

PERFORMANCE WORK STATEMENT (PWS)

FOR

Annual Training Support Services

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 Annual Training Support Services, as defined in this PWS.

1.1.1 Objectives Reserved

1.2 Background: The North Carolina Army National Guard Annual Training requires **Showers Trailers/Generator/Propane** and support services in order to effectively and efficiently operate annual training events.

1.3 Period of Performance: **3-16 March 2023**

1.4 General Information:

1.4.1 Place and Performance of Services: The contractor shall provide services between the hours of **0700-2100**. Address: **Ft Bragg, Grid 6820 9220**. The contractor shall at all times maintain an adequate work force for the uninterrupted performance of all tasks defined within this PWS.

1.4.1 Reserved

1.4.1.1 Telework: Performance of these services is not able to be completed via telework and therefore telework is not authorized.

1.4.1.2 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.

1.4.1.3 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 from Government property or revoke access to Government systems 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.

1.4.2 Reserved

1.4.3 Quality Control (QC): The contractor shall develop and maintain an effective QC Plan (QCP) to ensure services are performed in accordance with this PWS. The contractor shall develop and implement procedures to identify, prevent, and ensure non-recurrence of defective services. The contractor's QCP is the means by which it assures itself that its work complies with the requirements of the contract. As a minimum, the contractor shall develop QC procedures that address the areas identified in Technical Exhibit 1, Performance Requirements Summary (PRS).

1.4.4 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 primarily focused on what the Government will do to ensure that the contractor has performed in accordance with the performance standards. It defines how the performance standards will be applied, the frequency of surveillance, and acceptable quality level(s) or defect rate(s).

1.4.5 Installation Access and Security Requirements. The contractor shall comply with 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 to be accomplished by installation Provost Marshal Office, Director of Emergency Services, or Security Office. The contractor shall ensure compliance with all personal identity verification requirements as directed by Department of Defense (DoD), Headquarters Department of Army (HQDA) and/or local policy (see PWS 6.0). Should the Force Protection Condition (FPCON) change, the Government may require changes in contractor security matters or processes.

1.4.5.2 For contractors that do not require a CAC, but require access to a DoD facility or installation: Contractor and all associated sub-contractors employees shall comply with adjudication standards and procedures using the National Crime Information Center Interstate Identification (NCIC-III) and Terrorist Screening Database (TSDB) (Army Directive 2014-05), and applicable installation, facility and area commander installation/facility access, and local security policies and procedures (provided by a Government representative).

1.4.5.3 Awareness Training (AT) Level 1: All contractor employees, including subcontractor employees, requiring access to Army installations, facilities, and controlled access areas shall complete AT Level 1 training. The contractor shall submit

certificates of completion for each affected contractor and subcontractor employee to the KO prior to the start of service. AT Level 1 awareness training is available at the following website: <https://jko.jten.mil/courses/at11/launch.html>.

1.4.5.4 iWATCH Training: The contractor and all associated subcontractors with an area of performance within an Army-controlled installation, facilities or area shall brief all employees on the local iWATCH program (training standards provided by the requiring activity Antiterrorism Officer (ATO)). This local developed training shall be used to inform employees of the types of behavior to watch for and instruct employees to report suspicious activity to the COR or the KO. The contractor shall report completion for each contractor employee and subcontractor employee to the KO prior to the start of service.

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 Reserved

1.4.8 Post Award Conference/Periodic Progress Meetings: The contractor agrees to attend any post award conference convened by the KO in accordance with FAR 42.5. The KO, COR and other Government personnel, as appropriate, may meet periodically with the contractor to review the contractor's performance. At these meetings, the KO 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 KO. 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 KO. 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 Reserved

1.4.11. 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 Defective Service: A service output that does not meet the standard of performance associated with the PWS.

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

2.1.4 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.

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

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

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

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

2.1.9 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:

AR	Army Regulation
CM	Contract Manager
COR	Contracting Officer Representative

DA	Department of the Army
DFARS	Defense Federal Acquisition Regulation Supplement
DoD	Department of Defense
FAR	Federal Acquisition Regulation
HQDA	Headquarters, Department of the Army
KO	Contracting Officer
NGB	National Guard Bureau
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

3.0 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:

3.1 No water/electric utilities will be provided by the Government on-site

4.0 Contractor Furnished Property, Materials, and Equipment (CFP/M/E)

4.1 General: Except for those items specifically stated to be Government-Furnished in Paragraph 3.0, the contractor shall furnish everything required to perform these services as indicated in Paragraph 1.1.

5.0 Requirements: The contractor shall:

5.1 Portable Toilet Rental & Service **N/A**

5.1.1 **Delivery/Pickup:** Contractor shall deliver ____ (mobilize) single stall portable toilets to identified grid locations/time/date. Contractor shall also remove (demobilize) all units at the end of the event.

5.1.2 **Set-Up:** Units shall be filled with fresh water and equipped with 2 rolls of toilet paper in a dry and lockable holder & hand sanitizer. Each unit shall be completely impervious to moisture and well-ventilated. The waste tank shall be water tight and connected to a vent extending above the roofline. The doors shall be tight fitting, lockable, with a vacancy indicator. Upon delivery, set-up and inspect unit to ensure in proper working order.

5.1.3 **Chemicals:** A minimum of 5 gallons of fresh water and cleaning solution shall be placed in the waste tank when the portalet is placed in service and at each cleaning cycle. This shall be based on AMSI Standard Z4.3. Deodorizer used shall not be formaldehyde-based. A list of chemicals used shall be submitted for approval to the

COR prior to the start date of the contract and at any time during the contract that the Contractor wants to change chemicals for use. All chemicals shall be approved by the Gov't for use.

5.1.4 Relocations: Contractor shall support unit relocations within the training location from grid location to grid location within 24 hours notice.

5.1.5 Servicing: All units shall be serviced every N/A hours which includes emptying & cleaning, washing surface area with mild detergent, refilling with water/chemicals, restocking of toilet paper, restocking hand sanitizer. Any debris will be properly disposed of off-site. Inspect unit to ensure in proper working order. Contractor shall maintain a log inside each unit that includes the date/time of last service and initials of last service person.

5.2 Shower Trailers Rental & Service

5.2.1 Delivery/Pickup: Contractor shall deliver (mobilize) units to identified grid locations/time/date. Upon delivery, set-up and inspect unit to ensure in proper working order. Contractor shall also remove (demobilize) all units at the end of the event. The contractor shall possess all regulatory certifications and licenses in order to transport and deliver the fully fueled generators. Unit shall be returned to the vendor with remaining diesel fuel (does not need to be full).

Delivery Date: **No earlier than 0800 on 3 March 2023; NLT 1400 on 3 March 2023.**

Pick up Date: **NLT 1000 on 16 March 2023.**

5.2.2. Utilities:

- a. Water spigots are not available for contractor use.
- b. Electrical outlets are not available for contractor use.

5.2.3 Equipment: Units shall come equipped with:

- a. 8 ea private shower stalls with exterior doors. Showers shall be partitioned to accommodate male and female soldiers separately, 24 ea shower heads for males and 8 ea shower heads for females. 4 trailers
- b. Filled water-tight holding tanks
- c. Grey-water tanks
- d. Filled diesel fueled generators
- e. Filled propane tank to heat the shower water

5.2.4 Servicing: All units shall be serviced every 24 hours at a minimum up to multiple times daily if necessary, which includes pump/re-fill grey water to support daily 7 minute heated showers for 213 soldiers (189 males/24 females) split up over the course of 1 showering event(s) daily, re-fuel (diesel and propane), and washing surface area with

mild detergent. Any debris will be properly disposed of off-site. Re-inspect unit after servicing to ensure in proper working order. Contractor shall maintain a log inside each unit that includes the date/time of last service and initials of last service person. All units shall operate at full potential at all times or a replacement will be installed within 24 hours at no additional cost.

5.2.5 Gov't Diesel Refueling: Gov't will not be responsible for diesel refueling.

5.3 Foot Pump Handwashing Station Rental & Service **N/A**

5.3.1 Delivery/Pickup: Contractor shall deliver (mobilize) foot pump handwashing stations stocked with antibacterial hand soap to identified grid locations/time/date. Contractor shall also remove (demobilize) all units at the end of the event.

5.3.2 Set-Up: Units shall be single, self-contained, with a minimum of 40 gallon fresh water reservoir (filled), water resistant towel dispenser, pump type filled soap and hand sanitizer dispensers attached to each unit. Upon delivery, set-up and inspect unit to ensure in proper working order.

5.3.3 Servicing: All units shall be serviced every 48 hours which includes grey water removal, washing surface area with mild detergent. Refill freshwater compartment with fresh potable water. Re-inspect unit to ensure in proper working order. Any debris will be properly disposed of off-site. Contractor shall maintain a log inside each unit that includes the date/time of last service and initials of last service person. All units shall operate at full potential at all times or a replacement will be installed within 24 hours at no additional cost.

5.4 200 Gallon Grey Water Tank Rental & Service (for cooking) **N/A**

5.4.1 Delivery/Pickup: Contractor shall deliver (mobilize) _____ gallon filled water-tight grey water tank to identified grid locations/time/date. Contractor shall also remove (demobilize) all units at the end of the event. Upon delivery, set-up and inspect unit to ensure in proper working order.

5.4.2 Servicing: All units shall be serviced every 48 hours which includes pump-out. Contractor shall maintain a log inside each unit that includes the date/time of last service and initials of last service person

5.5 1000 Gallon Fresh Potable Water Tank Rental & Service

5.5.1 Delivery/Pickup Contractor shall deliver (mobilize) 4,000 gallon filled fresh potable water tank to identified grid locations/time/date. Contractor shall also remove (demobilize) all units at the end of the event. Upon delivery, set-up and inspect unit to ensure in proper working order.

5.5.2 **Servicing:** All units shall be serviced every 48 hours which includes refilling with fresh, potable water

5.6 Rollback Dumpster (Construction, Recycle or Waste Units) Rental & Service **N/A**

5.6.1 **Delivery/Pickup** Contractor shall deliver (mobilize) construction, recycling, or waste rollback dumpsters to identified grid locations/time/date, in the size ordered. Size options include (20 cubic yard, 30 cubic yard, or 40 cubic yard) dumpsters. Contractor shall also remove (demobilize) all units at the end of the event. Upon delivery, set-up and inspect unit to ensure in proper working order.

5.6.2 **Servicing:** All units shall be serviced as needed which includes dumping & returning unit to site. Number of servicing instances requested for this event: ____; specific dates of servicing will be communicated by the Gov't at time of award.

5.7 Diesel Powered Portable Light Tower Rental (Unlimited Run Time) **N/A**

5.7.1 **Delivery/Pickup** Contractor shall deliver (mobilize) Ultra Low Sulfur Diesel (ULSD) powered ____-watt bulb portable light towers to identified grid locations/time/date. Contractor shall also remove (demobilize) all units at the end of the event. Upon delivery, set-up and inspect unit to ensure in proper working order. Unit shall be returned to the vendor with remaining diesel fuel (does not need to be full).

5.7.2 **Set-Up:** Units shall be equipped with:

- a. Bulb total power output of no less than ____ kW
- b. Minimum of one (1) 5lb fire extinguisher.
- c. Labeling of “Diesel Fuel Only”. Failure to label accordingly will invalidate contractor claims regarding Gov't use of incorrect fuel.
- d. NC state mandated stenciling/identification.
- e. Filled tank
- f. Gov't is responsible for refueling the tank.
- g. Units shall be able to withstand wind gusts up to 70mph in locations throughout the training area.

5.8 Solar Powered Light Tower Rentals **N/A**

5.8.1 **Delivery/Pickup** Contractor shall deliver (mobilize) and remove (demobilize) solar powered light sets to identified grid locations/time/date. Upon delivery, set-up and inspect unit to ensure in proper working order. All units shall operate at full potential at all times or a replacement will be installed within 24 hours at no additional cost.

5.8.2 **Set-Up:** Lights sets shall come equipped with:
a. 20 foot telescope

- b. Minimum of 4 LED lights providing a minimum of 40,000 Lumens per light set.
- c. Silent operation with a 360 degree vertical mast.

5.9 Propane Gas Exchange ____LB tanks N/A

5.9.1 Delivery/Pickup Full propane tanks will be delivered (mobilized) to the training location and grid and removed (demobilized) at the end of the event. Upon delivery, set-up and inspect unit to ensure in proper working order.

5.9.2 Set-Up: The propane tanks shall include all gauges/hoses/accessories needed to use them

5.9.3 Servicing: The tanks will require exchange within 24 hours of notification

5.10 Diesel Powered Generator (____KW) N/A

5.10.1 Delivery/Pickup The contractor shall mobilize and demobilize the generators for the events. Upon delivery, set-up and inspect unit to ensure in proper working order. The contractor shall possess all regulatory certifications and licenses in order to transport and deliver the fully fueled generators. Unit shall be returned to the vendor with remaining diesel fuel (does not need to be full).

5.10.2 Set-Up: The generator shall include the transformer, cables, gauges, hoses, and any accessories necessary to be fully operational. It shall also include:

- a. Full fuel tank
- b. Minimum of one (1) 5lb fire extinguisher.
- c. Labeling of “Diesel Fuel Only”. Failure to label accordingly will invalidate contractor claims regarding Gov’t use of incorrect fuel.
- d. NC state mandated stenciling/identification.

6.0 Terms

6.1.1 Contractor’s Representatives: Contractor shall have a company representative on call to respond to maintenance requests with full telephone coverage and authority to make decisions on behalf of the company on a 24 hour basis. The time for a required maintenance call starts when the Government calls the company representative. The Contractor shall have functioning voicemail. Lack of receiving capabilities by the Contractor does not relieve the Contractor of liability for the required service call timeframe to repair or replace equipment.

6.1.2 Quantity: The Government reserves the right to vary quantities by +/- 30% due to operational requirements and to make unilateral contract modifications at the pre-priced rates to meet said requirements. The Government also reserves the right to increase or decrease the POP dates due to mission requirements. In the event changes occur, the

Contracting Officer (KO) will notify the Contractor within 24 hours to make adjustments accordingly. The Government shall not be charged for decreasing quantities or POPs due to mission changes. Any changes shall be prorated at the calculated daily amount to adjust for increasing or decreasing requirements.

6.1.3 Familiarization Training: The contractor shall provide familiarization training on the delivered equipment. Soldiers to be trained will be licensed operators of similar equipment, but not necessarily the same equipment.

6.1.4 Delivery Instructions: All equipment shall be delivered to the specified locations no later than **1000EST** on the first day of the POP. Delivery can be made up to 48 hours early if coordination is made with the COR. Delivery of equipment must be coordinated with the COR prior to delivery to confirm delivery times and location. The Contractor shall allow adequate time for a joint visual inspection. All set up must be complete and equipment ready for use at time of delivery. NOTE: Increased installation security may delay Contractors' delivery time. It is the Contractors' responsibility to plan and prepare prior to the beginning of the POP to gain access to the post.

6.1.5 Equipment Condition: Each item of equipment or property furnished under this contract shall be in safe operational condition and shall comply with the Federal Safety Standards, the American National Standards and State Safety Regulations applicable to this equipment or property. If the Contracting Officer or their representative determines that any item of equipment or property furnished is not suitable for performance under this contract, the Contracting Officer shall promptly inform the contractor in writing.

6.1.6 Pre-Inspection Requirements: The Contractor shall coordinate with the COR to assure all delivery confirmations prior to arrival. At time of delivery, the Contractor shall complete a joint pre-inspection with the COR verifying that items delivered are in the correct location and are operational in accordance with the contract requirements. Contractor must be present until these joint inspections are complete.

6.1.7 Post-Inspections Requirements: The Contractor shall complete a joint post-inspection with the COR verifying that items have been returned in as-delivered condition with only normal wear and tear. The Government will not be responsible for returning the equipment with full fuel tanks or paying to refuel the equipment at the end of the POP.

6.1.8 POP or Quantity Change Inspections: In the event that the Contractor is not available for a joint inspection within 24 hours of being notified of a decrease change to the POP, the Government will conduct its inspection unilaterally and submit the inspection to the contractor as evidence that the Government's POP is complete. The contractor shall adjust the invoice in accordance with the adjusted POP.

6.1.9 Servicing & Inspection Sheets: All servicing and pre/post inspection sheets must be provided to the KO and COR after joint completion by the COR and Contractor. Sheets must be signed and dated. Both parties' names must be printed legibly and

signed. Sheets must be in hard copy form only.; the COR is not authorized to sign any electronic device that the vendor uses.

6.1.10 Emergency Services: The Contractor shall be available by phone to provide 24 hour emergency repair and/or replacement services for the leased equipment, including all weekends and holidays, at the Contractor's expense. The Contractor shall provide emergency services upon notification from the KO and have repaired or replaced the equipment within eight (8) hours. All repairs, replacement, delivery and pick-up costs not due to Government negligence shall be at no additional cost to the Government.
Repairs

6.1.11 Demobilization: Should equipment remain in place beyond 48 hours, the Government is not liable for usage, theft, loss, damage or replacement costs due to the Contractor's negligence to take possession of owned items. If for any reason the Contractor is unable to pick-up equipment, notify the KO in writing 24 hours prior to scheduled pick-up date

6.1.12 Claims Process: If a claim is submitted, it requires the joint pre-inspection and post-inspection sheets to accompany the claim form. Both must be provided to the KO at the time of claim submission. The pre and post-inspection sheets must only be signed by the COR that is indicated on the contract, or the appointed representative. The contractor must submit their claim invoice in the following format below or the KO will reject it.

Item description	VIN/SER number	Visible damage - description and date noticed	Repair and materials cost	Authorizing COR

6.1.13 Regulatory Requirements: Contractor shall ensure all waste materials are disposed of off-site at permitted waste disposal facilities. Prime Contractor shall maintain current NC fuel/waste/septic/disposal transportation and removal permits and registrations.

7.0 Applicable Publications: Publications applicable to this PWS are listed below:

Publication (Chapter/Page)	Date of Publication	Mandatory or Advisory	Website
Federal Acquisition Regulation			https://www.acquisition.gov/?q=browsefar
Defense Federal Acquisition Regulation Supplement			http://www.acq.osd.mil/dpap/dars/dfarspgi/current/index.html or https://www.acquisition.gov/dfars

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

Form	Date	Website
DD 250 Material Inspection and Receiving Report	Aug 2000	https://www.esd.whs.mil/Directives/forms/dd0001_0499/

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).

PWS Paragraph	Task	Performance Standard	Acceptable Quality Levels (AQL)	Surveillance Method By Whom
5.1-5.10	Timely Performance: Mobilization & Demobilization of Rental Equipment IAW specified time and location given to the contractor	Contractor shall deliver and remove equipment to the location and at the time needed by the event and given to the contractor	No more than one instance monthly of late delivery or removal of the rental equipment	Periodic Inspection
5.1, 5.2, 5.3, 5.4, 5.6, 5.7, 5.8, 5.9, 5.10	Compliance with Local, State and Federal Regulations	The contractor shall be possess all licenses/certifications as necessary by law in order to perform the services within this PWS.	Zero instances of incompliance with Federal/State regulatory requirements	Periodic Inspection
5.1, 5.2, 5.3, 5.4, 5.5, 5.9	Contractor shall provide regular services to the rental equipment being used as specified in the PWS.	Contractor shall service the equipment every 48 hours	No more than one instance monthly of late servicing of rental equipment	Periodic Inspection
6.1.10	Emergency Services	The contractor shall be available by phone to provide 24 hour emergency repair and/or replacement services for the leased equipment	No more than one instance of late repair/replacement of equipment	Periodic Inspection

TECHNICAL EXHIBIT 2

Deliverables Schedule

PWS Reference / Deliverable Title	Frequency	Number of Copies	Medium/Format	Submit To
1.4.5.3 AT Level 1 Awareness Training Certificates	Provide to the KO prior to the start of service	1	Electronic Submission	COR
1.4.5.4 iWATCH Training Certificates	Provide to the KO prior to the start of service	1	Electronic Submission	COR