

Performance Work Statement (PWS)

Vault Toilet Cleaning for BLM Colorado White River Field Office

PART 1

GENERAL INFORMATION

1. GENERAL: This is a non-personnel services contract to provide building cleaning and vault pumping at pre-designated sites. The Government shall not exercise any supervision or control over the contract service providers performing the services herein. Such contract service providers shall be accountable solely to the Contractor who, in turn, is responsible to the Government.

1.1 Description of Services

The Contractor shall provide all personnel, equipment, supplies, facilities, transportation, tools, materials, supervision, and other items and non-personal services necessary to clean vault toilets as defined in this PWS. The Contractor shall perform to the standards in this contract.

1.2 Background

The White River Field Office (WRFO) manages multiple recreation sites with vault toilets requiring regular cleaning to maintain sanitary conditions and comply with health standards.

1.3 Objectives

The objective for this service is to provide regular cleaning and pumping services for vault toilets, a sanitary environment and prevent overflow or contamination, and comply with local health and environmental regulations.

1.4 Scope

The contract supports periodic cleaning and provisioning of required resources to support patronage of all vault sites within the recreational area. The contractor shall provide all materials and labor to access, remove, transport, and dispose of waste in accordance with local regulations. The contractor shall provide continuity of serviceability to all vault toilets from a standpoint of capacity as outlined in the specified tasks.

1.5 Period of Performance

The period of performance for this contract shall be one year (365 days) from the effective date of award with the government's unilateral right to exercise options for the following four calendar years. The period of performance shall be for one (1) Base Year of 12 months and four (4) 12-month option years. The Period of Performance is listed on the purchase order schedule.

1.6 General Information

1.6.1 Quality Control

The contractor shall develop and maintain an effective quality control program 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 quality control program is the means by which the contractor assures that work complies with the requirement of the contract.

1.6.2 Quality Assurance

The government shall evaluate the contractor's performance under this contract in accordance with the Quality Assurance Surveillance Plan defined at FAR 37.604. This plan is

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

1.6.3 Recognized Holidays

The contractor is not required to perform on the federal holidays below:

New Year's Day	Labor Day
Martin Luther King Jr.'s Birthday	Columbus Day
President's Day	Veteran's Day
Memorial Day	Thanksgiving Day
Independence Day	Christmas Day
Juneteenth National Independence Day	

1.6.4 Hours of Operation

The contractor is responsible for conducting business, between the hours of 9:00am to 4:00pm Monday thru Friday except Federal holidays or when the Government facility is closed due to local or national emergencies, administrative closings, or similar Government directed facility closings. For other than firm fixed price contracts, the contractor will not be reimbursed when the government facility is closed for the above reasons. The Contractor must 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 the above reasons. When hiring personnel, the Contractor shall keep in mind that the stability and continuity of the workforce are essential.

1.6.5 Place of Performance

Vault toilets at designated BLM White River Field Office sites (maps and Shapefiles in Attachments).

1.6.6 Type of Contract

The government will award a Firm Fixed Price contract.

1.6.7 Security Requirements

1.6.7.1 Physical Security:

The 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.

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

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

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

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

1.6.8 Special Qualifications: RESERVED

1.6.9 Post Award Conference/Periodic Progress Meetings: The Contractor agrees to attend any post award conference convened by the contracting activity or contract administration office in accordance with Federal Acquisition Regulation Subpart 42.5. The contracting officer, Contracting Officers Representative (COR), and other Government personnel, as appropriate, may meet periodically with the contractor to review the contractor's performance. At these meetings the contracting officer will apprise the contractor of how the government views the contractor's performance and the contractor will apprise the Government of problems, if any, being experienced. Appropriate action shall be taken to resolve outstanding issues. These meetings shall be at no additional cost to the government.

1.6.10 Contracting Officer Representative (COR): The (COR) will be identified by separate letter. The COR monitors all technical aspects of the contract and assists in contract administration. The COR is authorized to perform the following functions: assure that the Contractor performs the technical requirements of the contract; perform inspections necessary in connection with contract performance; maintain written and oral communications with the Contractor concerning technical aspects of the contract; issue written interpretations of technical requirements, including Government drawings, designs, specifications; monitor Contractor's performance and notifies both the Contracting Officer and Contractor of any deficiencies; coordinate availability of government furnished property, and provide site entry of Contractor personnel. A letter of designation issued to the COR, a copy of which is sent to the Contractor, states the responsibilities and limitations of the COR, especially with regard to changes in cost or price, estimates or changes in delivery dates. The COR is not authorized to change any of the terms and conditions of the resulting order.

1.6.11 Key Personnel: RESERVED

1.6.12 Identification of Contractor Employees: All contract personnel attending meetings, answering Government telephones, and working in other situations where their contractor status is not obvious to third parties are required to identify themselves as such to avoid creating an impression in the minds of members of the public that they are Government officials. They must also ensure that all documents or reports produced by contractors are suitably marked as contractor products or that contractor participation is appropriately disclosed.

1.6.13 Contractor Travel: RESERVED

1.6.14 Other Direct Costs: RESERVED

1.6.15 Data Rights: RESERVED

1.6.16 Organizational Conflict of Interest: Contractor and subcontractor personnel performing work under this contract may receive, have access to or participate in the development of proprietary or source selection information (e.g., cost or pricing information, budget information or analyses, specifications or work statements, etc.) or perform evaluation services which may create a current or subsequent Organizational Conflict of Interests (OCI) as defined in FAR Subpart 9.5. The Contractor shall notify the Contracting Officer immediately whenever it becomes aware

that such access or participation may result in any actual or potential OCI and shall promptly submit a plan to the Contracting Officer to avoid or mitigate any such OCI. The Contractor's mitigation plan will be determined to be acceptable solely at the discretion of the Contracting Officer and in the event the Contracting Officer unilaterally determines that any such OCI cannot be satisfactorily avoided or mitigated, the Contracting Officer may effect other remedies as he or she deems necessary, including prohibiting the Contractor from participation in subsequent contracted requirements which may be affected by the OCI.

1.6.17 PHASE IN /PHASE OUT PERIOD: RESERVED

PART 2
DEFINITIONS & ACRONYMS

2. 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. 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-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 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. 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. 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. The number of hours per day the Contractor provides services in accordance with the contract.

2.1.12. WORK WEEK. Monday through Friday, unless specified otherwise.

2.2. ACRONYMS:

ACOR	Alternate Contracting Officer's Representative
BLM	Bureau of Land Management
CFR	Code of Federal Regulations
CO	Contracting Officer
CONUS	Continental United States (excludes Alaska and Hawaii)
COR	Contracting Officer Representative
COTR	Contracting Officer's Technical Representative
COTS	Commercial-Off-the-Shelf
CRS	Colorado Revised Statute
DIAR	Department of the Interior Acquisition Regulation
DOI	Department of the Interior
FAR	Federal Acquisition Regulation
HIPAA	Health Insurance Portability and Accountability Act of 1996
KFO	Kremmling Field Office
OCI	Organizational Conflict of Interest
OCONUS	Outside Continental United States (includes Alaska and Hawaii)
ODC	Other Direct Costs
PIPO	Phase In/Phase Out
POC	Point of Contact
PRS	Performance Requirements Summary
PWS	Performance Work Statement
QA	Quality Assurance
QAP	Quality Assurance Program
QASP	Quality Assurance Surveillance Plan
QC	Quality Control
QCP	Quality Control Program
SRMA	Special Recreation Management Area
TE	Technical Exhibit
WRFO	White River Field Office

PART 3
GOVERNMENT FURNISHED PROPERTY, EQUIPMENT, AND SERVICES

3. GOVERNMENT FURNISHED ITEMS AND SERVICES:

3.1. Services: The Government will provide access to all facilities and lands in coordination with the COR. The government will notify the contractor of the need for pumping no later than one week prior to required pumping.

3.2 Facilities: RESERVED

3.3 Utilities: RESERVED

3.4 Equipment: RESERVED

3.5 Materials: RESERVED

PART 4
CONTRACTOR FURNISHED ITEMS AND SERVICES

4. CONTRACTOR FURNISHED ITEMS AND RESPONSIBILITIES:

4.1 General: The Contractor shall furnish all supplies, equipment, facilities and services required to perform work under this contract that are not listed under Section 3 of this PWS.

PART 5 SPECIFIC TASKS

5.1. Basic Services. The contractor shall provide services for the White River Field Office supporting the removal of waste from Vault Toilets identified under para 1.6.5.

5.1.1. Scheduling. The contractor shall coordinate scheduled cleaning access with the COR no later than 24 hours prior to attempting site access.

5.1.2. Training. The contractor is responsible for ensuring all personnel are trained and appropriately certified for the positions related to this work inclusive of all of the terms and conditions of this purchase order.

5.1.3. Level of Service. The contractor is responsible for always maintaining the vaults utilization to not greater than 50% or capacity during the period of performance. The government reserves the right to service within 24 hours of notification from the COR that a vault exceeds 50% capacity.

5.2. Waste Removal.

5.2.1 The contractor shall provide all equipment, power, and materials to independently suction or otherwise remove vault toilets per commercial standard. The government reserves the right to no fewer than fifty thousand gallons (50,000) within one calendar year. Additional quantities shall be billable to the unit price established within the schedule.

5.2.2. Following removal of waste and cleaning, the contractor shall provide no less than 50 gallons of liquid (water or other industry standard) at the bottom of each vault to reduce odor and vector borne risks.

5.2.3. The contractor is responsible for the proper removal and re-installation of manhole covers to prevent damage to the facility and mitigate risk to pedestrians.

5.2.4. Following pumping, the contractor will provide a detailed report to accompany invoicing after each service including date of service, volume of waste removed, and any emergency maintenance or repair recommendations.

5.3 Transportation and Disposal of Waste. The contractor will remove all waste from the Location of Performance and deposit it at a state-designated wastewater treatment plant. Facilities lists are available from the Colorado Department of Public Health and Environment. The contractor is solely responsible for compliance with all Federal, State, and Local Laws related to waste transportation and cleanup of any unauthorized spillage from the contractor's vehicle.

5.4 Vault Inspection and Maintenance – Cleaning Standards

The Contractor shall perform cleaning according to the following steps:

Step 1 – Garbage Removal

The Contractor shall remove all garbage located on the floor, in the entrance, or immediately adjacent to the building and dispose of it in the on-site containers.

Step 2 – Initial Disinfecting

The Contractor shall disinfect all high-touch solid surfaces (e.g., handles, toilets, toilet paper dispensers, and the exterior of the door) using a hand sprayer or similar device. Disinfectant shall remain on surfaces until air dry. The Contractor shall use an EPA-registered disinfectant and follow manufacturer's directions, including wearing recommended protective equipment. If an EPA-registered disinfectant is not available, a bleach solution consisting of 1/3 cup bleach per gallon of water may be used.

Step 3 – Washing

The Contractor shall wash toilets using a hot water pressure washer on a low setting inside the toilet and at the entrance to remove spider webs and debris. Toilets and covered entrances shall be cleaned with a general detergent or soap and water appropriate for bathroom surfaces and finishes. If power washing on low damages paint or surfaces, the Contractor shall notify the BLM representative and use an alternate cleaning method. The entire riser (inside and outside) and toilet seats shall be power washed on low settings to remove stains and accumulated debris, including human waste. No human waste shall be visible inside or outside the riser, seat, or lid. Seats and riser exterior shall be wiped dry after cleaning, and excess water shall be removed from the toilet area. WD-40 may be applied inside the riser to prevent buildup of waste.

Step 4 – Final Disinfecting

Following washing, the Contractor shall disinfect all high-touch solid surfaces (e.g., handles, toilets, toilet paper dispensers, and the exterior of the door) using a hand sprayer or similar device. Disinfectant shall air dry on surfaces.

Toilet Paper

The Contractor shall cover or remove toilet paper during disinfecting and washing to prevent it from getting wet and replace it after cleaning. Toilet paper rolls with less than 50% remaining shall be replaced with new rolls, and all holders shall be stocked to maximum capacity. Toilet paper may be one-ply or two-ply, with preference for recycled materials where practical. Each holder typically accommodates four rolls.

Cleaning Schedule

- May 1 – October 31: Cleaning shall occur twice weekly.
- November 1 – April 30: Cleaning shall occur once weekly, with flexibility based on weather conditions. Power washing may be reduced during winter to prevent freezing and ice buildup. The Contractor shall post cleaning schedules on the door of each vault toilet.

Annual Pumping

Vaults shall be pumped annually between August 1 and August 31. All waste shall be removed and disposed of at an approved facility.

Damage Reporting

The Contractor shall report any observed damage or vandalism to the BLM representative immediately.

5.5 Insurance. The contractor shall maintain and provide proof of all required insurance to the government upon request. This may include, but is not limited to: Vehicular Insurance, Business Liability Insurance, and other labor related insurance related by the State of Colorado and this contract.

PART 6
APPLICABLE PUBLICATIONS

5. APPLICABLE PUBLICATIONS (CURRENT EDITIONS)

6.1. The Contractor must abide by all applicable regulations, publications, manuals, and local policies and procedures.

Public Law 92-500
40 CFR 63.1256
CRS 25-8-205
CRS 25-13-106
CRS 32-7-141
5 CCR 1002-22

PART 7
ATTACHMENT/TECHNICAL EXHIBIT LISTING

6. Attachment/Technical Exhibit List:

6.1 Attachment 1 – Performance Requirements Summary
6.2 Attachment 2 – Deliverables Schedule
6.3 Exhibit A – Field Maps
6.4 Exhibit B – Shapefiles

Attachment 1

Performance Requirements Summary

The contractor service requirements are summarized into performance objectives that relate directly to mission essential items. The performance threshold briefly describes the minimum acceptable levels of service required for each requirement. These thresholds are critical to mission success.

Performance Objective (The Service required—usually a shall statement)	Standard	Performance Threshold (This is the maximum error rate. It could possibly be “Zero deviation from standard”)	Method of Surveillance
PRS # 1. 1.6.7 Physical Security	The Contractor provided key control ensuring no unauthorized access to facilities for which they are provided with temporary access to keys. The contractor lost no keys in the performance of the contract.	ZERO Deviation	<i>Direct Observation</i>
PRS # 2 5.1.3. Level of Service	The contractor empties and cleans all vaults to maintain a capacity of 50% or less at all times. The contractor responds to request for emergency service within 24 hours of notification from the COR.	95%	Periodic Surveillance; Validated Customer Complaint
PRS # 3 5.3. Transportation and Disposal of Waste	The contractor transports and disposes of waste product under the terms and conditions of the contract. The contractor experience no unauthorized spillage of wastewater outside of authorized areas.	ZERO Deviation	Validated Customer Complaint
PRS # 4 5.4.1. Standard Cleaning	Following wastewater removal, the contractor pressure washes the vault to facilitate inspections and ensure servicablility	95%	Periodic Surveillance; Validated Customer Complaint

Attachment 2

DELIVERABLES SCHEDULE

<u>Deliverable</u>	<u>Frequency</u>	<u># of Copies</u>	<u>Medium/Format</u>	<u>Submit To</u>
Pumping Report	Upon Completion of wastewater disposal	1 – provided during invoice submission	Adobe or MS Office	IPP.gov
Final Assessment Report	At the time of final invoice	1 – provided during invoice submission	Adobe or MS Office	IPP.gov
Proof of Insurance	Upon request from the COR or Contracting Officer	1	Adobe or MS Office	COR or Contracting Officer