

**Department of Homeland Security (DHS)  
Federal Emergency Management Agency (FEMA)**

**Statement of Work (SOW)**

**NON-SEWER PORTABLE TOILETS, HAND WASH STATIONS, AND ASSOCIATED  
SERVICES FOR THE DR-4795-NM STAGING YARD**

**11/13/2024**

**1. General Information:** This is a non-personal service to provide non-sewer portable toilets, hand wash stations, and associated services to the State of New Mexico. The Government shall not exercise any supervision or control over the contract service providers performing the services herein.

**1.1 Description of Services/Introduction:** This Statement of Work (SOW) describes the requirement to provide non-sewer portable toilets, hand wash stations, and related services in support of the FEMA operations in Arkansas. Specifically, toilets and hand wash stations shall be placed and serviced at designated Federal Emergency Management Agency (FEMA) temporary locations.

**1.2 Location:** FEMA Staging Yard Alamogordo, NM – MHU Staging Yard at 1900 US HWY 54 Alamogordo, NM 88310, and/or designated areas within the State of New Mexico as needed.

**1.3 Objectives:** To establish a contract with local vendor(s) to deliver, service/clean, maintain and remove all portable toilets and hand wash stations when called upon to the locations required in support of FEMA operations.

**1.4 Scope:** The contractor shall provide non-sewer portable toilets (standard), as well as hand wash stations and related services in support of the location described under Section 5 of this Statement of Work (SOW). Services will include delivery, setup, servicing, relocation, repair, and removal of contractor provided equipment. Toilets and hand wash stations in usage shall always be in fully serviceable condition in usage areas shall remain in fully serviceable condition throughout the performance period.

**1.5 Other Information:**

**1.5.1 Hours of Operation:** The contractor is responsible for conducting business, during daylight hours, including Saturday, Sunday, and Federal/ Local holidays except for a scheduled Government facility closure due to local or national emergencies, administrative closings, or similar Government directed facility closings. The contractor will not be reimbursed for work performed when the Government facility is officially closed for any above listed reasons. Contingency operations hours will be in conjunction with the operational tempo. The contractor, always, must maintain an adequate workforce for the uninterrupted performance of all tasks defined within this SOW. The contractor shall keep in mind that the stability and continuity of the workforce are essential when hiring personnel.

**1.5.2 Type of Contract:** The Government intends to award a Firm-Fixed Priced contract.

**1.5.3 Period of Performance:** The Period of Performance (POP) will be for a base period of one month with options to extend for 3 additional 90-day periods.

## **2. Definitions:**

**2.1 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.

**2.2 Contracting Officer (CO).** This is a person with authority to enter into, administer, and or terminate contracts, and make related determinations and findings on behalf of the government. The CO is the only individual legally authorized to bind the government.

**2.3 Contracting Officer Representative (COR).** This is an employee of the U.S. Government appointed by the CO 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.

**2.4 FEMA Project Manager (FPM).** The FEMA Project Manager is an employee of the U.S. Government who directs the operational activities of the FEMA occupied facilities. The FPM has the authority to direct the contractor to complete the following tasks: identify the location for placement of equipment, request service of toilets or wash stations, request equipment relocation and pickup. The FPM will be the primary POC that deals with the Contractor's Program Manager.

**2.5 Subcontractor.** This is one that enters into a contract with a prime contractor. The Government does not have privacy of contract with the subcontractor.

## **3. Contractor Furnished Items and Responsibilities:**

**3.1 General:** The contractor shall provide all equipment, supplies, tools, materials, repair parts, labor, transportation, and management oversight to perform the requirements under this contract.

**3.2 Vehicles:** Contractor vehicles shall be registered, in accordance with all current applicable Federal, State, and Local laws, ordinances and regulations. All vehicle operators shall possess valid state driver licenses to be allowed on the site. Some FEMA sites such as military and other governmental facilities may require proof of U.S. citizenship to gain access.

**3.3 Portable Toilet Specifications:** Each portable toilet shall be completely enclosed with screened ventilation window for release of odors and to prevent entry of insects. Material used for construction of the toilets shall be heavy gauge galvanized metal, plastic, or fiberglass and be impervious to moisture or treated with an effective sealer. Collapsible toilets are not acceptable. Portable Toilet tank capacity shall standard or greater. Container tanks shall be watertight without side vents secured to the tanks.

Toilets shall be free of any holes in the walls or doors, have no chemical leaks, and all doors, hinges, and latches shall operate as intended in the manufacturer's design. The doors shall be self-closing and have an inside fully operational lock and outside handle. All hinges shall be securely attached and tamper resistant. Each Portable Toilet shall be equipped with wall-mounted toilet tissue holder. Urinals shall be securely fastened to the tank or structure. Toilet tissue holder shall hold a minimum of two (2) rolls of toilet tissue and be constructed in a manner to prevent free reeling of the tissue paper.

Toilets shall have sufficient rolls of toilet tissue to last until the next day's servicing. Urinal drains shall have adequate drain flow and/or gravity feed to the holding tank to prevent overflow from the urinal

fixture. The contractor shall firmly anchor individually or in groups, each portable Toilet with tie-downs, rope, and staking equipment to minimize unforeseen circumstances which might capsize or cause spillage (Securing of the portable toilets will be done if directed by FEMA).

**3.4 Handicap Toilets and Hand Wash Specifications:** Handicap toilets and hand wash stations shall be ADA compliant. The contractor shall provide accessible portable toilets and wash stations in compliance with all applicable OSHA 29 CFR 1910

[https://www.osha.gov/pls/oshaweb/owadisp.show\\_document?p\\_table=STANDARDS&p\\_id=9790](https://www.osha.gov/pls/oshaweb/owadisp.show_document?p_table=STANDARDS&p_id=9790)

**3.5 Hand Wash Station Specifications:** All hand wash stations shall be a solid color on the exterior with two (2) countertop areas. Tank capacity shall be not less than 24-gallon fresh water capacity and 24 gallons of gray water capacity. Hand wash stations shall have two (2) liquid soap dispensers and a two-capacity paper towel dispenser filled with single-fold towels. Paper towel supply shall be sufficient to last until the next day's servicing. Soap dispensers shall each have at least an eight (8) ounce capacity and shall always be serviced sufficiently to maintain product.

**3.6 Liquid Waste Hauling Vehicles/Equipment:** The contractor must have the ability to provide Liquid Waste Hauling Vehicles/Equipment resources to successfully support contract performance. The contractor shall have equipment capable of moving toilets and hand wash stations to support all locations. The Contractor/Vendor must own its own equipment to be utilized in this contract.

#### **4. Specific Task:**

**4.1 Basic Services:** The servicing schedules will be coordinated by the COR. The contractor shall service each Portable Toilet and Hand Wash station daily.

Services will include:

- a. Complete removal of all gray water and seepage.
- b. Cleaning of the interior waste holding tank with a commercial grade cleaner.
- c. Cleaning of the toilet seat and cover with a commercial grade bactericide.
- d. All seats, doors, walls, handles, and floors shall be cleaned and sanitized and free of graffiti.
- e. Recharge waste tank with sufficient quantity of chemicals to ensure an odorless unit. The contractor shall take extreme care to prevent any spillage of the waste tank contents. In the event spillage does occur, the contractor shall thoroughly clean the entire area contaminated by the spill, in accordance with all applicable Federal, State, and Local laws, ordinances and regulations.
- f. Replenish fresh water in hand wash stations.
- g. Restock toilet tissue, toilet seat covers, hand soap and paper towels.

Immediately after servicing and sanitizing toilets the contractor shall document in writing when each unit was serviced. Document service data shall be submitted to the Government electronically along with the invoice for payment. All costs associated with the containment and disposal of hazardous waste shall be borne solely by the contractor. Extreme caution shall be taken by the contractor to prevent any spillage of waste during the cleaning process and contractor should inspect site before moving to the next. The Government has the right to request additional cleaning of one or all of the units on site. The contractor will have 24 hours to be on site and clean a requested unit(s) after being notified.

**4.2 Preventive Maintenance Checks and Services (PMCS) of Equipment:** The contractor shall perform PMCS on toilets and hand wash stations as often as necessary to ensure they are secure, water tight, fly proof, neat and in sanitary condition. Mechanical and structural maintenance shall be performed on the contractor's liquid waste hauling vehicles and equipment at scheduled intervals and as required for



maintaining in proper working condition and avoiding hazardous and unsanitary situations. The Government may conduct inspections of the contractor's equipment at any time to ensure compliance with this requirement.

**4.3 Initial Delivery and Relocation of Toilets and Hand Wash Stations:** Initial deliveries and relocation of toilets and hand wash stations will be coordinated between the CO, COR and/or the FPM. The contractor may be required to perform relocations of previously placed toilets and hand wash stations and/or provide toilets and hand wash stations to additional delivery points during the performance of the contract. Direction given by anyone other than the CO, COR or FPM are to be directed back to the Government contracting office for approval before execution.

**4.4 Placement of Toilets and Hand Wash Stations:** Toilets and hand wash stations shall be placed on a level surface. Toilets shall be placed with the door facing away from prevailing winds and anchored down to prevent tipping over. The Government will not be responsible for damage caused by winds or other acts. Upon receipt of an order from the CO, COR or FPM, the contractor may coordinate with the on-site POC for the correct spotting location. If the contractor is unavoidably detained from meeting with the POC, it is the contractor's responsibility to notify the Government contracting office. The CO or identified COR will determine whether to continue the delivery, reschedule the delivery, or cancel the delivery.

**4.5 Removal of Toilets and Hand Wash Stations:** Upon completion of specified POP the contractor shall remove any/all toilets and hand wash stations from its location within 72 hours. The 72-hour period is not chargeable usage time to the Government. **If the Government determines that the toilets and hand wash stations need to be removed prior to the specified period of performance, the contractor will only be paid for the time the equipment is leased.**

**4.6 Spillage:** The contractor shall clean the area contaminated by the spillage.

Contractor is liable for the costs associated with clean-up of any spills (POL, solvents, waste water, battery acids, paints, lubricants, refrigerant oils, hydraulic fluids, anti-freeze, etc.). Any spilled chemicals must be cleaned up in accordance with all Federal, State, and local laws, ordinances and regulations.

**4.7 Dumping of Waste:** The contractor shall be responsible to dump waste products (grey water and seepage). The contractor will be required to follow local Sewage Treatment Plant rules. All work performed under this contract including dumping shall be in accordance with all applicable Federal, State, and Local laws, ordinances and regulations.

#### **4.8. Special Requirements:**

**4.8.2 Safety Standards:** The contractor shall comply with Occupational Safety & Health Administration (OSHA). Each item of equipment or property furnished under this contract shall be in safe operational condition and shall comply with all Federal Safety Standards, the American National Standards, and all State Safety Regulations applicable to the equipment and or property.

**4.8.3 Program Manager (PM):** The contractor shall designate a PM for performance of all work under the contract. The PM shall be responsible for total contract management and coordination. The PM shall have full authority to act for the contractor during performance of work. The contractor shall provide, in writing, the name of the PM and telephone number to the CO, COR and the FPM. The PM must always be available by telephone contact.

**4.8.4 Lost and Found Property:** It is the responsibility of the contractor to ensure all article of possible personal or monetary value found by the contractor's personnel be turned in to the FEMA Security Office notify the COR and/or FPM immediately.

**4.8.5 FEMA location and impassable locations:** When an unforeseen Federal Emergency Management Agency (FEMA) location closure occurs on a contractor's regular scheduled day of work, the contractor will be notified by the CO, COR or FPM as to whether the contractor will be required to continue performance of service for that day. When previously closed areas are reopened services shall resume.

## **5. Deliverables:**

**5.1 Reports:** The contractor shall maintain detailed accurate records of the delivery of portable toilets and hand wash stations under this contract. These records shall be made available to the Government at any time requested for the duration of this contract.

**5.2 Quotes:** The contractor shall submit quotes for services in response to this Request for Proposal (RFP). Price quotes for the rental of these portable toilets and wash stations shall include delivery, maintenance, servicing, clean up and pick up charges. Rental cost shall be priced on a monthly basis. Price quotes for this contract shall include at least the following items:

Rental of Portable Toilet (Regular)

Rental of Wash Station

Relocation of Portable Toilets and Wash Stations from original location to newly identified location

**5.3 Award Requirements:** Award will be made to the responsible bidders whose offer conforming to the solicitation provides the Lowest Price Technically Acceptable (FAR part 15). The order of importance for this bid is price, technical capability, delivery (ability to delivery at least 24 hours after award), and past performance. Offerors must have an active System for Award Management (SAM) Registration which are respectively under DUNS numbers; are NOT in the Excluded Parties List System (EPLS); and are NOT listed on the List of Parties Excluded from Federal Procurement or otherwise ineligible to receive an award. Bidders must meet requirements of FAR 52.226-3, FAR 52.226-4, and FAR 52.226-5 and be operating within the USVI area which will be verified upon selection for award or otherwise will be determined to be ineligible to receive an award.

**5.4 Invoices:** The contractor shall invoice the Government per month. Invoices will be submitted via e-mail to [FEMA-Finance-Vendor-Payments@fema.dhs.gov](mailto:FEMA-Finance-Vendor-Payments@fema.dhs.gov) Attn: Brenda Hopkins. The contractor shall submit invoices no later than the 5th day of the month following the end of the billing month and send a copy of the invoice to the COR.

## **6.0 CONTRACTOR/SUBCONTRACTOR PERSONNEL & SECURITY REQUIREMENTS**

**QUALIFIED PERSONNEL.** The Contractor shall provide qualified personnel to perform all requirements specified under this contract.

**WORKING SUPERVISOR/MANAGER** - The Contractor shall provide a working supervisor, named in writing, who shall be responsible for the performance of all work. The working supervisor shall have full authority to act for the contractor. The Contractor shall provide to the Contracting Officer, in writing,

before work commences the name, address, and telephone number of the working supervisor. In the event the working supervisor is replaced; the Contractor shall furnish the above information before the new replacement commences work under this contract.

**CONSUMPTION OF ALCOHOL AND DRUGS** - Contractor personnel, while at a FEMA site or facility, are subject to standards of conduct prescribed for Government employees. The use of alcohol, drugs, or harmful substances will, at the discretion of the Government, result in barring of individual from Government facilities and of the above premises.

**CITIZENSHIP** - All employees working under this contract shall be the citizens of the United States of America. Contractor employees may be required to access U.S. Military Installations, airports and seaports. Contractor may seek to obtain Transportation Worker Identification Cards (TWIC) which would facilitate employee access.

**EMPLOYEE IDENTIFICATION** - Contractor employees visiting or working on Government sites or facilities shall wear an identification badge that, at minimum, displays the Contractor name, the employee's photo, and badge expiration date. Visiting Contractor employees shall comply with all Government escort rules and requirements. All Contractor employees shall identify themselves as Contractors when their status is not readily apparent and display all identification and visitor badges in plain view above the waist at all times.

**EMPLOYEE CONDUCT** - Contractor's employees shall comply with all applicable Government and Agency regulations, policies and procedures (e.g., fire, safety, sanitation, environmental protection, security, "off limits" areas, and possession of weapons) when visiting or working at Government facilities. The Contractor shall ensure contractor employees present a professional appearance at all times and that their conduct shall not reflect discredit on the United States, the Department of Homeland Security or FEMA.

**REMOVING EMPLOYEES FOR MISCONDUCT OR SECURITY REASONS** - The Government may, at its sole discretion, direct the Contractor to remove any Contractor employee from FEMA facilities for misconduct or security reasons. Removal does not relieve the Contractor of the responsibility to continue providing the services required under any contract. The Contracting Officer will provide the Contractor with a written explanation to support any request to remove an employee.