

PERFORMANCE WORK STATEMENT

FOR

NITROGEN GENERATOR PREVENTIVE AND REMEDIAL

MAINTENANCE SERVICE

436th MAINTENANCE SQUADRON

DOVER AFB, DE

15 MAY 2023

SECTION ONE: Scope

1. Description of Services: The Contractor shall provide all labor, tools, equipment, test equipment, material, parts, quality control, transportation, and inspection manuals necessary to perform Preventive Maintenance and Remedial Maintenance on the Nitrogen Generator in the Wheel & Tire shop on Dover Air Force Base (DAFB), DE. The contractor must be trained and qualified to perform Preventative Maintenance and Remedial Maintenance on Bauer compressors.

1.1 The Contractor shall be responsible for ensuring all Nitrogen Generator (NG) services (preventative and remedial), parts, and Original Equipment Manufacturer (OEM) components provided under this contract are in accordance with (IAW) the terms and conditions outlined herein and conform to the OEM specifications.

1.2 Equipment Requiring Service: All equipment requiring this maintenance service is listed within table 1.3.1.3. Inventory.

1.3 PM Frequency, Schedule, and Inventory.

1.3.1 Preventive Maintenance (PM) is maintenance performed in order to protect the equipment capability and investment by removing causes of failure, performing routine maintenance, and providing adjustment to compensate for normal wear before failure occurs. This includes:

- i. Cleaning air/oil cooler fins, oil sight glass, intercooler fins, and sintered metal filter in final separator.
- ii. Checking drive belts, fitting tightness, and operation of automatic condensate drains.
- iii. Changing oil filters, oil, air/oil separators, inlet filters, low pressure filters, dryer cartridges, and changing internal auto drain inside low-pressure filter bowls.
- iv. Calibrating oxygen monitor
- v. Repair of any deficiencies or malfunctions that are detected during inspections.
- vi. System check to ensure the unit is functioning properly.

1.3.1.1. Frequency. The Contractor shall perform **ANNUAL PM** on the NG covered by this contract IAW the OEM specifications.

1.3.1.2. Schedule. The Contractor shall provide PM within the first six (6) months of the New Fiscal Year (October through March). The Contractor shall notify the Customer 10 business days prior to each scheduled PM visit.

1.3.1.3. Inventory. PM shall occur as follows:

Item	Location	PM Frequency	RM Frequency
Bauer SNG II Nitrogen Generator S/N 179949	Building 719	Annually	As Needed
Bauer SNG II Nitrogen Generator 179949	Building 719	Every 500 Operating Hours	As Needed

1.4 Remedial Maintenance (RM) is the repair of equipment and systems with parts, materials, and labor to restore performance to the designed function in the event of any breakdown or stoppage of equipment or system where the equipment or system is unable to perform its designed function. RM includes repairs and replacement of related components, parts, and appurtenances that have failed, no longer perform reliably, or have worn beyond safe tolerances. The Contracting Officer (CO) will make final determination of any RM work being within scope.

1.4.1 RM Procedures:

- A. Upon occurrence of an equipment or system malfunction, the Customer will contact the Contractor by telephone or email and provide the following information:

- i. Equipment Name with Serial Number if necessary
- ii. A brief description of the malfunction
- iii. Location of equipment
- iv. Name and telephone number of the Government's POC (Customer)

Note: if the Contractor receives this notification via telephone, the Customer will provide a written copy of the request by email or fax at their earliest convenience.

- B. The contractor shall report to the work location within 7 business days to inspect/verify what RM must be completed, if necessary, at no cost to the government. When RM is required, the Contractor shall submit the RM Work Request (WR) form to the Customer for coordination.
- C. The Customer will coordinate the WR with the Contract Administrator (CA) in order to validate the Contractor's quoted repair time, labor hours, labor rate IAW the contracted negotiated rate, materials, other direct costs and warranties provided (material and workmanship). Downtime shall be kept to an absolute minimum. The contractor must notify the customer and the contracting office of all projected downtime and estimated time for maintenance work (found on WR). The WR is a firm quoted amount and should not be an estimate.
- D. After the CA reviews and confirms the quote, the WR will be submitted to the CO for final review and approval.
 - i. If the CO approves the RM, the CO will sign the WR and provide a fully executed contract modification. This establishes RM approval for the dollar amount found on the WR and modification. *The contractor shall not begin work until an approved WR and modification are received from the contracting office*.
 - ii. If the Contractor exceeds the approved WR/modification amount, the Contractor does this at their own risk, and the Government is not liable to pay for anything over and above this amount.
- E. If the CO does not approve the WR, the Contractor will be notified and the CO's rationale for disapproval will be provided.
- F. The contractor shall prepare and submit a written report IAW with paragraph 1.5 Service Report after all work is completed.

1.5 Service Report: Immediately upon completion of any maintenance and before leaving the Dover AFB, DE, the Contractor shall provide a draft, written Service Report to the Customer. When necessary, the Customer will forward the service report to the CO within 2 business days of receipt. The Contractor shall provide, by fax or email, the final service report within 5 business days to the Customer.

As a minimum, the final service report shall contain the following information:

- A. Company Name
- B. Requested service date
- C. Contract #
- D. Equipment ID #
- E. Description of Services provided
- F. Additional Services recommended (if any)
- G. Printed Name and Signature of Technician who performed the Services (electronic signatures are acceptable)
- H. Printed Name and Signature of on-site Customer (electronic signatures are acceptable)
- I. Start and Completion dates
- J. Complete Breakdown of the Labor Cost (hours and rate)
- K. Materials and Parts used
- L. Printed Name and Signature stating only new parts and materials were used (electronic signatures are acceptable)

M. Written verification statement that a performance check to verify operational condition was performed and that the equipment is in working order (electronic signatures are acceptable).

1.6 Corrective Action Report (CAR)/Customer Complaint Response Time: Upon receipt of a CAR or customer complaint from either the CO or COR, the Contractor shall provide both the CO and COR with a written response within 3 business days. The response shall address the root cause, corrective action, and preventive actions in relation to the submitted CAR or complaint.

1.7 Contractor Personnel: The Contractor shall provide the name of the Point of Contact (POC) and any alternates who shall act for the Contractor when the Primary POC is absent. They shall be designated to the CO and Customer in writing within 10 business days after the contract award date. The Contractor shall provide telephone numbers and email addresses where the POC and alternates may be contacted at any time. The POC or alternate shall have full authority to act for the Contractor on all matters relating to operation of this contract at the 436 Maintenance Squadron Nitrogen Generator on Dover AFB, DE. The POC or alternate shall be available to meet on the installation with Government personnel designated by the CO to discuss problem areas. The Contractor shall provide a POC who can read, write, speak, and understand English fluently.

1.7.1 The Contractor and Contractor personnel shall be required to identify themselves as Contractor personnel by introducing themselves or being introduced as Contractor personnel. The Contractor personnel shall also display distinguishing badges or other visible identification for meetings with Government personnel or while performing work for the Nitrogen Generator on DAFB. The Contractor and Contractor personnel shall identify themselves as Contractor employees in telephone conversations and in formal and informal written correspondence.

1.8 Listing of Contractor Employees: The Contractor shall provide an initial listing of names, position titles of employees and copies of their current professional licenses who will come to DAFB to the Customer and the CA within 5 business days after the contract award date. The Contractor shall also provide an updated listing of personnel to the Customer when employees affecting the work of this contract change status or position within 10 calendar days of this change.

1.8.1 The Contractor shall not employ persons on this contract if such employee is identified to the Contractor as a potential threat to the health, safety, security, and/or general well-being, or operational mission of the installation and its population. The Contractor shall not employ any person who is an employee of the US Government if the employment of the person would create a conflict of interest. The Contractor shall not employ any person who is an employee of the Department of the Air Force (DAF), either military or civilian, unless such person seeks and receives approval according to the DoD 5500.7-R, *Joint Ethics Regulations*. In addition, the Contractor shall not employ any person who is an employee of the DAF if such employment would be contrary to the policies contained in Air Force Instruction (AFI) 64-106, *Air Force Industrial Labor Relations Activities*. The Contractor shall be prohibited from employing off-duty Customers who are providing surveillance on any contracts/sub-contracts awarded to the Contractor. All contract personnel, depending on particular condition, occasion, or place or job assignment shall be required to wear professional and suitable attire. All Contractor personnel shall conduct themselves in a professional and courteous manner. The selection, assignment, reassignment, transfer, supervision, management, and control of contractor personnel in performance of this PWS shall be the responsibility and prerogative of the Contractor; however, the Contractor shall comply with the requirements set forth in this PWS and DAFB regulations concerning the conduct of employees as referenced herein. The Contractor shall employ and maintain a technically trained and experienced work force.

1.9 Pre-Visit Coordination: The Contractor shall contact the Customer 10 business days before arriving on DAFB in order to make arrangements for Base Access Pass. The Customer will assign a sponsor for the Contractor from within the organization. The Contractor and the sponsor shall arrange to meet at the Pass and Registration Building at the Dover AFB Commercial Gate.

1.10 Foreign Nationals: The Contractor shall notify the Customer before sending a Foreign National representative to perform services. Special rules apply for foreign nationals visiting a US Government facility.

SECTION TWO: SERVICE SUMMARY (SS)

2.1 General: 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 condition of this contract. All services to be performed by the Contractor during the period of this contract will be subject to review by the CO.

2.2 Performance Evaluation: Performance of a service shall be evaluated to determine whether or not it meets the performance requirements of this contract. Re-performance of unacceptable services at no additional cost is the preferred course of action when appropriate. In the case of issued Corrective Action Reports (CARs), the CO shall take appropriate measures according to inspection of services clause in the contract, i.e., FAR 52.246-4.

CARs may categorize nonconformance as minor, major or critical IAW the following FAR 46.101 definitions below.

“Minor nonconformance” means a nonconformance that is not likely to materially reduce the usability of the supplies or services for their intended purpose, or is a departure from established standards having little bearing on the effective use or operation of the supplies or services.

“Major nonconformance” means a nonconformance, other than critical, that is likely to result in failure of the supplies or services, or to materially reduce the usability of the supplies or services for their intended purpose.

“Critical nonconformance” means a nonconformance that is likely to result in hazardous or unsafe conditions for individuals using, maintaining, or depending upon the supplies or services; or is likely to prevent performance of a vital agency mission.

2.3 The Contractor shall be aware that in the absence of any contract requirement from the Service Summary (SS) does not detract from its enforceability nor limit the rights or remedies of the Government under any other provision of the contract. The Contractor shall ensure the following SS requirements are accomplished:

Service Summary (SS) Table 2-1

SS	PERFORMANCE OBJECTIVE	PWS PARA.	PERFORMANCE THRESHOLD
SS 1	The Contractor shall be responsible for ensuring all Nitrogen Generator (NG) services (preventative and remedial), parts, and Original Equipment Manufacturer (OEM) components provided under this contract are in accordance with (IAW) the terms and conditions outlined herein and conform to the OEM specifications.	1.1	100% Compliance
SS 2	PM Frequency, Schedule, and Inventory The contractor shall perform Preventative Maintenance as described in the corresponding paragraphs of the inventory identified following the frequency and schedule timeframes.	1.3 1.3.1 1.3.1.1 1.3.1.2 1.3.1.3	100% Compliance
SS 3	Remedial Maintenance (RM) The contractor shall perform Remedial Maintenance as described in the corresponding paragraph following the required steps and timelines identified.	1.4	100% Compliance
SS 4	Service Report: The contractor shall complete the requirements identified in paragraph 1.5 after performing any maintenance (PM or RM).	1.5	100% Compliance

SS	PERFORMANCE OBJECTIVE	PWS PARA.	PERFORMANCE THRESHOLD
SS 5	<p>Corrective Action Report (CAR)/Customer Complaint Response Time: The contractor shall respond in the timeframe specified addressing the root cause, corrective action, and preventive actions in relation to the submitted CAR/customer complaint.</p>	1.6	100% Compliance

2.4 Government Quality Assurance: According to the contract’s inspection clause – Federal Acquisition Regulation (FAR) Clause 52.212-4 para. (a), *Inspection/Acceptance* – the Government will evaluate the Contractor’s performance under this contract. The Customer will participate in the administration of this contract. Any matter concerning a change to the scope, prices, terms, or conditions of this contract shall be referred to the CO. All services to be performed by the Contractor during the period of this contract will be subject to review by the CO.

2.4.1 The government shall inspect and evaluate the contractors’ performance to ensure services are received in accordance with requirements set forth in this contract. The COR will use the contractor’s work schedule, or modified version thereof, to record validation results. Results of the validation then becomes the official Air Force record of the contractor’s performance. Government surveillance of tasks not listed in the PWS or by methods other than those listed in the PWS (such as provided for by the Inspection of Services clause) may occur during the performance period of this contract. Such surveillance will be done according to standard inspection procedures or other contract provisions. Any action taken by the CO as a result of surveillance will be according to the terms of this contract.

2.4.2 The government may inspect each task as completed and increase the number of quality assurance inspections if deemed appropriate because of repeated failures discovered during surveillance inspections or because of repeated customer complaints. Likewise, the government may decrease the number of quality assurance inspections if performance dictates.

2.4.3 When an observation indicates defective performance, a performance threshold has not been met, or contractor performance has not been accomplished, the COR will initiate and provide the CO a CAR for issuance to the contractor.

SECTION THREE: GENERAL INFORMATION

3.1 Hours of Operation: The Contractor shall perform the work required under this contract on Monday through Friday from 0700 hours-1600 hours (7:00 AM to 4:00 PM). If work hours are required outside the hours stated, the Contractor shall contact the Customer for approval from the CO. Upon approval from the CO, the Customer must be present with the Contractor. These dates and hours exclude Federal Holidays (New Year’s Day, Birthday of Martin Luther King, Jr., Washington’s Birthday, Memorial Day, Juneteenth, Independence Day, Labor Day, Columbus Day, Veterans Day, Thanksgiving Day, Christmas Day), base closures due to inclement weather, and furlough days, as applicable.

3.2 Environmental Protection & Safety: The Contractor shall be knowledgeable of and comply with all applicable federal, state, and local laws, regulations, instructions and requirements regarding environmental protection and occupational safety and health. The Contractor shall comply with any laws, instructions, or regulation changes during the term of this contract.

3.2.1 In performing any work under this contract on premises which are under the direct control of the Government, the Contractor shall conform to all safety rules and requirements prescribed in Air Force Pamphlet 91-210, Contract Safety and Public Law 91-596, The Occupational Safety and Health Act of 1970. Effective on the date of this

contract, the contractor shall take such additional precautions as the Contracting Officer may reasonably require for security, safety, traffic fire, personnel clearances, and accident prevention purposes. The Contractor agrees to take all reasonable steps and precautions to prevent accidents and preserve the life and health of the Contractor, Government Property and Government personnel performing or in any way coming in contact with the performance of this contract on such premises. These requirements are additional to and do not replace the standards promulgated by the Department of Labor under the Occupational Safety and Health (OSHA) Act. In the event of a conflict between the OSHA Standards and these requirements, the most stringent shall apply. Any violation of such rules and requirements, unless promptly corrected, as directed by the Contracting Officer, may be considered grounds for termination of this contract in accordance with the default provisions hereof.

3.3 Privately Owned Motor Vehicles (POV): Contractor Contractor's personnel shall comply with the directives pertaining to the operation of POVs on DAFB per AFMAN 31-116, *Motor Vehicle Traffic Supervision*, in its entirety. The Contractor shall comply with AFBI 24-302, *Vehicle Management*, in its entirety for the operation of POVs within DAFB.

3.4 Safety and Health on Government Installations: While performing work under this contract the Contractor shall comply with all applicable Federal, State, Local, and the specific AF regulations (as applicable) regarding occupational safety and health addressed in the PWS. During the execution of the contract the Contractor shall notify the CO and Customer within one 1 business day of any damage to Government property where the dollar value exceeds \$500,000.00 and within 2 workdays for any damage to Government property less than \$500,000.00. The Contractor shall notify the CO within 1 business day of any injury to contract personnel which occurs while on a Government installation.

3.4.1 Mishap notifications shall contain, as a minimum, the following information:

- A. Contract, Contract Number, Name and Title of Person(s) Reporting
- B. Date, Time and exact location of accident/incident
- C. Brief Narrative of accident/incident (Events leading to accident/incident)
- D. Cause of accident/incident, if known
- E. Estimated cost of accident/incident (material and labor to repair/replace)
- F. Nomenclature of equipment and personnel involved in accident/incident
- G. Corrective actions (taken or proposed)
- H. Other pertinent information

3.4.2 If requested by the designated CO, the Contractor shall immediately secure the mishap scene/damaged property and impound pertinent maintenance and training records, until released by the Procuring Safety Office. Contractors will not dispose of contract data related to a mishap until notified to do so by the CO. The following is a list of applicable regulations and Air Force Instructions:

- 29 CFR 1910 – OSHA Standards for General Industry
- AFI 91-203 – Air Force Consolidated Occupational Safety Instruction
- AFI 91-207 – The Us Air Force Traffic Safety Program (12 Sep 2013)
- AFI 31-218 – Air Force Motor Vehicle Traffic Supervision

3.4.3 While on a government installation the Contractor shall be required to follow applicable installation traffic safety regulations and any applicable safety requirements required by the work center supervisor as it pertains to execution of the contract while in the work center; these may include but are not limited to general personal protective equipment such as safety glasses, hearing protection, and hard hats. The Contractor shall comply with base/shop emergency procedures for fire, tornado etc.

3.5 Commanders Safety Intent: The safety of everyone on Dover AFB is our top priority. All Individuals must accept personal responsibility for safety and seek opportunities for improving the safety of our work environment. Everyone working on Dover AFB is challenged to find, fix (if able) and report all hazards and near-misses. It is our shared duty to take every reasonable step and precaution to prevent accidents and preserve the health/safety of each contractor and government employee.

3.6 Emergency Procedures: The Contractor personnel shall follow the direction of the Government personnel with regard to emergency procedures, such as fire, tornado, active shooter, bomb threats, or other emergency. It is the responsibility of the Contractor to provide guidance and to establish procedures for its employees to respond to an emergency. It is the Contractor's responsibility to account for their employees following an emergency evacuation. The Contractor personnel shall participate with the Government personnel in all fire and tornado drills at no additional cost to the Government.

3.7 Uses and Safeguarding of Information: Information from the secure web site is considered to be proprietary in nature when the Contract # and Contractor identity are associated with the direct labor hours and direct labor dollars. At no time will any data be released to the public with the Contractor name and Contract # associated with the data.

3.8 Housekeeping: The Contractor shall keep the work areas clean and neat IAW industry standards, OSHA, fire and safety standards, and this PWS.

3.9 SECURITY

a. All personnel employed by the contractor in the performance of this contract, or any representative of the contractor entering the governmental installation shall abide by all security instructions and directives of Dover AFB. Employees are responsible for safeguarding all government property provided for contractor use.

b. At the close for each work period, government facilities, equipment and materials shall be secured, lights, heat and water turned off and all doors and windows secured.

c. The contractor and as applicable, subcontractor shall not employ persons for work on this contract if such employee is identified as a potential threat to the health, safety, security, general well-being or operational mission of the installation and its population, nor shall the contractor or subcontractor employ persons under this contract who have an outstanding criminal warrant as identified during the Criminal Background Check (CBI).

d. Contractors shall ensure their employees and those of their subcontracts have the proper credentials allowing them to work in the United States. Employees and subcontractors later found to be undocumented or illegal aliens will be remanded to the proper authorities.

e. The contractor shall not be entitled to any compensation for delays or expenses associated with complying with the provisions of this clause. Furthermore, nothing in this clause shall excuse the contractor from proceeding with the contract as required.

f. All contractors and subcontractors when working in a Controlled, Restricted, or other sensitive areas must be escorted at all times. The military agency or unit responsible for the project or work is responsible for providing the escorts. The Contractor shall follow existing procedures and instructions for obtaining entrance to restricted or controlled areas.

3.10 Contractor Badge Policies:

3.10.1 All requests for contractor badges will be submitted through the Base Contracting Squadron Office and/or the requesting agencies base point of contact. The Contracting Squadron Office or base point of contact will then fill out an Operational Risk Management Assessment Form (ORM) for the requesting agency and submit it to the Pass and Registrations section for approval IAW OPlan 31-101. As a minimum the ORM will be submitted 10-days prior to the requested date of employment.

3.10.2 All contractor employees who'll be granted unescorted access to the Installation are required to consent to a Criminal Background Investigation (CBI) prior to being granted entry to the Installation. Continued employment is contingent upon successful completion and favorable reporting of the CBI.

3.10.3 DAFB Contractor badges will be issued for a maximum period of one year. Prior to reissuing new badges, all old badges must be returned to 436 SFS, Pass and Registration for destruction. Also, before a new badge will be issued an ORM must be resubmitted to the Pass and Registration section for approval again. In the event a badge is lost or stolen, immediately contact the 436 SFS, Pass and Registration office. The badge holder must accomplish the Loss/Theft of Identification Worksheet and provide it to his/her supervisor. The supervisor of the contractor will investigate the loss and report in writing the circumstances in which the badge was lost to the 436th Contracting Squadron and 436 SFS, Pass and Registration office and submit a new request for badge before a new badge can be reissued.

3.10.4 Base Contracting Office or base point of contact will immediately notify 436 SFS, Pass and Registration when a contractor's employment has been terminated. The Site Supervisors are responsible for notifying and returning the contractor's badge to Pass and Registration when this occurs. At no time will a contractor contact Security Forces directly regarding badge denial; they need to contact the Contracting Office.

3.11 Installation Access: The contractor shall obtain personal contractor identification badge for all employees and vehicle passes for all contractor and personal vehicles requiring entry onto Dover AFB from 436 SFS, Pass and Registration, for the duration of the contract. Employees are only permitted to enter the Installation during the date and time periods indicated on their contractor badge.

3.11.1 Vehicle registration, proof of insurance and a valid driver's license must be presented for all vehicles while operating on the Installation. All vehicles entering the DAFB Main Base, Military Family Housing or sensitive areas are subject to search. Any refusal or non-consent by an employee will result in termination of their base access and immediate confiscation of this access badge.

3.11.2 During Force Protection Condition (FPCON) Normal and Alpha, personnel without base issued badges must be sponsored onto the installation. During FPCON Bravo, Charlie and Delta, personnel without base issued identification shall be physically escorted onto the installation. During Higher FPCONs (Charlie and Delta) the base will normally curtail non-essential operations/functions; access by non-essential Contract operations will be suspended as the direction of the Installation Commander.

3.12 Antiterrorism Awareness Level I Training:

DoD Contractors supporting a Base Service Contract (e.g., Custodial Services, Ground Maintenance, etc.) are highly encouraged to complete AT Awareness Level I training IAW AFI 10-245, *Antiterrorism*, Standard 25, by completing the—Force Protection computer based training (CBT) course through the Joint Knowledge Online (JKO) Learning Management System (LMS) at <http://jko.jten.mil/courses/at11/launch.html> for individuals without access to government Non-classified Internet Protocol Router Network (NIPRNET) computer and who do not possess a CAC card.

