

Performance Work Statement (PWS)
Movement, Service and Repair of Portable Chemical Latrines
Amendment 1 - 20 FEB 25

PART 1
GENERAL INFORMATION

1. General: This is a non-personal services contract to provide the movement, service and repair of portable chemical latrines. 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/Introduction: The Contractor shall provide all management, personnel, equipment, parts, supplies, facilities, transportation, tools, materials, supervision, and other items and non-personal services necessary to perform Movement, Service and Repair of Portable Chemical Latrines as defined in this Performance Work Statement except for those items specified as Government furnished property and services. The Contractor shall perform to the standards in this contract.

1.2 Background: This contract shall provide service of portable chemical latrines in training areas not served by the Installation's sanitary sewer collection and treatment systems. Occasionally portable chemical latrine services shall be required for social events such as concerts and fairs.

1.3 Scope: The Contractor shall deliver, relocate, pick-up, service and repair portable chemical latrines, including ADA compliant latrines, under all weather conditions. Performance shall be in strict accordance with the specifications contained herein; current Federal, State, and local laws, ordinances, regulations, and policies; and commercial standards.

1.3.1 Workload: During the period of performance, there will be workload increases and decreases. Requirements are significantly greater during months with a Joint Readiness Training Center (JRTC) rotational training exercise. There are normally ten (10) rotations annually. Variation in workload shall not limit the Contractor's obligation to perform services as specified. The Contractor shall support both anticipated and unanticipated military activities, as directed by the Government. Examples include mobilization or deployment exercises, actual mobilization or deployment, redeployment, training, operations other than war (OOTW), unit activation/inactivation, and military assistance to civilian authorities. Quantities in the bid schedule are estimated based on historical records. Rotational latrines have priority for delivery, services and pick up. Contractor shall be able to simultaneously support requirements at Peason, Aerial Port of Debarkation and Fort Johnson.

1.3.2 In addition to servicing portable chemical latrines, the Contractor shall service and dispose of the contents of sanitary waste holding tanks. One such tank located on K Avenue is serviced on a scheduled basis. Other tanks require emptying on an infrequent basis.

1.4 Period of Performance: The period of performance shall be for one (1) Base Year of 12 months and four (4) 12-month option years. Delivery orders will be issued during training exercises, which will include the period of performance for that specific order.

1.5 Quality Control: 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 must 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 Contracting Officer (KO) and Contracting Officer Representative (COR) within ten (10) days after contract award and within 5 working days when changes are made thereafter. **(Deliverable #1)** After acceptance of the quality control plan the Contractor shall receive the KO acceptance in writing of any proposed change to their Quality Control (QC) system.

1.5.1 Quality Assurance: The Government will evaluate the Contractor's performance under this contract in accordance with the Quality Assurance Surveillance Plan. 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.

1.5.2 Federal Government Holidays: Consider the impact of a Presidential declared "Excused Absence" such as for Christmas Eve. When a holiday falls on a Sunday, the following Monday will be observed as a holiday and when a holiday falls on a Saturday, the preceding Friday is observed as a holiday by United States (U.S.) Government Agencies.

New Year's Day	1st day of January
Birthday of Martin Luther King Jr.	3rd Monday of January
Washington's Birthday	3rd Monday of February
Memorial Day	Last Monday of May
Juneteenth National Independence Day	19 th 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

1.5.3 Hours of Operation: The Contractor shall perform work required by this contract during daylight hours (0730 – Sundown) on a daily basis, including Saturdays, Sundays and Federal holidays except 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.

1.5.4 Place of Performance: The work to be performed at the following locations in Louisiana to include but not limited to: Fort Johnson military reservation, Alligator Lake parking area, special limited use areas of Kisatchie National Forest, Peason Ridge/Horse's Head Area, Kurthwood training area, Simpson training area, Cold Springs training and the US Army Aerial Port of Departure (APOD) at England Airpark, Alexandria (which is approximately 50 miles east of Fort Johnson).

1.5.5 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, when any new employee starts and yearly thereafter. **(Deliverable #2)**. The COR will update the access roster upon receipt.

1.5.6 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 IAW Army Regulation (AR) 190-13, "The Army Physical Security Program".

1.5.6.1 Installation Physical Security

1.5.6.1.1 All personnel employed under this contract will adhere to all Fort Johnson access control policies which include, weapons registration, transportation of weapons on the installation, access control policies, use of installation passes and identification (ID) cards and the operation of motor vehicles.

1.5.6.1.2 A check of records through the National Crime Information Center (NCIC) Interstate Identification Index (III) is the Army minimum baseline background check for entrance onto Army installations for non-CAC holders to include entrance of visitors. Contractors will identity proof all employees using e-verify and ensure that no illegal immigrants are employed under the umbrella of this contract.

1.5.6.1.3 Physical Security Plan: Reserved

1.5.6.1.4 Information Systems Security Plan: Reserved

1.5.6.1.5 Key Control Plan: Reserved

1.5.6.2 Installation Anti-Terrorism /Force Protection (AT/FP)

1.5.6.2.1 Pursuant to DoD Instruction 2000.16-V1, DoD Antiterrorism (AT) Standards, dated November 17, 2016 Change 3, May 7, 2021, each Contractor employee requiring access to a federally controlled installation, facility and/or federally controlled information systems shall complete AT Level I awareness training on an annual basis and receive a certificate of completion. The training is accessible from any computer and is available at <https://jkodirect.jten.mil/Atlas2/page/login/Login.jsf>. The Contractor is responsible for ensuring that all applicable employees have completed antiterrorism awareness training. In the event that the automated system list above is 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. 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 **(Deliverable #3)**. 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.

1.5.6.3 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). 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 FSO, 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). Certificate of TARP training shall be provided to the COR NLT 30 calendar days after performance start date and annually thereafter. **(Deliverable #4)**

1.5.6.4 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 **(Deliverable #5)**.

1.5.6.5 Installation Operations Security (OPSEC)

1.5.6.5.1 Operation Security (OPSEC): 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 (**Deliverable #6**). OPSEC training is available online through the Fort Johnson SharePoint OPSEC site on the intranet or the Defense Security Services website at: <https://cdsetrain.dtic.mil.opsec.index.htm>. 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 because 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 ACO.

1.5.6.5.2 OPSEC Standard Operating Procedure: 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 (**Deliverable #7**). 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.

1.5.6.6 Fort Johnson Contract/Homeland Security Presidential Directive 12 (HSPD 12) Requirements: Requirements apply to any contract over 180 days in duration, or any contract where workers access our occupied buildings or require access to the government information systems.

1.5.6.6.1 All personnel hired under this contract who do not require a security clearance must have a favorable National Agency Check with Inquiries (NACI). The Contracting Officer Representative (COR) will ensure new hires complete a NACI through the Personnel Security Investigation Portal (PSIP) by initiating a request through S&ID no later than 15 calendar days from the date of hire and completing the investigation (submission to OPM) within 30 calendar days. Personnel who require a security clearance must be processed by their company Facility Security Officer (FSO) or company Security Manager.

1.5.6.6.2 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 S&ID for the initiation. The contractor shall schedule fingerprinting appointments with S&ID. Personnel will not be able to work under this contract until the NACI has been submitted to PSIP as required. Personnel who do not receive a favorable NACI will not be allowed to perform services under this contract.

1.5.6.6.2.1 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 S&ID. An unfavorable NACI adjudication can result in the loss or denial of computer access, physical access or employment.

1.5.6.6.2.2 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 calendar days.

1.5.7 Installation Access: All unescorted visitors to Fort Johnson 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 Johnson Visitor's Center at (337) 531-0380 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 Johnson. 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.

1.5.7.1 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.

1.5.7.2 The Fort Johnson Visitors Center is open Monday – Friday, 0500 – 2100, Saturday – Sunday, 0800 -1600. For additional information concerning access control, please contact the Visitors Center at (337) 531-0380.

1.5.8 Lock Combinations: Not applicable

1.5.9 Installation Access Control: Procedures for commercial vehicle access to Fort Johnson are subject to change without prior notice. Current access information may be obtained by calling Physical Security (531-7756) / Visitor Control Center (531-0380).

1.5.9.1 Security Searches/Checks: Contractor and Contractor employees are subject to security searches/checks. Persons found in possession of firearms, ammunition, explosives, pyrotechnic devices, knives, other lethal weapons, or removing Government equipment, supplies, and/or food will be prosecuted and/or barred from the installation.

1.5.9.2 Compliance with Regulations: The Contractor and Contractor employees shall comply with all applicable Fort Johnson regulations promulgated by the Commanding General, Fort Johnson, LA, as well as all applicable Federal and State safety laws and security regulations. Applicable Post regulations including, but not limited to, fire, safety, sanitation, security, and firearms or other lethal weapons, will be made available to the Contractor upon request.

1.5.9.3 Instructions for Access: The following information is provided to assist in creating an access roster for personnel requiring access to Fort Johnson.

1.5.9.3.1 Personnel without a Common Access Card (CAC), Rapid Gate Card card can be escorted by a CAC/DoD ID holder if riding in the same vehicle. Those personnel will be expected to identify themselves with a state issued driver's license or ID. Otherwise, unescorted visitors must go to the Visitor Control Center (VCC) adjacent to the main gate located on Entrance Road to be vetted. There, the visitor will present their state issued driver's license. Once vetted, guests will be issued either a paper pass or a printed photo ID card for long term access not to exceed six months. Both the pass and the ID card will grant access at all Fort Johnson Access Control Points. All personnel will still be required to be vetted through the Mobilisa handheld scanners.

1.5.9.3.2 Access Rosters: Personnel whose contracts exceed 180 calendar days in duration are required to be processed for a CAC. Personnel whose contract is less than 180 calendar days in duration will receive a personnel pass valid until the expiration of the contract or business venture date. Access Rosters are required to be submitted to the VCC for all Contractor personnel. An example of an Access Roster can be provided by the VCC upon request. The roster is self-explanatory, but at a minimum will contain the individual's name, SSN, date of birth, contract number, duration of visit, and point of contact for access.

1.5.9.3.3 Access Rosters MUST be submitted for the Contractor by the appointed Contracting Officer's Representative (COR) or the designated Government Point of Contact. Any roster submitted by a commercial ISP (example @yahoo.com, @gmail.com, etc.) will not be accepted and must be verified through the Physical Security Office (337) 531-7756.

1.5.9.3.4 Additional Websites/Information: See Something Suspicious? Say Something Immediately! <https://www.inscom.army.mil/isalute/>, <https://tips.fbi.gov/>, or 1-800-CALL SPY (1-800-225-5779).

Surviving an Active Shooter requires you to [Run - Hide - Fight!](#)

DoD CUI Program: <https://www.dodcui.mil/Home/Training/>

Overseas Travel - If you are planning OCONUS official or unofficial (personal) travel, please contact your Security Manager, G-2, S-2, or Antiterrorism Office at the earliest:

You are required to review the country-specific DoD Foreign Clearance: <https://www.fcg.pentagon.mil/fcg.cfm>

Enroll in the State Department's Smart Traveler Enrollment Program (STEP) to receive Alerts and make it easier to locate you in an emergency: <https://step.state.gov/>

1.5.10 Special Qualifications: Not applicable.

1.5.11 Post Award Conference/Periodic Progress Meetings: The Contractor agrees to attend the post award conference convened by the contracting activity or contract administration office in accordance with Federal Acquisition Regulation Subpart 42.5, Post Award Orientation. The Contracting Officer, 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.

1.5.12 Contracting Officer's 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, and specifications; monitor Contractor's performance and notify 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 contract and subsequent task orders.

1.5.13 Management: The Contractor shall designate a Contract Manager who shall be authorized and empowered to act for and make decisions on behalf of the Contractor on all matters relating to this contract, to serve as the point of contact for the Government; and to manage contract performance. The Contract Manager shall be located within 60 miles of Fort Johnson and be available by telephone outside normal working hours. The Contractor shall provide in writing the name and telephone number for the Contract Manager to the Contracting Officer and COR no later than five (5) calendar days prior to start of performance under this contract and upon change of Contract Manager(s).
(Deliverable #8)

1.5.14 Identification of Contractor Employees: The Contractor (to include Subcontractors) shall provide each employee an Identification (ID) Badge, which includes at a minimum, the Company Name, Employee Name and a color photo of the employee. ID Badges shall be worn at all times during which the employee is performing work under this contract. Each Contractor (to include Subcontractors) employees shall wear the ID Badge in a conspicuous place on the front of exterior clothing and above the waist except when safety or health reasons prohibit. The Contractor (to include Subcontractors) shall be responsible for collection of ID Badges upon completion of the contract or termination of employee. A listing of issued identification cards shall be furnished to the Contracting Officer prior to the contract performance date and updated as needed to reflect Contractor and Subcontractor personnel changes. 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. When prime Contractor or Subcontractor personnel send e-mail messages as a part of contract performance (or otherwise relating to contract matters), each sender shall include his/her name (both first and last names), E-mail address and the name of the individual's employer.

1.5.15 Supervision of Contractor Employees: Reserved

1.5.16 Contractor Travel: Not applicable

1.5.17 Other Direct Costs: Not applicable

1.5.18 Data Rights: Not applicable

1.5.19 Organizational Conflict of Interest: Not applicable

1.5.20 Phase In/Phase Out Period: Not applicable

1.5.21 Safety: The contractor shall have a Safety and Occupational Health Program implemented that is tailored to meet the safety requirements of the contract and associated tasks and products of the contract. Prior to commencement of work, this program will be documented in the contractor's safety plan which will be provided to the Garrison Safety Office (GSO) at 7130 Pennsylvania Avenue Building 4209 Mod D and COR NLT 30 calendar days after performance start date (Deliverable #6).

1.5.21.1 Safety and Occupational Health Program: Army contractors will be required to have a Safety and Occupational Health Program implemented that is tailored to meet the safety requirements of each contract and the associated tasks and products of that contract. This program will be documented in the contractor's safety plan.

1.5.21.2 The Contractor shall protect the lives and health of its employees, government employees, and the public from its operations and those of its lessees, tenants, or subcontractors and comply with Federal, State, and local safety and health laws and regulations. The Contractor shall also protect government property.

1.5.21.3 Accident Reporting: The Contractor shall report accidents/mishaps to the COR -- in addition the following should also be reported:

- (1) Injury or occupational illness to on-duty contractors.
- (2) Damage to Government property provided to a contractor.
- (3) Contractor accidents involving Army property and personnel.

1.5.21.3.1 The COR shall inform the Garrison Safety Office of instances where the contractor has been notified to take immediate action to correct serious or imminent danger conditions.

1.5.21.3.1 The Garrison Safety Office as well as other Safety Personnel on Fort Johnson reserves 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.

1.5.21.4 Radiation Requirements for Contractor Operations: If the contractor possess any radioactive material or radiation producing equipment on post. The Contractor will apply for Army Radiation Permits from the Garrison Safety Office in accordance with 32 CFR 655.10 prior to bringing radioactive material or operating radiation producing devices on-post.

1.5.21.4.1 The Contractor will also apply to the GSO for changes to existing radiation permits supporting permit documents, including state licenses and subsequent amendments to those licenses.

1.5.21.4.2 The Contractor will report accidents/incidents/thefts involving radioactive material to the GSO in accordance with 10 CFR 20. The Contractor will report accidents/incidents involving radiation-producing devices to the GSO in accordance with State regulation.

1.5.21.4.3 The Contractor will ensure personnel who work with or around radioactive material or radiation producing devices receive initial and periodic radiation safety training commensurate with their duties. These training requirements shall be addressed in the contractor's safety plan.

1.5.21.4.4 If the Contractor uses lasers, he shall implement the protection standards and controls for the safe use of

lasers and laser systems as outlined in ANSI Z136.1-1993.

1.5.21.5 Sub-Contracting/Leasing Requirements: Before signing a lease or contract for any purpose the contractor shall inform lessees/subcontractors of their obligation to comply with Federal, State, and local safety and health laws and regulations. The contractor shall inform all lessees and subcontractors of all applicable safety requirements contained in this performance work statement.

1.5.22 Emergency Medical Treatment: Emergency medical treatment will be provided by the Bayne-Jones Army Community Hospital (BJACH) in order to prevent undue suffering or loss of life. Emergencies will be treated only during the period of emergency and appropriate action will be taken to discharge or transfer such patients as soon as the emergency period ends. Charges for medical care will be at the prevailing rate and at the Contractor's or Contractor employee's expense.

1.5.23 Fire Prevention: The Contractor shall comply with fire prevention practices as set forth by the National Fire Protection Association in the National Fire Code and JRTC & FJ REG 420-5 entitled "Fire Prevention and Protection Program".

1.5.24 Removal of Contractor Personnel: The Government reserves the right to require removal of any Contractor personnel from the job site who endanger persons or property, or whose continued employment is inconsistent with the interest of military security. The Government also reserves the right to require the Contractor to remove from the job site, any employee found to be under the influence of alcohol, drugs or any other incapacitating agent or any employee involved in the theft of Government property. The removal from the job site of such personnel shall not relieve the Contractor of the requirement to provide personnel to perform services.

1.5.25 Contractor personnel shall not interfere with Government activities.

1.5.26 Environmental Specifications: Contractors performing activities on Fort Johnson shall comply with the following applicable environmental requirements:

1.5.26.1 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 Johnson Regulations. Immediately report any conflicts between applicable federal, state, local environmental laws, statutes, executive orders, provisions of Army Regulation 200-1, JRTC and Fort Johnson Regulation 200-1, and any specifications within this contract to the Contracting Officer's Representative (COR) and the Directorate of Public Works, Environmental and Natural Resources Management Division (DPW-ENRMD).

1.5.26.2 Compliance with all Federal Acquisition Regulation Provisions: Comply with all applicable Federal Acquisition Regulation (FAR) clauses outlined in FAR Subpart 52.223-1 Biobased Product Certification; FAR Subpart 52.223-2 Affirmative Procurement of Biobased Products Under Service and Construction Contracts; FAR Subpart 52.223-3 Hazardous Material Identification and Material Safety Data; FAR Subpart 52.223-4 Recovered Material Certification; 52.223-5 Pollution Prevention and Right-to-Know Information; 52.223-7 Notice of Radioactive Materials; 52.223-9 Estimate of Percentage of Recovered Material Content for EPA-Designated Items; 52.223-10 Waste Reduction Program; 52.223-11 Ozone-Depleting Substances and High Global Warming Potential Hydrofluorocarbons; 52.223-12 Maintenance, Service, Repair, or Disposal of Refrigeration Equipment and Air Conditioners; 52.223-15 Energy Efficiency in Energy-Consuming Products; 52.223-17 Affirmative Procurement of EPA-designated Items in Service and Construction Contracts; 52.223-19 Compliance with Environmental Management Systems; 52.223-20 Aerosols; and 52.223-21 Foams.

1.5.26.3 Compliance with Green Procurement Requirements: Follow Federal EPA Comprehensive Procurement guidelines (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.

1.5.26.4 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.

1.5.26.5 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.

1.5.26.6 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.

1.5.26.7 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.

1.5.26.8 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.

1.5.26.9 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 Johnson's ISO 14001 Environmental Management System procedures.

1.5.26.10 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 Johnson 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. Designation shall be provided to the Contracting Officer and COR within 15 calendar days after performance start date and upon change of personnel. **(Deliverable #10)** 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 calendar 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. Contractor shall provide certificates to the COR within five (5) days of completing the course. **(Deliverable #11)** 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.

1.5.26.10.1 The portable latrine contract will require a minimum of a primary and alternate ECO who will conduct and record weekly, monthly, and quarterly environmental inspections as outlined in the installation environmental regulation, FJ Regulation 200-1. Contractor shall provide the inspection results to the COR NLT the 3rd of each month for the preceding month. **(Deliverable #12)**

1.5.26.11 Competency Training for Contractor Personnel: Contractor shall not allow personnel to perform any activities and/or tasks on Fort Johnson 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.

1.5.26.12 Use of Ozone Depleting Compounds: 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 Johnson 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.

1.5.26.13 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 Johnson 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.

1.5.26.14 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 Code of Federal Regulations (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 Environmental Protection Agency (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, within 30 calendar 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.

1.5.26.15 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 Johnson Form 156 and submitted within 30 calendar 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 Johnson that are listed on the EPA toxic chemical list (see JRTC and Fort Johnson Regulation 200-1) without prior written approval from DPW-ENRMD.

1.5.26.16 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.

1.5.26.17 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.

1.5.26.18 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 Johnson'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 United States Environmental Protection Agency (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.

1.5.26.19 Drilling of Wells and Boreholes: Contractors shall only drill and/or install boreholes and/or wells in accordance with the Louisiana Department of Natural Resources Regulations. Contractors shall meet the well drilling licensing requirements as defined in the Natural Resources regulations. Contractor shall provide to DPW-ENRMD a copy of the Well Registration Short Form (DNR-GW-1S) drilling plan, GPS coordinates, and site description for the borehole and/or well. Contractor shall only use the additive bentonite to assist with the drilling process without DPW-ENRMD approval. Contractors shall notify DPW-ENRMD 24 hours prior to plugging and abandoning any well and/or borehole and provide a copy of the Well Plugging and Abandonment Form (DNR-GW- 2) upon completion.

1.5.26.20 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.

1.5.26.21 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 Emergencies Services at 911. Plan shall be provided to the COR NLT 30 calendar days after performance start date (**Deliverable #13**).

1.5.26.22 Demolition of Facilities with Asbestos and Lead Based Paint: Submit AAC-2 and Lead Paint Notification (LPN) environmental notification forms to the DPW-ENRMD for review prior to submission to the LDEQ when performing demolition and/or renovation activities, and/or abating asbestos or lead-based paint. The Contractor must allow enough time for a review by the DPW-ENRMD and notification to the LDEQ 10 working days prior to the project start date. The Contractor shall assume that materials on Fort Johnson contain asbestos and/or Lead Based Paint (LBP) unless otherwise documented. The Contractor shall notify the State of Louisiana of asbestos and lead-based paint abatement. In the notification, the Contractor shall describe procedures to be used to prevent the release of asbestos and lead contaminants into the work area and the environment. Air monitoring is required for all abatement projects as specified in the Fort Johnson Asbestos and Lead-Based Paint Management Plans. A DPW-ENRMD government representative must sign all waste manifests. The Contractor shall be responsible for ensuring his/her employees and Subcontractors are adequately trained and qualified for the classification of work they are performing (29 CFR 1926.62 and 1926.1101). The Contractor's on-site manager shall be trained and qualified as a "Competent Person" (29 CFR 1926.1101) capable of identifying asbestos or lead-based paint hazards in workplaces, capable of selecting the appropriate control strategy, and having the authority to take prompt corrective measures.

1.5.26.22.1 Asbestos Abatement Plan. This plan shall meet all requirements listed in the EM 3851-1 as well as the following. The report shall contain an abatement plan and schedule and drawing for the abatement of any asbestos work and surrounding area, both identified by type, percent and location. This plan shall contain removal procedures. The plan shall contain all certificates required by LDEQ of all employees working on the abatement project, as well as the certifications of the individuals performing 3rd party air monitoring. The plan shall include a master list of abatement personnel who will be onsite. If any additional personnel are added, an addendum to the abatement plan shall be submitted listing the new employees, and their credentials. The Contractor shall be responsible for coordinating with the COR to schedule the following required signatures and inspections from Fort Johnson DPW Environmental Compliance Management Branch. Asbestos Abatement Containment must leave the site as asbestos containing building material (ACBM) after abatement has been completed and shall not be used for any additional lead or mold remediation activities.

1.5.26.22.1.1 Abatement plan must be reviewed and approved by DPW-ENRMD.

1.5.26.22.1.2 In addition to the plan the following are mandatory for all asbestos abatements on Fort Johnson.

- (1) Fort Johnson DPW Compliance Management Branch shall sign all AAC2 forms prior to their submission to the state.
- (2) The Contractor shall schedule a Pre-Containment inspection, and onsite certification inspection (LDEQ certification and AI no.(s) of workers and supervisors and 3rd party air monitors) with Fort Johnson DPW Compliance Management Branch.
- (3) The Contractor shall schedule a post-containment inspection with Fort Johnson DPW Compliance Management Branch.
- (4) The Contractor shall schedule an inspection of disposal containers prior to placing asbestos containing materials in the container.
- (5) Disposal manifest inspection, and manifest owner signature by Fort Johnson DPW Compliance Management.

1.5.26.22.2 Lead Abatement Spec. This plan shall meet all requirements listed in the EM 3851-1 as well as the following. The report shall contain an abatement plan and schedule and drawing for the abatement of any Lead work and surrounding area, both identified by type, percent and location. This plan shall contain removal procedures. For Child occupied facilities, or Housing and Urban Development (HUD) housing all workers, supervisors, and 3rd party air monitors must be certified by LDEQ. Lead content shall be determined. The toxicity characteristic leaching procedure (TCLP) test is used to determine if lead-contaminated material is classified as hazardous waste. Specific TCLP laboratory analysis procedures are outlined in EPA regulation 40 CFR, Part 261, Identification and Listing of Hazardous Waste. The TCLP test can be directed to analyze for all eight heavy metals and organic and inorganic compounds. Primarily, lead- contaminated waste is considered to be hazardous waste if TCLP laboratory analysis results indicate a concentration of lead equal to or greater than 5.0 mg/L or parts per million (ppm). Materials used

in LBP abatement may also become hazardous waste due to ignitable reactive or corrosive characteristics. Compounds and threshold limits for hazardous materials are outlined in 40 CFR, Part 261. It is the responsibility of the Contractor to classify and dispose of lead waste properly. Waste generated from abatements must be tested if the waste contains lead or disposed as hazardous waste. All Hazardous Waste Manifests shall be signed by the DPW Compliance Management Branch Hazardous Waste Program Manager.

1.5.26.22.23 Use of Asbestos and Lead-Based Paint: Contractor shall not provide asbestos-containing materials or products, or paint with a lead content higher than 0.06 percent by weight, to the installation without written approval of the DPW-ENRMD. Contractors must provide a certificate to the COR at the conclusion of the contract verifying that contract materials and products used are asbestos free. Common asbestos-containing materials include, but are not limited to adhesives, mastics, sheetrock muds, and vinyl and tile flooring. Contractors installing new thermal system insulation must identify the new insulation with a blue band or cap at the locations where the new insulation begins and ends, and stencil “Non-ACM” or “Asbestos Free” on the new insulation.

1.5.26.22.24 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:

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

1.5.26.22.24.2 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.

1.5.26.22.24.3 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.

1.5.26.22.25 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.

1.5.26.22.26 Environmental Contact Information: Contact the Fort Johnson 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.

1.6 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 Johnson 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.

1.6.1 Installation Photography and Other Media, 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.

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

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

PART 2
DEFINITIONS & ACRONYMS

2. DEFINITIONS AND ACRONYMS

2.1 DEFINITIONS

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

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

2.1.3 CONTRACTING OFFICER (KO): A person with authority to enter into, administer, and/or terminate contracts, and make related determinations and findings on behalf of the Government. Note: The only individual who can legally bind the Government.

2.1.4 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.

2.1.5 DEFECTIVE SERVICE: A service output that does not meet the standard of performance associated with the Performance Work Statement.

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

2.1.7 GOVERNMENT-FURNISHED PROPERTY (GFP) OR GOVERNMENT PROPERTY (GP): Property in the possession of, or directly acquired by, the Government and subsequently made available to the Contractor.

2.1.8 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.

2.1.9. PHYSICAL SECURITY: Actions that prevent the loss or damage of Government property.

2.1.10. QUALITY ASSURANCE: The Government procedures to verify that services being performed by the Contractor are acceptable in accordance with established standards and requirements of this contract.

2.1.11 QUALITY ASSURANCE SPECIALIST: An official Government representative concerned with matters pertaining to the contract administration process and quality assurance/quality control. Acts as technical advisor to the Contracting Officer in these areas.

2.1.12 QUALITY ASSURANCE SURVEILLANCE PLAN (QASP): An organized written document specifying the surveillance methodology to be used for surveillance of Contractor performance.

2.1.13 QUALITY CONTROL: All necessary measures taken by the Contractor to assure that the quality of an end product or service shall meet contract requirements.

2.1.14 SHALL. An imperative command; has a duty to or is required to. Denotes that a regulation must be followed unless the contracting officer has obtained a deviation.

2.1.15 SUBCONTRACTOR: One that enters into a contract with a prime Contractor. The Government does not have privity of contract with the Subcontractor.

2.1.16 WORKDAY: The number of hours per day the Contractor provides services in accordance with the contract.

2.1.17 WORK WEEK: Monday through Friday, except for Federal holidays unless specified otherwise.

2.1.18 PORTABLE CHEMICAL LATRINE: A commercially available portable enclosure containing toilet and tank for holding sanitary waste.

2.2 ACRONYMS

ACOR	Alternate Contracting Officer's Representative
AFARS	Army Federal Acquisition Regulation Supplement
AR	Army Regulation
CFR	Code of Federal Regulations
CONUS	Continental United States (excludes Alaska and Hawaii)
COR	Contracting Officer's Representative
COTS	Commercial-Off-the-Shelf
DA	Department of the Army
DD254	Department of Defense Contract Security Requirement List
DFARS	Defense Federal Acquisition Regulation Supplement
DOD	Department of Defense
FAR	Federal Acquisition Regulation
HIPAA	Health Insurance Portability and Accountability Act of 1996
KO	Contracting Officer
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 Plan
TE	Technical Exhibit

PART 3
GOVERNMENT FURNISHED PROPERTY, EQUIPMENT, AND SERVICES

3. GOVERNMENT FURNISHED ITEMS AND SERVICES

3.1 Portable Chemical Latrines: The Government will provide all portable chemical latrines. Within 30 calendar days from the start of contract performance, the Contractor shall consecutively number chemical latrines commencing with 001. Numbers shall be 4 (four) inches in height in a contrasting, visible, non-neon color, painted on the front and rear, approximately 60 inches above the base. Any existing numbers shall be removed or painted over. Further, for inventory management control, the contractor shall provide a tracking system (such as individual bar-coding, computer chip, etc.) in each portable chemical latrine for the purposes of inventories. If the contractor can effectively and successfully manage to track the portable chemical latrines without electronic tracking measures, then hard copy tracking is acceptable. The Government will follow Occupational Safety and Health Administration (OSHA) standards for number of latrines to personnel count.

3.2 Staging and Storage Areas: The Contractor shall have access to the following areas for storage of portable latrines and equipment:

3.2.1 A fenced area measuring approximately 200' x 200' located on F Ave at North Fort Johnson. Storage site is available for parking Contractor vehicle(s), storage of supplies and the establishment of a temporary, re-locatable office, if desired.

3.2.2 Short term staging areas for storage for latrines are located at Peason Overhang (VQ 8384/7093); RSA (VQ 7009/7429); Simpson Trac 622 (VQ 9180/6005); Cold Springs (VQ 7670/6305); North Fort Yard (VQ 8399/4062); Lookout Road Yard (VQ 8237/3275); Memorial Wall Yard (WQ 0199/4504) and Multi Purpose Range Complex (MPRC) (VQ 8907/3859).

3.2.3 The COR/KO shall have access to the storage sites.

3.2.4 The Contractor may make improvements to the storage areas to facilitate performance and increase efficiency if approved by the Contracting Officer. The Contractor shall remove the improvements at no additional cost to the Government at completion or termination of the contract if directed by the Contracting Officer. If allowed to remain, the improvements will become the property of the Government.

3.2.5 The Contractor shall mow and trim the grass in and around the storage areas on a regular basis and shall ensure the area is kept in a clean neatly organized and uncluttered at all times. The COR will direct these activities to be performed if the areas become unsightly, unsafe or inefficient.

3.3 Utilities: The contractor is allowed to use those utilities (water and electricity) at job sites while performing work as identified in the PWS. The Contractor (to include subcontractors) shall instruct employees in utilities conservation practices. The Contractor shall be responsible for operating under conditions that preclude the waste of utilities, which include turning off the water faucets or valves after use.

3.4 Potable Water: Potable water is available for filling containers at the water points located on Georgia Avenue in the 2900 Block, and on K Avenue south of Access Control Point 7. Only containers properly marked "Potable Water" are authorized to be used at Fort Johnson's potable water points.

3.5 Water and Sanitary Sewer Utilities: The Contractor must contact American Water at 537-1178 if any connection to the water or sanitary sewer systems is required.

3.6 Payment by Government wide Commercial Purchase Card (GPC): The Contractor shall be authorized to accept payment by Government wide Purchase Card (GPC) on any orders under the micro-purchase threshold for services, (currently \$2,500.00). The Contractor shall notify the COR, the Contract Specialist and/or the KO of any Fort Johnson tenant units requesting chemical latrine services under this contract and that are also requesting to pay for the services with the GPC. Only the KO is authorized to approve any GPC requests **PRIOR** to the Contractor providing services to the requesting activity. Should a Contractor accept an order without KO approval, the Government will not be liable for any charges associated with that specific request.

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.

4.2 Permits: The Contractor shall comply with the requirements of the LAC 33:IX.7301.F.1.

4.3 Communications: The Contractor shall provide a local telephone number or a toll free telephone number for Government use throughout the term of the contract to order services and allow coordination with Contractor's Project Manager and on call personnel.

4.4 Supplies: The Contractor shall provide the Safety Data Sheets (SDS) for proposed chemicals to be used for cleaning purposes to the COR, NLT five (5) calendar days after performance start date. **Deliverable #14)**

4.4.1 Toilet Tissue: The Contractor shall provide commercial quality toilet tissue for each portable latrine. The product provided shall be standard commercial quality roll of a minimum of 1000 single ply sheets that are biodegradable and certified safe for septic tanks.

4.5 The Contractor shall be responsible for repairing and providing all parts needed for the repair of chemical latrines. These parts include, but are not limited to toilet seats, urinals, tissue holders, vent pipes, vent screens, door springs and latches and any fasteners (bolts, clips, screws, rivets, and washers for example). Should a latrine become damaged beyond repair, the contractor shall immediately notify the COR to determine the appropriate action.

4.6 Vehicles and Equipment:

4.6.1 Vehicles used in the performance of work under this contract shall be marked legibly and conspicuously with the Contractor's name, address and telephone number. Markings shall be placed on both sides of the vehicle.

4.6.2 Vehicles used to transport sewer sludge shall meet the requirements of LAC 33:IX.7301.F.2.b.

4.6.3 Service vehicles and equipment shall be specifically designed for servicing/cleaning of portable latrines and shall be maintained in a manner so as to prevent leaks and spills.

4.6.4 Vehicles and equipment used to transport and service latrines shall be capable of off-road operation during and following adverse weather conditions.

4.6.5 All vehicles and equipment shall be maintained in a clean, nuisance-free, serviceable condition. Wash facilities on post shall not be utilized for cleaning vehicles and equipment used in the performance of this contract.

4.6.6 Contract shall provide a vehicle with a tank size of no less than 1,700 gallons to support operations on paved roads and a vehicle with a tank size of no less than 1,000 gallons to support operations on non-paved roads.

PART 5
SPECIFIC TASKS

5. SPECIFIC TASKS

5.1 General: The Contractor shall deliver, service, relocate, and pickup serviceable Government-owned portable chemical latrines as specified in Section I of FJ Form 20-E. The Contractor shall provide only the services requested on FJ Form 20-E. All work shall be performed in strict accordance with this contract. The Contractor shall meet the requirements of LAC 33:IX.7301.F and LAC 51:XIII.1101 including any above and beyond this scope of work.

5.1.1 No delivery, service, relocation, or pickup of latrines shall be performed during the hours of darkness in training areas. No Contractor personnel shall be in any training area, to include traveling on training roads, during the hours of darkness. However, all services ordered and scheduled that were not completed that day, shall have priority and be performed the following duty day during daylight hours of operations. When, due to multiple requirements, delivery times reflected on FJ Form 20-E cannot be met, the Contractor shall notify the COR.

5.1.2. The Contractor shall contact the COR if there are any requirements or problems with portable latrines. Contact information will be provided at contract start up. If requirements exist, emails will be sent and the Contractor shall acknowledge receipt of requirements by acknowledging email sent by Government.

5.2 Completion and submission of FJ Form 20-E. The Contractor shall be responsible for custody and completion of work described on the FJ Form 20-E from the time of receipt from the COR until submitted back to the COR. The original copy shall be maintained in the COR file. The Contractor shall maintain copies in a file throughout the term of the contract.

5.2.1 The Contractor shall, upon arrival in the area and prior to accomplishing services, contact the POC or individual that is at that location to observe performance of the service. The Contractor shall be responsible for obtaining the representative's printed name and signature in Section II of FJ Form 20-E concurrent with delivery, service, relocation, and pickup of latrines. This signature constitutes a receipt for delivery/acceptance and will be used as the basis for payment. When there was no one available to observe performance of the service, the Contractor employee performing the service should sign in the space provided and annotate the form, "No Government Representative". The Contractor shall annotate Section II of the FJ Form 20-E with the number(s) marked on each latrine to which work pertains.

5.2.2 The Contractor shall complete Section III of FJ Form 20-E and submit the completed form to the COR within four (4) calendar days after pickup/services of latrines. **(Deliverable #15)** All entries shall be legibly written in ink or typed. These forms will be used by the COR to validate the Contractor's invoice.

5.3 Delivery of Latrines: The Contractor shall deliver portable chemical latrines as described below. Latrine doors shall be secured during transportation/movement. The Government shall not be charged for servicing latrines incidental to delivery, as all costs associated with delivery should be included in the bid price.

5.3.1 The Contractor shall deliver latrines on the date and at the time noted in Section I of the FJ Form 20-E. The KO and/or COR will provide the Contractor notification of requirements for latrines approximately 24 hours in advance; however, the Contractor shall accomplish timely delivery of latrines when notification is provided a minimum of 4 hours in advance. When less than 4 hours advance notification is provided, the Contractor shall expeditiously arrange delivery to be accomplished as soon as possible but not more than 4 hours following notification.

5.3.2 The Contractor shall position latrines as directed by the POC identified on the FJ Form 20-E making certain they are level and accessible for servicing. A representative of the POC or the COR may direct placement in the absence of the POC.

5.3.3 The Contractor shall service latrines in accordance with this contract prior to delivery or relocation.

5.4 Service of Latrines: The Contractor shall service latrines every two (2) calendar days unless specified otherwise on the FJ Form 20-E.

5.4.1 In-use Latrine Service: Service of latrines while in use shall include complete removal and disposal of all waste, debris, dirt, and other contaminants from the interior including waste tanks and receptacles, urinal (top, front and inside), seats, doors, floors, walls, and ceiling. Exposed interior surfaces shall be cleaned to include sweeping, dusting, mopping, scrubbing, drying seat, removal of all graffiti, and applying a commercial grade cleaner and disinfectant. Door exterior and entrance latch shall be cleaned and disinfected. The Contractor shall verify that the unit is level and shall recharge the waste tank with a minimum of five (5) gallons of water and chemical solution containing sufficient quantity of deodorizing chemical to ensure an odorless unit. Toilet tissue shall be supplied in each latrine in to last until the next scheduled service. When latrines are provided at the same location for a period longer than twelve (12) calendar days, all exterior surfaces (walls, door, and roof) will be cleaned and disinfected on the twelfth day and every twelve days thereafter. Latrines shall be repaired as necessary to maintain them in a safe and serviceable condition; loose components shall be reinstalled or refastened; and missing or damaged parts shall be replaced. When the estimate to repair damaged latrine(s) exceeds 20% of the cost to replace the latrine, the COR will determine whether to replace or repair the latrine(s) based on availability of funds for additional compensation. Disposition of the latrines will be determined by the COR.

5.4.2 Pre-Delivery Latrine Service: Pre-delivery service of latrines shall include the “In-Use Latrine Service” requirements. Additionally, all exterior surfaces (walls, door, and roof) will be cleaned and disinfected. The underside of the skid assembly shall be cleaned to remove dirt and debris accumulations.

5.4.3 Contractor shall stand the latrines back up (at not cost to the Government) when blown over by weather.

5.5 Relocation of Latrines: The Contractor shall relocate portable chemical latrines as specified on Section I of FJ Form 20-E and as described below. Latrine doors shall be secured during transportation/movement.

5.5.1 The Contractor shall arrive at the training location at the time specified in Section I of FJ Form 20-E and prepare for movement of latrines to the new training location. The Government shall not be charged for servicing of latrines incidental to relocation, as all costs associated with relocation are included in the price.

5.5.2 Upon arrival at the new training location, the Contractor shall position latrines as directed by the representative of the POC or the COR in the absence of the POC making certain they are level and accessible for servicing.

5.6 Pickup of Latrines:

5.6.1 The Contractor shall arrive at the latrine location at the time specified in Section I of FJ Form 20-E and prepare the latrines for movement. If no pickup date is specified, the Contractor shall pickup latrines and haul them to one of the storage areas within 24 hours after the end date specified in Section I of FJ Form 20-E. Pickup and movement of latrines to a storage location may not be required when the latrines are located in training areas and required for closely scheduled training exercises. Latrine doors shall be secured during transportation/movement.

5.6.2 All septage and loose debris shall be removed from portable latrines prior to movement. The Government shall not be charged for pumping (servicing) of latrines incidental to pick up, as all costs associated with pick up are included in the bid price for pickup.

5.7 Spills: The Contractor shall take extreme care to prevent spillage of the waste tank contents during removal, cleaning, and transportation. In the event of spillage, the Contractor shall clean the entire area contaminated by the spill. Personal protective equipment to be utilized in case of spills should include gloves, mask, eye protection, and rubber boots. If over five gallons are spilled, the COR and installation environmental office shall be promptly notified.

5.8 Waste Disposal: The Contractor shall dispose of all wastes through approved means in accordance with current

Federal, State, and local laws, regulations and ordinances to a permitted facility located off-post. Debris and trash recovered from the interior of latrines or from waste tanks shall be considered as infectious waste and shall be disinfected by soakage in a 10-percent chlorine bath for a minimum of thirty (30) minutes. Disinfected debris and trash will then be drained to remove free liquids, double-bagged (in leak proof plastic bags) and disposed of by depositing in a multiple container (Dumpster). Debris and trash recovered from outside the latrines and judged by the Contractor not to have contacted human body wastes does not have to be disinfected but must be single bagged (in leak proof plastic bags) and disposed of by depositing in a multiple container (Dumpster).

5.9 Records: The Contractor shall furnish copies of all documentation submitted to the Louisiana Department of Environmental Quality (LDEQ) including copies of daily log containing information related to material transported such as dates obtained, origin of material, volume generated, disposal site, and amounts transported.

5.10 Contractor Vehicle and Equipment Operator Certifications and Licenses: IAW Department of Defense Directive (DODD) 4500.36-R, DoD Contractor personnel shall comply with licensing requirements of the state and local motor vehicle laws. DoD Contractor employees assigned to operate government-owned or government-leased equipment in the performance of this contract shall be certified, by the Contractor and at the Contractor's expense, as being fully qualified to operate the vehicles or equipment to which they are assigned. The prime Contractor shall document all operator qualifications and provide this documentation to the Contracting Officer and designated Contracting Officer's Representative (COR) before any contract employee engages in any mode of equipment operation and NLT five (5) calendar days after performance start date. **(Deliverable #16)** The Contracting Officer shall retain operator documentation in the contract file. The Contracting Officer's Representative (COR) shall verify that all Contractor equipment operators' certifications to operate equipment are accurate.

PART 6
APPLICABLE PUBLICATIONS

6. APPLICABLE PUBLICATIONS (CURRENT EDITIONS)

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

AR 190-13, The Army Physical Security Program

AR 381-12, Threat Awareness and Reporting Program

AR 530-1, Operations Security

DFARS Section 252.225-7043, Level I Antiterrorism Awareness Training

DoD Instruction 2000.12, DoD Antiterrorism (AT) Program

DoD Instruction 2000.16-V1, DoD Antiterrorism (AT) Standards

DoDM 5205.02-M, DoD Operations Security (OPSEC)

FAR 42.5, Post Award Orientation

FAR 52.246-1, Contractor Inspection Requirements

FJ Form 20-E, Request for Portable Chemical Latrines and Validation of Services

JRTC & FJ Regulation 200-1, Environmental Performance Requirements

JRTC & FJ Regulation 420-5, Fire Prevention and Protection Program

LAC 33:IX.7301.F, Louisiana Administrative Code Title 33, Part IX, Chapter 73, Paragraph F, Environmental Quality–Water Quality, Standards for the Use or Disposal of Sewage Sludge and Biosolids

LAC 51:XIII.1101, Louisiana Administrative Code Title 51, Part XIII, Chapter 11, Public Health–Sanitary Code, Sewage Disposal

PART 7
ATTACHMENT LISTING

Attachment #1 – Performance Requirements Summary

Attachment #2 – Deliverables Schedule