DEPARTMENT OF THE AIR FORCE
105TH AIRLIFT WING (ANG)
ONE MAGUIRE WAY
NEWBURGH NY 12550-5075

STATEMENT OF WORK (SOW)

FOR

WHAY142004 – Bldg. 200 Energy Repairs/Upgrades

1.0 General:

1.1 Scope: The contractor shall provide all personnel, equipment, tools, materials, supervision, and quality control necessary, except as specified in Paragraph 3.0 as Government Furnished, to perform work as defined in this PWS.

1.2 Background: This project provides critical energy efficiency upgrades for Building 200. The existing building envelope components are aged and inefficient, and this project aims to reduce energy loss and modernize facility systems by replacing doors, windows, and skylights and installing a new heating system.

1.3 Period of Performance (PoP): The Period of Performance shall be 180 calendar days.

1.4 General Information:

1.4.1 Quality Control (QC): The contractor shall develop and maintain an effective QC Plan (QCP) to ensure services are performed in accordance with this PWS. The contractor shall develop and implement procedures to identify, prevent, and ensure non-recurrence of defective services. The contractor's QCP is the means by which it assures itself that its work complies with the requirements of the contract.

1.4.1.1 Material and Installation Quality: Material selection and installation techniques must reference Unified Facilities Criteria as applicable including but not limited to: UFC 3-410-01 *Heating, Ventilating, and Air Conditioning Systems*, UFC 4-022-01 - *Design and Construction of Hardened Structures,* UFC 3-600-01 - *Fire Protection Engineering for Facilities*, UFC 3-120-01 - *Exterior Design and Materials*, UFC 4-011-01 *DoD Minimum Antiterrorism Standards for Buildings; UFC 3-110-03 – Design and Planning for Physical Security*

1.4.2 Recognized Holidays: The following are recognized US holidays. The contractor shall coordinate with the 105th Airlift Wing in advance if work will be planned on these days:

1.4.2.1 New Year's Day: January 1st
1.4.2.2 Martin Luther King, Jr.'s Birthday
1.4.2.3 President's Day
1.4.2.4 Memorial Day
1.4.2.5 Juneteenth: June 19th
1.4.2.6 Independence Day: July 4th

1.4.2.7 Labor Day
1.4.2.8 Columbus Day
1.4.2.9 Veteran's Day: November 11th
1.4.2.10 Thanksgiving Day
1.4.2.11 Christmas Day

1.4.3 Place and Performance of Services: Performance shall be at the Stewart Air National Guard Base, Newburgh, NY. The contractor shall at all times maintain an adequate work force for the uninterrupted performance of all tasks defined within this PWS when the Government facility/installation is not closed for the above reasons. When hiring personnel, the contractor shall keep in mind that the stability and continuity of the work force are essential.

1.4.3.1 Unscheduled gate closures by the 105th Base Defense Squadron may occur at any time causing all personnel entering or exiting a closed installation to experience a delay. This cannot be predicted or prevented. Contractors are not compensated for unexpected closures or delays. Vehicles operated by contractor personnel are subject to search pursuant to applicable regulations. Any moving violation of any applicable motor vehicle regulation may result in the termination of the contractor employee's installation driving privileges.

1.4.3.2 The contractor's employees shall become familiar with and obey the regulations of the installation; including fire, traffic, safety and security regulations while on the installation. Contractor employees should only enter restricted areas when required to do so and only upon prior approval. All contractor employees shall carry proper identification with them at all times. The contractor shall ensure compliance with all regulations and orders of the installation which may affect performance. The Government reserves the right to direct the removal of an employee from Government property or revoke access to Government systems for misconduct, security reasons, or any overt evidence of communicable disease. Removal of contractor employees for reasons stated above does not relieve the Contractor from responsibility for total performance of this contract.

1.4.4 Security Requirements. The contractor shall comply with all applicable installation/facility access and local security policies and procedures, which may be obtained from the Contracting Officer. The contractor shall also provide all information required for background checks to meet installation access requirements to be accomplished by installation 105th Base Defense Squadron. The contractor shall ensure compliance with all personal identity verification requirements as directed by DOD, HQDA and/or local policy. Should the Force Protection Condition (FPCON) change, the Government may require changes in contractor security matters or processes. The base access procedures require the contractor, their employees, and subcontractors to submit a background check from the State of Residence of each individual who will need to be granted access to the base. If there are arrests and/or convictions, issuance of the badge is solely up to the discretion of the 105th Base Defense Squadron Command.

1.4.5 Special Qualifications: The contractor shall ensure all employees possess all required licenses for operating the contractor supplied equipment including its proper implementation with the government's equipment for successful performance of this contract.

1.4.6 Post Award Conference/Periodic Progress Meetings: The contractor agrees to attend any post award conference convened by the KO in accordance with Federal Acquisition Regulations Subpart 42.5. The KO and other Government personnel, as appropriate, may meet periodically with the contractor to review the contactor's performance. At these meetings, the Contacting Officer will apprise the contractor of how the Government views the contractor's performance and the contractor shall apprise the Government of problems, if any, being experienced. The contractor shall resolve outstanding issues raised by the Government. Contractor attendance at these meetings shall be at no additional cost to the Government.

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

1.4.8 Identification of Contractor Employees: All contractor personnel attending meetings, answering Government telephones and working in other situations where their contractor status is not obvious to third parties are required to identify themselves as such to avoid creating an impression that they are Government employees. The contractor shall ensure that all documents or reports produced by contractor personnel are suitably marked as contractor products or that contractor participation is appropriately disclosed. The contractor's status as a "contractor" shall be predominantly displayed in all correspondence types (to include signature blocks on e-mail) and dealings with Government or non-Government entities/ Contractor personnel shall wear identification badges distinguishing themselves as such. The badges shall have the company name, employee name and the word "contractor" displayed. The contractor shall retrieve all identification media (including vehicle passes) from their employees who depart employment for any reason. All identification media (i.e., badges and vehicles passes) shall be returned to the KO within 14 days of an employee's departure.

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

1.4.10 Organizational Conflicts of Interest (OCI): The contractor and subcontractor personnel performing services under this contract may receive, have access to or participate in the development of proprietary or source selection information (e.g., cost or pricing information, budget information or analyses, specifications or work statements, etc.) or perform evaluation services which may create a current or subsequent OCIs, as defined in RFO FAR Subpart 9.5. The contractor shall notify the KO immediately whenever it becomes aware that such access or participation may result in any actual or potential OCI and shall promptly submit a plan to the KO to avoid or mitigate any such OCI. The contractor's mitigation plan will be determined to be acceptable solely at the discretion of the KO and in the event the KO unilaterally determines that any such OCI cannot be satisfactorily avoided or mitigated, the KO may affect other remedies as he or she deems necessary, including prohibiting the contractor from participation in subsequent contracted requirements which may be affected by the OCI.

1.4.11 Safety Requirements: The contractor shall comply with all Occupational Safety and Health Act (OSHA), federal, state, and local laws, regulations, and requirements regarding safety, as applicable to the services provided under this contract. In the event safety laws or regulations change during the term of this contract, the contractor is required to comply as such laws come into effect.

1.4.12 Compliance: Failure to comply with these requirements may result in withholding of final payment.

2.0 Definitions and Acronyms:

2.1 Definitions:

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

2.1.2 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.

2.1.3 CONTRACTING OFFICER'S REPRESENTATIVE (COR). An employee of the U.S. Government designated by the KO to monitor contractor performance. 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.

2.1.4 DEFECTIVE SERVICE. A service output that does not meet the standard of performance associated with the Performance Work Statement.

2.1.5 DELIVERABLE. Anything that can be physically delivered and includes non- manufactured things such as meeting minutes or reports.

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

2.1.7 PHYSICAL SECURITY. Actions that prevent the loss or damage of Government property.

2.1.8 QUALITY ASSURANCE. The government procedures to verify that services being performed by the Contractor are performed according to acceptable standards.

2.1.9 QUALITY ASSURANCE SURVEILLANCE PLAN (QASP). An organized written document specifying the surveillance methodology to be used for surveillance of contractor performance.

2.1.10 QUALITY CONTROL. All necessary measures taken by the Contractor to assure that the quality of an end product or service shall meet contract requirements.

2.1.11 SUBCONTRACTOR. One that enters into a contract with a prime contractor. The Government does not have privity of contract with the subcontractor.

2.1.12 WORK DAY. The number of hours per day the Contractor provides services in accordance with the contract.

2.1.13 WORK WEEK. Monday through Friday, unless specified otherwise.

2.2 ACRONYMS:

AFARS	Army Federal Acquisition Regulation Supplement
AR	Army Regulation
AT/OPSEC	Antiterrorism/Operational Security
CFR	Code of Federal Regulations
CONUS	Continental United States (excludes Alaska and Hawaii)
COR	Contracting Officer Representative
COTS	Commercial-Off-the-Shelf
DA	Department of the Army
DD250	Department of Defense Form 250 (Receiving Report)
DD254	Department of Defense Contract Security Requirement List
DFARS	Defense Federal Acquisition Regulation Supplement
DOD	Department of Defense
FAR	Federal Acquisition Regulation
GFP/M/E/S	Government Furnished Property/Material/Equipment/Services
IA	Information Assurance
IS	Information System(s)
KO	Contracting Officer
OCI	Organizational Conflict of Interest
ODC	Other Direct Costs
PII	Personally Identifiable Information
PIPO	Phase In/Phase Out
POC	Point of Contact
PRS	Performance Requirements Summary

PWS	Performance Work Statement
QA	Quality Assurance
QAP	Quality Assurance Program
QASP	Quality Assurance Surveillance Plan
QC	Quality Control
QCP	Quality Control Program
TE	Technical Exhibit

3.0 Government Furnished Property, Material, Equipment and Services (GFP/M/E/S):

NONE

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

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

5.0 Requirement: The Contractor Shall perform the following repairs:

5.1 Building Envelope Demolition: The Contractor shall demolish, remove, and dispose of existing building components in accordance with all provided drawings and applicable regulations. This includes, but is not necessarily limited to, twenty (20) non-insulated coiling overhead doors, two (2) complete ribbon window systems and window treatments, five (5) transoms, and four (4) existing skylights.

5.2 New Building Envelope Installation: The Contractor shall furnish and install twenty (20) new insulated, motor-operated coiling overhead doors, two (2) new thermally-broken ribbon window systems with insulated glass, five (5) transoms, and four (4) new insulated roof caps on the existing skylight curbs, including all necessary roofing patches to ensure a watertight seal.

5.3 New Heating System Installation: The Contractor shall furnish and install seven (7) new low-intensity, gas-fired radiant heaters. This work includes running all new natural gas piping from the existing main, and installing all combustion air intake and exhaust vents through the roof with weatherproof caps.

5.4 Electrical and Controls Installation: The Contractor shall provide all labor and materials to support the new systems. This includes disconnecting the existing overhead door motors and reconnecting the twenty (20) new motors. The contractor shall also furnish and install new 120V circuits to each of the seven (7) new radiant heaters from the existing panelboard. The contractor shall partner with Trane Technologies to connect the new heaters to the existing Building Automation System (BAS) via new programmable thermostats to provide a complete and usable system. Commissioning actions on radiant heaters must be accomplished with a Trane Certified Technician.

MISCELLANEOUS

- Work Hours: All on-site work shall be performed during normal duty hours, 0700-1600 Monday through Friday, excluding federal holidays. Work outside of these hours requires written approval from the Contracting Officer (KO) at least 48 hours in advance.
- Coordination and Site Access: The Contractor shall coordinate all on-site activities with the designated Contracting Officer's Representative (COR). All contractor personnel shall comply with installation access requirements as directed by the 105th Base Defense Squadron. A list of all personnel requiring access shall be submitted to the COR at least 10 business days prior to the start of work.
- Traffic Control Plan: If the project impacts vehicular or pedestrian traffic, the Contractor shall submit a comprehensive Phasing and Traffic Control Plan to the CO/COR for approval prior to the start of work.
- Staging and Storage: The Contractor shall confine all operations, including storage of materials and staging of equipment, to an area designated by the COR. The worksite shall be kept in a clean and orderly condition at all times.
- Submittals: The Contractor shall provide all required material and equipment submittals for Government approval prior to ordering or installing any materials.
- Utility Outages: The Contractor shall coordinate any required utility outages with the COR at least 14 calendar days in advance to ensure minimal disruption to base operations.
- Project Closeout: Upon completion of all construction activities, the Contractor shall remove all temporary facilities, equipment, and debris from the site. The Contractor shall submit one complete set of "As-Built" drawings in both PDF and CAD format to the COR. All manufacturer warranties and Operation & Maintenance (O&M) manuals for installed equipment shall be delivered as part of the closeout package.