

**PERFORMANCE WORK STATEMENT**  
**FIRE SUPPRESSION SYSTEM MAINTENANCE**

**PART 1**  
**GENERAL INFORMATION**

1. **GENERAL:** This is a non-personal services contract to provide fire suppression system maintenance and repair services to various fire suppression systems located on Fort Leonard Wood (FLW), Missouri. The goal is to support mission accomplishment by providing safe and operational fire suppression systems to facilities identified to receive fire suppression system services under this contract. To meet this goal, close coordination is required between the Contractor and the Contracting Officer's Representative (COR) to efficiently provide fire suppression system maintenance services while minimizing disruptions to operations within the facilities and meeting security requirements. A current listing of fire suppression system locations and data are provided in Technical Exhibits (TE) 2 – 4. The Government shall not exercise any supervision or control over the contract service providers performing the services herein. Such contract service providers shall be accountable solely to the Contractor who, in turn is responsible to the Government.
  - 1.1 **Scope:** The Contractor shall furnish all personnel, labor, equipment, parts and materials necessary to provide inspection, testing, preventative maintenance and repair of dry and wet chemical fire suppression systems, and deep fat fryer high limit switches listed in TEs 2 – 4. Performance shall be in accordance with the standards contained herein and current local, state, and federal regulations.
  - 1.2 **Place of Performance:** The work to be performed under this contract will be performed at the government facilities, located on FLW, identified in TEs 2 – 4.
  - 1.3 **Hours of Operation:** The Contractor is responsible for providing services between the hours of 0730 to 1600, Monday through Friday except Federal holidays or when the Government facility is closed due to local or national emergencies, administrative closings, or similar Government directed facility closings.
    - 1.3.1 **Scheduling:** Scheduled maintenance shall be performed semi-annually in the months of March/April and September/October in all buildings listed in TEs 2 – 5 and shall include all work listed in paragraph 5.1. The Contractor shall provide the COR with a schedule that shall include building numbers and dates inspections will be performed in each building listed in TEs 2 – 5 no later than (NLT) 2 weeks prior to work being performed.
    - 1.3.2 **Work Coordination:** All buildings that service is to be provided in under this contract will be occupied during performance of work. The Contractor shall coordinate his work schedule with the Directorate of Public Works (DPW) Contract and Inspections Section (C&I), Building 2200 (573-596-6259). The MSB will coordinate the schedule with the building occupants to keep any disturbance to a minimum. The Contractor will not be allowed to shut down any building's operation in order to conduct his/her work, therefore the contractor will be responsible for whatever signage, and protection to building and occupants that will be needed to perform work while building operations continue normally.

1.4 Federal Observed Holidays:

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

1.5 Quality Control Program (QCP): The Contractor shall develop, implement and maintain an effective QCP to ensure services are performed in accordance with (IAW) this Performance Work Statement (PWS). The QCP, including any changes, shall be forwarded to and accepted by the Contracting Officer (KO). The Contractor shall develop and implement procedures to identify, prevent, and ensure non-recurrence of deficiencies and shall review the plan with his onsite personnel to ensure complete understanding. The Contractor's QCP is the means by which the Contractor assures that the work complies with the requirement of the contract. The QCP must be provided within 30 days of the notice to proceed and shall be kept current, reflecting the pertinent contract modifications and building changes or conditions, with updates being submitted within five (5) days of changes being made. The QCP must be IAW the Performance Requirements Summary (PRS) (TE 1) of this contract. The plan shall include but is not limited to the following:

- The name of the Project Manager
- A communication plan that shall describe methods of direct and indirect communication with the Government regarding performance of the contract.
- An inspection system covering all the services listed on the PRS. The inspection plan shall specify the areas to be inspected on both a scheduled and unscheduled basis, and the individual who will perform the inspections.
- The Contractor shall give immediate written notice to the KO or COR of any condition which is discovered that may present a hazard to either the equipment or occupants.
- The method(s) for identifying and preventing defects in the quality of service performed before the level of performance becomes unacceptable.
- On site records of all inspections conducted by the Contractor and necessary corrective action taken. This documentation shall be made available to the KO and/or COR during the term of the contract.

1.6 Government Performance Assessments: Government performance assessments will be used to evaluate the contractor's performance under this contract. The Government has the right to inspect and test all services called for by the contract and commitments made by the Contractor during the solicitation process, to the extent practicable at all places and times during the term of the contract. The Government will perform inspections and tests in a manner that will not unduly delay the work. If any of the services performed do not conform to contract requirements, the Government may require the Contractor to perform the services again in conformity with contract requirements, at no increase in contract amount. When the defects in services cannot be corrected by re-performance, the Government may: (1) require the Contractor to take necessary action to ensure that future performance conforms to contract requirements, and (2) reduce the contract price to reflect the reduced value of the services performed. If the Contractor fails to promptly perform the services again or take the action necessary to ensure future performance in conformity with contract requirements, the Government may: (1) by contract or otherwise, perform the services and charge to the Contractor any cost incurred by the Government that is directly related to the performance of such service, or (2) terminate for cause. "Services", as used in this clause, includes services performed, workmanship, and material furnished or used in performing services.

- 1.6.1 This PWS includes a PRS (see TE 1). The performance standards in the PRS establish the performance level required to meet the contract requirements. The Performance Standard column of the PRS lists a brief summary of verifiable, measurable levels of service. The PRS includes the acceptable quality level and the method of surveillance. The Government may change the PRS in order to optimize efforts and insure that we are measuring the correct objectives. All such changes would be bi-lateral modifications to the basic contract.
- 1.6.2 A Government Inspector may accompany Contractor personnel during regular maintenance, service calls, or other work visits to observe and / or ask for explanation of work performed. The intent is not to delay the Contractor in any way.
- 1.6.3 Performing quality assurance in accordance with the PRS does not preclude the Government from conducting inspections as defined in Federal Acquisition Regulation (FAR) 52.212-4 Contract Terms and Conditions for Commercial Items for Inspection/Acceptance.
- 1.6.4 If performance or quality measures are not being met by the Contractor, the Government will revisit the QCP and may request revisions. Upon review of the plan and related documents, the Government will take appropriate action to ensure that all quality and performance measures are met as specified in this contract.
- 1.6.5 If it is found that the fire suppression systems and associated equipment have deficiencies due to the Contractor's performance, workmanship or materials furnished, the Contractor will be notified of these deficiencies and it shall be their responsibility to make the necessary corrections within three (3) calendar days.
- 1.7 Workmanship: Workmanship shall be equal to the best practices common to the trade and shall conform to National Fire Protection Association Standards (NFPA 17, 17A and 96) and any criteria hereinafter listed.
- 1.7.1 The Contractor shall be liable for any losses or damages incurred to the Government due to the Contractor's carelessness, negligence, improper or untimely maintenance and repair of equipment listed hereinafter.
- 1.7.2 The Contractor is required to conduct business in a professional and customer service oriented manner. Contractor personnel shall conduct all operations in such a manner as to minimize any inconvenience to the building occupants.
- 1.7.3 All worksites shall be kept free of litter or other debris at all times. Upon completion of work all residual materials shall be removed from the site, and the area left clean. All debris shall be lawfully disposed of off the installation
- 1.8 Post Award Conference / Performance Evaluation Meetings: The Contractor agrees to attend any post award conference convened by the contracting activity or contract administration office in accordance with FAR Subpart 42.5. If necessary, the KO and COR shall have performance evaluation meetings 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 apprise the Government of problems, if any, being experienced. Appropriate action shall be taken to resolve outstanding issues.
- 1.9 Contracting Officer's Representative (COR): The COR monitors all technical aspects of the contract and assists in contract administration. The COR is authorized to perform the following functions: Assure that the Contractor performs the technical requirements of the contract; perform inspections

necessary in connection with contract performance; maintain written and oral communications with the Contractor concerning technical aspects of the contract; issue written interpretations of technical requirements, including Government drawings, designs, and 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. The COR is not authorized to change any of the terms and conditions of the resulting order.

#### 1.10 Personnel

1.10.1 Contractor Key Personnel: The Contractor shall provide an on-site contract manager who shall be responsible for the performance of the work and shall be the central point of contact with the Government. 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 KO. The contract manager or 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 from 0730 to 1600, Monday through Friday when maintenance and services are being performed on this contract, except Federal holidays or when the Government facility is closed for administrative reasons. Since this is a performance-based contract, the manpower and labor mix of employees to perform this contract remain the discretion of the Contractor for all services addressed in the TEs.

1.10.2 Other Personnel: The Contractor may not hire off-duty Government Quality Assurance Evaluators (QAE) or any Government employee causing a conflict with Department of Defense (DOD) Directive 5500.7-R, Joint Ethics Regulation.

1.10.3 Special Qualifications: All work shall be accomplished by mechanics skilled and certified IAW UFC 3-601-02 Operation and Maintenance: Inspection, Testing and Maintenance of Fire Protection Systems. The contractor personnel shall have all applicable licenses, permits and certifications required to perform work on fire suppression systems as required by NFPA 17 / 17A / 96, local, state, federal and safety laws and regulations. Contractor shall present proof of certifications in written or digital form NLT 2 weeks prior to work being performed / When renewed / For each new employee prior to certified work being performed by employee. There shall be a minimum of one certified person performing work at each inspection. Certified personnel shall perform work only on the systems for which these personnel have been specifically qualified. To perform work under this contract the Contractor must be certified to perform work on each of the systems listed in TEs 2 – 4.

1.10.4 Identification of Contractor Employees: All contract 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 in the minds of members of the public that they are Government officials. They must also ensure that all documents or reports produced by Contractors are suitably marked as Contractor products or that Contractor participation is appropriately disclosed.

1.10.4.1 Rosters: For installation security purposes, the Contractor shall provide the KO a list of all employees who will perform work under this contract. The list shall include name, badge number and work assignment of each employee. The Contractor shall maintain revisions and updates to this list and submit them to the KO/COR monthly.

1.10.4.2 Employee Badges: The Contractor shall furnish each employee a contract identification badge that shall be conspicuously displayed when working. The

ID badge shall include the full name of the employee, company name, a badge serial number and the employee's picture.

- 1.10.5 Contractor Personnel Conduct: Contractor personnel's conduct shall not reflect discredit upon the Government. The Contractor shall ensure that personnel present a professional appearance. The Contractor's employees shall observe and comply with all local policies and procedures concerning fire, safety, environmental protection, sanitation, security, and possession of firearms or other lethal or illegal weapons or substance. The Contractor is responsible for ensuring that any contractor employees providing services under this contract conduct themselves and perform services in a professional, safe, and responsible manner. The Contractor shall remove from the job site any employee for reasons of misconduct or security. The Contractor shall ensure no contractor employee conduct political related activities or events on the Installation.
- 1.11 Payments and Pricing: The Contractor shall submit a task list with each Wide Area Work Flow (WAWF) invoice showing which tasks are being billed for.
- 1.11.1 All costs associated with the performance of regular maintenance work, to include minor maintenance and repair parts, transportation expenses, labor costs, or expenses associated with supplying minor maintenance and repair parts to perform scheduled maintenance shall be included in the bid price for the applicable maintenance line item.
- 1.11.2 The Contractor will be reimbursed for parts and materials required to accomplish the work specified. Not included are minor maintenance and repair parts, e.g. lubricants, tape, nuts, bolts, etc. which shall be included in the contract line items for maintenance and repair. All parts and / or materials replaced under this contract shall be made available to the DPW MSB for verification of defectiveness prior to payment. The Contractor will not be paid for replacement of parts and / or materials found to be in good working order after replacement.
- 1.11.3 The amount billed for purchased parts and materials shall include the Contractor's invoice cost adjusted for available discounts and inbound transportation. No other expenses are allowable, to include overhead, general and administrative costs, or profit. The amount billed shall not exceed the cost of the same or similar parts and materials obtained in the normal course of business for the Contractor's commercial work of the lowest cost that is reasonably available to the Contractor, whichever is lower. The Contractor shall under no circumstances utilize or bill the Government for any combination of parts and / or materials during the contract term or any option year, in excess of those amounts found in the schedule without the permission of the KO.
- 1.11.4 Other than Fair Wear and Tear: The Contractor shall immediately notify COR if they find evidence a problem exists due to other than fair wear and tear. This includes repairs necessitated by fire, theft, vandalism, malicious mischief, misuse, or abuse by anyone other than the Contractor, his employees, sub-contractors, servants or agents. Upon request, the Contractor shall submit a proposal to the KO to repair the damage. This proposal shall include all amounts including repair parts. If accepted, the KO will give the Contractor a notice to proceed (email) with repairs. Payment will be made per the Contractor's proposal using the contract line items for repairs titled Labor- other than fair wear and Parts- other than fair wear and tear.
- 1.12 Record Keeping: The Contractor shall maintain detailed, complete and accurate records, for example, supplier invoices, written quotations, etc. to document compliance with this paragraph and make these records available for examination by the KO and / or COR when requested. The contractor shall submit inspections sheets to the COR for maintenance performed, no later than (NLT) 10 days of completion of inspections. Inspection sheets shall include a summary of deficiencies and repairs made to correct the deficiencies. The Contractor shall provide a summary report of deficiencies for all systems.

- 1.13 Environment and OSHA: The Contractor shall comply with all local, state, and Federal environmental and occupational safety laws, rules, and regulations. Any apparent conflict between compliance with such local, state and Federal laws, rules and regulations, and compliance with the requirements of the contract shall be immediately brought to the attention of the KO and/or the COR for final resolution. The Contractor shall notify the KO and COR in writing in addition to any verbal notification of such conflicts within 24 hours of occurrence. The Contractor shall be liable for all fines, penalties, and costs which result from violations of, or failure to comply with, all such local state, or Federal laws, rules, and regulations. All unsafe acts or conditions fostered by the Contractor or Contractor personnel may be grounds for the KO or COR, to halt all Contractor performance with a commensurate deduction of monies due the Contractor until such unsafe conditions are corrected. The Contractor shall take due caution not to endanger personnel during performance of this contract. Upon discovery of any hazard such as, but not limited to, fire, or large fuel spill, the Contractor shall immediately notify the KO or COR.
- 1.14 Security Requirements: Personnel employed by the Contractor or any representative of, or agent of the Contractor, entering this post shall conform to the post security regulations.
- 1.14.1 Physical Security: The Contractor shall safeguard all government equipment, information and property provided for Contractor use. At the close of each work period, government facilities, equipment, and materials shall be secured.
- 1.14.2 Key Control: The Contractor shall establish and implement methods of making sure all keys/key cards issued to the Contractor by the Government are not lost or misplaced and are not used by unauthorized persons. NOTE: All references to keys include key cards. No keys issued to the Contractor by the Government shall be duplicated. The Contractor shall develop procedures covering key control that shall be included in the QCP. Such procedures shall include turn-in of any issued keys by personnel who no longer require access to locked areas.
- 1.14.2.1 Lost keys shall be reported immediately to the COR and the KO. In the event keys, other than master keys, are lost or duplicated, the Contractor shall, upon direction of the KO, re-key or replace the affected lock or locks; however, the Government, at its option, may replace the affected lock or locks or perform re-keying. When the replacement of locks or re-keying is performed by the Government, the total cost of re-keying or the replacement of the lock or locks shall be deducted from the monthly payment due the Contractor. In the event a master key is lost or duplicated, all locks and keys for that system shall be replaced by the Government and the total cost deducted from the monthly payment due the Contractor.
- 1.14.2.2 The Contractor shall prohibit the use of Government issued keys by any persons other than the Contractor's employees. The Contractor shall prohibit the opening of locked areas by Contractor employees to permit entrance of persons other than Contractor employees engaged in the performance of assigned work in those areas, or personnel authorized entrance by the KO.
- 1.14.2.3 Lock Combinations: The Contractor shall establish and implement methods of ensuring that all lock combinations are not revealed to unauthorized persons. The Contractor shall ensure that lock combinations are changed when personnel having access to the combinations no longer have a need to know such combinations. These procedures shall be included in the Contractor's QCP.
- 1.14.3 Any lost and found articles found by the Contractor or his employees, regardless of value, shall be reported the COR and turned into the MP Desk at Building 1000.

1.15 Antiterrorism and Operations Security: Contractor and all associated subcontractor employees shall comply with adjudication standards and procedures using the National Crime Information Center Interstate Identification Index and Terrorist Screening Database (Army Directive 2014-05 / AR 190-13); applicable installation, facility and area commander installation and facility access and local security policies and procedures (provided by Government representative); or, at OCONUS locations, IAW status-of-forces agreements and other theater regulations.

1.15.1 Antiterrorism (AT) Level I Training: All contractor and sub-contractor employees requiring access to Army installations, facilities and controlled access areas shall complete AT Level I awareness training. IAW AR 525-13, 3 DEC 19, AT Level I Awareness training will be conducted by a certified Level II trained ATO. For contracts that cross fiscal years, or for contracts with option years, all contractor personnel shall complete annual AT Level I awareness training. The Installation AT Office or a certified Level II trained ATO on the installation will provide the training. Contact information for this Government employee will be provided at the kick-off meeting.

1.15.1.1 The Installation AT Office or a certified Level II trained ATO will provide a one-hour training session conducted on FLW for Contractor personnel working on this installation. The COR will coordinate this training at the time of task order modification or award. Contractor personnel working at installations other than FLW shall coordinate with the COR and local AT offices to obtain training applicable to that installation.

1.15.1.2 Contractors shall provide a list of personnel trained to the COR within five (5) business days of completion of training.

1.15.2 Operations Security (OPSEC)

1.15.2.1 The OPSEC Plan and User Agreement. The OPSEC Plan and User Agreement will be available for Contractors to review through the Installation OPSEC Officer. The Contracting Officer's Representative (COR) will ensure the Contractor is aware of the Installation's OPSEC Plan and is in compliance with the Installation's OPSEC Plan during contract performance.

1.15.2.2 Pursuant to AR 530-1, Operations Security, All Contractor personnel must complete initial Level I OPSEC training within 30 calendar days of beginning performance on this contract. For contracts that cross fiscal years, or for contracts with option years, all contractor personnel shall complete annual OPSEC awareness training to be provided by the Installation OPSEC Office or a certified Level II trained OPSEC Officer. Contact information for this Government employee will be provided at the kick-off meeting.

1.15.2.3 The Installation OPSEC Office, or a certified Level II trained OPSEC Officer, will provide Level I OPSEC training on Fort Leonard Wood for Contractor personnel working on this installation. The COR will coordinate this training at the time of task order modification or award.

1.15.2.4 Contractor shall provide a list of personnel trained to the COR within five (5) business days of completion of training. Contractor personnel working at installations other than FLW shall coordinate with the COR and local OPSEC Office to obtain training applicable to that installation.

1.15.3 iWatch Training: Within 10 calendar days of contract award and within 10 calendar days of new contractor employees commencing work on this contract, all Contractor and sub-contractor employees shall review the FLW Directorate of Emergency Services (DES) web

link for iWatch training located at <http://www.wood.army.mil/LEC/iWatch/iWatch.htm>. This locally developed training will inform employees of types of behavior to watch for and how to report suspicious activity. Suspicious activity shall be reported to the COR or KO.

- 1.15.4 Access and General Protection/Security Policy and Procedures: FLW Automated Installation Entry (AIE) Pass Transition. The included instructions/form for requesting a Ft. Leonard Wood AIE pass supersede those previously communicated. The AIE pass form (see attached) has been revised for applicants to provide citizenship status, Foreign Nationals Alien Registration/Passport number and Country of Birth information. An electronic copy of the spreadsheet will be sent via email for your use. As with the previous version, all information must be typed; handwritten and incomplete requests will not be processed. Once completed, submit the form to your sponsor via email or US mail.

Your sponsor will add the FPCON level, days, and times for entry and will forward it to the Visitor Control Center (VCC) for background screening and pass processing. The sponsor will send it via encrypted email to this address: [usarmy.leonardwood.id-training.list.usag-flw-des-visctr-ownrs@army.mil](mailto:usarmy.leonardwood.id-training.list.usag-flw-des-visctr-ownrs@army.mil). VCC personnel will notify sponsors when background screenings are completed, and passes are ready for pickup. Sponsors will then notify you that your pass is ready for pick up at the VCC. You will need bring a valid picture ID and turn in Mobilisa passes, as they will no longer be authorized. As a reminder, the Mobilisa pass application portal is no longer used. Regardless of the expiration date of an existing Mobilisa pass, ALL pass holders are required to get the new AIE pass. Person(s) that do not submit for the new AIE pass may experience delays entering FLW.

If a retiree, or DOD ID card holder, wishes to gain employment on the installation as a contractor, then that person's "status" will change to a contract employee, which triggers the requirement for an employment background check and an NCIC-III check for access to the installation.

- 1.15.5 Contractor Employees Who Require Access to Government Information Systems: All contractor employees with access to a government information system (IS) must be registered in the Army Training Certification Tracking System (ATCTS) at commencement of services, and must successfully complete the DOD Information Assurance Awareness prior to access to the IS and then annually thereafter.

#### 1.16 Emergency Services

- 1.16.1 The Contractor shall have competent personnel trained and capable of dealing with minor personnel injuries. The Contractor of their employees shall immediately notify their supervisor of any accident requiring emergency medical treatment. The Contractor will, in turn, notify the KO or COR within 30 minutes of the incident.
- 1.16.2 Emergency medical treatment and services for Contractor personnel is the responsibility of the Contractor.

#### 1.17 Local Instructions

- 1.17.1 Use of Tobacco Products on Fort Leonard Wood: The Contractor and its employees shall be familiar with and shall comply with the provisions of Command Policy 05, Implementing Guidance Smoke-Free Work Place, dated 26 Oct 2020. The Contractor, upon request, shall be furnished with a copy of this Policy Memorandum. However, failure to request a copy of the memorandum will not relieve the Contractor from complying with the requirements of this paragraph.



- 1.17.2 Prevention of Trainee Abuse: The Contractor and its employees shall be familiar with and shall comply with the provisions of FLW Regulation 350-6 (Chapter 2-4 in particular), Initial Entry Training (IET) Training Policies and Administration, dated 8 December 2022, as presently written and as subsequently amended. The Contractor, upon its request, shall be furnished with a copy of FLW Regulation 350-6. However, failure to request a copy of the regulation will not relieve the Contractor from complying with the requirements of this paragraph.
- 1.17.3 Employees of Contractor: The Contractor shall be responsible for the performance and conduct of his employees, to include subcontractor employees, at all times while performing under this contract. Employees of the Contractor or subcontractor may be denied entry to the installation by the military police or other authorized Government authority if it is determined that such entry may be contrary to good order, discipline or the security of the installation. Pursuant to 18 U.S.C. 1382, the Installation Commander may bar individuals from entry on the installation.
- 1.17.4 Liability of Contractor: The Contractor shall be liable for injuries or damages to persons or property resulting from the negligent acts or omissions of the Contractor, his agents, employees and/or subcontractors.
- 1.17.5 Accident Prevention and Safety Requirements
- 1.17.5.1 In order to provide safety controls for protection to the life and health of employees and other persons, for prevention of damage to property, materials, supplies and equipment, and for avoidance of work interruption in the performance of this contract, the Contractor shall comply with all pertinent provisions of the Occupational Safety and Health Act of 1970, Public Law 91-596. The Contractor shall also take or cause to be taken such additional measures as the KO may determine to be reasonable and necessary for the purpose.
- 1.17.5.2 The Contractor shall maintain an accurate record of, and shall report to the KO in the manner and on the forms prescribed by the KO, exposure data and all accidents resulting in death, traumatic injury, occupational disease and damage to property, materials, supplies, and equipment incident to work performed under this contract.
- 1.17.5.3 The KO will notify the Contractor of any non-compliance with the forgoing provisions and the action to be taken. The Contractor shall, after receipt of such notice, immediately take corrective action. Such notice, when delivered to the Contractor or his representative at the site of the work, shall be deemed sufficient for this purpose. If the Contractor fails or refuses to comply promptly, the KO may issue an order stopping all or part of the work until satisfactory corrective action has been taken. No part of the time lost due to any such stop orders shall be made the subject of claim for extension of time or for excess costs or damages by the Contractor.
- 1.17.5.4 Compliance with the provisions of this clause by subcontractors shall be the responsibility of the Contractor.
- 1.17.6 Contractor Correspondence Requirements: All Contractor and subcontractor originated correspondence under this contract shall be on the originating firm's letterhead, except in the case where pre-printed Government forms are used, shall be typed or handwritten in a legible manner, and shall be submitted in the signed original, with supporting copies as required by the KO.

**PART 2**  
**DEFINITIONS AND ACRONYMS**

2. DEFINITIONS AND ACRONYMS

- 2.1 Definitions: Definitions of special terms and phrases used herein are included in AR 310-25 with the addition of the following:
- 2.1.1 Acceptable Quality Level (AQL): The AQL is the maximum percent defective (or the number of defects per hundred units) that, for purposes of sampling inspection can be considered satisfactory.
- 2.1.2 Cannibalize: Remove parts from Government property for use or for installation on other Government property.
- 2.1.3 Consumable Materials: Items used in the routine maintenance and repair of equipment but not considered a specific part for a specific piece of equipment. Examples of consumable materials are bulk items such as grease, oil, lubricants, wire connectors, screws, nuts or other items that are normally considered consumable in commercial maintenance and/or repair function.
- 2.1.4 Construction: Erection, installation or assembly of a new facility; addition, expansion, extension, alteration, conversion, or replacement of an existing facility; or relocation of a facility from one location to another. Includes equipment installed and made a part of such facilities, and related site preparation, excavation, filling, and landscaping, or other land improvements.
- 2.1.5 Contract administrator: The official government representative delegated authority by the contracting officer to administer a contract. This individual is normally a member of the appropriate contracting/procurement career field and advises on all technical contractual matters.
- 2.1.6 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.
- 2.1.7 Contractor Acquired Property: Property acquired, fabricated, or otherwise provided by the Contractor for performing a contract and to which the Government has title.
- 2.1.8 Contracting Officer (KO): A person with authority to enter into, administer, and or terminate contracts, and make related determinations and findings on behalf of the government. Note: The only individual who can legally bind the government.
- 2.1.9 Contracting Officer's Representative (COR): An employee of the U.S. Government appointed by the contracting officer to administer the contract. Such appointment shall be in writing and shall state the scope of authority and limitations. This individual has authority to provide technical direction to the Contractor as long as that direction is within the scope of the contract, does not constitute a change, and has no funding implications. This individual does NOT have authority to change the terms and conditions of the contract.
- 2.1.10 Debris: Includes, but is not limited to paper, cans, bottles, limbs and branches, pine straw and pine cones, leaves, rocks and other similar items.

- 2.1.11 Defective Service: A service output that does not meet the standard of performance associated with the PWS.
- 2.1.12 Deliverable: Anything that can be physically delivered, but may include non-manufactured things such as meeting minutes or reports.
- 2.1.13 Equipment: A tangible item that is functionally complete for its intended purpose, durable, nonexpendable, and needed for the performance of a contract. Equipment is not intended for sale, and does not ordinarily lose its identity or become a component part of another article when put into use. Equipment does not include material, real property, special test equipment or special tooling.
- 2.1.14 Facilities: All items of Real Property other than land.
- 2.1.15 Fiscal Year (FY): A period of 12 months beginning 1 October and ending 30 September of the following year. The fiscal year is designated by the calendar year in which it ends.
- 2.1.16 Government Furnished Property (GFP): Property in the possession of, or directly acquired by, the Government and subsequently furnished to the contractor for performance of a contract.
- 2.1.17 Government Property (GP): All property owned or leased by the Government. Government property includes both Government-furnished property and contractor-acquired property. Government property includes material, equipment, special tooling, special test equipment, and real property. Government property does not include intellectual property and software.
- 2.1.18 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. The prime contractor is responsible for performance of all subcontractors.
- 2.1.19 Loss of Government Property: Unintended, unforeseen or accidental loss, damage, or destruction of Government property that reduces the Government's expected economic benefits of the property. Loss of Government property does not include occurrences such as purposeful destructive testing, obsolescence, normal wear and tear, or manufacturing defects. Loss of Government property includes, but is not limited to:
- Items that cannot be found after a reasonable search
  - Theft
  - Damage resulting in unexpected harm to property requiring repair to restore the item to usable condition
  - Destruction resulting from incidents that render the item useless for its intended purpose or beyond economical repair
- 2.1.20 Material: Property that may be consumed or expended during the performance of a contract, component parts of a higher assembly, or items that lose their individual identity through incorporation into an end-item. Material does not include equipment, special tooling, and special test equipment or real property.
- 2.1.21 Non-Personal Services: 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. Non personal service contracts are authorized by the government in accordance with FAR 37.102, under general contracting authority, and do not require specific statutory authorization.

- 2.1.22 Performance Requirements Summary: Identifies the key service outputs of the contract that will be evaluated by the Government to assure contract performance standards are met by the Contractor.
- 2.1.23 Physical Security: Actions that prevent the loss or damage of Government property.
- 2.1.24 Property: All tangible property, both real and personal.
- 2.1.25 Property Administrator: An authorized representative of the KO appointed in accordance with agency procedures, responsible for administering the contract requirements and obligations relating to Government property in the possession of a contractor.
- 2.1.26 Property Records: Records created and maintained by the Contractor in support of its stewardship responsibilities for the management of Government property.
- 2.1.27 Provide: To furnish, as in Government-furnished property, or to acquire, as in contractor-acquired property.
- 2.1.28 Quality Assurance: The government procedures to verify that services being performed by the Contractor are performed according to acceptable standards.
- 2.1.29 Quality Assurance Surveillance Plan: An organized document written by the government specifying the surveillance methodology used for surveillance of Contractor performance.
- 2.1.30 Quality Control: All necessary measures taken by the Contractor to assure that the quality of an end product or service shall meet contract requirements.
- 2.1.31 Real Property: See Federal Management Regulation (FMR) 102-71.20 (41 CFR 102-71.20).
- 2.1.32 Sensitive Property: Property that is potentially dangerous to the public safety or security if stolen, lost, or misplaced, or that shall be subject to exceptional physical security, protection, control, and accountability. Examples include weapons, ammunition, explosives, controlled substances, radioactive materials, hazardous materials or wastes, or precious metals.
- 2.1.33 Subcontractor: One that enters into a contract with a prime contractor. The Government does not have privity of contract with the subcontractor.
- 2.1.34 Unit Acquisition Cost:
- For Government-furnished property: The dollar value assigned by the Government and identified in the contract.
  - For contractor-acquired property: The cost derived from the contractor's records that reflect consistently applied generally accepted accounting principles.
- 2.1.35 Wide Area Work Flow (WAWF): A secure web based system for electronic invoicing, receipt, and acceptance. WAWF allows government vendors to submit and track invoices

and receipt/acceptance documents over the web and allows government personnel to process those invoices in a real-time, paperless environment.

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

2.1.37 Work Week: Monday through Friday, unless specified otherwise.

## 2.2 Acronyms:

AQL	Acceptable Quality Level
AT	Antiterrorism
ATCTS	Army Training Certification Tracking System
CFR	Code of Federal Regulations
CMRA	Contractor Manpower Reporting Application
CONUS	Continental United States (excludes Alaska and Hawaii)
COR	Contracting Officer Representative
DA	Department of the Army
DES	Directorate of Emergency Services
DFARS	Defense Federal Acquisition Regulation Supplement
DMDC	Defense Manpower Data Center
DOD	Department of Defense
DPW	Directorate of Public Works
EO	Executive Order
EPA	Environmental Protection Agency
FAR	Federal Acquisition Regulation
FLW	Fort Leonard Wood
FMR	Federal Management Regulation
FPCON	Force Protection Condition
FSC	Federal Service Code
HIPAA	Health Insurance Portability and Accountability Act of 1996
HQDA	Headquarters, Department of the Army
IAW	In Accordance With
IA	Information Assurance
IET	Initial Entry Training
IS	Information System
IT	Information Technology
KO	Contracting Officer
MSB	Municipal Services Branch
MSCoE	Maneuver Support Center of Excellence
NLT	No Later Than
OCI	Organizational Conflict of Interest
OCONUS	Outside Continental United States (includes Alaska and Hawaii)
OPSEC	Operations Security
PIPO	Phase In/Phase Out
POC	Point of Contact
POP	Period of Performance
PRS	Performance Requirements Summary
PWS	Performance Work Statement
QA	Quality Assurance
QAE	Quality Assurance Evaluator
QAP	Quality Assurance Program
QC	Quality Control
QCP	Quality Control Program
TE	Technical Exhibit

UIC  
VCE-ARC  
WAWF

Unit Identification Code  
Virtual Contracting Enterprise-Acquisition Resource Center  
Wide Area Work Flow

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**PART 3**  
**GOVERNMENT FURNISHED PROPERTY, EQUIPMENT, AND SERVICES**

3. GOVERNMENT FURNISHED ITEMS AND SERVICES: There is no Government furnished services, facilities, equipment or materials provided; except that the Government will provide the necessary utilities, water, electric, etc. necessary to perform the work if they are available at the work site(s).

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**PART 4**  
**CONTRACTOR FURNISHED ITEMS AND SERVICES**

4. CONTRACTOR FURNISHED ITEMS AND RESPONSIBILITIES

- 4.1 General: The Contractor shall furnish all equipment, materials, supplies, services and employee training required to achieve the quality performance standards of the work in this contract, unless otherwise specified herein.
- 4.2 Manufacturer's Parts: The Contractor shall provide only new or factory-rebuilt parts used by the manufacturers of the equipment for replacement or repair, and to use only those lubricants obtained from and/or recommended by the manufacturer of the equipment. Equivalent parts or alternative lubricants may be used only if approved in writing by the KO or COR.
- 4.3 Compatibility: All Contractor-furnished property and services shall be compatible with existing Government systems. If Contractor-furnished parts are of a design or manufacture other than that existing, the parts shall be submitted to the COR for approval before they are installed, and shall not void warranties of the system.

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## PART 5 SPECIFIC TASKS

### 5. SPECIFIC TASKS:

- 5.1 Responsibilities: The Contractor shall inspect, maintain, hydrostatically test, recharge, clean, change fusible links, and tag the fire extinguishing systems listed in TEs 2 – 5. The following tasks, at a minimum, shall be accomplished semiannually unless otherwise noted. Work shall be performed in such a manner to meet the performance requirements stated herein. Penalties shall be assessed IAW the PRS (TE 1).
- 5.1.1 Inspect and test alarms, appliance shutdowns, deep fat fryer high limit switches located within the buildings, and other associated equipment for proper operation. The Contractor shall repair or adjust equipment as required.
  - 5.1.2 Inspect and check all expellant gas containers by pressure or weight against required minimums. Recharge as required.
  - 5.1.3 Inspect and check all dry chemical containers by pressure and weight against required minimums. Recharge as required. Inspect and check all dry chemical agents in the storage container to determine the existence of lumps. Dry chemicals shall be maintained in a free-flowing powder condition. Replace as required.
  - 5.1.4 Inspect all piping for leaks and repair leaks as required. Clean and align nozzles. Replace damaged nozzles as required.
  - 5.1.5 Fusible links and brackets of the proper fixed temperature shall be replaced semi-annually with one dated with the current year and installed in such a manner that the date can be read without turning the link. Existing links shall be turned into the DPW Contract Inspection Branch at the time of replacement. Links shall be compatible with the system and shall not void warranties.
  - 5.1.6 Systems shall be properly sealed and tagged showing the date of inspection, condition of the system and the name of the person(s) and company performing the inspection. Tags at the site shall be marked clearly reporting the date the fusible links were last changed.
  - 5.1.7 Systems shall be restored to operating positions immediately after the inspection is complete.
  - 5.1.8 The Contractor shall test deep fat fryer high limit switches for proper operation. The Contractor shall provide a certification tag on the deep fat fryers stating the high limit switches are operating properly. If a high limit switch is found to be defective, the Contractor shall provide a red tag on the deep fat fryer stating the reason for failure along with the technician's signature and date of inspection.
- 5.2 Modifications or Improvements: Modifications or improvements to the existing equipment or system shall not be made without express written direction from the KO. Suggestions for modifications or improvements shall be submitted in writing to the KO with a detailed description and full justification.
- 5.3 Contractor Responsibility: The Contractor shall be responsible for giving immediate notice to the KO and/or COR of any condition that is discovered that may present a hazard to either the

equipment or building occupants. The Contractor shall be responsible for notifying the KO or COR in writing, of the existence or development of any defects in, or repairs required to, the fire suppression system equipment which they do not consider to be their responsibility under the terms of the contract. Repairs expected to exceed 32 hours shall be reported to the COR.

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**PART 6**  
**DELIVERABLES SCHEDULE**

<b><u>Deliverable</u></b>	<b><u>PWS Paragraph</u></b>	<b><u>Frequency</u></b>	<b><u>Submit To</u></b>
Maintenance Schedule	1.3.1	NLT 2 weeks prior to work being performed	COR
Quality Control Plan (QCP)	1.5	Within 30 days of NTP / Within 5 days of changes being made	KO
Personnel Certifications	1.10.3	NLT 2 weeks prior to work being performed / When renewed / For each new employee prior to certified work being performed by employee	KO & COR
Employee Roster	1.10.4.1	Prior to beginning work on this PWS / Monthly Updates	KO & COR
Inspection Sheets	1.12	NLT 10 days of inspection completion	COR
Written Notification of Conflict with Environmental & Occupational Safety Laws, Rules and Regulations	1.13	Within 24 hours of occurrence	KO & COR
Key Control Procedures	1.14.2	Include in QCP	KO
AT Level 1 Certificates of Completion (1)	1.15.1	NLT 5 days of training completion	COR
OPSEC Training Attendance List	1.15.2	NLT 5 days of training completion	COR
iWatch Certificates of Completion (1)	1.15.3	NLT 5 days of training completion	COR

**NOTES:**

- (1) Complete training within ten (10) calendar days of contract award; or for new employees within ten (10) working days of beginning performance on this contract. For contracts that cross fiscal years, or for contracts with option years, all contractor personnel shall complete annual AT Level 1 awareness training.

**PART 8**  
**APPLICABLE PUBLICATIONS**

8. APPLICABLE PUBLICATIONS (CURRENT EDITIONS): The Contractor must abide by all applicable regulations, publications, manuals, and local policies and procedures. Any Contractor provided publications are to be procured and maintained at Contractor's expense.

<u>Number</u>	<u>Title</u>
FAR 52.212-4	Contract Terms and Conditions for Commercial Items for Inspection / Acceptance
FAR Subpart 42.5	Post Award Orientation
DOD Directive 5500.7-R	Joins Ethics Regulation
FAR Subpart 9.5	Organizational and Consultant Conflicts of Interest
AR 530-1	Operations Security
Command Policy 19-03	Implementing Guidance Smoke-Free Work Place
FLW 350-6	Initial Entry Training Policies and Administration
18 USC 1382	Entering Military, Naval or Coast Guard Property
Occupational Safety and Health Act of 1970	Public Law 91-596
AR 310-25	Dictionary of United States Army Terms
FAR 37.102	Service Contracting – General – Policy
FMR 107-71.20 (41 CFR 102-71.20)	What Definitions Apply to GSA's Real Property Policies
UFC 3-601-02	Operation and Maintenance: Inspection, Testing, and Maintenance of Fire Protection Systems
NFPA 17	Standard for Dry Chemical Extinguishing Systems
NFPA 17A	Standard for Wet chemical Extinguishing Systems
NFPA 96	Standard for Ventilation Control and Fire Protection of Commercial Cooking Operations

**PART 9**  
**TECHNICAL EXHIBIT LISTING**

9. TECHNICAL EXHIBIT LIST

- 9.1 Technical Exhibit 1 – Performance Requirements Summary
- 9.2 Technical Exhibit 2 – AAFES Facilities
- 9.3 Technical Exhibit 3 – MWR Facilities
- 9.4 Technical Exhibit 4 – Other Facilities

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