PERFORMANCE WORK STATEMENT (PWS)

Blanket Purchasing Agreement (BPA) for Water Treatment Plant Services
at Arthur R. Marshall Loxahatchee National Wildlife Refuge, Boynton
Beach, Florida.

Part 1

General Information

1. **GENERAL:** This is a non-personnel services contract to provide water treatment plant (WTP) services at Arthur R. Marshall Loxahatchee National Wildlife Refuge (Refuge). 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 personnel, equipment, supplies, facilities, transportation, tools, materials, supervision, and other items and non-personal services necessary to perform WTP services as defined in this Performance Work Statement except for those items specified as government furnished property and services. The contractor shall meet the standards in this contract.

1.2 Background: The Refuge's potable water is supplied by an on-site WTP, classified by the state of Florida as a transient non-community water treatment system. Maintenance of the WTP is required to maintain potable water, as defined by State of Florida standards (Florida Administrative Code (F.A.C.) Chapters 62-550, 62-555, 62-560, and 62-699)

1.3 Objectives:

Objective 1: Quarterly inspection, testing, preventative maintenance, and reporting for all components of the WTP excluding the high service pumps.

Objective 2: Delivery of all chemicals needed for WTP operation (chlorine and salt).

Objective 3: Completion of any repairs needed to restore or maintain operational status of WTP excluding the high service pumps.

Objective 4: Maintain appropriate communication with Refuge personnel regarding WTP operation and status.

1.4 Scope: Services include inspections, cleaning, and preventative maintenance of critical components, water testing, delivery of required chemicals, repairs to restore or improve functionality, and accurate reporting/record-keeping.

1.5 Period of Performance: 2026 - 2036

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 including a designated technician, or team, that will be assigned to work on items related to this agreement. 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 they assure themselves that their 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. 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 work on the any federal holidays, including but not limited to those listed below, unless emergency repairs are required to return the WTP to operational status and are coordinated with Refuge personnel.

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

1.6.4 Hours of Operation: The contractor is responsible for conducting business, between the hours of 8:00AM and 4:00 PM Monday through 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, unless emergency repairs are required to return the WTP to operational status and are coordinated with Refuge personnel. The contractor will not be reimbursed when the government facility is closed for the above reasons unless emergency repairs are required to return the WTP to operational status and are coordinated with Refuge personnel. 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: The work to be performed under this contract will be performed at Refuge located at 10216 Lee Road, Boynton Beach, FL 33473

1.6.6 Type of Contract: The government will award a *(Type of contract to be determined by CO and the customer).*

1.6.7 Security Requirements: Not applicable

1.6.7.1 PHYSICAL Security: Not applicable

1.6.7.2 Key Control. Not applicable

1.6.7.3 Lock Combinations Not applicable

1.6.8 Special Qualifications: The contractor is required to ensure that employees possess valid credentials to conduct said work as required by the State of Florida

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 (at least annually with the

contractor to review the contractor's performance. At these meetings the contracting officer will notify the contractor of how the government views the contractor's performance and the contractor will notify 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: The following personnel are considered key personnel by the government: contract manager and WTP maintenance technician. The vendor shall provide a contract manager who shall be responsible for work performance. The name of this person and an alternate who shall act for the vendor when the manager is absent shall be designated in writing to the contracting officer. The contract manager or alternate shall have full authority to act for the vendor on all contract matters relating to daily operation of this contract. The contract manager or alternate shall be available between 8:00AM and 4:00PM, Monday through Friday except Federal holidays or when the government facility is closed for administrative reasons. The contractor should provide a dedicated WTP maintenance technician, and a backup technician in case the primary technician is not available. The dedicated technician or the backup will conduct all regularly scheduled inspections, testing, and preventative maintenance services; a different technician knowledgeable in the subject matter may be sent for emergency repairs if coordinated with the COR. Qualifications for all key personnel are listed below: the WTP maintenance technician shall possess the minimum qualifications to conduct said work as defined by the State of Florida.

1.6.12 Identification of Contractor Employees: All contract personnel must be easily recognized by company uniform and vehicle with logos.

1.6.13 Contractor Travel Not applicable

1.6.14 Other Direct Costs Not applicable

1.6.15 Data Rights Not applicable

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 they deem 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 Not applicable

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
AFARS	Army Federal Acquisition Regulation Supplement

AR	Army Regulation
CCE	Contracting Center of Excellence
CFR	Code of Federal Regulations
CONUS	Continental United States (excludes Alaska and Hawaii)
COR	Contracting Officer Representative
COTR	Contracting Officer's Technical Representative
COTS	Commercial-Off-the-Shelf
DA	Department of the Army
DD250	Department of Defense Form 250 (Receiving Report)
DD254	Department of Defense Contract Security Requirement List
DFARS	Defense Federal Acquisition Regulation Supplement
DMDC	Defense Manpower Data Center
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 Program
TE	Technical Exhibit
WTP	Water Treatment Plant

PART 3
GOVERNMENT FURNISHED PROPERTY, EQUIPMENT, AND SERVICES

3. <u>GOVERNMENT FURNISHED ITEMS AND SERVICES</u>:

3.1. Services Not applicable

3.2 Facilities The government will provide access to the WTP.

3.3 Utilities The Government will provide electricity and water. However, the Contractor 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 using the required amount to accomplish cleaning vehicles and equipment.

3.4 Equipment Not applicable

3.5 Materials Not applicable

PART 4
CONTRACTOR FURNISHED ITEMS AND SERVICES

4. <u>CONTRACTOR FURNISHED ITEMS AND RESPONSIBILITIES</u>:

4.1 General The Contractor shall furnish all routine supplies, equipment, facilities and services required to perform work under this contract that are not listed under Section 3 of this PWS. The Contractor will provide a minimum of 3 options at a range of price points for non-routine repairs, when possible.

4.2 Secret Facility Clearance Not applicable

4.3. Materials The Contractor shall deliver 30 gallons of 10% NSF 60 certified chlorine or a comparable, agreed upon number of gallons at a different concentration, and 1520 lbs. of NSF 60 certified solar salt quarterly.

4.4. Equipment Not applicable

PART 5
SPECIFIC TASKS

5. Specific Tasks:

5.1. Basic Services. The contractor shall provide services for inspections, cleaning, and preventative maintenance of critical components, water testing, delivery of required chemicals, repairs to the water plant as needed, record-keeping, and submission of final reports following inspections and maintenance activities.

5.2. Task Heading.

Task 1: Quarterly inspection, testing, preventative maintenance, and reporting for all components of the WTP excluding the high service pumps. Activities include, but are not limited to: inspection of the water softeners, carbon filters, control valves, mineral tanks, floats in aeration tank and 1000 gallon storage tank, pre- and post-treatment chemical feed pumps, and all surrounding plumbing, tubing, and connection points; testing of raw and treated water for hardness, iron, sulfur, TDS, and tannin; testing of pre- and post-treatment chlorine levels to ensure proper operation of chemical feed pumps; cleaning of injection points for chlorine chemical feed pumps; and a report to Refuge staff detailing the results of the inspection and any operational issues noted.

Task 2: Delivery of chemicals needed for WTP operation: 30 gallons of NSF 60 certified chlorine, or a comparable, agreed upon number of gallons at a different concentration, and 1520 lbs. of NSF 60 certified solar salt.

Task 3: Completion of any repairs needed to restore operational status of WTP excluding the high service pumps. Examples of repairs include but are not limited to carbon filter re-beds, injection point valve replacement, softener circuit board replacement, storage tank float replacement, chemical feed pump replacement and any associated tubing.

Task 4. Provide Refuge POC with a written receipt of all inspection, testing, cleaning, and/or repairs performed and any issues found at the end of each site visit.

PART 6
APPLICABLE PUBLICATIONS

6. **APPLICABLE PUBLICATIONS (CURRENT EDITIONS)** Not applicable

PART 7
ATTACHMENT/TECHNICAL EXHIBIT LISTING

7. <u>Attachment/Technical Exhibit List</u>:

7.1. Attachment 1/Technical Exhibit 1 – Performance Requirements Summary

TECHNICAL EXHIBIT 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	Standard	Performance Threshold	Method of Surveillance
PRS # 1. The contractor shall provide inspection, testing, preventative maintenance, and reporting for all components required for proper operation of WTP except the high service pumps.	Quarterly	Inspection of all major and minor components	Submitted report
PRS # 2 The contractor shall provide delivery of all chemicals needed for plant operation	Quarterly	Receipt of chemicals	Verification of delivery by Refuge staff
PRS # 3 Completion of any repairs needed to restore operational status of WTP.	As needed	Repairs made, or plan for repairing in the near future	Verification by Refuge staff, and water plant functional
PRS # 4 The contractor shall provide appropriate written communication with the Refuge regarding WTP operations	After each site visit	Reports will be submitted using established template. At a minimum the date, time and description of work completed will be provided.	Verified by Refuge staff