PERFORMANCE WORK STATEMENT (PWS)

Version 1
August 2026

[Cristobal Colon Materials and Service Procurement for Site Development]
[11 August 2026]

Part 1

General Information

1. GENERAL**:** This is a non-personal services contract under which the personnel rendering the services are not subject, either by the contract's terms or by the manner of its administration, to the supervision and control usually prevailing in relationships between the Government and its employees. The United States (U.S.) Government shall not exercise any supervision or control over the Contractor's employees performing the tasks herein. Such contract employees shall be accountable solely to the Contractor who, in turn shall be responsible to the U.S. 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 the delivery construction material at Cristobal Colon as defined in this Performance Work Statement (PWS) except for those items specified as government furnished property (GFP) and government furnished services (GFS). The contractor shall perform to the standards in this contract.

1.2 Background: The project site is located at Base Aeronaval Cristóbal Colón, formerly known as Fuerte Sherman/Fort Sherman, on the east side of Calle Sturges, along Bahía Limón. One (1) gravel pad will be built on approximately 108,000 ft² (10,000 m² or 2.5 acres). The delivery site will be near the location identified in **Technical Exhibit 1** annotated as the LSA. Materials delivered under this contract will support construction activities performed by on-site personnel. This effort supports Panama and partner nations in enhancing capabilities for future utilization of the Jungle Operations Training Center (JOTC) and associated training exercises.

1.3 Objectives: The Contractor shall furnish all transportation, equipment, and supervision necessary to deliver the required materials to Cristóbal Colón. The objective of this project is to transport and deliver all gravel and drainage material needed to support the development of one (1) gravel pad location totaling 2.5 acres. The Contractor is responsible solely for the transportation and delivery of materials; all installation, placement, and construction activities will be performed by Government or designated- onsite personnel. This effort supports Panama and partner nations in enhancing capabilities for future training and exercise operations at the Jungle Operations Training Center (JOTC).

1.4 Scope: The contractor shall provide non-personal services for the transport and delivery of aggregate materials, to include 2,000 loose cubic yards of ¾"–0 angular crushed stone, 1,200 loose cubic yards of drainage stone, and 800 linear feet of 4" HDPE perforated pipe. The contractor shall accomplish all tasks required to acquire, transport, and deliver these materials in accordance with this PWS and its technical exhibits.

1.5 Period of Performance: The period of performance begins 31 August 2026 and ends upon final delivery of all required materials. Aggregate material delivery shall begin on or about 31 August 2026 with a final delivery no later than 18 September 2026.

1.6 General Information:

1.6.1 Quality Control Plan (QCP): RESERVED

1.6.2 Operations Security (OPSEC) SOP/Plan Requirements: RESERVED

1.6.3 Quality Assurance (QA): RESERVED.

1.6.4 Recognized Holidays: RESERVED

1.6.5 Hours of Operation: The contractor is responsible for conducting business between the hours of 8:00am through 5:00pm Monday through Sunday, 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.

1.6.6 Place of Performance: The work to be performed under this contract will be performed at Cristobal, Colon, formally known as Fuerte Sherman/Fort Sherman at the locations shown in Technical Exhibit 1.

1.6.7 Type of Contract: The Government plans to award a Firm Fixed Price contract for this project.

1.6.8 Access and General Protection Policy and Procedures:

1.6.8.1 FPCON: RESERVED

1.6.8.2 Physical Security: The Contractor shall be responsible for safeguarding all government equipment, information, and property provided for contractor use. Specific information shared by contractor pertaining to security measures, protocols and procedures associated with the protection of facilities, equipment and information will be closely safeguarded and only be shared with individuals who have a need to know. As part of security measures, contractors are required to report any suspicious activity or any attempts by unauthorized individuals attempting to obtain this information via social engineering or other unauthorized methods.

1.6.8.3 Escorts: RESERVED

1.6.8.4 Personnel Security Clearance Requirements: RESERVED

1.6.8.5 Background Checks: RESERVED

1.6.8.5.1 Background Check Notification Requirements: If a background check on any employee or subcontractor employee performing services under this contract, whether the check was conducted as a condition of employment or as part of the contract with the Government, reveals any information from any source (including host country law enforcement) of criminal activity by Contractor employees, subcontractors, or subcontractor employees, the Contractor shall **immediately** notify the KO and COR of that information **{Deliverable A001}.** The Contractor shall make notification of:

(1) Traffic violations, other than parking, will be reported to the KO or COR only if the contract is for drivers for the Government;

(2) Any suspicious activity by Contractor employees, subcontractors, or subcontractor employees the Contractor believes may pose a risk to U.S. or host nation national security or imminent risk of deadly bodily harm to any person; and

(3) Any actions taken against Contractor employees, subcontractors, or subcontractor employees pursuant to this requirement.

1.6.8.5.2 Remedies. In addition to other remedies available to the Government, the Contractor's failure to comply with the requirements of this paragraph my result in requiring the Contractor to remove a Contractor employee or employees from the performance of the contract.

1.6.8.5.3 Subcontracts. The Contractor shall include the substance of this paragraph and the preceding paragraph in all subcontracts.

1.6.8.6 Uncleared Contractor Common Access Card (CAC) Credentialing and Access Procedures

1.6.8.6.1 Contractor Common Access Card (CAC) Eligible Requirements: RESERVED

1.6.8.6.1.1 Federal Installation/Facility Access: Contractor and all associated sub-contractor employees shall comply with applicable installation, facility and area commander installation/facility access and local security policies and procedures (provided by government representative). The employee performing services under this contract shall also provide all information required for background checks to meet installation access requirements to be accomplished by installation Provost Marshal Office, Director of Emergency Services, Security Office or the host nation equivalent.

1.6.8.6.2. Contractor Non CAC Eligible Requirements for DOD Facility and Installation Access: RESERVED

1.6.8.7 Employment Eligibility: The Contractor shall ensure that all Contractor employees and sub-contractor employees performing services under this contract are eligible for employment in accordance with Panamanian laws and labor regulations. Verification of the eligibility check will be made available to the KO or COR within 30 days of request.

1.6.8.8 Access to Government Information Systems: RESERVED

1.6.8.9 Key Control: RESERVED

1.6.8.10 Lock Combinations: RESERVED

1.6.9 Post Award Conference/Contract Periodic Progress Meetings: The Contractor shall attend the post award conference convened by the contracting activity or contract administration office IAW Federal Acquisition Regulation (FAR) Subpart 42.5. The KO, COR, with other Government personnel, as appropriate, may meet periodically with the Contractor to review the Contractor's performance. At these meetings the KO will apprise the contractor of how the government views the Contractor's performance and the Contractor will appraise 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: ensure 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 KO 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 are considered as key personnel to the government: contract manager and alternate contract manager. The Contractor shall provide a contract manager who shall be responsible for the performance of the work. The name of this person and an alternate, who shall act for the Contractor when the manager is absent, shall be designated in writing to the Contracting Officer within three (3) days of notice to proceed {Deliverable A002}. Contract Manager and alternate shall have full authority to act for the contractor on all contract matters relating to daily operation of this contract. The Contract Manager or alternate shall be available between the hours reflected in paragraph 1.6.4.

1.6.11.1. All Contract Managers shall be able to speak, read, write, and understand English at the high school graduate level. All contractor deliverables, reports, and communications shall be submitted in English.

1.6.12 Special Qualifications or Certifications: RESERVED

1.6.12.1 IA/IT Training Certification: RESERVED

1.6.13 Identification of Contractor Employees: Appearance of Personnel. The Contractor shall ensure that Contractor personnel present a neat and professional appearance at all times. At all times during contract performance Contractor personnel shall wear as outer wear a shirt or vest with the company logo and name. This includes shirts with sleeves (short or long sleeves). Contractor personnel shall wear long pants, safety shoes, and hard hats in designated areas as required by EM 385-1 and applicable to Occupational Safety and Health Administration (OSHA) requirements and Army regulations. Offensive pictures, sayings, tank tops, tee shirts, and spandex or similar fabric worn as outerwear are strictly prohibited.

1.6.13.1 Badging of Contractor Employees: RESERVED

1.6.14 Contractor Travel: RESERVED

1.6.15 Other Direct Costs (ODC): RESERVED

1.6.16 Data Rights: The Government has unlimited rights to all documents/material produced under this contract. All documents and materials, to include the source codes of any software, produced under this contract shall be Government owned and are the property of the Government with all rights and privileges of ownership/copyright belonging exclusively to the Government. These documents and materials may not be used or sold by the Contractor without written permission from the Contracting Officer. All materials supplied to the Government shall be the sole property of the Government and may not be used for any other purpose. This right does not abrogate any other Government rights.

1.6.17. Non-Disclosure Requirements: Performance under this contract may require the Contractor to access data and information proprietary to a Government agency, another Government Contractor, or of such nature that its dissemination or use other than as specified in this work statement would be adverse to the interests of the Government or others. Neither the Contractor, nor Contractor personnel, shall divulge, nor release data or information developed, or obtained under performance of this work statement, except to authorize Government personnel or upon written approval of the KO. The Contractor shall not use, disclose, or reproduce proprietary data, which bears a restrictive legend, other than as specified in this PWS. All documentation showing individual names or other personal information shall apply, and shall be controlled and protected under the provisions of the Privacy Act of 1974, Public Law 93-579, 5 United States Code (U.S.C.) Section 552a.

1.6.17.1 Non-Disclosure Statements: RESERVED

1.6.17.2 Advertisement and Social Media: The Contractor shall NOT post information to public website or social media locations, personal or professional, that in any way disclose names, locations, hotel data, participants, discussions, pictures, etc. before, during or after the contract period of performance without the express consent of the Government. The use of propaganda violates DOD Commercial Use of Imagery Guidelines stated at (http://www.defenseimagery.mil/products/DODimagery/commercialuse.html). The Contractor shall not cite any information (e.g., contract information, pictures, locations, etc.) obtained through this contract on any marketing tools to include its company website.

1.6.17.3 INFORMATION ASSURANCE: At no time will the Contractor or associated sub-contractor employees transmit government documents or information over using methods that do not meet the security requirements specified in the National Institute of Standards and Technology (NIST) Special Publication (SP) 800-171, "Protecting Controlled Unclassified Information in Nonfederal Information Systems and Organizations" such as personal electronic mail accounts, public digital data storage sites (cloud storage), social media platforms or instant messaging. Approved government sites such as U.S. Army Aviation and Missile Research Development and Engineering Center (ARMDEC) Safe Exchange at https://safe.amrdec.army.mil/SAFE/About.aspx, or All Partners Access Network (APAN) at https://community.apan.org/, or other transmission means determined by the government must be used

1.6.17 Organizational Conflict of Interest (OCI): 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 KO 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 KO to avoid or mitigate any such OCI. The Contractor's mitigation plan will be determined to be acceptable solely at the discretion of the KO and in the event the KO unilaterally determines that any such OCI cannot be satisfactorily avoided or mitigated, the KO may affect other remedies as he or she deems necessary, including prohibiting the Contractor from participation in subsequent contracted requirements which may be affected by the OCI.

1.6.18 Phase-in/Phase-Out (PIPO) Period: RESERVED

1.6.19 General Training Requirements:

1.6.19.1 Anti-Terrorism (AT) Level I Training: RESERVED

1.6.19.2 OPSEC Awareness: RESERVED

1.6.19.3 Information Assurance (IA) Training: RESERVED

1.6.19.4 Information Assurance (IA)/Information Technology (IT) Training: RESERVED

1.6.19.5 Threat Awareness Reporting Program (TARP Training): RESERVED

1.6.19.6 iWATCH Training: RESERVED

1.6.19.7 OPSEC Training: RESERVED

1.6.20 Overseas Training Requirements:

1.6.20.1 Antiterrorism (AT) Awareness Training for Contractor Personnel Traveling: RESERVED

1.6.20.2 SERE Training: RESERVED

1.6.21 Foreign (OCONUS) Requirements: RESERVED

1.6.21.1 Theater and Country Clearance Requirements: RESERVED

1.6.21.2 Vetting: RESERVED

1.6.21.3 Installation Access to DOD Facility or Host Nation Installation): Contractor and all subcontractor employees performing services under this contract shall comply with adjudication standards and procedures using the National Crime Information Center Interstate Identification Index (NCIC-III) (U.S. citizen and residents only), and Terrorist Screening Database (TSDB) (Army Directive 2014-05/AR 190-13),

applicable installation, facility and areas commander installation/facility access and local security policies and procedures (provided by the COR or KO), and status of forces agreements or other diplomatic agreements. The employee performing services under this contract shall provide all information required for background checks to meet installation access requirements to the installation Provost Marshal Office, Director of Emergency Services, Security Office, or host nation equivalent.

1.6.21.4 Host Nation Installation Access with No DOD Facility: Contractor and all associated subcontractor employees shall comply with applicable installation, facility and area commander installation/facility access and local security policies and procedures. The employee performing services under this contract shall also provide all information required for background checks to meet installation access requirements to be accomplished by installation Provost Marshal Office, Director of Emergency Services, Security Office or the host nation equivalent.

1.6.21.5 Deoxyribonucleic Acid (DNA) Samples: RESERVED

1.6.21.6 Medical Travel Requirement: RESERVED

1.6.22 Synchronized Pre-deployment and Operational Tracker (SPOT): RESERVED

1.6.23 Safety: The following provides information pertaining to Safety and Accident Prevention:

1.6.23.1 *(Host Nation) Safety Laws and Regulations*: The Contractor shall comply with all Panamanian safety laws.

(a) In all areas where construction, demolition, alteration, building, or similar related activities take place, the Contractor shall have the following minimum personal protective clothing and equipment requirements in place for any person working on or visiting the site:

(i) Short sleeve shirt;

(ii) Long trousers;

(iii) Steel-toed safety boots;

(iv) Hard hat.

1.6.23.1.2 The Contractor shall complete and provide safety notifications required by Panama and will provide documented proof to the Contracting Officer via the COR, no later than ten (10) days that such notifications were made {Deliverable A003}.

1.6.24 Environmental Compliance: The following provides information on Environmental Compliance.

1.6.24.1 Environmental Protection. Environmental protection action required by this section shall consist of furnishing all labor, materials, and equipment and performing all work required for the abatement and prevention of pollution during and as the result of construction operations under this contract. For the purpose of this specification, environmental pollution is defined as the presence of chemical, physical, or biological elements or agents which adversely affect human health or welfare; unfavorably alter ecological balances; detrimentally impact on biological species and/or their habitat; or degrade the aesthetic and recreational value of the area.

1.6.24.2 Spills and Disposal. The Contractor shall not pollute storm or sewer lines; or swales with fuels, oils, bitumen, calcium chloride, acid, construction wastes, or other harmful materials. It is the responsibility of the Contractor to investigate and comply with all applicable Local laws concerning pollution of river and streams. All work under this contract shall be performed in such a manner that objectionable conditions shall not be created in streams through or adjacent to the project areas.

1.6.24.3 Waste Material. Waste material is defined as any material for which no use or reuse is intended and which is to be discarded. Disposal of hazardous waste, containers or components thereof, shall be in a hazardous waste disposal site only and no other location shall be utilized for such disposal. U.S. Environmental Protection Agency (EPA) defined hazardous waste as a waste with properties that make it dangerous or capable of having a harmful effect on human health or the environment. Hazardous waste is generated from many sources, ranging from industrial manufacturing process wastes to batteries and may come in many forms, including liquids, solids gases, and sludges. Only hazardous waste sites which are permitted by the EPA, and/or the local government shall be utilized for such disposal actions. Contractor shall coordinate with local environmental agencies for disposal/storage activities. The Contractor shall maintain all required documentation related to hazardous material use and waste disposal in accordance with the Government of Panama regulations and requirements.

1.6.25 Personnel Safety: The Contractor shall ensure the safety of their personnel in accordance with Local law. The Contractor shall immediately correct all safety deficiencies upon notification of such deficiencies by the KO and COR and shall notify the KO and COR of the corrective action taken {Deliverable A004}. The Contractor shall be responsible for the safety of their workers and all visitors at each work site; and ensure that all personnel are wearing appropriate safety gear at all times (i.e. safety glasses, helmet, harness, gloves, and safety shoes).

1.6.26 Marking of Work Zones. RESERVED

1.6.27 Construction Operations and Storage Areas:

1.6.27.1 Confinement to Authorized Areas. The Contractor shall confine all operations (including storage of materials) to areas authorized or approved by the COR from information received by local authorities. U.S. Government agencies shall have access to the premises for official fire, safety, and security inspections and/or to conduct site visits as authorized by the COR.

1.6.28 Contractor Vehicles:

1.6.28.1 Vehicular Access. The Contractor shall, and in accordance with any regulations specified by the municipal and local country authorities, use only established site entrances and roadways and shall coordinated all deliveries with the project point of contract. The contractor shall coordinate with the COR to ensure proper access, delivery location, and site utilization.

1.6.28.2 Vehicle list. The Contractor shall provide a list of all vehicles used in the performance of this contract to include vehicle description, valid vehicle registration number, and identification ID card numbers to the COR and KO within fifteen (15) days after contract award {Deliverable A005} and update as the changes occur. ID card information will be used by the site to verify credentials and issue access permits. Contractor shall coordinate local security office to access sites.

1.6.29 Unforeseen Conditions: The Contractor shall notify the COR of any conditions that may impact delivery operations or site access {Deliverable A006}. The COR will communicate any delivery cancellation or delay by 1200 on the day prior to delivery and will provide a rescheduled delivery time within 24 hours. The Contractor shall comply with the rescheduled delivery time as directed by the COR.

2. **DEFINITIONS AND ACRONYMS:**

2.1. Definitions:

2.1.1 Area of Responsibility. The U.S. Southern Command (USSOUTHCOM) area of responsibility (AOR) includes the geographic areas of Antigua and Barbuda, Argentina, Aruba, Barbados, Belize, Bolivia, Brazil, British Virgin Islands, Cayman Islands, Chile, Colombia, Costa Rica, Cuba, Curacao, Dominica, Dominican Republic, Ecuador, El Salvador, Falkland Islands, French Guiana, Grenada, Guadeloupe, Guatemala, Guyana, Haiti, Honduras, Jamaica, Martinique, Mayotte, Montserrat, Nicaragua, Panama, Paraguay, Peru, Saint Barthélemy, Saint Martin, Saint Kitts and Nevis, Saint Lucia, Saint Vincent and the Grenadines, Saint Maarten, Suriname, Trinidad and Tobago, Turks and Caicos Islands, Uruguay, and Venezuela.

2.1.2. Contractor. The total contractor organization or a separate entity of it; such as an affiliate, division, or plant that performs its own purchasing.

2.1.3. Contracting officer (KO). A person with the authority to enter into, administer, and/or terminate contracts and make related determinations and findings.

2.1.4. Contracting officer's representative (COR). An individual designated and authorized in writing by the contracting officer to perform specific technical or administrative functions.

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 Foreign National. A foreign national is not a U.S. citizen. Green card holders are also identified as foreign nationals. A foreign national is further categorized as either a third country national or a local national based on the person's citizenship and location of performance of duty.

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. Local National. For the purpose of this clause or provision, a local national (LN) is defined as any person who is performing services under a contract and is a resident of any country within the USSOUTHCOM AOR.

2.1.10. Performance Work Statement (PWS). A Performance Work Statement for performance-based acquisitions that describes the required results in clear, specific, and objective terms with measurable outcomes.

2.1.11. Physical Security. Protection of the perimeter area, government property, and assets that prevent the loss or damage of Government property.

2.1.12. Quality Assurance. The various functions, including inspection, performed by the government to determine whether a Contractor has fulfilled the contract obligations pertaining to quality and quantity.

2.1.13. Quality Assurance Surveillance Plan (QASP). A plan describing how the agency will survey, observe, test, sample, evaluate and document the Contractor's performance in meeting critical performance standards identified in the contract.

2.1.14. Quality Control (QC). Tasks performed by the Contractor to improve the quality of the organization's output.

2.1.15. 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.

2.1.16. Subcontractor. Any supplier, distributor, vendor, or firm that furnishes supplies or services to or for a prime contractor or another subcontractor.

2.1.17. Third Country National. Third country nationals are foreign nationals who are not citizens of the country where the performance of duty will occur.

2.1.18. Work Day. The number of hours per day the Contractor provides services in accordance with the contract.

2.1.19. Work Week. Monday through Friday, unless specified otherwise.

2.2 Acronyms:

AFFSSIR	Armed Forces Repository of Specimen Samples
ALMS	Army Learning Management System
ANSI	American National Standards Institute
AOR	Area of Responsibility
AR	Army Regulation
ATCTS	Army Training Certification Tracking System
AT	Anti-Terrorism
CAC	Common Access Card
CFR	Code of Federal Regulations
CI	Counter Intelligence
CLIN	Contract Line Item Number
CMR	Contract Manpower Reporting
CONUS	Continental United States (excludes Alaska and Hawaii)
COR	Contracting Officer Representative
DD Form 254	Department of Defense Contract Security Requirement List
DNA	Deoxyribonucleic Acid (DNA)
DODD	Department of Defense Directive
DODI	Department of Defense Instruction
DOW	Department of War
FAR	Federal Acquisition Regulation
FHP	Force Health Protection
FCG	Foreign Clearance Guide
FY	Fiscal Year
GFE	Government Furnished Equipment
GFP	Government Furnished Property
GFS	Government Furnished Services
IA	Information Assurance
IAW	In Accordance With
IT	Information Technology
JOTC	Jungle Operation Training Center
JPAS	Joint Personnel Adjudication System
JTR	Joint Travel Regulation

KO	Contracting Officer
LN	Local National
LOA	Letter of Authorization
NCIC-III	National Crime Information Center Interstate Identification Index
NIST	National Institute of Standards and Technology
ODC	Other Direct Costs
OCI	Organizational Conflict of Interest
OCONUS	Outside Continental United States (includes Alaska and Hawaii)
ODC	Other Direct Costs
OSHA	Occupational Safety and Health Administration
OPSEC	Operation Security
PIPO	Phase In/Phase Out
PRS	Performance Requirements Summary
PWS	Performance Work Statement
QA	Quality Assurance
QASP	Quality Assurance Surveillance Plan
QCP	Quality Control Program
RA	Requiring Activity
SOP	Standard Operating Procedures
SPOT	Synchronized Predeployment and Operational Tracker
TCN	Third Country National
TE	Technical Exhibit
TSDB	Terrorist Screening Data Base
U.S.C.	United States Code
USSOUTHCOM	United States Southern Command

3. **GOVERNMENT FURNISHED ITEMS AND SERVICES:**

3.1. Services RESERVED

3.2 Facilities RESERVED

3.3 Utilities RESERVED

3.4 Equipment RESERVED

3.5 Materials RESERVED

4. **CONTRACTOR FURNISHED ITEMS AND RESPONSIBILITIES:**

4.1 General: The Contractor shall furnish all supplies, labor, equipment, facilities and services required to perform work under this contract that are not listed under Section 3 of this performance work statement. The Contractor shall comply with special considerations, safety program, required insurance and Military Base regulations.

4.2 Facility Security Clearance: RESERVED

4.3. Materials: The Contractor shall deliver ¾”-0 angular crushed stone mixed with smaller aggregate equivalent to FLBC (Fine Lime Base Course) and ABC (Aggregate Base Course) Gravel (Crusher Run aggregate composition) , drainage stone, and peforated HDPE pipe . Contractor to submit product data sheets to COR for review and acceptance.

4.3.1 Aggregate Material: The Contractor shall deliver 2,000 loose cubic yards of ¾”–0 angular crushed stone mixed with stone dust (crush and run equivalent).

- Aggregate shall meet the performance characteristics of Aggregate Base Course (ABC) as described in UFGS 32 11 23 – Aggregate Base Course, including applicable stone type and sieve gradation requirements.
- Materials shall comply with WBDG and UFGS criteria for ABC performance

4.3.2 Drainage Stone: The Contractor shall provide 1,200 loose cubic yards of drainage stone sized (2.5”-4” mixed stone)

(a) Aggregate Type: No. 1 Blend, 2.5" to 4", ~50–100 mm, large riprap, erosion control, large drainage

4.3.3 4” Perforated HDPE: The Contractor shall provide 800 linear feet of 4” HDPE perforated pipe wrapped with geotextile fabric drainage sock (French drain HDPE perforated pipe). Single Wall Perforated Drain Pipe with filter sock

- Materials shall be consistent with typical USACE and NAVFAC SWPPP practices.

4.4. Equipment: The contractor shall provide all required equipment to support transportation of materials to Cristóbal Colón.

4.5 Insurance: The Contractor shall obtain and maintain all insurances required by the Government of Panama to operate within the country. These shall include, but are not limited to: Worker’s Compensation and Employers Liability Insurance as required by Panamanian law; comprehensive General Liability Insurance for bodily injury; and Automobile Liability Insurance covering all vehicles used in performance of this contract. The contractor is also solely responsible for the payment of all employee salaries, vacations, social security, medical insurance, and all other entitlements required by Panamanian labor laws.

4.6 Contractor Vehicles and Passes: All contractor employees’ and Contractor’s subcontractor vehicles used for the performance of this contract shall comply with all Panamanian Government Regulations. In addition, all vehicles described above must be registered through the Government of Panama. The contractor shall be responsible to provide maintenance or fuel for contractor vehicles.

4.7 Contractor Records and Reports. RESERVED

4.8 CONTRACTOR WORK SCHEDULES. RESERVED

4.9 Safety. The Contractor shall be responsible for the safety of workers and visitors to the work sites. The Contractor shall ensure that all personnel wear appropriate safety gear at all times in compliance with all Local Occupational Safety & Health regulations and ensue all local safety regulations are followed at all times. The Contractor shall provide sanitation for workers in accordance with the latest edition of Army Corps of Engineers Safety and Health Manual EM 385-1-1 and Local safety and health laws. Contractor shall comply with safety and health requirements as established by EM 385-1-1. Information about how to obtain electronic and/or hard copies of this manual is located at the following website: http://www.usace.army.mil/CESO/Pages/EM385-1-1.aspx.

4.10 Utilities. The U.S. Government will not provide any utility connections. The Contractor shall be responsible for providing, as its own expense, any generators required to operate its equipment and potable water for all its employees at the worksite. If a water tank truck is used, the Contractor must provide the vehicle's registration information to COR.

4.11 Defense Base Act (DBA) Insurance. RESERVED

4.12 Liability. The Contractor shall be responsible for all damages to persons or properties at the worksite that occur as a result of the Contractor's own fault or negligence. The Contractor shall take proper safety and health precautions to protect the work sites, the workers, the public, and the property of others.

4.13 Acceptance of Work. The Contractor shall be responsible for all materials delivered and work performed until final completion and acceptance of the entire project, except for any completed unit of work which may have been accepted in writing by the COR under the contract.

5. Specific Tasks**:** The contractor shall provide services to transport and deliver aggregate materials and associated deliverables, including 2,000 loose cubic yards of ¾”–0 angular crushed stone mixed with aggregate blend (crushed run equivalent), 1,200 loose cubic yards of drainage stone sized (2.5”-4” mixed stone), and 800 linear feet of 4” HDPE perforated pipe wrapped with geotextile fabric drainage sock (French drain HDPE perforated pipe). The contractor shall accomplish all tasks required to acquire, transport, and deliver materials in accordance with this PWS and technical exhibits herein.

5.1 Materials**.**

5.1.1 ABC Gravel.

(a) Standard: The Contractor shall provide 2,000 loose cubic yards of ¾”– 0 angular crushed stone mixed with smaller aggregate equivalent to FLBC and ABC (crush and run type composition). All material shall meet U.S. Government standards, provide a stable, level surface under operational use in accordance with UFGS 32 11 23, and will be inspected by the Joint Security Cooperation Group – Panama Engineer Cell.
AQL: 100% compliance

(b) Standard: The Contractor shall produce receipts detailing the volume of gravel delivered each day (in loose cubic yards). Receipts shall be provided to the COR within one (1) day of delivery {**Deliverable A007**}.
AQL: 100% compliance

(c) Standard: The contractor shall submit product data sheets to the COR for review no later than ten (10) days prior to delivery of aggregate materials **{Deliverable A008}**
AQL: 100% compliance

5.1.2 Drainage Stone.

(a) Standard: The Contractor shall provide 1,200 loose cubic yards of No. 1 Blend drainage stone, sized between 2.5” and 4”, and be free of dirt, debris, or other foreign materials. The Contractor shall coordinate with the COR 24 hours prior to delivery.
AQL: 100% compliance.

5.1.3 Perforated HDPE Pipe.

(a) Standard: The contractor shall provide 800 linear feet of 4”diameter performated pipe warpped with a geotextile fabric drainage sock, and shall be delivered free of cracks or damage.
AQL: 100% compliance.

5.2 Delivery Operations:

(a) Standard: The Contractor shall provide sufficient transportation to deliver a minimum of 250 loose cubic yards per day, beginning 31 August 2026, until all contracted quantities are delivered. The Contractor shall accomplish all deliveries to the specific locations on the work site between 08:00am and 5:00pm, as directed by the COR.
AQL: 100% compliance

(b) Standard: The Contractor shall notify the COR of any conditions that may impact delivery operations or site access {Deliverable A006}. The COR will communicate any government-caused delivery cancellation or delay by 12:00 PM on the business day prior to the scheduled delivery.
AQL: 100% compliance

(c) Standard: The Contractor shall ensure all personnel wear appropriate Personal Protective Equipment (PPE), including helmets, reflective vests, and safety footwear. Delivery operations shall comply with local safety regulations.
AQL: 95% compliance

(d) Standard: The Contractor shall prevent fuel, oil, or hydraulic leaks from delivery vehicles onto the ground. Any spill caused by Contractor equipment shall be immediately contained, cleaned, and reported to the COR at no cost to the United States Government {Deliverable A009}.
AQL: 100% compliance

(e) Standard: Environmental Protection. The Contractor shall prevent fuel, oil, or hydraulic leaks from delivery vehicles onto the ground. Any spill caused by Contractor equipment shall be immediately contained, cleaned, and reported to the COR at no cost to the United States Government {**Deliverable A009**}.
AQL: 100% compliance

6. **APPLICABLE PUBLICATIONS (CURRENT EDITIONS)**

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

6.1.1 DOD Commercial Use of Imagery Guidelines
6.1.2 AR 190-13, The Army Physical Security Program
6.1.3 Army Directive 2014-05, Policy and Implementation Procedures for CAC Credentialing Access for Uncleared Contractors
6.1.4 DOD 5220.22-M, National Industrial Security Program Operating Manual
6.1.5 Defense Federal Acquisition Regulation Supplement (DFARS)
6.1.6 Joint Travel Regulation (JTR)
6.1.7 AR 735-5, Policies and Procedures for Property Accountability
6.1.8 DODD 8570.01, Information Assurance Training Certification and Workforce Management
6.1.9 DOD 8570.01-M, Information Assurance Workforce Improvement Program
6.1.10 AR 25-2, Information Assurance
6.1.11 DODI 3020.41, Contractor Personnel Authorized to Accompany the U.S. Armed Forces
6.1.12 USSOUTHCOM SC Regulation 40-501, Medical Suitability Screening Regulation
6.1.13 DODI 2000.16 DoD Antiterrorism (AT) Program

7. **Attachment/Technical Exhibit List:**

7.1 Attachments:

7.1.1 Attachment 1 – Performance Requirement Summary

7.1.2 Attachment 2 – Deliverables Schedule

7.1.3 Technical Exhibit 1 – Gravel lot

7.1.4 Technical Exhibit 2 – Material Description

Performance Requirements Summary

The contractor service requirements are summarized into performance objectives that relate directly to mission essential items. The standard should relate to timeliness, quality, or quantity (metrics) of service required by the Contractor is stated in the PWS verbiage. 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: Acceptable Quality Levels (AQL's)
PRS#1 - para 5.1.1 ABC Gravel.	The Contractor shall provide 2,000 loose cubic yards of ¾"–0 angular crushed stone. Material operational use, IAW UFGS 32 11 23. The Contractor shall produce receipts detailing the volume of gravel delivered each day {**Deliverable A007**}. The contractor shall submit product data sheets to the COR for review no later than ten (10) days prior to delivery **{Deliverable A008}**	100% compliant
PRS#2 – para 5.1.2 Drainage Stone	The Contractor shall provide 1,200 loose cubic yards of drainage stone to Cristóbal, Colón. Drainage stone sized 2.5"-4" mixture (No. 1 Blend), Large riprap, erosion control, large drainage.	100% Compliance
PRS#3 - para 5.1.3 Perforated HDPE Pipe	The contractor shall provide 800 linear feet of perforated HDPE pipe to Cristóbal, Colón. 4" HDPE perforated pipe wrapped with geotextile fabric drainage sock.	100% compliance
PRS#4 - para 5.1.4 Delivery Logistics	The Contractor shall provide sufficient transportation to deliver a minimum of 250 loose cubic yards per day beginning on or about 31 August 2026. Deliveries shall occur between 08:00am and 5:00pm, as directed by the COR. The COR will communicate any delivery cancellation or delay by 12:00 PM on the business day prior to delivery. Any spill caused by Contractor equipment shall be immediately contained, cleaned, and reported to the COR **{Deliverable A009}**	100% compliance

ATTACHEMENT 2

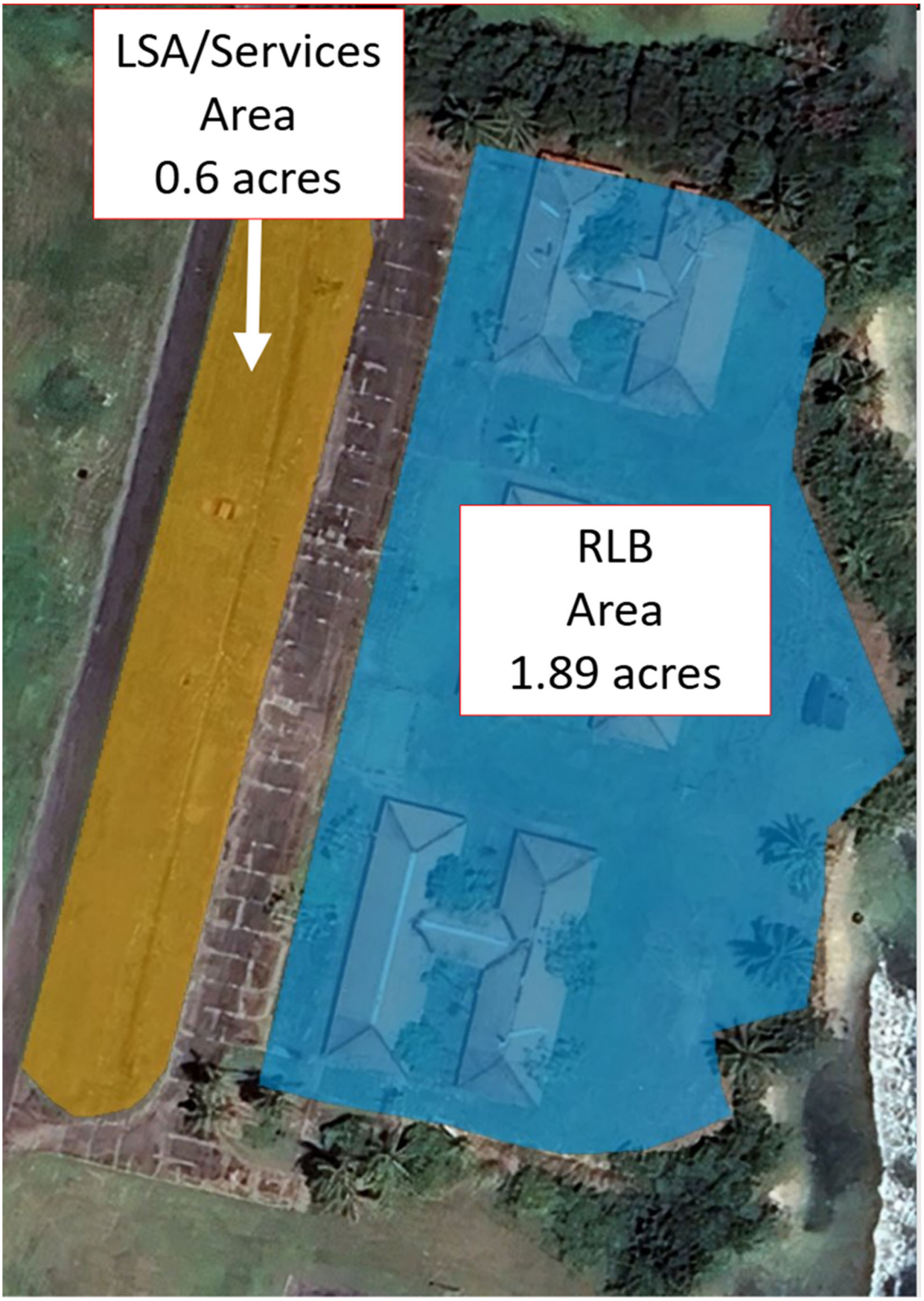
Deliverables Schedule

Deliverable	Frequency	# of Copies	Medium/Format	Submit To
A001: Submittal, Background Check Notification (para 1.6.8.5.1)	Immediately upon discovery	1 each	E-mail	COR AND KO
A002: Submittal, Key Personnel Designation (Para 1.6.11)	Within three (3) days of notice to proceed	1 each	E-mail	COR
A003: Notification, Safety Laws and Regulations (para 1.6.23.1.2)	No later than ten (10) days of notification and per occurrence	N/A	E-mail	COR AND KO
A004: Notification, Personnel Safety (para 1.6.25)	Upon notification and per occurrences	N/A	E-mail	COR and KO
A005: Submittal, Vehicle List (para 1.6.28.2)	Within fifteen (15) days after contract award and per occurrence	1 each	E-mail	COR and KO
A006: Notification, Unforeseen Conditions & Delays (para 1.6.29 & 5.1.4(f))	Upon notification and per occurrences	N/A	E-mail	COR and KO
A007: Submittal, Daily Volume Receipts (para 5.1.1(b))	Within one (1) day of delivery	1 each	E-mail	COR
A008: Submittal, Product Data Sheets (para 5.1.1(c))	No later than ten (10) days prior to delivery	1 each	E-mail	COR
A009: Notification, Environmental Spills (para 5.1.4 (e))	Immediately upon occurrence	N/A	E-mail	COR

Note on Language: All reports, notifications, submittals, and deliverable documentation submitted under this contract shall be provided to the Government in the English Language.

PERFORMANCE WORK STATEMENT (PWS)
Version 1
August 2026
TECHNICAL EXHIBIT 1

Gravel Lot



Technical Exhibit 2

Material Description

Objective	Standard	Performance Threshold
Gravel.	2,000 cubic yards of aggregate base course gravel. Gravel shall be ¾”-0 sized angular crushed stone mixed with stone dust that is durable, and free of clay, organic matter, or debris. The contractor shall produce receipts detailing the volume of gravel, in loose cubic yards, delivered each day. Receipts shall be provided to the COR within one (1) day of delivery. **{Deliverable A007}**	100% Compliance
Drainage Stone	1,200 cubic yards drainage stone sized 2”-4” mixture (#1 Gravel Blend), No. 1: 2 1/2" to 4", 63–100 mm, Large riprap, erosion control, large drainage	100% Compliance No. 1, 2 1/2" to 4", 63–100 mm, Large riprap, erosion control, large drainage
4” HDPE Perforated Piped with Filter sock (French Drain Equivalent)	800 linear feet of 4” HDPE perforated pipe wrapped with filter sock drainage barrier	100% Compliance
Delivery:	The contractor shall accomplish all deliveries to specific locations on the work site between 0800 and 1700 as directed by the COR. Rescheduled deliveries will occur within eight (8) hours of requested delivery. Gravel shall be delivered directly to earthwork sites to facilitate spreading and compaction as trucks are unloaded. The Contractor shall comply with all site access requirements, gate procedures, escort needs, and safety rules.	100% Compliance 100% Compliance

	The contractor shall not stockpile material at the work site unless directed to by the COR. Stockpiled material will not block access to roadways or facilities on Cristobal Colon. The Contractor shall ensure all personnel wear appropriate PPE, including helmets, reflective vests, and safety footwear. Delivery operations shall comply with local safety regulations. The Contractor shall prevent fuel, oil, or hydraulic leaks from delivery vehicles onto the ground. Any spill caused by Contractor equipment shall be immediately contained, cleaned, and reported at no cost to the United States Government **{Deliverable A004}**. The Contractor shall ensure no material is dumped into drainage ditches, waterways, or vegetated areas.	100% Compliance 95% Compliance 100% Compliance