

PERFORMANCE WORK STATEMENT (PWS)

FOR

Portable Sanitation Facility Services

Westover Air Reserve Base

05 October 2022



## 1.0 General

1.1 Scope: The contractor shall provide all personnel, equipment, tools, materials, supervision, and quality control necessary, except as specified in Paragraph 3.0 as Government Furnished, to perform **Portable Sanitation Facility** Services, as defined in this PWS. **The specifics of this requirement are located in Section 4.0 of this PWS.**

1.2 Background: Westover ARB has multiple locations that are unequipped with plumbing for restrooms and hand washing, where members of the 439 AW are required to assemble and train. Portable sanitation facilities are required in these locations.

1.3 Period of Performance (PoP): The Period of Performance shall be one (1) Base Year of twelve (12) months and four (4) twelve (12) month years.

1.4 General Information:

1.4.1 Recognized Holidays: The following are recognized United States (US) holidays. The contractor shall not perform services on these days:

- New Year's Day: January 1st
- Martin Luther King, Jr.'s Birthday: 3<sup>rd</sup> Monday of January
- President's Day: 3<sup>rd</sup> Monday of February
- Memorial Day: Last Monday in May
- Juneteenth: June 19<sup>th</sup>
- Independence Day: July 4<sup>th</sup>
- Labor Day: 1<sup>st</sup> Monday of September
- Columbus Day: 2<sup>nd</sup> Monday of October
- Veteran's Day: November 11<sup>th</sup>
- Thanksgiving Day: 4<sup>th</sup> Thursday of November
- Christmas Day: December 25<sup>th</sup>

1.4.2 Place and Performance of Services: The contractor shall provide services between the hours of 7:30 a.m. and 4:30 p.m. on Monday through Friday, except on recognized US holidays or when the Government facility/installation is closed due to local or national emergencies, administrative closings, or similar Government-directed facility/installation closings. The contractor shall at all times maintain an adequate work force for the uninterrupted performance of all tasks defined within this PWS when the Government facility/installation is not closed for the above reasons. When hiring personnel, the contractor shall keep in mind that the stability and continuity of the work force are essential.

1.4.3 Gate Closures: Unscheduled gate closures by the Security Police may occur at any time causing all personnel entering or exiting a closed installation to experience a delay. This cannot be predicted or prevented. Contractors are not compensated for unexpected closures or delays. Vehicles operated by contractor personnel are subject

to search pursuant to applicable regulations. Any moving violation of any applicable motor vehicle regulation may result in the termination of the contractor employee's installation driving privileges.

**1.4.4 Installation Regulations:** The contractor's employees shall become familiar with and obey the regulations of the installation; including fire, traffic, safety and security regulations while on the installation. Contractor employees should only enter restricted areas when required to do so and only upon prior approval. All contractor employees shall carry proper identification with them at all times and shall be subject to such checks as may be deemed necessary. The contractor shall ensure compliance with all regulations and orders of the installation which may affect performance. The Government reserves the right to direct the removal of an employee for misconduct, security reasons, or any overt evidence of communicable disease. Removal of contractor employees for reasons stated above does not relieve the Contractor from responsibility for total performance of this contract.

**1.4.5 Security Requirements:** The contractor shall comply with AFFARS 5352.242-9000 and all applicable installation/facility access and local security policies and procedures, which may be obtained from the COR. The contractor and all associated subcontractor employees shall provide all information required for background checks to meet installation access requirements.

**1.4.6 Physical Security:** The contractor shall safeguard all Government property provided for contractor use. At the close of each work period, Government facilities, equipment and materials shall be secured.

**1.4.7 Key Control:** The contractor shall establish and implement methods of ensuring that no keys/key cards/lock combinations issued by the Government are lost or misplaced or are used by unauthorized persons. No keys issued by the Government shall be duplicated. Such procedures shall include turn-in of any issued keys by personnel who no longer require access to locked areas. The contractor shall immediately report any occurrences of lost or duplicated keys/key cards to the COR.

**1.4.8 Post Award Conference/Periodic Progress Meetings:** The contractor agrees to attend any post award conference convened by the CO in accordance with FAR Subpart 42.5. The CO, COR and other Government personnel, as appropriate, may meet periodically with the contractor to review the contractor's performance. At these meetings, the CO will apprise the contractor of how the Government views the contractor's performance and the contractor shall apprise the Government of problems, if any, being experienced. The contractor shall resolve outstanding issues raised by the Government. Contractor attendance at these meetings shall be at no additional cost to the Government.

**1.4.9 Contract Manager (CM):** The contractor shall designate a CM who shall ensure performance under this contract. 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 CO.

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 shall work through the COR to resolve issues, receive technical instructions, and ensure adequate performance of services. The CM shall ensure that contractor employees do not perform any services outside the scope of the contract without an official modification issued by the CO. The CM shall ensure contractor employees understand that services performed outside the scope of the contract are performed wholly at the expense of the contractor.

1.4.10 Combating Trafficking in Persons: The United States Government has adopted a zero tolerance policy regarding trafficking in persons. Contractors and contractor employees shall not engage in severe forms of trafficking in persons during the period of performance of the contract; procure commercial sex acts during the period of performance of the contract; or use forced labor in the performance of the contract. The Contractor shall notify its employees of the United States Government's zero tolerance policy, the actions that will be taken against employees for violations of this policy. The contractor shall take appropriate action, up to and including termination, against employees or subcontractors that violate the US Government policy as described at FAR 22.17.

## **2.0 Definitions and Acronyms**

### 2.1 Definitions:

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

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

2.1.3 Contracting Officer Representative (COR): An employee of the U.S. Government designated by the CO to monitor contractor performance. Such appointment will be in writing and will 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 PWS.

2.1.5 Deliverable: Anything that can be physically delivered and includes non-manufactured things such as meeting minutes or reports.

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

2.1.10 Quality Control: All necessary measures taken by the Contractor to ensure 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.

## 2.2 Acronyms:

|           |  |
|-----------|--|
| AFRC      | Air Force Reserve Command  |
| BI        | Background Investigation   |
| CM        | Contract Manager   |
| CO        | Contracting Officer  |
| COR       | Contracting Officer Representative                                   |
| DD254     | Department of Defense Contract Security Classification Specification |
| DFARS     | Defense Federal Acquisition Regulation Supplement                    |
| DoD       | Department of Defense  |
| FAR       | Federal Acquisition Regulation                                       |
| GFP/M/E/S | Government Furnished Property/Material/Equipment/Services            |
| OCI       | Organizational Conflict of Interest                                  |
| PIPO      | Phase In/Phase Out   |
| POC       | Point of Contact   |
| PRS       | Performance Requirements Summary                                     |
| PWS       | Performance Work Statement   |
| QA        | Quality Assurance  |
| QASP      | Quality Assurance Surveillance Plan                                  |
| QC        | Quality Control  |
| QCP       | Quality Control Program  |
| TE        | Technical Exhibit  |
| USD(I)    | Under Secretary of Defense for Intelligence                          |

### **3.0 Government Furnished Property**

3.1 Government Furnished Property, Material, Equipment and Services (GFP/M/E/S): The Government will provide the property, material, equipment, and/or services listed below solely for the purpose of performance under this contract:

3.2 Property: None

3.3 Materials: None

3.4 Equipment: None

3.5 Services: None

3.6 Utilities: None

3.7 General: Except for those items specifically stated to be GFP/M/E/S, the contractor shall furnish everything required to perform these services as indicated in Paragraph 1.1.

### **4.0 Requirements**

4.1 The contractor shall furnish portable toilets and hand-washing stations and provide cleaning and sanitizing of the facilities on a regular schedule. The quantity and type of units required is provided at Paragraph 4.6 of this PWS. A location plan is attached in technical exhibit 2 to give bidders a location for the baseline units. In addition, additional units may be requested/ordered to support various events lasting anywhere from a weekend to a couple of months.

4.2. Criteria:

4.2.1 All units shall be cleaned and sanitized prior to delivery and placement at Westover ARB.

4.2.2 All units shall be placed on a regular servicing schedule with servicing once a week.

4.2.3 All units shall be equipped with the following:

4.2.3.1 Hand sanitization dispenser

4.2.3.2 Toilet (with seat and lid)

4.2.3.3 Toilet paper holder/dispenser

#### 4.2.3.4 Locking door

4.2.4 This contract DOES NOT include the Great New England Airshow which happens every 3-4 years. That event shall be handled on a separate solicitation and contract.

4.2.5 All work shall be coordinated with the 439<sup>th</sup> Civil Engineer Flight. POCs will be provided after award.

4.3 The contractor shall comply with all applicable Federal, State and Local requirements regarding septic waste regulations, worker and transportation permitting, and worker health and safety. The requirements include, but are not limited to, those found incorporated in this statement of work.

4.3.1 Contractor shall provide a town of Chicopee Septage hauling permit. This can be obtained from the Chicopee Board of Health at the following site:

4.3.1.1 Permitting from Chicopee Board of Health SHALL be obtained prior to award and must be sent over annually. Chicopee Board of Health septage permitting can be obtained by going to the follow web address:

<https://www.mass.gov/lists/massdep-hazardous-waste-forms#hazardous-waste-transporter-licenses->

Note: IAW M.G.L. c. 111, § 31A and 310 CMR 15.502, No person shall remove and/or transport septage through the streets of any city or town or via any state or federal highway located within any city or town in which the septage was first collected without first obtaining a permit from the board of health of such city or town.

4.3.2 All contractors will require a contractor's badge from Pass and ID. All workers will need to fill out a 439AW Form 1, 439 AW DBIDS/Contractor Badge Form, prior to arrival. Completion and signature of this form authorizes the 439th Security Forces Squadron to conduct a Criminal Background Check of the individual. These checks will be conducted in accordance with the requirements contained in DoDIO-2000.16V1\_AFI10-245-O. Final payment will not be made until all badges are returned to the Government after contract completion.

#### 4.4 Working Conditions:

4.4.1 General working conditions are listed below.

4.4.2 Some work sites are designated as No Smoking Areas. There will be no open flame or spark producing devices in those work areas.

4.4.3 Aircraft may be operating in adjacent work areas. The Contractor is responsible for advising and protecting his personnel from the high noise levels.

4.4.4 Some work sites may be located on the flightline. Operation in those areas shall conform to WARB Driving Regulation 125-4 which can be obtained upon request. Additionally, the Contractor will be required to attend mandatory Flightline Drivers' Training provided by the Chief of Airfield Management. All personnel driving on the flightline must obtain this training and receive a vehicle pass prior to operating on the airfield. Others will be escorted by Government Officials.

4.5 Submittals:

4.5.1 Contractor shall submit material safety data sheets (MSDS) on all chemicals used, to include hand sanitizers. They shall also update and provide the POC of any changes to the MSDS.

4.6 Locations and Quantities:

| Location  | Toilets (reg) | Hand Wash | Time Period |
|---|---------------|-----------|-------------|
| Bldg 5305, Vehicle Inspection Station   | 1             | 1         | Year-round  |
| Bldg 8907, Firing Range   | 1             | 0         | Year-round  |
| MOUT Training Site  | 1             | 0         | Year-round  |
| Bldg 8730, EOD Proficiency Range  | 1             | 0         | Year-round  |
| Bldg 8818, Dog Patch Training Area  | 4             | 1         | Year-round  |
| Wade Lake Pavillion   | 2             | 1         | Seasonal    |
| Bldg 8750, Gravel Pit Area  | 1             | 0         | Seasonal    |
| Bldg 8818, Dog Patch Training Area  | *Variable     | *Variable | *Variable   |
| Miscellaneous   | *Variable     | *Variable | *Variable   |
| <b>Note: It is understood that handwashing stations will be removed during the winter months</b>  |               |           |             |
| <b>*Variable: Westover's POC will contact contractor with time period, quantities, type, and location of any extra items needed at least 14 days prior to delivery and on site within 48 hours.</b> |               |           |             |

4.7 Invoicing and Payment

4.7.1 Payment, upon verification, invoices will be paid by Government Purchase Card (GPC) as the primary form of payment.

4.7.2 Invoicing shall monthly and contain at a minimum: BPA number, description of services performed, quantities, unit price, total price

4.7.2 Westover Air Reserve Base is a federal government entity, and as such is exempt from all local, state, and federal taxes, including but not limited to sales taxes. Any charges or invoicing that includes taxes shall be disputed/declined by the Government.

4.8 Acceptance

4.8.1 If at any time the Government finds the Portable Sanitations Facilities are not in compliance with this PWS, sections 4.2 and 4.6, the Contractor shall provide a replacement within 24 hours.

4.8.2 Contractor agrees that facilities provided may be inspected by Public Health, Safety Office, and Contracting Personnel at any time during the agreement period.

4.8.3 Only a warranted Contracting Officer is authorized to change anything in this agreement on the Government’s behalf. All issues shall be coordinated between the contractor, Contracting Officer, and the POC.

4.8.4 The government and contractor will review the contents of this annually and make any necessary changes. This agreement can be terminated by either party at any time, giving 30 days’ notice.

## 5.0 Applicable Publications and Forms

5.1 Publications applicable to this PWS are listed below:

| Publication (Chapter/Page)                          | Date of Publication | Mandatory or Advisory | Website   |
|---|---------------------|-----------------------|---|
| Federal Acquisition Regulation                      | 10 Aug 2022         | Mandatory             | <a href="https://www.acquisition.gov/browse/index/far">https://www.acquisition.gov/browse/index/far</a>   |
| Defense Federal Acquisition Regulation Supplement   | 26 Aug 2022         | Mandatory             | <a href="https://www.acquisition.gov/dfars">https://www.acquisition.gov/dfars</a>   |
| Air Force Federal Acquisition Regulation Supplement | 01 Jul 2022         | Mandatory             | <a href="https://www.acquisition.gov/affars">https://www.acquisition.gov/affars</a>   |
| DoDIO-2000.16V1_AFI10-245-O                         | 07 Dec 2020         | Advisory              | <a href="https://www.e-publishing.af.mil/">https://www.e-publishing.af.mil/</a>   |
| 310 CMR: DEP  | 09 Sep 2016         | Mandatory             | <a href="https://www.mass.gov/doc/310-cmr-15000-title-5-of-the-state-environmental-code/download">https://www.mass.gov/doc/310-cmr-15000-title-5-of-the-state-environmental-code/download</a> |
|   |                     |                       |   |

5.2 Applicable Forms: Forms applicable to the PWS are listed below:

| Form         | Date        | Website                                       |
|--------------|-------------|---|
| 439AW Form 1 | 26 Sep 2016 | Obtain through WARB Contracting Office or POC |
|              |             |   |
|              |             |   |

## TECHNICAL EXHIBIT 1

### Performance Requirements Summary (PRS)

This PRS includes performance objectives the Government will use to determine contractor performance and will compare contractor performance to the Acceptable Quality Level (AQL).

| Performance Objective                | Performance Standard  | Acceptable Quality Levels (AQL)  | Surveillance Method / By Whom          |
|--------------------------------------|---|--|--|
| 4.2<br>Criteria and salient features | The contractor shall provide all salient features listed or greater. All units must be equipped with a checklist noting the date/time when weekly service was conducted | 100% weekly service  | Periodic Inspection / 439 AW personnel |
| 4.6<br>Quantities and Location       | The contractor shall ensure quantities and locations are adhered to.  | 100% unless memo of record is on file stating different quantities and locations are required. | Random monitoring / 439 AW personnel   |

# TECHNICAL EXHIBIT 2

## Portable Sanitation Facility Location (approx.)



Westover ARB  
Dog Patch Area  
18 May 2022



INSET

