at11/launch.html>. The contractor is responsible for ensuring that all applicable employees have completed antiterrorism awareness training and shall certify that their workforce has completed the training through the submission of completion certificate(s) to the Contracting Officer and the Contracting Officer's Representative (if appointed) within five working days after contract award or prior to access to a federally-controlled installation or information system.

#### **Special Instructions.**

a. Using an internet search engine, search JKO (Joint Knowledge Online) to begin the process.

Clicks:

No DOD CAC

I am a US mil, government civil servant, or contract employee

I've been directed to take required training on JKO

Click on Courses

I do not have a .MIL, .GOV, or .NDU.EDU address or I am a Multi-National Student

Fill out the contact sheet and email to sponsor (This is the COR)

Sponsor will email to the JKO help desk. (This is the COR)

#### **Approval**

1) Help desk sends non-CAC user an email with User ID

2) Help desk will send a separate email with electronic token to register a new password (token is good for 24 hrs)

3) New User follows the instructions in the email and enters a new password

4) User will need to enroll in Course # JS-US007-14 (User has up to 30 days to complete the course)

In the event that the automated system at <https://jkodirect.jten.mil> not available (e.g., server problems), Level I AT Awareness Training can be provided by a qualified instructor. However, if the training is not completed online, the Level I AT Awareness instructor qualification must be coordinated with the installation Antiterrorism Officer or (installation security equivalent) and the resultant name(s) of approved instructors shall be provided the contracting officer or designee along with all associated cost or schedule impacts to the contract.

Antiterrorism performance (Level I AT Awareness Training attendance and compliance) may be documented as a performance metric under the resultant contract, and be part of past performance information in support of future source selections.

1.13 Post Award Conference/Periodic Progress Meetings. The Contractor shall attend, participate in and furnish input to scheduled and unscheduled meetings, conferences and/or briefings that relate to the contracted functions and services as required to provide effective communication and impart necessary information. These meetings include both on-site and off-site meetings, and the frequency may be weekly, monthly or as otherwise required. These meetings shall be at no additional cost to the Government.

1.14 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 Contractor performs 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, notifies both the KO and Contractor of any deficiencies, coordinates availability of government furnished property and provide site entry of Contractor personnel. The COR will also prepare Contractor Performance Assessment Reports System (CPARS) reports based on documented Contractor performance evaluations. A letter of designation is issued to the COR with a copy furnished to the Contractor stating 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 contract.

1.14.1 The COR will assist the Contractor in determining precise placement of items at the locations and coordination support between the Contractor and the end users. Contractor shall not take direction from any other person, regardless of the rank or station of the person that affects the requirements in the PWS or requests.

1.15 Key Personnel: Key personnel shall not be added to or removed from the contract without express acknowledgement of the COR. Any changes to the working status of these key personnel shall be transmitted (in writing) to the KO and the COR within 10 work days of the proposed change. If, for any reason, any of the key personnel becomes, or is expected to become, unavailable for work under this contract for a continuous period exceeding 30 work days, Contractor shall promptly replace personnel with personnel who possess qualifications equal to or better than that of the original employee. Contractor shall ensure all key personnel terminated or released from employment under this contract are replaced within 10 workdays of the termination. **(see Section J Attachment 2 Deliverable #6)** The following personnel are considered key personnel by the Government:

1.15.1 Contract Manager (CM). Contractor shall provide a CM 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 CM is absent shall be designated in writing to the KO and COR. The CM or alternate shall have full authority to act for the Contractor on all contract matters relating to daily operation of this contract. The CM and alternate shall be available at or in the vicinity of Fort Polk, LA at all times. The CM or alternate shall be available 24/7 during rotation or request periods.

1.15.2 Site Manager (SM). Contractor shall provide on-site support personnel to include a SM and provide 24-hour maintenance, repair and servicing tasks on Contractor furnished components. The SM shall be able to address all service requests within two (2) hours of notification. If additional time is required, Contractor shall coordinate and receive concurrence from the COR. Contractor shall also be responsible for coordinating service and/or maintenance response from subcontractors to specialized components such as generators that require support above the capability of the on-site personnel. The overall supervisor shall maintain 24/7 communications availability to the COR from contract award date until all requirements have been fulfilled.

1.16 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.

1.17 Contractor Personnel. The Government has the right to issue a barred from installation letter to any Contractor employee, or prospective Contractor employee, who is identified as a potential threat to the health, safety, security, general well-being or operational mission of the installation and its population. The Contractor shall furnish all personnel required for efficient operation of all phases of work incidental to performing the services required by this PWS. The Contractor shall provide qualified and trained personnel with the required technical, educational, and cultural experience to accomplish all requirements as specified in this PWS. The Contractor shall be responsible for ensuring all personnel performing work under this contract possess and maintain current certifications required by the PWS during the execution of this contract.

1.18 Identification of Contractor Employees. All Contractor personnel shall be identifiable by visibly wearing on the front exterior clothing, above the waist, a readable identification badge furnished by the Contractor and made of durable plastic. All Contractor identification shall comply with the standards established by Homeland Security Presidential Directive 12 (HSPD-12). The badge format is subject to approval by the COR. Badges shall be laminated and include the company's name (prime Contractor or sub-Contractor), ID number, issue and expiration dates, employee

name, job title and a color photograph of the recipient. A list of badges issued shall be provided to the KO and COR no later than 10 calendar days after performance start date and updated as changes occur (**see Section J Attachment 2 Deliverable #7**). The list shall include the badge ID number, issue and expiration dates, and the employee name for each badge issued.

1.19 Contractor shall only conduct business with the KO and COR. The names of the KO, COR and Alternate COR (if appointed) shall be provided to the Contractor by the Government, in writing, and updated as necessary throughout the contract period.

1.20 Contractor shall comply with all applicable federal, state and local laws and ensure equipment is secure while protecting material, equipment, and supplies from damage and loss. Government security personnel shall have the express right to inspect for security violations at any time during the term of the contract.

1.21 Conduct of Personnel. The Contractor shall be responsible for the performance and conduct of Contractor and subcontractor employees at all times. It is essential that all Contractor personnel meet the highest standards of professionalism and personal integrity. The Contractor shall ensure their personnel do not perform work under the influence of alcohol, illegal prescribed drugs or any other incapacitating agents. Personnel employed by the Contractor in the performance of this contract, or any representative of the Contractor entering Fort Polk and any other performance locations supported under this contract, shall abide by the applicable installation security regulations. Violation of such rules, regulations, laws, directives, or requirements shall be grounds for removal (permanently or temporarily as the Government determines) from the work site. Removal of employees does not relieve the Contractor from the responsibility for the work defined in this contract. The Contractor shall not employ for performance under this contract any person whose employment would result in a conflict of interest with the Government's standards of conduct.

1.21.1 All Contractor personnel shall conform to standards of conduct and code of ethics, which are consistent with those applicable to Government employees as provided in the Joint Ethics Regulation 5500.7.R. Contractor personnel shall present a neat professional appearance and be easily identified. This shall be accomplished by wearing distinctive clothing bearing the company name and by wearing appropriate badges that contain the company name and employee's name.

1.22 Physical Requirements and Work Environment. The work is primarily performed in a field setting. Contractor shall be responsible for ensuring that their employees are familiar with and follow normal safety precautions typical in a field environment.

1.23 Organizational Conflict of Interest (OCI).

1.23.1 Purpose. The primary purpose of this section of the PWS is to aid in ensuring the following:

- a. The Contractor does not obtain an unfair competitive advantage by establishing the ground rules for a future competition;
- b. The Contractor's objectivity and judgment are not biased because of its present or future interests (financial, contractual, organizational or otherwise) which relate to work performed under this contract; and
- c. The Contractor does not obtain an unfair competitive advantage by virtue of its access to non- public or proprietary information belonging to others.

1.23.2 Definitions

1.23.2.1 The term "Contractor" herein used means: (a) the organization (hereinafter referred to as "it" or "its") entering into this agreement with the Government; (b) all business organizations with which it may merge, join or affiliate now or in the future and in any manner whatsoever, or which hold or may obtain, by purchase or otherwise, direct or indirect control of it; (c) its parent organization if any and any of its present or future subsidiaries, associates, affiliates or holding companies and; (d) any organization or enterprise over which it has direct or indirect control now or in the future.

1.23.2.2 The term "proprietary information" for purposes of this clause means any information considered so valuable by its owners that it is held secret by them and their licensees. Information furnished voluntarily by the owner without limitations on its use, or which is available without restrictions from other sources, is not considered proprietary.

1.23.3 Biased Ground Rules. This type of conflict may arise in situations where a company sets the ground rules for a future competition. For example, when a Contractor develops requirements then competes to provide products or services to satisfy those requirements, thus obtaining a competitive advantage.

1.23.4 Impaired Objectivity. This type of conflict may exist where a Contractor's obligations under a contract require objectivity, but another role of the Contractor casts doubt on its ability to be truly objective. An example of this type of conflict is where a Contractor's work under one contract entails evaluating itself, its affiliates, or its competitors under a separate contract.

1.23.5 Unequal Access to Information. This type of conflict may arise when a Contractor has access to nonpublic or proprietary information as part of its performance under a contract that gives it an unfair advantage in a competition for a later contract.

1.23.6 General Constraints. The provisions of FAR Subpart 9.5, Organizational and Consultant Conflicts of Interest, concerning organizational conflicts of interest govern this contract. Potential conflicts may exist in accordance with FAR 9.505-1, Providing Systems Engineering and Technical Direction, through 9.505-4, Obtaining Access to Proprietary Information. In this regard, the Contractor is responsible for identifying any actual or potential organizational conflicts of interest to the KO that arise as the result of performance under this contract. To avoid or mitigate a potential conflict related to performance under this contract, the KO will impose appropriate constraints such as the constraints discussed below. Since it is impossible to foresee all of the circumstances that might give rise to organizational conflicts of interest, the constraints discussed below are not all inclusive and the KO may impose constraints other than, or in addition to, the constraints listed below.

1.23.6.1 The Contractor agrees that if it provides, under a contract or task order or delivery order, systems engineering and technical guidance for systems and programs, but does not have overall contractual responsibility, it will not be allowed to be awarded a contract or task or delivery order to supply the system or any of its major components or be a subcontractor or consultant to a supplier of the system or any of its major components (FAR 9.505-1).

1.23.6.2 The Contractor agrees that if it prepares complete specifications for non-developmental items or assists in the preparation of work statements for a system or services under a contract, task order or delivery order, it will not be allowed to furnish these items, either as a prime Contractor, a subcontractor or as a consultant (FAR 9.505-2).

1.23.6.3 The Contractor agrees that it will neither evaluate nor advise the Government with regard to its own products or activities. The Contractor will objectively evaluate or advise the Government concerning products or activities of any prospective competitors (FAR 9.505-3).

1.23.6.4 The Contractor agrees that if it gains access to proprietary information of other companies, it will exercise diligent effort to protect such proprietary information from unauthorized use or disclosure (FAR 9.505-4). In addition, the Contractor agrees to protect the proprietary information of other organizations disclosed to the Contractor during performance of this contract with the same caution that a reasonably prudent Contractor would use to safeguard highly valuable property. The Contractor also agrees that if it gains access to the proprietary information of other companies it will enter into written agreements with the other companies to protect their information from unauthorized use or disclosure for as long as it remains proprietary and to refrain from using the information for any purpose other than that for which it was furnished. Contractor shall provide copies of such agreements to the KO.

1.23.6.5 If the Contractor, in the performance of this contract, obtains access to plans, policies, reports, studies, financial plans, data or other information of any nature which has not been released or otherwise made available to the public, the Contractor agrees that without prior written approval of the KO, it shall not: (a) use such information

for any private purpose unless the information has been released or otherwise made available to the public, or (b) release such information unless release is otherwise authorized under the contract or such information has previously been released or otherwise made available to the public by the Government.

1.23.7 Non-Disclosure Agreements. Contractor shall obtain from each employee who has access to proprietary information under this contract, a written agreement which shall in substance provide that such employee shall not, during his/her employment by the Contractor or thereafter, disclose to others or use for their benefit, proprietary information received in connection with the work under this contract. The Contractor will educate its employees regarding the restrictions imposed by FAR 9.505-4, so that they will not use or disclose proprietary information or data generated or acquired in the performance of this contract, except as provided herein.

1.23.8 Training. Contractor shall effectively educate its employees, through formal training, company policy, information directives and procedures, in an awareness of the legal provisions of FAR Subpart 9.5 and its underlying policy and principles, so that each employee will know and understand the provisions of that Subpart and the absolute necessity of safeguarding information from anyone other than the Contractor's employees who have a need to know, and the U.S. Government.

1.23.9 Subcontracts. The Contractor shall include the provisions in the paragraphs 1.23.2. through 1.23.8. above and this paragraph in consulting agreements, teaming agreements, and subcontracts of all tiers which involve access to information or the performance of services described in paragraph d. above. The use of this clause in such agreements shall be read by substituting the word "consultant" or "subcontractor" for the word "Contractor" whenever the latter appears.

1.23.10 Additional Constraints. Task Orders issued under this contract may impose additional requirements and/or restrictions relating to 1.23.11, to include the requirement for the Contractor and its subcontractors and employees to furnish the Government with written non-disclosure agreements or statements of no conflict of interest. With regard to any proposal submitted by the Contractor (in response to a Request for Task Order Proposal), by submitting its proposal, the Contractor represents that it has disclosed to the KO, prior to the issuance of the task order, all facts relevant to the existence or potential existence of OCI as that term is used in FAR Subpart 9.5.

1.23.11 Conflicts Involving Future Procurements: The award of this contract or acquiescence in the Contractor's performance of services here under shall not constitute or be interpreted as a determination that the Contractor is eligible to participate in future procurements, developmental efforts, implementation efforts, or related activities. Only the KOs for such efforts, applying the rules, principles, and procedures of FAR Subpart 9.5, have the authority to determine whether a conflict exists in connection with such procurements.

#### 1.23.12 Representations and Disclosures:

1.23.12.1 The Contractor represents that it has disclosed to the KO, prior to award of this contract, all facts relevant to the existence or potential existence of OCI as that term is used in FAR Subpart 9.5.

1.23.12.2 The Contractor represents that if it discovers an OCI or potential conflict of interest after award of this contract, a prompt and full disclosure shall be made in writing to the KO. This disclosure shall include a description of the action the Contractor has taken or proposes to take in order to avoid or mitigate such conflict.

#### 1.23.13 Remedies and Waiver:

1.23.13.1 For breach of any of the above restrictions or for non-disclosure or misrepresentation of any relevant facts required to be disclosed concerning this contract, the Government may terminate this contract for default, disqualify the Contractor for subsequent related contractual efforts, and pursue such other remedies as may be permitted by law or this contract. If, however, in compliance with this PWS, the Contractor discovers and promptly reports an OCI (or the potential thereof) subsequent to contract award, the KO may terminate this contract for convenience if such termination is deemed to be in the best interest of the Government.

1.23.13.2 The parties recognize that this clause has potential effects, which will survive the performance of this contract, and that it is impossible to foresee each circumstance to which it might be applied in the future.

Accordingly, the Contractor may at any time seek a waiver from the cognizant KO by submitting a full written description of the requested waiver and the reasons in support thereof (FAR 9.503).

1.24 Reserved

1.25 Site Set-up and Routes.

1.25.1 Site Setup. Contractor shall ensure all components at the sites are in place (if not already established) and operating at the specified capacities/capabilities a minimum of 48 hours in advance of the date listed on the request. This requirement is placed to ensure that at the completion date, all components have been tested and any deficiencies noted are corrected prior to the end users making actual occupation of the site. Contractor shall be responsible for placing the components on the site IAW the COR directions.

1.25.2 Routes. Contractor shall use only those routes approved by the Government to place, service and remove all components required by this PWS. During the event, Contractor shall be responsible for ensuring all contractor personnel, to include subcontractors, adhere to these routes and all installation traffic rules and/or regulations. The adherence to the routes, rules, and regulations shall be in effect at all times during the execution of this contract and shall be strictly enforced.

1.26 Safety. Prior to commencement of work, Contractor shall provide to the COR a copy of their site-specific Safety Plan that includes a completed Activity Hazard Analysis (AHA) of significant hazards and plan to control identified hazards. In this Safety Plan, the Contractor's Safety and Occupational Health Program shall be documented. Contractor shall report accidents/mishaps to the COR. The GSO and other safety personnel on post reserve the right to perform visual inspections of the Contractor's and subcontractor's job site. Any non-compliance or violations will be reported to the COR.

1.27 Transfer of Accountability (TOA). Contractor shall be responsible for the accountability of all items furnished IAW this PWS until the end user occupies the site, at which time the end user will assume accountability for the site. TOA will be accomplished by means of a joint 100% inventory of all site components conducted by the Contractor Supervisor and the Military Person in rank of E-7 or above. At the completion of the joint inventory, the command designated representative shall sign for all components he/she is accepting accountability for. At the completion of operations, this action shall be reversed and Contractor shall regain accountability for the components. It shall be the Contractor's responsibility to prepare all paperwork necessary to accomplish the TOAs. Contractor shall submit a Lost or Damaged Claim to the KO through the COR no later than fourteen (14) days from the date that the RTU clears. The Contractor is responsible only for those items requested IAW this PWS.

1.28 Workload. The workload will fluctuate throughout the life of this contract. As world events change, the mission of Fort Polk and the JRTC may change accordingly, necessitating an increase or decrease in equipment and level of effort required under the contract. Variation in workload and/or deviation from the historical information provided shall not limit the contractor's obligation to perform services as described here in at satisfactory levels.

1.29 Contractor Photography. IAW USC Title 18 and in the interest of National Defense, it is unlawful to take any photographs, render sketches, drawings, maps, or geographical representation or other media of JRTC and Fort Polk military installation or training areas without first obtaining approval from the Directorate of Plans, Training, Mobility and Security: Chief, S&ID; AT/FP Officer; Visual Information; and Directorate of Emergency Services, Physical Security Office.

1.29.1 IAW Garrison Policy Memorandum #6, (July 18, 2013), Installation Photography and Other Media, paragraph 5c, as well as any subsequent memorandums on the subject, Contractors must have prior approval for any activity that involves photographs, video or drawings of installation infrastructure. This policy does not apply to Government Quality Assurance personnel and the COR performing inspections or contract surveillance.

1.29.2 Personnel taking photographs, videos, sketches, drawings, maps or other presentations of JRTC and Fort Polk must be in possession of an approved photo request and present it to law enforcement or competent authority upon demand.

1.29.3 Report all unauthorized photographic activity to the DES 911 Center or the Installation Operations Center.

1.30 JRTC and Fort Polk Environmental Specifications for Contracts. Contractors performing activities on Fort Polk shall comply with the following applicable environmental requirements:

1.30.1 Compliance with Environmental Laws and Regulations. Comply with all applicable federal, state, and local environmental laws, statutes, regulations, executive orders, permits, Army regulations (with supplements), and JRTC and Fort Polk Regulations. Immediately report any conflicts between applicable federal, state, local environmental laws, statutes, executive orders, provisions of Army Regulation 200-1, JRTC and Fort Polk Regulation 200-1, and any specifications within this contract to the Contracting Officer Representative (COR) and the Directorate of Public Works, Environmental and Natural Resources Management Division (DPW-ENRMD).

1.30.2 Reserved

1.30.3 Compliance with Green Procurement Requirements. Follow Federal EPA Comprehensive Procurement guidelines ([www.epa.gov/cpg](http://www.epa.gov/cpg)) for acquisition of building materials and products and select materials that have a long life cycle; the least toxic materials; recyclable materials; materials that are resource-efficient; materials with the maximum recycled content; materials harvested on a sustained yield basis; and products causing the least pollution during their manufacture, use, and reuse.

1.30.4 Compliance with Licenses and Certifications Requirements. Obtain all licenses and certifications required by federal, state, and local environmental laws and regulations necessary to adhere to the specifications of this contract. The Contractor shall submit all plans, notifications, reports, submittal documents, and fees required by federal, state, and local environmental laws and regulations to the appropriate federal, state, and local authority and/or agency as necessary to adhere to the specification of this contract.

1.30.5 Notification of Federal and State Regulators. Notify immediately DPW-ENRMD and COR of the arrival on site of any federal, state, and/or DoD environmental regulator or enforcement agent and/or the receipt of any correspondence from a federal or state environmental agency.

1.30.6 Inspections of Work Sites. Submit to potential federal, state, Army and installation work site environmental regulatory inspections and/or investigations into non-compliances, and fully cooperate with such inspections/investigations by providing the appropriate records and documentation. Environmental regulatory agencies are authorized by law to inspect any work site for environmental compliance with regulatory requirements. If an inspection is conducted, it will not stop or disrupt ongoing contract activities. The inspection will only require the work site environmental officer, or supervisor/manager to answer questions and/or escort the inspector to specific work site areas with the potential to affect environmental quality. Typical environmental work site inspections are conducted in less than 15 minutes with an approximate frequency of one inspection every two months.

1.30.7 Reporting Non-Compliance. Report immediately any nonconformance and/or noncompliance with applicable federal, state or local environmental laws, Army and installation environmental regulations to the COR and DPW-ENRMD.

1.30.8 Verification of National Environmental Policy Act Documents. Obtain from the COR and/or DPW-ENRMD, a copy of the installation's completed National Environmental Policy Act analysis and associated decision document (Environmental Impact Statement and Record of Decision); Environmental Assessment and Finding of No Significant Impact; or Record of Environmental Consideration on the proposed contract actions prior to commencement of such actions.

1.30.9 Environmental Management System. Contractors shall take the necessary actions to identify, monitor, and control those operations and activities that pose risk of contamination, or can negatively impact the natural and/or human environment in accordance with Fort Polk's ISO 14001 Environmental Management System procedures.

1.30.10 Assigning Environmental Compliance Officers. Contractors shall designate the appropriate number of personnel to perform Environmental Compliance Officer (ECO) functions in accordance with the requirements of

Army Regulation 200-1 and JRTC and Fort Polk Regulation 200-1 for all contract work periods exceeding 180 consecutive days. Contractors will designate a primary and alternate ECO for each shop or work area that uses and/or stores hazardous materials and/or generates hazardous wastes. An ECO is an individual from the Contractor's staff appointed to ensure that environmental requirements are met. Work areas will have at least one ECO on duty at all times. Within 15 days of start of contract performance, each designated ECO and alternate must successfully complete the 40-hour ECO course provided on post by DPW-ENRMD. In addition, each ECO must successfully complete an 8-hour annual refresher. Annual re-certification (e.g., refresher training) must be completed within each anniversary of the 40-hour ECO course. Failure to meet this requirement will necessitate re-taking the 40-hour course. The positions of ECO are not full-time positions. Individuals so designated may perform other duties provided they are available to perform ECO duties when required. Contractors using and/or storing very small quantities of hazardous materials may request a waiver of this requirement through the COR to DPW-ENRMD.

1.30.11 Competency Training for Contractor Personnel. Contractor shall not allow personnel to perform any activities and/or tasks on Fort Polk without proper and adequate qualifications or job competency training. In the event of any identified noncompliance, the Contractor shall, if requested, provide proof of contract personnel training or qualification (individual name, training/qualification type, training/qualification certificate, and date of training/qualification) to perform those contract activities associated with the identified noncompliance.

1.30.12 Use of Ozone Depleting Compound. Submit in writing the quantity, type, and location of Ozone Depleting Compounds used on the installation quarterly and within 48 hours prior to the expiration of the contract to the DPW-ENRMD. The Contractor shall submit within 10 working days of completing any work on equipment containing more than 50 pounds of refrigerant charge: the building location, name, model, serial number, and capacity of the unit; the amount of refrigerant removed and replaced; description of work performed and results of the subsequent verification testing to the DPW-ENRMD and COR. The Contractor shall complete and submit an Emissions Inventory Questionnaire in accordance with JRTC and Fort Polk Regulation 200-1, Appendix G, to the DPW-ENRMD for actions that modify or add an air emission source on the installation prior to adding or altering any emission source.

1.30.13 Generation of Solid Waste. Remove from the installation and dispose of all solid waste generated, which cannot be recycled to an approved and permitted off-post disposal facility. Contractors shall make every effort to divert 50 percent of all construction and demolition debris waste and 40 percent of all other solid waste to comply with the Army Integrated Solid Waste Management Policy. Prior to removing any waste from Fort Polk for disposal, the Contractor shall coordinate with the installation Qualified Recycling Program Manager and DPW-ENRMD to arrange for recyclable materials to be removed and diverted from the waste stream and provided to the installation to receive credit toward meeting diversion requirements. Submit in writing the quantities of waste removed and recycled to the DPW-ENRMD Solid Waste Manager on a monthly basis and at the expiration of the contract. The submittal shall include the date of disposal/recycling, the disposal/recycling facility, the types of material disposed/recycled, and the quantities of materials disposed/recycled by weight. The Contractor shall establish a program to promote cost-effective waste reduction in all operations and facilities covered by the contract. This includes collection, separation, and processing products or other materials recovered from solid waste streams for use in the form of raw materials. The Contractor shall make maximum effort to reduce and prevent waste and comply with Executive Order 13423.

1.30.14 Generation of Hazardous Waste. Properly profile all waste generated as part of this contract to determine if any waste is hazardous waste as defined by 40 CFR. Contractor shall accumulate hazardous waste prior to disposal shipment in a satellite accumulation point at or near the point of generation or in a less-than-90-day site, in accordance with federal, state, Army, and installation regulations. The Contractor shall properly package the hazardous waste and complete the hazardous waste manifest, then take the manifest to DPW-ENRMD for approval and signature prior to removing any hazardous waste from the installation. Contractor shall contact DPW-ENRMD to obtain the installation's hazardous waste EPA ID number for the hazardous waste manifest. The Contractor shall notify DPW-ENRMD 24 hours prior to removing any hazardous waste from the installation. The contractor shall remove and dispose of manifested hazardous waste generated by contract activities from the installation, to an approved off-post permitted hazardous waste disposal facility. The DPW-ENRMD shall assist contractors with profiling their waste upon request. The final signed hazardous waste manifest must be returned to DPW-ENRMD, CMB within 30 days of hazardous waste removal from the installation. The final HW Manifest must contain the proper HW method disposal codes as specified in 40 CFR 262.41, 264.75 and 265.75.

1.30.15 Use of Hazardous Materials. Submit a hazardous material inventory list for all contract work periods exceeding 180 consecutive days. The inventory list will contain the hazardous material type and maximum quantities of materials on hand utilizing Fort Polk Form 156 and submitted within 30 days of work site establishment. The hazardous material will be properly identified and include any applicable identification number, such as National Stock Number or Special Item Number. The Contractor shall maintain copies of Safety Data Sheets (SDSs) for all hazardous materials used and stored on site during performance of the contract. Contractor shall not supply or deliver any hazardous materials or chemicals to Fort Polk that are listed on the EPA toxic chemical list (see JRTC and Fort Polk Regulation 200-1) without prior written approval from DPW-ENRMD.

1.30.16 Prevention of Storm Water Pollution. The Contractor shall prepare and implement a site-specific Storm Water Pollution Prevention Plan (SWPPP) in accordance with the Louisiana Pollution Discharge Elimination System (LPDES) general storm water permits for small (1-4.9 acres) and large (5 acres and larger) construction activities (totals are cumulative across all portions of the project). The Contractor shall prepare the SWPPP prior to any soil disturbance and make the SWPPP available upon request. The Contractor shall designate an individual to receive a 30 minute "Annual Storm Water Construction Training" class prior to any soil disturbance. DPW-ENRMD will provide the training at no cost to the Contractor at the construction site. The Contractor shall contact DPW-ENRMD to schedule the training. The Contractor shall have a trained individual on the work site at all times during activities at the construction site. The Contractor shall monitor activities to prevent pollution of surface and ground waters as identified in the site specific SWPPP. The Contractor shall maintain and make available upon request all SWPPP inspection records. For construction activities 5 acres and larger, Contractors shall prepare and submit a Notice of Intent (NOI) to Louisiana Department of Environmental Quality (LDEQ) and present the NOI and NOT to installation personnel upon request. The Contractor shall not apply any toxic or hazardous chemicals and pesticides to soil or vegetation without prior DPW-ENRMD approval. The Contractor shall comply with state and installation storm water requirements and protect all water bodies and/or tributaries potentially affected by Contractor activities. For construction activities immediately adjacent to impaired surface water bodies, the Contractor shall quantify sediment or pollutant loading when requested by Federal, State, or installation personnel. The list of installation impaired surface waters bodies is available at the DPW-ENRMD.

1.30.17 Control of Erosion. Provide erosion and sediment control measures in accordance with federal, state, Army, and installation laws and regulations when required. The erosion and sediment controls selected and maintained by the Contractor shall ensure that water quality standards are not violated because of ongoing activities. The Contractor shall construct or install temporary and permanent erosion and sediment control measures as required. The Contractor shall use Best Management Practices (BMPs) for storm water pollution prevention measures in accordance with the LPDES General Permit. No ground disturbance activities shall be initiated until all appropriate Best Management Practices are installed as required per manufactures specifications. All permanent and temporary control measures will be removed after final stabilization and project acceptance by the COR.

1.30.18 Use of Pesticides. Submit the type and quantity of regulated pesticides, herbicides, or fungicides to be applied, the application purpose, and location to the DPW-ENRMD and COR for approval 10 working days prior to the initial application. The Contractor shall submit the actual quantities applied to the DPW-ENRMD and COR within 2 working days (48 hours) after each approved application. The Contractor shall utilize Integrated Pest Management (IPM) technology and procedures in strict compliance with all applicable federal, state, Army, and installation regulations, to include Fort Polk's Pest Management Plan. Pesticide applicators shall be certified, licensed and maintained in accordance with the State of Louisiana and/or Department of Defense regulations. The Contractor shall provide evidence of personnel licenses and certification to the Contracting Officer and the DPW-ENRMD prior to the initial application of pesticides, herbicides, or fungicides. Only those pesticides registered with the USEPA and approved by the Command Consultant at the Army Environmental Command and the DPW-ENRMD shall be utilized and then only in strict accordance with product labeling. The installation reserves the right to prohibit and limit the amount and type of pesticides used.

1.30.19 Reserved

1.30.20 Protection of Work Site Resources. Confine all activities to areas defined by the drawings and specifications. Prior to the beginning of any work, the Contractor shall identify any land resources to be preserved within the work area. Except in areas indicated on the drawings or specified to be cleared, the Contractor shall not

remove, cut, deface, injure, or destroy land resources including trees, shrubs, vines, grasses, topsoil, and landforms. The Contractor shall provide effective protection for land and vegetative resources at all times. Prior to site clearing and grubbing, the Contractor shall coordinate harvesting of saleable timber with the DPW-ENRMD. Contractor shall notify the DPW-ENRMD if any trees are required to be disposed or removed. The Contractor is not authorized to remove or dispose of any tree greater than 6 inches in diameter unless permission has been granted in writing by the DPW-ENRMD.

1.30.21 Prevention of Spills. Develop, maintain, and post at the worksite a written site specific Spill Response Plan if transporting, processing, storing, or in any way managing hazardous waste, hazardous material, Petroleum-Oils-Lubricants (POL), or other restricted items. In case of a spill, the person in control of the spill site or their designated representative shall take appropriate action to protect workers and bystanders; contain the spill (if it can be done safely); secure the spill site; restrict ignition sources; and immediately contact the installation Fire and Emergency Services (Fire Department) for assistance (911 or 531-2026). Contractors storing 1,320 gallons or more of any oil-based product in an aboveground storage tank at a construction site shall develop a Spill Prevention Control Countermeasure (SPCC) Plan and present such plan to the DPW-ENRMD prior to placement. Immediately respond to actual emergencies and accidents, prevent or mitigate associated adverse environmental impacts, and contact the installation Fire and Emergency Services at 911.

1.30.22 through 1.30.23 are Reserved

1.30.24 Protection of Sensitive Areas. Comply with all installation designated sensitive and/or off-limit area restrictions. Sensitive areas are marked with orange carsonite signs with reflective stickers indicating what activities (e.g., driving, digging, foot traffic) are prohibited. These stakes are placed on the boundary of the sensitive area. The stakes will show one or a combination of symbols. The Contractor shall also adhere to the following installation sensitive areas requirements:

1.30.24.1. Cultural Resources Sites. Do not excavate, remove, damage, or otherwise deface any archeological resource located on public lands.

1.30.24.2 Endangered Species Habitats. Do not initiate any action that may disturb, endanger, or damage to any degree the habitat of a Red-Cockaded Woodpecker (RCW) or cavity tree. Individual RCW cavity trees are marked with two, 6-inch-wide white bands at 4 feet above ground level and a 200-foot buffer zone marked with yellow signs extends around each RCW cavity tree.

1.30.24.3 Wetlands. Do not excavate or take any action that could fill or damage any wetland unless working under a project-specific Corps of Engineers 404 permit. Wetlands include streams, riparian areas, bogs, marshes, and swamps.

1.30.25 Corrective Action for Noncompliance. Contractor shall when given a verbal and/or written notice of environmental noncompliance or nonconformance by the COR, take immediate corrective action. Failure or refusal to comply promptly may be grounds for the Contracting Officer to invoke the appropriate contractual remedies. This may cause all or part of the work to be stopped immediately until satisfactory corrective action has been taken.

1.30.26 Environmental Contact Information. Contact the Fort Polk Directorate of Public Works, Environmental and Natural Resources Management Division (DPW-ENRMD) at 531-6008/7008 or visit Building 2516 located at the intersection of Mississippi Avenue and 23rd Street for assistance. The environmental staff is available during non-duty hours and non-emergencies through the installation Field Officer of the Day (FOD) at 531-1726. For environmental emergencies, contact the installation Fire Department at 911.

1.30.27 In accordance JRTC and Fort Polk Regulation 200-1, all mission and garrison organizations, tenants, and installation contractors are required to incorporate all appropriate environmental specifications into contracts and agreements issued for execution on JRTC and Fort Polk. The appropriate environmental specifications must be incorporated into the procurement data package prior to forwarding the packet to the appropriate contracting agency or Contracting Officer for processing or issuance.

1.30.27.1 The type contracts that require the incorporation of environmental specifications include construction and

renovation contracts, service contracts that require services to be performed outside a facility, and supply contracts that include the acquisition of hazardous materials. Organizations should contact DPW-ENRMD with questions, concerns and/or requests for assistance with the application of the environmental specifications.

1.30.27.2 Point of contact for DPW-ENRMD is (337) 531-7008, DSN 863-7008.

1.31 Reserved

1.32 Loss and Damages Claims. Contractor shall submit a Lost or Damaged Claim to the KO through the COR no later than fourteen (14) business days from the date that the unit clears. Claims will be captured under a separate contract line item number for visibility/tractability purposes. **(see Section J Attachment 2 Deliverable #8)**

## PART 2 DEFINITIONS AND ACRONYMS

### 2.0 Definitions and Acronyms

#### 2.1 Definitions

2.1.1 Contractor: A supplier or vendor having a contract to provide specific supplies or service to the government. The term used in this contract refers to the prime.

2.1.2 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.

2.1.3 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.

2.1.4 Defective Service: A service output that does not meet the standard of performance associated with the Performance Work Statement.

2.1.5 Deliverable: Anything that can be physically delivered but may include non-physical things such as meeting minutes, accident reports, any employee changes, and screening checks of new employees.

2.1.6 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.

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

2.1.8 Quality Assurance (QA): The Government procedures to verify that services being performed by the Contractor are performed according to acceptable standards.

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

2.1.10 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.

2.1.11 Subcontractor: One that enters into a contract with a prime Contractor. The Government does not have privity

of contract with the subcontractor.

2.1.12 Work Day: Number of hours per day the Contractor provides services shall be IAW the contract.

2.1.13 Performance Requirement Summary (PRS): A listing of the service outputs under the contract that are to be evaluated by the COR on a regular basis, the surveillance methods to be used for these outputs, and the performance requirement of the listed outputs.

## 2.2 Acronyms

ACOR - Alternate Contracting Officer Representative  
ADVON - Advanced Party  
AFARS - Army Federal Acquisition Regulation Supplement  
AHA - Activity Hazard Analysis  
APOD - Aerial Port of Debarkation  
AR - Army Regulation  
AT - Antiterrorism  
ATO - Antiterrorism Office  
BCT - Brigade Combat Team  
BLST - Brigade Logistics Support Team  
BMP - Best Management Practice  
CA - Corrective Action  
CAC - Common Access Card  
CAP - Corrective Action Plan  
CDR - Contract Discrepancy Report  
CFR - Code of Federal Regulations  
CI - Counter Intelligence  
CPARS - Contractor Performance Assessment System  
CM - Contract Manager  
CONUS - Continental United States (excludes Alaska and Hawaii)  
COR - Contracting Officer Representative  
CSH - Combat Support Hospital  
CT - Compensatory Time  
DA - Department of the Army  
DES - Directorate of Emergency Service  
DFAC - Dining Facility  
DFARS - Defense Federal Acquisition Regulation Supplement  
DPTMS - Directorate Plans Training Mobilization & Security  
DMDC - Defense Manpower Data Center  
DOD - Department of Defense  
DPW-ERND - Directorate of Public Works, Environmental & Natural Resource Management Division  
ECO - Environmental Compliance Officer  
ECP - Entry Control Point  
ECU - Environmental Control Unit  
FAR - Federal Acquisition Regulation  
FB - Fire Base  
FoF - Force on Force  
FP - Force Protection  
FPCON - Force Protection Condition  
FSO - Full Spectrum Operations  
FY - Fiscal Year  
GAL/DAY - Gallons per day  
GFE - Government Furnished Equipment  
GFI - Ground Fault Interrupter  
GFM - Government Furnished Material  
GFP - Government Furnished Property

GSO - Garrison Safety Office  
HNSF - Host Nation Security Forces  
HQDA - Headquarters Department of the Army  
HUD - Heads Up Display  
HVAC - Heating Ventilation Air Conditioning  
HW - Hazard Waste  
HWS - Hand Wash Station  
IA - Information Assurance  
IAT - Information Assurance Technician  
IAW - In Accordance With  
ID - Identification  
IPM - Integrated Pest Management  
IT - Information Technology  
JCOP - Joint Combat Outposts  
JKO - Joint Knowledge Online  
JP-8 - Jet Propellant 8  
JRTC - Joint Readiness Training Center  
KO - Contracting Officer  
KW - Kilowatt  
LBP - Lead Based Paint  
LEDQ - Louisiana Department of Environmental Quality  
LFX - Live Fire Exercise  
LPDES - Louisiana Pollution Discharge Eliminations System  
LPN - Lead Paint Notification  
NACI - National Agency Check & Intelligence  
NEC - National Electrical Code  
NFPA - National Fire Prevention Association  
NLT - No Later Than  
NOI - Notice of Intent  
OCI - Organizational Conflict of Interest  
OCONUS - Outside Continental United States (includes Alaska and Hawaii)  
OPSEC - Operations Security  
OT - Overtime  
PLL - Prescribed Load List  
POC - Point of Contact  
POL - Petroleum, Oil, Lubricants  
POP - Period of Performance  
PPM - Parts Per Million  
PRS - Performance Requirements Summary  
PSIP - Personnel Security Investigation Portal  
PWS - Performance Work Statement  
QA - Quality Assurance  
QASP - Quality Assurance Surveillance Plan  
QC - Quality Control  
QCP - Quality Control Plan  
RCW - Red-cockaded Woodpecker  
RTU - Rotational Training Unit  
SDS - Safety Data Sheet  
SM - Site Manager  
SOP - Standard Operating Procedure  
SPCC - Spill Prevention Control Counter Measure  
SWPPP - Storm Water Pollution Prevention Plan  
TA - Training Area  
TARP - Threat Awareness & Reporting Program  
TE - Technical Exhibit  
TOA - Transfer of Accountability

TOC - Tactical Operational Command  
UAS - Unmanned Aerial System  
UAV - Unmanned Aerial Vehicle  
VCC - Visitor Control Center

PART 3  
GOVERNMENT FURNISHED PROPERTIES, EQUIPMENT AND SERVICES

3.1 Government Furnished Items and Services. The Government will furnish the property, equipment and services listed below.

3.2 Services. Government shall furnish potable water for showers and bulk drinkingwater.

3.2.1 There are two (2) potable water sites, one (1) located at North Fort and one (1) located at South Fort.

3.3 Facilities. The Government will furnish a facility and storage yard (400ft x160ft) for exclusive use by the Contractor during the performance of each request, to include a 480 sq. ft. building and no charge for electric which are connected to the existing building. The facility is NOT considered GFP. The Contractor is responsible for providing security/protection of all materials, supplies and/or equipment within the storage yard. The Contractor may request approval to add Contractor furnished additional structures to the yard but shall be responsible for connection of utilities to the additional structures if are approved by the Government. Cost of the connection and utility shall be at the Contractor's expense. Contractor shall be responsible for maintenance of all structures, Contractor and/or Government furnished. Contractor shall submit a work order for any maintenance to the yard and fence.

3.4 Utilities. Contractor shall be furnished electricity to existing building structures that were provided by the Government.

3.5 Equipment. None.

3.6 Materials. Government shall furnish fuel to be used to refuel Contractor furnished equipment. The Contractor is not authorized to use Government fuel in Contractor vehicles. Contractor shall provide fuel transportation vehicle(s). Contractor shall receive the fuel from a bulk fuel-dispensing site at Fort Polk.

PART 4  
CONTRACTOR FURNISHED ITEMS AND SERVICES

4.1 General. Contractor shall ensure all components for sites meet or exceed the following specifications.

4.2 Material. Contractor is responsible for all materials.

4.3 Equipment. Contractor shall provide and deliver all equipment.

4.3.1 Tents. The following provides the typical tent configuration. Variations based upon requirements may be coordinated with the Contractor. All tents shall be clear span metal frame structures that when erected provide a minimum wind load capability of 80 mph.

4.3.1.1 Sleep tent with climate control, shall be able to house up to 1,300 PAX at a minimum of 35 square foot per person located at North Fort Polk and 2,000 PAX at a minimum of 35 square foot per person located at the APOD. Each tent will be requested per rotation based on unit locations.

4.3.1.2 DFAC tent with climate control shall be no less than 9,000 sq. ft. with a variance allowed of +/- 10% located at the APOD. Tent will be requested per rotation based on unit locations.

4.3.1.3 Tactical Operations Command (TOC)/Admin/other uses as required with climate control, shall be no less than 1,200 sq. ft. with a variance allowed of +/- 10%. Admin tents shall be no less than 600 sq. ft. with a variance allowed of +/- 10%. Tents may be requested on an as needed basis.

4.3.2 Tent Flooring. Contractor shall provide, place and maintain flooring in all tents. The flooring shall be plastic/durable material to last through rough/austere weather conditions.

4.3.3 Cots. Contractor shall provide folding sleeping cots.

4.3.4 ECUs. Contractor shall provide environmental control units.

4.3.5 Generators. Contractor shall provide generators with external fuel tanks.

4.3.6 Hygiene Units. Contractor shall provide hygiene units with tank-less water heaters.

4.3.7 Fire Extinguishers. Contractor shall provide fire extinguishers to extinguish chemical fire hazards.

4.3.8 Light Tower Units. Contractor shall provide energy conserving (solar) self-contained light tower units.

4.3.9 Transport Bulk Potable Drinking Water. Contractor shall provide transport vehicle to pickup, transport, and distribute potable drinking water.

4.3.10 Potable container. Contractor shall provide no less than 1,200 gallon potable containers.

4.3.11 Transport Bulk Water for Hygiene. Contractor shall provide vehicle to transport bulk potable water from a designated fill point to designated storage and dispensing site.

4.3.12 Transport Fuel. Contractor shall provide fuel transport vehicle to pick up, transport and distribute fuel.

4.3.13 Tables. Contractor shall furnish and set up folding tables.

4.3.14 Chairs. Contractor shall furnish and set up metal folding chairs at the locations and in the quantities as specified.

4.3.15 Trashcans. Contractor shall provide and place trashcans. Trashcans shall be a minimum of 35-gallon capacity.

4.3.16 Hand Sanitization Units. Contractor shall provide and place hand sanitization units.

## PART 5 SPECIFIC TASKS

5.1 Specific Tasks: Contractor shall perform and be responsible for furnishing all labor, materials, equipment and services other than those listed in Part 3 of this PWS, required to execute this contract which includes performing all work incidental to the set-up, operations and removal (if required) of life support structures and services at Fort Polk, LA and other locations as identified in this PWS.

5.1.1 Actual Number of Rotations and downtimes/setups between Rotations: Estimated number of rotations per year is 10. There are some rotations that may require set up of equipment and no tear down of equipment. There are some rotations that may require tear down of equipment and no set up of equipment. Requirements will be identified in each individual Task Order and are based on rotational requirements. The Government cannot provide the amount of time that equipment may be in place before the next Task Order is issued. Technical Exhibit 1 Price Matrix found in this solicitation captures estimated quantities and offeror's firm fixed price for this requirement.

### 5.2 Equipment/Services Requirements

5.2.1 Contractor shall notify COR if a dig permit is required prior to any penetration in the earth. Request shall describe location and equipment being used.

5.2.2 Tents. Unless otherwise specified, Contractor shall provide, place and maintain the following in all tent configurations IAW submitted requests:

5.2.2.1 All tents shall be Industry Standard Festival/Event tents that provide the occupant with a weatherproof structure. All tents shall be clear span metal frame structure. Tents shall be made of a fire retardant material for safety reasons. The tents shall have minimum 8 ft., maximum 10 ft. high sidewalls. All tents shall have solid white roof and wall panels. Contractor shall notify COR if the ground for the tent location(s) is uneven, too wet and/or if they are unable to install due to the area being too congested.

5.2.2.2 The tent sidewalls shall be solidly attached at ground level to prevent occupants the ability to raise walls and provide for improved interior temperature control. Attachment shall be facilitated by continuous strips that are attached through the tent walls to the tent floor.

5.2.2.3 All tents shall be configured to provide a minimum of two (2) double door pedestrian openings. Tent walls shall be sealed to door frames to create a weather tight connection. Doors must be capable of sustaining heavy end user traffic.

5.2.2.4 Contractor shall make considerations for maintenance tents to accommodate military vehicles.

5.2.2.5 Contractor shall provide, place and maintain lighting and receptacles in all tents IAW federal, state, and local regulations and in compliance with current National Electric Code (NEC) standards for installation and utilization. All lights, receptacles, and connections shall be weatherproof and suitable for austere field conditions.

5.2.2.6 Contractor shall determine number of lights and receptacles based on tent power requirements, occupancy, and function based upon federal, state, and local regulations and in compliance with current National Electric Code (NEC) standards for installation and utilization. Use of two (2) and four (4) outlet receptacles is authorized to meet tent requirements.

5.2.2.7 Contractor shall be responsible for placing fixtures in tents to ensure lighting is evenly distributed throughout the tent. All exits of Sleep and DFAC tents shall be marked with an electric exit light unit that displays a continuously lit red "EXIT". Exit sign units shall be self-contained with battery backup and floodlights that are automatically activated in the event of a main power outage to tent electrical system.

5.2.2.8 Contractor shall provide, place and maintain electric forced air-cooling or heating units at all tents. Contractor shall be responsible for determining the size of Environmental Control Unit (ECU) based on a required interior temperature.

5.2.2.9 Controlled tent temperature shall be maintained between 68-78 degrees Fahrenheit based on ambient temperatures.

5.2.2.10 Contractor shall be prepared to adjust temperature settings as weather fluctuates.

5.2.2.11 Cooling/heating units shall be installed/ducted to ensure conditioned air is distributed as evenly as practical within the tents. Ductwork should be a straight pathway with no bends. Ducts shall be clean and free of damage.

5.2.2.12 Contractor shall provide and connect power to the units.

5.2.2.13 Air cooling/heating equipment shall be placed no closer than 6ft. from the tents. Connecting cooling/heating units directly into the tent walls shall not be permitted in order to ensure even distribution of conditioned air and to reduce excessive noise levels.

5.2.2.14 Contractor shall use overhead ductwork and weather tight seal ductwork entrances into the tents. Ductwork will not be brought under the tent walls.

5.2.2.15 Contractor shall monitor and log inside air temperatures twice daily (every 12 hours, typically around 0800 and 2000). Log shall indicate time of reading, locations in tent readings were taken, temperature at that location, and initials of person(s) confirming readings. Logs shall be forwarded to the COR NLT the 3<sup>rd</sup> of each month for the preceding month. **(see Section J Attachment 2 Deliverable #9)**

5.2.2.16 Contractor shall provide, place, and maintain plastic/durable material flooring in all tents.

5.2.2.17 Flooring shall provide continuous coverage of the ground inside the tent from sidewall to sidewall and be of sufficient strength to support the function of the tent in which it is installed. Flooring shall be made of or covered with non-slip material or texturing.

5.2.2.18 All adjoining edges of the floor panels shall be of the same height to prevent trip hazards. The floor panels shall be interlocked, connected or otherwise placed to prevent tripping and slippage.

5.2.2.19 Contractor shall provide a compatible size and type of fire extinguisher for each tent. Contractor is responsible for ensuring extinguishers are maintained in charged and ready conditions throughout the exercise. Extinguishers shall be attached to tent frame at the level and as recommended by extinguisher manufacturer.

5.3 Cots: Contractor shall provide heavy duty tubular metal cots with canvas or synthetic material capable of supporting a minimum weight of 325 pounds, length: 78in., width: 26in., height: 13in. The Government will accept +/- 2 in. variance on length and width and a minimum of 12 in. floor height.

5.4 Environmental Control Units (ECU). Contractor shall provide, maintain, and service all ECUs. Contractor shall be responsible for determining and providing equipment that provides required capabilities to meet the Government's stated temperature parameters.

5.4.1 Government will provide fuel for generators. Contractor has responsibility to fuel ECUs as needed to ensure 24/7 operation availability. Daily fuel reports shall be provided to the COR NLT the 3<sup>rd</sup> of each month for the preceding month **(see Section J Attachment 2 Deliverable #10)**.

5.4.2 Government may require the Contractor to provide and install ECUs to provide cooling and/or heating to various Government structures.

5.4.3 ECU's shall be complete and self-supporting and shall include power generation, fuel storage and all distribution ductwork that meets the requirements as stated for such equipment.

5.5 Generators. Contractor shall be responsible for determining and providing generator equipment that provides required capabilities to meet requirements.

5.5.1 Electrical Connectivity. Contractor shall be responsible for providing, installing and maintaining electrical power from generators to facilities. Government will provide fuel for generators. Contractor has responsibility to fuel generators as needed to ensure 24/7 operation availability. Down time for maintenance is limited to two hours. Facilities requiring uninterrupted operation shall require generators that can be serviced while in operation. Daily fuel reports shall be provided to the COR NLT the 3<sup>rd</sup> of each month for the preceding month. (see **Section J Attachment 2 Deliverable #11**)

5.5.2 Contractor shall be responsible for determining and providing equipment that meets or exceeds the required size/capabilities to meet the Government's stated parameters. When applying power to Government furnished facilities, Contractor shall be responsible for verifying the electrical peak load requirements for the structure and installing appropriate equipment to meet that load.

5.5.3 Contractor shall be responsible for determining the most efficient method for the overall power generation at each site and for providing all necessary equipment and components required to provide an efficient and safe power grid. Contractor shall be responsible for ensuring all Government equipment that is altered during this process is returned to its original condition when Contractor equipment is disconnected. All electrical components as well as the overall electrical generation and distribution system shall meet all the applicable requirements of the current National Electrical Code (NEC) for temporary out of doors, wet locations. The distribution system shall be circuit breaker protected at load distribution panels. All distribution systems shall be heavy duty and sized in accordance with the NEC and Industry Standards for the amperage load they are carrying. When necessary for cables to be placed across traffic areas (vehicle and/or foot), Contractor shall place protective devices over the cables to prevent them from being damaged by vehicles or from being trip hazards. Generators shall be sized by the Contractor to carry the electrical load they are supporting based on the distribution system configuration developed by the Contractor. Generators shall be located in areas that are not main vehicle travel ways within the site but shall allow access for fuel trucks. Generators shall be located to prevent exhaust fumes from entering adjacent structures. Contractor shall be responsible for connecting generator grid to the panel box in each building when power generation is requested to provide power to individual Government buildings or to the main power connection point at the site for groupings of Government buildings.

5.5.4 External fuel tanks shall meet federal, state, and local environmental spill containment regulations.

5.6 Hygiene Units. Contractor shall provide hygiene units as requested. Hygiene units shall be designed and manufactured to be self-contained, operational shower and sink areas to include lighting.

5.6.1 Sinks and showers shall be in completely enclosed structures that meet the below requirements. Structures shall provide maximum privacy for users from lines of sight both overall from outside the structure and interior for personnel showering.

5.6.2 Contractor shall provide the following for the hygiene units:

- a. No less than 220 individual showerheads and 44 sinks.
- b. Enclosed shower stalls with privacy doors or curtains (non-see through).
- c. Hot and cold running water with sufficient pressure to supply all showerheads and sinks if running at the same time.
- d. Heat and cooling capabilities and powered exhaust ventilation system for the entire interior area.
- e. Ground Fault Interrupter (GFI) receptacles near sinks.
- f. Towel hooks or bars in close proximity of shower stall.
- g. Shelves or countertop and mirrors for each sink.
- h. Common dressing areas with benches and wall mounted hooks or bars for hanging clothing.
- i. Tank-less electrical or propane heated water heaters.
- j. Contractor shall ensure that a separate dedicated ground wire is affixed (separate from any applicable generator) to each separate hygiene unit in such a manner that it acts as a failsafe against stray electrical

current or a potential electrical fault

5.6.3 Units shall be constructed to provide for sanitary drains that effectively drain not only showers but are placed to facilitate drainage of common areas. Contractor shall be responsible for providing and installing all fresh water supply equipment and grey water collection equipment to include storage tanks, pumps, connecting pipes, hoses, etc. Fresh water supply and grey water collection vessels (tank or bladder) shall have a minimum capacity of **1,500** gallons each. Daily water supply reports shall be provided to the COR NLT the 3<sup>rd</sup> of each month for the preceding month (see **Section J Attachment 2 Deliverable #12**).

5.6.4 Contractor shall follow the prescribed processes in paragraph 5.10 to receive, store, dispense and test potable water for use in hygiene units required except as follows:

5.6.4.1 Quantities of potable water for each site will be identified in the request.

5.6.4.2 Contractor shall develop a refill schedule for each site tank that ensures water is available during individual site surge periods and meets quantities identified in the request.

5.6.5 Government will be responsible for removing grey water. Contractor shall notify Environmental when the grey water container is 75% full.

5.6.6 Contractor shall be responsible for ensuring that all structures and supporting water supply and collection equipment and components are protected from freezing.

5.6.7 All electrical, propane and water servicing systems must meet federal, state and local regulations. They must also be in compliance with current NEC, Environmental Agency and National Fire Protection Agency (NFPA) guidance and mandates.

5.7 Hand Sanitization Units. Contractor shall place self-contained hand sanitization units in the number indicated on each request. Units shall contain disposable sanitized wipes. Contractor shall be responsible for the care and condition of all hand sanitization units ensuring they are maintained in operable and sanitary conditions while in use. Contractor shall be responsible for repairing or replacing defective Contractor provided units.

5.8 Trashcans. Contractor shall provide minimum 35-gallon capacity trashcans with lids as ordered on each request. Contractor shall not be required to provide trash bags for trashcans or empty trashcans. Number of trashcans shall be in the following configuration:

- a. Hand sanitization units: one (1) per two (2) units
- b. Sleep tents: four (4) trashcans
- c. DFAC tents: six (6) trashcans
- d. Hygiene units: two (2) to four (4) based on size of unit
- e. All other tents: two (2) unless specifically requested

5.9 Light Tower Units. Contractor shall provide, place and maintain light tower units at locations on site as requested. The light tower units shall be self-contained solar type on wheels. The light tower shall provide sufficient lighting to safely operate in periods of darkness and low light. Lights must be adjustable to different heights; lights must be able to rotate for maximum coverage in all scenarios. Contractor shall place the light tower units, adjust the unit to ensure maximum lighting, and provide training to the requiring activity on how to start and shutdown units. Light tower units shall be grounded IAW NEC Regulations. Contractor shall lower light tower units if there are more than 7 days between usage.

5.10 Bulk Potable Water. Contractor shall provide the following for receiving, storing and dispensing potable water to locations.

5.10.1 Provide, place and maintain potable water storage tanks of not less than 1,200 gallons per tank in the quantities and locations requested. Contractor shall provide a shade covering for each potable water storage tank.

5.10.2 Storage tanks shall be high strength/impact resistant, capable of, approved for storing & dispensing potable water, and shall be equipped with lockable supply inlets with a manifold of four to six individual dispensing valves that allow water to gravity flow from the tank to personal drinking equipment.

5.10.3 Level of potable water in the tanks may not go below  $\frac{1}{2}$  the total capacity of the tank at any time during established timelines. Tanks shall have an external quantity gauge for end user viewing.

5.10.4 Contractor shall be responsible for transporting Government furnished water from designated potable water fill point(s) to the storage tanks. Water delivery at some remote location requires four (4) wheel drive capability. Entry to these sites may require entry request as they represent danger zones. Contractor is required to be familiar with all hot zones and live fire ranges in the operational area.

5.10.5 Storage tank supply/refill system shall be a closed system.

5.10.6 Dispensing manifold points shall be placed an average height of three linear feet above the ground at the tank.

5.10.7 Contractor shall ensure all potable water is received, stored, and dispensed in IAW federal, state, local regulations, Army Regulation 40-5 and DA PAM 40-11.

5.10.8 Contractor shall conduct daily testing at pickup, delivery and tank dispensing points to ensure compliance of water standards. Contractor shall be responsible for testing water at each storage tank at the completion of each refill operation to ensure the standards for potable water are being met and maintained.

5.10.9 Test results shall be logged and submitted to the COR NLT the 3<sup>rd</sup> of each month for the preceding month. **(see Section J Attachment 2 Deliverable #13)**

5.10.10 Contractor shall notify the COR immediately of any test failures. Contractor shall immediately investigate to identify the source of the failure.

5.10.11 Contractor shall be responsible for correcting the water failure if it's determined that the cause for the water failure is due to Contractor methods and/or equipment.

5.10.12 Reserved

5.10.13 Contractor shall be responsible for taking appropriate actions and applying necessary materials to ensure the supply of water from the tanks through the dispensing manifolds is not disrupted during periods of freezing weather.

5.10.14 Contractor shall be subject to random, unannounced inspections of water procedures by Fort Polk and Unit Preventative Medicine personnel. Contractor shall make all applicable reports available to these personnel and shall report to the COR immediately when such an inspection is conducted and the results of the inspection.

5.10.15 Contractor shall clean the tanks prior to placement. Contractor shall provide a cleaning schedule to the COR NLT the 3<sup>rd</sup> of each month **(see Section J Attachment 2 Deliverable #14).**

5.11 Fuel. Contractor shall obtain Government furnished fuel from the Ft. Polk bulk fuel site at either North Fort Polk or South Fort Polk and transport it to Government required locations. Contractor shall ensure proper grades of fuel are within manufacturer specification for proper operation of each piece of equipment required. Contractor shall be responsible for providing and introducing a fuel additive to the JP 8 fuel to make it compatible with diesel engines. All fueling and transport operations shall be accomplished IAW all applicable NFPA, federal, state and local regulations. Contractor shall develop refueling schedules to ensure components receiving fuel are kept at sufficient fuel levels to prevent being shut down due to low fuel.

5.12 Tables. Contractor shall furnish and set up folding tables at locations and quantities requested. Folding tables shall be 6-8ft. in length.

5.13 Chairs. Contractor shall furnish and set up metal folding chairs at locations quantities requested. Chairs shall

have a minimum 300-pound capacity.

5.14 General. Contractor shall provide and perform maintenance on all contractor provided equipment, structures, and components used in support of the contract to meet requirements requested. Contractor shall ensure any failures are repaired or replaced within two (2) hours of notification unless authorized by the COR to extend beyond the two (2) hour time limit. Emergency or safety failures shall be completed within the two (2) hour requirement. Contractor shall submit and provide to the COR a maintenance plan in a mutually agreed upon format NLT 30 days after the award date (see **Section J Attachment 2 Deliverable #15**).

## PART 6 APPLICABLE PUBLICATIONS

### 6.1 Applicable Publications (Current Editions)

Contractor (to include subcontractors) shall abide by the most recent version of all applicable regulations, publications, manuals, local policies and procedures. Army Electronic Publications can be found at <https://armypubs.army.mil/>. Regulations include but are not limited to the ones listed below.

- AR 40-5 Army Public Health Program
- DA Pam 40-11 Army Public Health Program – 18 May 2020
- AR 190-13 The Army Physical Security Program - 27 June 2019
- AR 200-1 Environmental Protection and Enhancement – 13 December 2007
- JRTC and Fort Polk Regulation 200-1 Installation Environmental Performance Requirements – 20 Feb 20

### SECTION F - DELIVERIES OR PERFORMANCE

The following Delivery Schedule item for CLIN 0001 has been changed from:

DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	DODAAC / CAGE
POP 21-DEC-2022 TO 20-DEC-2027	N/A	1562 ALABAMA AVE ALABAMA AVENUE 1562 FORT POLK FORT POLK LA 71459 FOB: Destination	W81DTD

To:

DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	DODAAC / CAGE
POP 21-JUN-2023 TO 20-JUN-2028	N/A	1562 ALABAMA AVE ALABAMA AVENUE 1562 FORT POLK FORT POLK LA 71459 FOB: Destination	W81DTD

The following Delivery Schedule item for CLIN 0002 has been changed from:

DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	DODAAC / CAGE
POP 21-DEC-2022 TO 20-DEC-2027	N/A	1562 ALABAMA AVE ALABAMA AVE 1562 FORT POLK FORT POLK LA 71459 FOB: Destination	W81DTD

To:

DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	DODAAC / CAGE
POP 21-JUN-2023 TO 20-JUN-2028	N/A	1562 ALABAMA AVE ALABAMA AVE 1562 FORT POLK FORT POLK LA 71459 FOB: Destination	W81DTD

The following Delivery Schedule item for CLIN 0003 has been changed from:

DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	DODAAC / CAGE
POP 21-DEC-2022 TO 20-DEC-2027	N/A	1562 ALABAMA AVE ALABAMA AVE 1562 FORT POLK FORT POLK LA 71459 FOB: Destination	W81DTD

To:

DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	DODAAC / CAGE
POP 21-JUN-2023 TO 20-JUN-2028	N/A	1562 ALABAMA AVE ALABAMA AVE 1562 FORT POLK FORT POLK LA 71459 FOB: Destination	W81DTD

## SECTION H - SPECIAL CONTRACT REQUIREMENTS

The following have been added by full text:

### QUESTIONS AND ANSWERS

Question from Industry #01: Is the Government making a single award for this IDIQ?

Government Response #01: Please see Section L “Applicable Terms” of Solicitation W9124E23R0001.

Question from Industry #02: Will the Government-furnished facility and storage yard be available to the successful contractor throughout the Contract Period or only during performance times for Rotational Training Exercises?

Government Response #02: Any Government furnished facilities and storage areas will be available to the awardee throughout the contract period of performance.

Question from Industry #03: Please clarify, is it the Government’s intention for the Successful Contractor to operate in an “On Call” mode, responding to and servicing specific exercises with open or non-active periods between rotations, or is the anticipated rotational scheduling periods such that services will be required uninterrupted?

Government Response #03: The duration of rotations and time in between is not known and may vary. Please see FAR Clause 52.216-22 Indefinite Quantity in Solicitation W9124E23R0001.

Question from Industry #04: Please provide a clear and concise explanation of “Estimated Quantity” in TE 1 PRICE MATRIX.

Government Response #04: “Estimated Quantity” is the estimated number of each Technical Exhibit Item(s) identified in the “Description” column for each rotation. This column is estimated in accordance with FAR Clause 52.216-22 Indefinite Quantity in Solicitation W9124E23R0001.

Question from Industry #05: Please provide a clear and concise explanation of “Estimated number of Rotations” in TE 1 PRICE MATRIX.

Government Response #05: “Estimated number of Rotations” has been revised in Amendment 0004. This column is the total Government estimated number rotations for each type of rotation. This was derived by multiplying 5 years by the estimated number of rotations for each rotation type. This column is estimated in accordance with FAR Clause 52.216-22 Indefinite Quantity in Solicitation W9124E23R0001.

Question from Industry #06: Please provide a clear and concise explanation of “Total Estimated Quantities” in TE 1 PRICE MATRIX.

Government Response #06: “Total Estimated Quantities” is the estimated total of the “Estimated Quantity” column multiplied by the “Estimated number of Rotations” column. This column is estimated in accordance with FAR Clause 52.216-22 Indefinite Quantity in Solicitation W9124E23R0001.

Question from Industry #07: Please provide a clear and concise explanation of “Monthly Firm Fixed Unit Price” in TE 1 PRICE MATRIX.

Government Response #07: “Monthly Firm Fixed Unit Price” is the offeror’s total firm fixed price on a monthly (30 day) basis for one month of each respective TE Item (which is based on the “Estimated Quantity” Column).

Question from Industry #08: Please provide a clear and concise explanation of “Extended Total” in TE 1 PRICE MATRIX.

Government Response #08: For “Extended Total” the offeror is hereby instructed to take their “Monthly Firm Fixed Unit Price” and multiply it by 60 for each respective TE Item (as the total requirement is for 60 months).

Question from Industry #09: PWS 1.2 Background states, “...conducts an average of ten (10) training exercises, known as rotations, in a 12-month period.” The columns identified above do not appear to be based on 10 exercises. Please explain the quantities specified in each column and how pricing should be correctly applied.

Government Response #09: TE 1 Price Matrix is edited in Amendment 0004. Also the number of rotations are estimated. Thus the use of FAR Clause 52.216-22 Indefinite Quantity in Solicitation W9124E23R0001.

Question from Industry #10: The “Estimated number of Rotations” column further identifies 6 estimated Non-Apod and 4 estimated Apod rotations, in conjunction with the statement at PWS 1.2; however, the quantities specified down the column for each TE Item do not appear to match; please explain.

Government Response #10: Please see the response to Question #05.

Question from Industry #11: Please provide a clear and concise explanation of each column, the quantities specified, and instructions on how to apply pricing calculations correctly.

Government Response #11: Please see the responses to Questions 04 through 08.

Question from Industry #12: The RFP does not include any requirements for a contract transition, phase-in or phase-out. Will the Government please clarify whether this is intentional or not?

Government Response #12: There will not be phase-in or phase-out periods.

Question from Industry #13: Will the Government please consider extending the proposal due date an additional week? With the Thanksgiving holiday, resources are limited for many offerors. An additional week allows offerors time to ensure compliant and compelling proposal responses.

Government Response #13: Amendment 0004 is hereby extending the due date to 03 January 2023.

Question from Industry #14: Reference PWS 1.30.13 RFP # 17, Will the Government provide the historical generation & removal of solid waste for the last 3 years?

Will the Government provide the historical generation & removal of recycled waste for the last 3 years?

Government Response #14: There is no historical data available from the Government.

Question from Industry #15: Reference PWS 1.30.14 RFP page # 17, Will the Government provide the quantities of Hazardous waste generated & removed in the last 3 years?

Government Response #15: There is no historical data available from the Government.

Question from Industry #16: Reference PWS 1.30.16 RFP page # 17-18, Does the Government anticipate a need for Stormwater ponds to be constructed under this contract? What has been the historical cubic yardage of excavation for the last 3 years? Under which Item(s) should Stormwater Ponds be priced?

Government Response #16: The Government does not anticipate a need for Stormwater ponds. There is no historical data available from the Government. This is not a PWS Section 5 part of specific contract requirements for this procurement.

Question from Industry #17: Reference PWS 1.30.24 RFP page # 19, Does the Government anticipate a need for Excavation under this contract? What has been the historical cubic yardage of excavation during the last 3 years?

Under which Item(s) should excavation be priced?

Government Response #17: Excavation is part of this requirement as it relates to the setup of the equipment/tents in PWS Sections 4 and 5. There is no historical data available from the Government. This is not a PWS Section 5 part of specific contract requirements for this procurement.

Question from Industry #18: Reference APP WD #1 2015-5197 RFP page # 46, Is there a Contract Bargaining Agreement with any union that will govern this work?

Government Response #18: No

Question from Industry #19: Reference FAR 52.219-14 RFP page # 70-71, Will the Government define the term "similarly situated entity"?

Government Response #19: Please see FAR 52.219-14.

Question from Industry #20: Reference Chart 1, Volume III, Please describe the "Supportive Data" that the government requires within Volume III of our proposal?

Government Response #20: Please see the RFP section entitled "E. Proposal Content" [underneath Chart 1. Referenced in your question]. On Page 115 see section "c)Volume III -Price" for the information requested.

Question from Industry #21: TE 1 PRICE MATRIX: Is the expectation that rental items will be set up & taken down only once per year? The PWS indicates that there are multiple locations within the training area, and this could potentially necessitate multiple setups & takedowns within a calendar year.

Government Response #21: Please see PWS Paragraph 5.1.1 that is effective Amendment 0004. Please also see FAR Clause 52.216-22 Indefinite Quantity.

Question from Industry #22: TE 1 PRICE MATRIX: With only (4) APOD Rotations per year, and a rental period of 30-days per rotation, it is reasonable to expect lengthy intervals between rentals at the APOD. Does the Government expect rental items to remain in-place during these "Down" intervals?

Government Response #22: Please see PWS Paragraph 5.1.1 that is effective Amendment 0004. Please also see FAR Clause 52.216-22 Indefinite Quantity.

Question from Industry #23: TE 1 PRICE MATRIX: What is the Government's expectation as to when the one-time per-year Setup and Tear Down charges would be invoiced?

Government Response #23: Please see PWS Paragraph 5.1.1 that is effective Amendment 0004. The TE 1 Price Matrix list the Government's estimates. Please also see FAR Clause 52.216-22 Indefinite Quantity. Contract Line Items can only be invoiced in Wide Area Workflow after the service has been completed.

Question from Industry #24: PWS 5.2.1: How much Lead time is required for a dig permit to be issued?

Government Response #24: The contractor should take into consideration an estimated 7-14 working days to get an approved dig permit

Question from Industry #25: PWS 5.2.1: What happens if a Rotational Training Unit requests a change of location for a tent and there isn't enough time to get a dig permit?

Government Response #25: Coordination for a dig permit will be completed by the Government. As seen in PWS 5.2.1 the contractor shall notify the COR as dictated by mission/Task Order.

Question from Industry #26 PWS 5.2.2.3: On the Site Walk, 10 November 2022, the tents that were up had (4) double door pedestrian openings; why has the requirement changed from what was observed?

Government Response #26: The minimum requirement is listed at PWS 5.2.2.3.

Question from Industry #27: PWS 5.2.2.4: Does the Gov't. have a recommended spec for "Maintenance Tents?"

Government Response #27: PWS paragraph 5.2.2.4 is changed to "Reserved" effective Amendment 0004 of Solicitation W9124E23R0001.

Question from Industry #28: PWS 5.2.2.4: Are "Maintenance Tents" required to have flooring, if so, what is the minimum weight (pounds/sq.ft.) the floors need to withstand?

Government Response #28: Please see response to Question 27.

Question from Industry #29: PWS 5.4.2: Are there temperature parameters for ECUs installed on Gov't. structures?

Government Response #29: The temperature for Government structures shall follow the same temperature parameters identified in PWS paragraph 5.2.2.9.

Question from Industry #30: PWS 5.4.2: Are there areas where Contractor-Furnished ECUs will be connected to Gov't.-Furnished electrical service? If so, who is responsible for connecting units to that service?

Government Response #30: The ECUs shall not be directly connected to the electrical system of any Government structure.

Question from Industry #31: PWS 5.5.1: Will the Gov't. furnish load data (Voltage & Phase Requirements) for any Gov't.-furnished Electrical Service?

Government Response #31: The Contracting Officer's Representative will provide the voltage and phase requirements if required to support the Task Order.

Question from Industry #32: PWS 5.6.2-a: Does this spec apply to each Hygiene Unit or each location?

Government Response #32: The numbers listed at PWS 5.6.2.-a represent an estimate of the quantity required for one rotation. Please also see TE 1 Price Matrix for Government estimates. Please also see FAR Clause 52.216-22 Indefinite Quantity.

Question from Industry #33: PWS 5.6.3: Specifications for Potable water tanks in PWS Section 5.10.1 call for tanks to be minimum 1,200 gal. capacity; will 1,200 gal. tanks also work for Hygiene Units?

Government Response #33: PWS 5.6.3 has been updated to read "...Fresh water supply and grey water collection vessels (tank or bladder) shall have a minimum capacity of 1,500 gallons each. will be updated to reflect 1,200 gallon capacity tank in support of the hygiene units..." effective Amendment 0004.

Question from Industry #34: PWS 5.10.6: Does this requirement also apply to Hygiene Unit Tanks? If so, the fill point for tanks will be nearly 15' off the ground.

Government Response #34: No, PWS 5.10.6 does not relate to Hygiene Unit Tanks.

Question from Industry #35: PWS 5.12: Will the RTUs provide guidance as to the layout of tables (and chairs – PWS 5.13) to ensure proper set-up? Will contractor be required to rearrange items if no layout is provided?

Government Response #35: No, the Government will arrange these items.

Question from Industry #36: PWS 5.7: Hand Sanitization Units are specified with disposable wipes; however, the PRICE MATRIX specifies Hand Wash Units. The PWS summary refers to both sanitization and hand wash units.

Can the Government clarify what end product is required (Hand Sanitization Units with disposable wipes or hand wash stations with water and soap)?

Government Response #36: Please see Performance Work Statement 5.7 as it specifies disposable wipes.

Question from Industry #37: Is there a phase out period for current contractor? If so, how long is that period and when would it commence?

Government Response #37: See Government response #12

Question from Industry #38: When does the government anticipate the first rotation starting? Will the Government expect bid winner to provide all products and services for the first rotation or does the Government intend to utilize/exercise any phase out periods with current contractor?

Government Response #38: The government will expect the bid winner to provide all products and services for the first rotation upon award. The projected start date for this award is June 21, 2023. The awardee shall be required to perform within 24 hours of award.

Question from Industry #39: If incumbent contractor provides services for the first rotation during any phase out period, would those services be part of the estimated 60 month count that the PRICE MATRIX is based upon?

Government Response #39: See Government response to #12 and #38.

Question from Industry #40: PWS 5.11: The Government states that all fueling "shall be accomplished IAW all applicable NFPA, federal, state and local regulations". Should contractor assume that this includes all DOT regulations and requirements for the transportation of Hazardous Materials and will necessitate acquiring a Hazardous Materials Safety Permit (HMSP)?

Government Response #40: Yes

Question from Industry #41: PWS 3.3: Are there water and sewer connections available at the Government-furnished facility and storage yard?

Government Response #41: No

Question from Industry #42: PWS 5.9: Are Diesel-powered Light towers acceptable?

Government Response #42: See PWS 5.9 which states "...The light tower units shall be self-contained solar type on wheels."

Question from Industry #43: Following the pricing matrix example provided in the SOW, reaching the total extended price does not make mathematical sense. Do you have a further detailed excel example? OR could you provide clarification? It would be safest for both bidders and the government to use a standardized spreadsheet to guarantee proper financial information. Please let me know if you believe this is possible.

Government Response #43: Please see responses from Questions 04 through 08. Please also review Amendment 0004 in its entirety. Also please see TE 1 Price Matrix, Section L and Section M of Solicitation W9124E23R0001. The Illustrative examples (seen in TE 1 Price Matrix) a. through k. depict the potential for a 30 day prorated price for Technical Exhibit Items.

Question from Industry #44: Is there a US Government provided Pricing Schedule (MS Excel)?

Government Response #44: Please reference TE1 Price Matrix, Sections L and Section M of Solicitation W9124E23R0001.

Question from Industry #45: In an effort to maintain integrity in the acquisition system, we would like to bring it to your attention that neither the pricing matrix nor the PWS states the size of the sleep tent, rather up to 1,300 PAX at a minimum of 35 square foot per person located at North Fort Polk and 2,000 PAX at a minimum of 35 square foot per person located at the APOD. We understand the specific sizes will come down at the task order level, however, since this is an LPTA, the ambiguity for pricing purposes will invariably lead to a wide discrepancy in interpretation of tent size and ultimately in pricing among bidders for the sleep tent line item, and an unfair evaluation will result. Furthermore, the quantity of TOC and Admin tents in pricing matrix is 0, which means the multiplier will have an extended price of 0.00 for all TOC/Admin tents.

We will be supplying sleep tent pricing based on the size we understand to be expected at a military training exercise, based on our extensive experience, should no amendments post.

Government Response #45: As this requirement is a LPTA requirement, contractors are encouraged to propose their Lowest Priced Technically Acceptable solution. The Government will then evaluate proposals as seen in Sections L and M of the solicitation. Please see updated TE 1 Price Matrix Effective Amendment 0004.

Question from Industry #46: How will Offerors add or account for any annual cost increase or buildup to the Pricing Schedule?

Government Response #46: Offerors shall submit their firm fixed pricing on the TE 1 Price Matrix that is valid for the entire 60 Month Ordering Period (as the Government will utilize this pricing for the 60 Month Ordering Period). Offerors should take into consideration Sections L & M of this solicitation and the fact that FAR Clause 52.222-43 FAIR LABOR STANDARDS ACT AND SERVICE CONTRACT LABOR STANDARDS--PRICE ADJUSTMENT (MULTIPLE YEAR AND OPTION CONTRACTS) (AUG 2018) is found in Section I of the solicitation when submitting their firm fixed price.

The following have been modified:

**TE 1 PRICE MATRIX**

Illustrative Example a.	Illustrative Example b.	Illustrative Example c.	Illustrative Example d.	Illustrative Example e.	Illustrative Example f.
Monthly Unit Price	Pro rate basis	Per day Calculation	Per day cost (for 42 Sleep/DFAC Tents	Total Estimated Quantity Basis	Cost per Item Calculation
\$90 (for illustrative Purposes only)	30	=90/30	\$3	42	= \$3/42

  

Illustrative Example g.	Illustrative Example h.	Illustrative Example i.	Illustrative Example j.	Illustrative Example k.
TE Exhibit A Cost Per Item	Actual number of required tents (for example rotation)	Actual Days required	Actual need calculation	Total amount allowed for billing based on Illustrative Offer amount of \$90 for TE Exhibit A
\$ 0.07	4	20	= \$0.07*4*20	\$ 5.60

  

Technical Exhibit (TE) Item	CLIN Reference	Rotation Type	Description* *As required by PWS Paragraphs 4 and 5 respectively	Estimated Quantity	Estimated number of Rotations * (for the total Sixty (60) Month Ordering Period) *6 estimated Rotations for Non-Apod, 4 estimated Rotations for Apod	Total Estimated Quantities	Monthly (based on 30 days) Firm Fixed Unit Price	Extended Total
A	0001	Non-Aerial Port of Debarkation (APOD)	<b>Setup</b> - Tent Sleep/DFAC (includes climate control, flooring, fire ext., trashcans, lighting, outlets)	7	30	210		

B	0001	Non-Apod	<b>Rental, Service and Maintenance-</b> Tent Sleep/DFAC (includes climate control, flooring, fire ext., trashcans, lighting, outlets)	7	30	210		
C	0001	Non-Apod	<b>Tear Down -</b> Tent Sleep/DFAC (includes climate control, flooring, fire ext., trashcans, lighting, outlets)	7	30	210		
D	0001	Non-Apod	<b>Setup -</b> Tent TOC/Admin (includes climate control, flooring, fire ext., trashcans, lighting, outlets)	4	30	120		
E	0001	Non-Apod	<b>Rental, Service and Maintenance</b> Tent TOC/Admin (includes climate control, flooring, fire ext., trashcans, lighting, outlets)	4	30	120		
F	0001	Non-Apod	<b>Tear Down -</b> Tent TOC/Admin (includes climate control, flooring, fire ext., trashcans, lighting, outlets)	4	30	120		
G	0001	Non-Apod	<b>Setup -</b> 25 Ton ECUs (includes fire ext.)	3	30	90		
H	0001	Non-Apod	<b>Rental, Service and Maintenance -</b> 25 Ton ECUs (includes fire ext.)	3	30	90		
J	0001	Non-Apod	<b>Tear Down -</b> 25 Ton ECUs	3	30	90		

			(includes fire ext.)					
K	0001	Non-Apod	<b>Setup</b> - 20 KW generator (includes fire ext.)	4	30	120		
L	0001	Non-Apod	<b>Rental, Service and Maintenance</b> - 20 KW generator (includes fire ext.)	4	30	120		
M	0001	Non-Apod	<b>Tear Down</b> -20 KW generator (includes fire ext.)	4	30	120		
N	0001	Non-Apod	<b>Setup</b> - 80 KW generator (includes fire ext.)	9	30	270		
P	0001	Non-Apod	<b>Rental, Service and Maintenance</b> - 80 KW generator (includes fire ext.)	9	30	270		
Q	0001	Non-Apod	<b>Tear Down</b> - 80 KW generator (includes fire ext.)	9	30	270		
R	0001	Non-Apod	<b>Setup</b> - 144 KW generator (includes fire ext.)	1	30	30		
S	0001	Non-Apod	<b>Rental, Service and Maintenance</b> - 144 KW generator (includes fire ext.)	1	30	30		
T	0001	Non-Apod	<b>Tear Down</b> -144 KW generator (includes fire ext.)	1	30	30		
U	0001	Non-Apod	<b>Setup</b> - 176 KW generator (includes fire ext.)	1	30	30		
V	0001	Non-Apod	<b>Rental, Service and Maintenance</b> - 176 KW generator	1	30	30		

			(includes fire ext.)					
W	0001	Non-Apod	<b>Tear Down</b> - 176 KW generator (includes fire ext.)	1	30	30		
X	0001	Non-Apod	<b>Setup</b> -Hygiene Units (includes 10 shower heads, 8 sinks, fire ext., trashcans)	21	30	630		
Y	0001	Non-Apod	<b>Rental, Service and Maintenance</b> - Hygiene Units (includes 10 shower heads, 8 sinks, fire ext., trashcans)	21	30	630		
Z	0001	Non-Apod	<b>Tear Down</b> - Hygiene Units (includes 10 shower heads, 8 sinks, fire ext., trashcans)	21	30	630		
AA	0001	Non-Apod	<b>Setup</b> - Handwash units/trashcans	56	30	1680		
AB	0001	Non-Apod	<b>Rental, Service and Maintenance</b> - Handwash units/trashcans	56	30	1680		
AC	0001	Non-Apod	<b>Tear Down</b> - Handwash units/trashcans	56	30	1680		
AD	0001	Non-Apod	<b>Setup</b> -Light tower units (includes fire ext.)	81	30	2430		
AE	0001	Non-Apod	<b>Rental, Service and Maintenance</b> - Light tower units (includes fire ext.)	81	30	2430		
AF	0001	Non-Apod	<b>Tear Down</b> - Light tower units (includes fire ext.)	81	30	2430		
AG	0001	Non-Apod	<b>Setup</b> -Potable container	19	30	570		

AH	0001	Non-Apod	<b>Rental, Service and Maintenance - Potable container</b>	19	30	570		
AJ	0001	Non-Apod	<b>Tear Down - Potable container</b>	19	30	570		
AK	0001	Non-Apod	Transport bulk potable drinking water	35000	30	1050000		
AL	0001	Non-Apod	Transport bulk water for hygiene	41000	30	1230000		
AM	0001	Non-Apod	Transport fuel	7000	30	210000		
AN	0001	Non-Apod	<b>Setup -Cots</b>	1250	30	37500		
AP	0001	Non-Apod	<b>Rental, Service and Maintenance - Cots</b>	1250	30	37500		
AQ	0001	Non-Apod	<b>Tear Down - Cots</b>	1250	30	37500		
AR	0001	Non-Apod	<b>Setup -Table</b>	50	30	1500		
AS	0001	Non-Apod	<b>Rental, Service and Maintenance - Table</b>	50	30	1500		
AT	0001	Non-Apod	<b>Tear Down - Table</b>	50	30	1500		
AU	0001	Non-Apod	<b>Setup -Chair</b>	150	30	4500		
AV	0001	Non-Apod	<b>Rental, Service and Maintenance - Chair</b>	150	30	4500		
AX	0001	Non-Apod	<b>Tear Down - Chair</b>	150	30	4500		
							<b>Non-Apod Total (CLIN 0001 Schedule B)</b>	
AY	0002	Apod	<b>Setup -Tent Sleep/DFAC (includes climate control, flooring, fire ext., trashcans, lighting, outlets)</b>	16	20	320		
AZ	0002	Apod	<b>Rental, Service and Maintenance - Tent Sleep/DFAC</b>	16	20	320		

			(includes climate control, flooring, fire ext., trashcans, lighting, outlets)					
AAA	0002	Apod	<b>Tear Down -</b> Tent Sleep/DFAC (includes climate control, flooring, fire ext., trashcans, lighting, outlets)	16	20	320		
AAB	0002	Apod	<b>Setup -</b> Tent TOC/Admin (includes climate control, flooring, fire ext., trashcans, lighting, outlets)	4	20	80		
AAC	0002	Apod	<b>Rental, Service and Maintenance -</b> Tent TOC/Admin (includes climate control, flooring, fire ext., trashcans, lighting, outlets)	4	20	80		
AAD	0002	Apod	<b>Tear Down -</b> Tent TOC/Admin (includes climate control, flooring, fire ext., trashcans, lighting, outlets)	4	20	80		
AAE	0002	Apod	<b>Setup -</b> 25 Ton ECUs (includes fire ext.)	91	20	1820		
AAF	0002	Apod	<b>Rental, Service and Maintenance -</b> 25 Ton ECUs (includes fire ext.)	91	20	1820		
AAG	0002	Apod	<b>Tear Down -</b> 25 Ton ECUs (includes fire ext.)	91	20	1820		
AAH	0002	Apod	<b>Setup -</b> 20 KW generator (includes fire ext.)	4	20	80		

AAJ	0002	Apod	<b>Rental, Service and Maintenance -</b> 20 KW generator (includes fire ext.)	4	20	80		
AAK	0002	Apod	<b>Tear Down -</b> 20 KW generator (includes fire ext.)	4	20	80		
AAL	0002	Apod	<b>Setup -</b> 80 KW generator (includes fire ext.)	9	20	180		
AAM	0002	Apod	<b>Rental, Service and Maintenance -</b> 80 KW generator (includes fire ext.)	9	20	180		
AAN	0002	Apod	<b>Tear Down -</b> 80 KW generator (includes fire ext.)	9	20	180		
AAP	0002	Apod	<b>Setup -</b> 144 KW generator (includes fire ext.)	1	20	20		
AAQ	0002	Apod	<b>Rental, Service and Maintenance -</b> 144 KW generator (includes fire ext.)	1	20	20		
AAR	0002	Apod	<b>Tear Down -</b> 144 KW generator (includes fire ext.)	1	20	20		
AAS	0002	Apod	<b>Setup -</b> 176 KW generator (includes fire ext.)	1	20	20		
AAT	0002	Apod	<b>Rental, Service and Maintenance -</b> 176 KW generator (includes fire ext.)	1	20	20		
AAU	0002	Apod	<b>Tear Down -</b> 176 KW generator (includes fire ext.)	1	20	20		

AAV	0002	Apod	<b>Setup</b> -Hygiene Units (includes 10 shower heads, 8 sinks, fire ext., trashcans)	22	20	440		
AAW	0002	Apod	<b>Rental, Service and Maintenance</b> - Hygiene Units (includes 10 shower heads, 8 sinks, fire ext., trashcans)	22	20	440		
AAX	0002	Apod	<b>Tear Down</b> - Hygiene Units (includes 10 shower heads, 8 sinks, fire ext., trashcans)	22	20	440		
AAZ	0002	Apod	<b>Setup</b> - Handwash units/trashcans	101	20	2020		
AAZ	0002	Apod	<b>Rental, Service and Maintenance</b> - Handwash units/trashcans	101	20	2020		
AAAA	0002	Apod	<b>Tear Down</b> - Handwash units/trashcans	101	20	2020		
AAAB	0002	Apod	<b>Setup</b> -Light tower units (includes fire ext.)	110	20	2200		
AAAC	0002	Apod	<b>Rental, Service and Maintenance</b> - Light tower units (includes fire ext.)	110	20	2200		
AAAD	0002	Apod	<b>Tear Down</b> - Light tower units (includes fire ext.)	110	20	2200		
AAAE	0002	Apod	<b>Setup</b> -Potable container	23	20	460		
AAAF	0002	Apod	<b>Rental, Service and Maintenance</b> - Potable container	23	20	460		
AAAG	0002	Apod	<b>Tear Down</b> - Potable container	23	20	460		

AAAH	0002	Apod	Transport bulk potable drinking water	35000	20	700000		
AAAJ	0002	Apod	Transport bulk water for hygiene	41000	20	820000		
AAAK	0002	Apod	Transport fuel	7000	20	140000		
AAAL	0002	Apod	<b>Setup -Cots</b>	<b>3250</b>	<b>20</b>	<b>65000</b>		
AAAM	0002	Apod	<b>Rental, Service and Maintenance - Cots</b>	3250	20	65000		
AAAN	0002	Apod	<b>Tear Down - Cots</b>	<b>3250</b>	<b>20</b>	<b>65000</b>		
AAAP	0002	Apod	<b>Setup -Table</b>	<b>60</b>	<b>20</b>	<b>1200</b>		
AAAQ	0002	Apod	<b>Rental, Service and Maintenance - Table</b>	60	20	1200		
AAAR	0002	Apod	<b>Tear Down - Table</b>	<b>60</b>	<b>20</b>	<b>1200</b>		
AAAS	0002	Apod	<b>Setup -Chair</b>	<b>300</b>	<b>20</b>	<b>6000</b>		
AAAT	0002	Apod	<b>Rental, Service and Maintenance - Chair</b>	300	20	6000		
AAAU	0002	Apod	<b>Tear Down - Chair</b>	<b>300</b>	<b>20</b>	<b>6000</b>		
							<b>Apod Total (CLIN 0002 Schedule B)</b>	
							<b>Grand Total</b>	

## SECTION I - CONTRACT CLAUSES

The following have been modified:

52.216-18 ORDERING. (AUG 2020)

(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued from June 21, 2023 through June 20, 2028. Task Order(s) which may have a POP of up to Twelve (12) Months. Any new Task Order(s) shall have to be awarded by the last POP date listed on the Contract.

(b) All delivery orders or task orders are subject to the terms and conditions of this contract. In the event of conflict between a delivery order or task order and this contract, the contract shall control.

(c) A delivery order or task order is considered "issued" when--

(1) If sent by mail (includes transmittal by U.S. mail or private delivery service), the Government deposits the order in the mail;

(2) If sent by fax, the Government transmits the order to the Contractor's fax number; or

(3) If sent electronically, the Government either--

(i) Posts a copy of the delivery order or task order to a Government document access system, and notice is sent to the Contractor; or

(ii) Distributes the delivery order or task order via email to the Contractor's email address.

(d) Orders may be issued by methods other than those enumerated in this clause only if authorized in the contract.

(End of clause)

#### 52.216-19 ORDER LIMITATIONS (OCT 1995)

(a) Minimum order. When the Government requires supplies or services covered by this contract in an amount of less than **\$2,501.00**, the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.

(b) Maximum order. The Contractor is not obligated to honor -

(1) Any order for a single item in excess of **33% of the total contract value**;

(2) Any order for a combination of items in excess of **33% of the total contract value** ; or

(3) A series of orders from the same ordering office within **seven (7)** days that together call for quantities exceeding the limitation in paragraph (b) (1) or (2) of this section.

(c) If this is a requirements contract (i.e., includes the Requirements clause at subsection 52.216-21 of the Federal Acquisition Regulation (FAR)), the Government is not required to order a part of any one requirement from the Contractor if that requirement exceeds the maximum-order limitations in paragraph (b) of this section.

(d) Notwithstanding paragraphs (b) and (c) of this section, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within **one (1)** day after issuance, with written notice stating the Contractor's intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

(End of clause)

#### 52.216-22 INDEFINITE QUANTITY. (OCT 1995)

(a) This is an indefinite-quantity contract for the supplies or services specified, and effective for the period stated, in the Schedule. The quantities of supplies and services specified in the Schedule are estimates only and are not

purchased by this contract.

(b) Delivery or performance shall be made only as authorized by orders issued in accordance with the Ordering clause. The Contractor shall furnish to the Government, when and if ordered, the supplies or services specified in the Schedule up to and including the quantity designated in the Schedule as the "maximum". The Government shall order at least the quantity of supplies or services designated in the Schedule as the "minimum".

(c) Except for any limitations on quantities in the Order Limitations clause or in the Schedule, there is no limit on the number of orders that may be issued. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.

(d) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; provided, that the Contractor shall not be required to make any deliveries under this contract after **June 20, 2028. Task Order(s) which may have a POP of up to Twelve (12) Months. Any new Task Order(s) shall have to be awarded by the last POP date listed on the Contract..**

(End of clause)

(End of Summary of Changes)