

PERFORMANCE WORK STATEMENT (PWS)

FOR

Lodging Services

1.0 General:

1.1 Scope: To provide 85 each single occupancy with 2 nights per person lodging accommodations for authorized Oregon Air National Guard (ORANG) personnel of the 173d Fighter Wing (FW) also to include the 270th located at 208 McConnell Circle, Klamath Falls, OR 97603, while in a duty status for training. The contractor shall provide all personnel, equipment, tools, materials, supervision, and quality control necessary, except as specified in Paragraph 3.0 as Government Furnished, to perform Lodging Services, as defined in this PWS.

1.2 Background: Lodging is required to be provided to 173d FW and 270th members on Drill Status at Kingsley Field, OR in support of monthly training requirements. The Base Contracting Officer is the final authority for all matters pertaining to this contract. The Government (173d FW) intends to enter into a Firm Fixed Price Contract. Multiple awards are not anticipated.

1.3 Period of Performance (PoP): Any contract correlating to this effort shall consist of a period of performance (POP) from Sept 10, 2021 to Sept 13, 2021.

1.4 General Information:

1.4.1 Place and Performance of Services: The contractor shall be prepared to provide services 24 hours a day, 7 days a week, except on recognized US holidays. The contractor shall at all times maintain an adequate work force for the uninterrupted performance of all tasks defined within this PWS. When hiring personnel, the contractor shall keep in mind that the stability and continuity of the work force are essential.

1.4.1.1 Telework: The Government does not permit the contractor to telework in support of this requirement. In furtherance of Continuity of Operations Planning (COOP), a telework program may be enacted to ensure that the Government's mission-critical operations stay operational during times of national emergency or incidents of national significance. Telework shall be at no additional cost to the Government.

1.4.2 Recognized Holidays: The following are recognized United States (US) holidays. The contractor shall, as needed, perform services on these days:

1.4.3.1 New Year's Day: January 1st

1.4.3.2 Martin Luther King, Jr.'s Birthday

1.4.3.3 President's Day

1.4.3.4 Memorial Day

1.4.3.5 Juneteenth

1.4.3.6 Independence Day: July 4th

- 1.4.3.7 Labor Day
- 1.4.3.8 Columbus Day
- 1.4.3.9 Veteran's Day: November 11th
- 1.4.3.10 Thanksgiving Day
- 1.4.3.11 Christmas Day: December 25th

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

1.4.4 Quality Assurance (QA): The Government will evaluate the contractor's performance under this contract in accordance with the Quality Assurance Surveillance Plan (QASP). This plan is primarily focused on what the Government will do to ensure that the contractor has performed in accordance with the performance standards. It defines how the performance standards will be applied, the frequency of surveillance, and acceptable quality level(s) or defect rate(s).

1.4.5 Communications Security/Information Technology (COMSEC/IT) Security. All communications with DoD organizations are subject to COMSEC review. All telephone communications networks are continually subject to intercept by unfriendly intelligence organizations. DoD has authorized the military departments to conduct COMSEC monitoring and recording of telephone calls originating from, or terminating at, DoD organizations. Therefore, the contractor is advised that any time contractor personnel place or receive a call they are subject to COMSEC procedures. The contractor shall ensure wide and frequent dissemination of the above information to all employees dealing with DoD information. The contractor shall abide by all Government regulations concerning the authorized use of the Government's computer network, including the restriction against using the network to recruit Government personnel or advertise job openings.

1.4.6 Physical Security. The contractor shall safeguard all Government property provided for contractor use. At the close of each work period, Government facilities, equipment and materials shall be secured.

1.4.7 Contract Manager (CM): The contractor shall designate a CM who shall ensure performance under this contract. The name of this person, and an alternate who shall act for the contractor when the CM is absent, shall be designated in writing to the KO. The CM or alternate shall have full authority to act for the contractor on all contract matters relating to daily operation of this contract. The CM shall work through the KO, to resolve issues, receive technical instructions, and ensure adequate performance of services. The CM shall ensure that contractor employees do not perform any services outside the scope of the contract without an official modification issued by the KO. The CM shall ensure contractor employees understand that services performed outside the scope of the contract are performed wholly at the expense of the contractor.

1.4.8 Identification of Contractor Employees: All contractor 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 that they are Government employees. The contractor shall ensure that all documents or reports produced by contractor personnel are suitably marked as contractor products or that contractor participation is appropriately disclosed. The contractor's status as a "contractor" shall be predominantly displayed in all correspondence types (to include signature blocks on e-mail) and dealings with Government or non-Government entities. Contractor personnel shall wear identification badges distinguishing themselves as such. The badges shall have the company name, employee name and the word "contractor" displayed.

1.4.9 Combating Trafficking in Persons: The United States Government has adopted a zero tolerance policy regarding trafficking in persons. Contractors and contractor employees shall not engage in severe forms of trafficking in persons during the period of performance of the contract; procure commercial sex acts during the period of performance of the contract; or use forced labor in the performance of the contract. The Contractor shall notify its employees of the United States Government's zero tolerance policy, the actions that will be taken against employees for violations of this policy. The contractor shall take appropriate action, up to and including termination, against employees or subcontractors that violate the US Government policy as described at FAR 22.17.

1.4.10 Organizational Conflicts of Interest (OCI): The contractor and subcontractor personnel performing services 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 OCIs, 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. In the event the KO unilaterally determines that any such OCI cannot be satisfactorily avoided or mitigated, the KO may impose 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.

2.0 Definitions and Acronyms:

2.1 Definitions:

2.1.1 Contractor: A supplier or vendor awarded a contract to provide specific supplies or service to the Government. The term used in this contract refers to the prime.

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

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

2.1.4 Key Personnel: Contractor personnel that are evaluated in a source selection process and that may be required to be used in the performance of a contract by the PWS. When key personnel are used as an evaluation factor in best value procurement, an offer can be rejected if it does not have a firm commitment from the persons that are listed in the proposal.

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

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

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

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

2.1.9 Subcontractor: One that enters into a contract with a prime contractor. The Government does not have privity of contract with the subcontractor.

2.2 Acronyms:

CM	Contract Manager
COR	Contracting Officer Representative
DFARS	Defense Federal Acquisition Regulation Supplement
DoD	Department of Defense
FAR	Federal Acquisition Regulation
GFP/M/E/S	Government Furnished Property/Material/Equipment/Services
IA	Information Assurance
IS	Information System(s)
KO	Contracting Officer
NGB	National Guard Bureau
OCI	Organizational Conflict of Interest
PII	Personally Identifiable Information
POC	Point of Contact
PWS	Performance Work Statement
QA	Quality Assurance
QASP	Quality Assurance Surveillance Plan
QC	Quality Control
QCP	Quality Control Program
TE	Technical Exhibit

3.0 Government Furnished Property, Material, Equipment and Services (GFP/M/E/S): The Government will provide the property, material, equipment, and/or services listed below solely for the purpose of performance under this contract:

3.1 Property: None

3.2 Materials: None

3.3 Equipment: None

3.4 Services: None

3.5 Utilities: None

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

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

5.0 Requirements: The contractor shall:

5.1 Lodging: Provided upon request by the Government based on room availability at the current Per Diem rate for the location. The contractor shall provide clean and smoke free single and double occupancy hotel/motel rooms in accordance with industry standards and the standards outlined in this PWS.

5.2 Assignment of quarters/rooms: The Contracting Officer's Designated Government Representative of the 173d FW Services Team is responsible for identifying government personnel who require lodging. The Contracting Officer's Designated Government Representative shall document the names of 173d FW personnel on a roster, which the Contracting Officer's Designated Government Representative submits to the contractor. 173d FW personnel shall not be lodged under this contract unless such authorization (the roster) is presented to the contractor. Single rooms shall be used unless double occupancy is requested by the 173d FW Services Team. 173d FW & 270th ATCS personnel who are married to each other may occupy the same hotel/motel room upon request.

5.2.1 Check in Procedures: The (Hotel/Motel Property) must provide a check in/out service on a 24-hour basis, 7 days a week. The front desk will verify all 173d FW & 270th ATCS personnel via valid identification (Military ID, Driver's License, Passport, etc.) against the final roster or other authorized method. Contractor shall not rely on wear of military uniform as an indicator of military status or authorization to receive lodging under the contract. The contractor will be responsible for collecting payment from any member who is required to make full or partial payment due to special requests for rooms other than those authorized (i.e. members with families, request for single room when double is authorized, etc.). The government shall not be responsible for payment of accommodations provided to any individuals that checks into a

property without being listed in the final roster or previously communicated in writing by the Contracting Officer's Designated Government Representative. Any member who requests lodging under this program who is not listed in the final roster or previously communicated in writing by the Contracting Officer's Designated Government Representative shall be responsible for standard room rates and any applicable taxes. Any 173d FW & 270th ATCS personnel who fail to meet the required checkout time will be held financially liable for all incurred costs. The government incurs no liability for a late checkout. Additionally, cancellations will be submitted directly by the guest, or the Contracting Officer's Designated Government Representative in writing no later than 24 hours prior to check in at no cost to the government.

5.3.1 Living space: Each room shall contain living and sleeping areas in accordance with industry standards. Beds, linens and addition equipment provided by the Hotel/Motel Property shall also be in accordance with industry standards. Double rooms shall occupy no less than two people and both occupants will share a bathroom. Double rooms shall also contain two standard sized beds (King, Queen, Double or Twin) so that each of the two members occupying the room will each have their own bed. ROLL away beds and pullout sofas cannot be considered as double occupancy rooms. Two standard beds must be included within a "double" room.

5.3.2 Standards: Rooms shall include all standard accommodations found within the commercial market place for "Midscale" hotel/motel services. Midscale Hotels typically include but not limited to internet access, a refrigerator, a microwave, television with cable access, Iron and iron board, and an alarm clock. Rooms shall also comply with all Municipal, State and Federal environmental, health and safety standards.

5.3.2.1 Heating, Air Conditioning, and Ventilation: Lodging shall be provided with heating, air conditioning, and ventilation necessary to maintain comfort for guests.

5.3.2.2 Safeguarding Valuables: The contractor shall provide a means of storing and safeguarding, in a safe or vault, small high-valuable personal property of the occupants. Receipts for the stored items must be furnished to the guest. Any cost shall be paid by the individual, not the Government.

5.3.2.3 Telephone: A telephone in good working order, with free local access and voicemail capability shall be provided in each room. The occupant is personally responsible for telephone charges exceeding the free local access. The government shall incur no liability for telephone calls.

5.3.2.4 "Do Not Disturb" Signs: All rooms shall have such signs available. Contractor personnel shall respect them when displayed.

5.3.2.5 Bathrooms: Bathrooms shall be maintained and be in sanitary condition. Bathrooms shall contain a shower and/or tub combination with a wash basin, a properly functioning toilet, and a mirror. Additionally, bathrooms must have adequate lighting and grounded electrical outlets for use of electric razors, hair dryers etc. The shower or shower/tub combination shall have shower doors or curtains.

5.3.2.6 Linen Services: Shall be in accordance with industry standards. General daily housekeeping, to include making beds, replacing towels, emptying trash receptacles, cleaning floors and sanitizing bathrooms shall also be in accordance with these standards.

5.3.2.7 Custodial/Sanitation Services: The contractor shall maintain a clean and healthy environment. All custodial/sanitation services shall be in accordance with commercial standards.

5.3.2.8 Information Services: Desk clerks shall be able to explain to occupants miscellaneous charges not covered by this statement of work, for example, telephone charges.

5.3.2.9 Additional Amenities/Service: All facilities and courtesies customarily extended to occupants without charge (i.e. pools, lounges, parking areas, etc.) shall also be made available without additional charge to the Government under this contract. All extra services not specified in this statement of work, or not normally included in the room rate, shall be paid by the individual(s). Food service is neither requested nor required in this contract. The contractor shall provide concierge, shuttle, or extra services at no cost if provided to other guests.

5.3.2.10 Liability/Miscellaneous Service: The government will not be responsible for any miscellaneous charges/damages incurred by travelers. The contractor shall explain to each service member that miscellaneous charges (such as telephone charges, pay-per-view movies, room service, meals, smoking in the facility, damage charges, etc.) are not covered by this contract and will be charged to and paid by the individual. This will be part of the check-in procedures listed in the paragraph listed above. The front desk should explain this to the 173d FW Personnel upon check-in. The contractor shall provide information to the travelers on services available that are not inclusive.

5.4 Security: The contractor will ensure a safe and crime free environment.

5.4.1 Lodging security: The rooms shall be secured and access limited to occupants, cleaning staff, and management in case of emergencies. All entrance doors to these rooms shall have interior security locks, either deadbolt or any other government approved lock, and an entrance peep hole. If the room has sliding glass or French doors they shall be equipped with an effective locking device. Each room occupant shall be provided with a room key. No exterior doors to any room housing ORANG personnel are permitted.

5.4.2 Building security: All doors for main building entrances shall have controlled secured access. Each parking lot shall be equipped with a sufficient amount of lighting for safety of the members and their belongings.

5.4.3 173d FW Security Requirements: The 173d FW reserves the right to disqualify properties that do not meet their security requirements. Security requirements are primarily based on historical police reports and criminal activity. Therefore, properties shall be in a low crime area, free of drugs and prostitution.

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

Publication (Chapter/Page)	Date of Publication	Mandatory or Advisory	Website
Federal Acquisition Regulation			https://www.acquisition.gov/?q=browsefar
Defense Federal Acquisition Regulation Supplement			http://www.acq.osd.mil/dpap/dars/dfarspgi/current/index.html or https://www.acquisition.gov/dfars
Joint Travel Regulation (JTR)			https://www.defensetravel.dod.mil/site/travelreg.cfm
DoDM 1000.13-M-V1 DoD Identification (ID) Cards (Enclosure 2, paragraph 3.b)	01/23/2014 (Change 1: 07/28/2020)		http://www.esd.whs.mil/Directives/issuances/dodm
Homeland Security Presidential Directive (HSPD)-12 Policy for a Common Identification Standard for Federal Employees and Contractors	08/27/2004		https://www.dhs.gov/homeland-security-presidential-directive-12
DoDI 5400.11 Department of Defense Privacy and Civil Liberties Programs	01/29/2019		https://www.esd.whs.mil/Directives/issuances/dodi/
DoD 5400.11-R Department of Defense Privacy Program	05/14/2007		https://www.esd.whs.mil/Directives/issuances/dodm/
DoDD 8140.01 Cyberspace Workforce Management	10/05/2020		https://www.esd.whs.mil/Directives/issuances/dodd/
DoD 8570.01-M Information Assurance Workforce Improvement Program	12/19/2005 (Change 4: 11/10/2015)		https://www.esd.whs.mil/Directives/issuances/dodm/
DoD 5220.22-M National Industrial Security Program Operating Manual (NISPOM)	02/28/2006 (Change 2: 05/18/2016)		https://www.esd.whs.mil/Directives/issuances/dodm/
AFPD 17-1 Information Dominance Governance and Management	04/12/2016		https://www.e-publishing.af.mil/Product-Index/#/?view=pubs&orgID=10141&catID=1&series=-1&modID=449&tabID=131
AFMAN 17-1301 Computer Security (COMPUSEC)	02/12/2020		https://www.e-publishing.af.mil/Product-Index/#/?view=pubs&orgID=10141&catID=1&series=-1&modID=449&tabID=131
AFI 10-701 Operations Security	7/24/2019 (Change 1: 06/09/2020)		https://www.e-publishing.af.mil/Product-Index/#/?view=pubs&orgID=10141&catID=1&series=-1&modID=449&tabID=131
AFI 48-116 Lodging Standards	09/11/2018		https://static.e-publishing.af.mil/production/1/af_sg/publication/afi48-116/afi48-116.pdf

TECHNICAL EXHIBIT 1

Performance Requirements Summary (PRS)

This PRS includes performance objectives the Government will use to determine contractor performance and will compare contractor performance to the Acceptable Quality Level (AQL).

Performance Objective	Performance Standard	Acceptable Quality Levels (AQL)	Surveillance Method / By Whom
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PWS Paragraph 5.3.1 Living Space	Double rooms shall occupy no less than two people. Double rooms shall also contain two standard sized beds. Roll away beds and pullout sofas cannot be considered as double occupancy rooms.	100% AQL.	Random Sampling by the Government.
PWS Paragraph 5.3.2 Standards	Rooms shall include standard accommodations found within the commercial marketplace for “Midscale” hotel/motel services. Additionally all room shall meet the minimum standards outlined in the PWS.	90% AQL. Guests will be asked to rate their stay. Any complaints that the contractor failed to meet the standards outlined in this PWS will be logged. If more than 10% of the guest lodge complaints the month will be logged and the contractor may owe consideration to the Government.	Random Sampling by the Government