PERFORMANCE WORK STATEMENT (PWS)

Arctic Regions Test Center (ARTC) Annual Fire Extinguisher Maintenance Services
22 JAN 2026

Part 1
General Information

1. General: This is a non-personal service contract under which 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. The United States (U.S.) Government shall not exercise supervision or control over the Contractor's employees performing the tasks herein. Such contract employees shall be accountable solely to the Contractor who, in turn shall be responsible to the U.S. Government.

1.1 Description of Services/Introduction: This is a non-personal service(s) contract to provide ARTC's annual fire extinguishers maintenance services.

1.2 Background: ARTC maintains portable fire extinguishers in all required buildings and vehicles in accordance with the following regulations, codes, and standards:

- Army Regulation (AR) 420-5, Facilities Engineering – Army Fire and Emergency Services, 01 September 2024
- Unified Facilities Criteria Design 3-600-01, Fire Protection Engineering for Facilities, With Change 6, 08 August 2016
- National Fire Protection Association (NFPA) 10, Portable Fire Extinguishers, 2026, and
- 29 Code of Federal Regulations (CFR), Occupational Safety and Health Administation (OSHA) Standard 1910.157

The types of extinguishers vary based on the requirements. They are primarily dry chemical type ABC or K for most buildings and vehicles, and type CO2 for server rooms.

The maintenance requirements depend on the type of portable fire extinguisher. All extinguishers are required to be visually inspected and tagged annually in accordance with 29 CFR 1910.157(e)(2), Fire Extinguisher Maintenance Requirements. In addition, based off the manufacturing date on the extinguisher, dry chemical extinguishers require a 6-year recharge service or a 12-year hydrostatic test.

Only trained technicians with the proper equipment should provide these services. Qualifications are as follows:

- Trained Technician must pass a State of Alaska Portable Extinguisher Exam and obtain a permit number.

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- Follow all guidelines per NFP10 and obtain a minium of a Level 2 permit from the state.

1.3 <u>Scope:</u> The Contractor shall provide non-personal service(s). The contractor shall provide all personnel, equipment, supplies, facilities, transportation, tools, materials, supervision, and other items and non-personal services necessary to perform the annual inspection and servicing of the fire extinguishers at ARTC as defined in this Performance Work Statement (PWS) and associated contract documents, except for those items specified in Part 3 Government Property and Services. The Contractor shall perform to the standards in this PWS and associated contract documents.

A qualified technician will perform all necessary work to perform a full inspection of all portable fire extinguishers at the ARTC. The technician will also perform services required based off the inspection condition or the manufacturing date in accordance with 29 CFR 1910.157(e)(2). The qualified service technician will certify the inspection, or services are complete by placing a new inspection tag on each extinguisher.

The inspection will include current tags and annual service for 2025:

Fire Extinguisher List	
Type	Quantity
ABC	230
BC	3
CO2	11
PK	10
K	1
Total	**255**

The annual fire extinguisher inspection and service is mandated by the above cited regulations, codes, and standards, and is important to the safety of ARTC personnel and the test mission. There will be a report submitted within 14 calendar days showing the inspection and servicing of all fire extinguishers reviewable by the customer. After completing the servicing and inspection of the fire extinguishers, the invoice will be submitted via WAWF or the required invoice submittal system within 30 calendar days.

1.4 <u>Objectives</u>: A fully qualified technician shall inspect, service, and tag all portable fire extinguishers to insure the fire extinguishers function properly on an annual basis. The qualified technician shall determine if the extinguisher can be serviced or if the extinguisher is at the end of its life cycle. The qualified technician shall identify extinguishers that are faulty or fail to function properly by deeming the extinguishers "non usable." All work performed shall be in accordance with the regulation, codes, and standards.

1.5 <u>General Information:</u>

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1.5.1 <u>Quality Control Plan (QCP):</u> The Contractor shall develop and maintain a QCP to ensure services are performed in accordance with (IAW) 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 that the work provided complies with the requirements of the contract.

The Contractor's Proposed QCP shall be submitted to the Contracting Officer (KO) through the Contracting Officer's Representative (COR) for review within thirty (30) days after date of contract award as Deliverable #1 .

The Government will review and either notify the Contractor in writing of acceptance of the plan or return their comments to the Contractor within fourteen (14) days. If the Government has provided comments, the Contractor shall then have fourteen (14) days to submit a Final QCP. After receipt of the Final QCP, the Contractor may receive the Contracting Officer's acceptance in writing. Any proposed changes to the accepted QCP are required to be resubmitted for acceptance by the Contracting Officer no later than fourteen (14) days prior to the anticipated change and before implementation by the Contractor. The timeline noted above will apply for review and acceptance for proposed changes. At a minimum, the QCP must include and answer the following to be acceptable:

(a) A chart showing the organizational structure and lines of authority, the names, qualifications, duties, responsibilities, and classification of each member of the Contractor's Quality Control Team;

(b) How the Contractor will monitor work to ensure performance complies with all deliverables (etc. timelines, deadlines, and goals);

(c) How the Contractor will monitor work to ensure performance complies with all specifications and requirements of the contract, including the contract's clauses;

(d) How the Contractor will monitor and ensure staff qualifications remain current and valid including Department of Defense (DoD) Contractor Personnel Office (DOCPER) processes/approvals throughout contract performance;

(e) How the Contractor will ensure all keys issued will remain controlled items (Paragraph 1.7 Key Control);

(f) How the Contractor will inventory and track maintenance of all Government Provided Equipment / Materials;

(g) How the Contractor will identify, investigate, and correct any non-conforming performance and prevent similar deficiencies in the future; and

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(h) How the Contractor will file and save all Quality Control related documents for the life of the contract plus 5 years.

1.5.1.1 An Analysis of Quality Control and Timeliness of Submittals (i.e. deliverables) shall be provided to the COR within thirty (30) days upon completion of each option period as Deliverable #2 Quality Control Analysis

1.5.1.2 The Contractor shall inform the COR of issues or potential issues that might affect the performance within twenty-four (24) hours of identifying those issues. Verbal reports shall be followed up by written reports within seven (7) days as Deliverable #3 Contractor Recognized Performance Issue.

1.5.2 <u>Quality Assurance</u>: The Government will evaluate the Contractor's performance under this contract in accordance with the Quality Assurance Surveillance Plan (QASP). This plan is primarily focused on what the Government must do to ensure that the Contractor has performed in accordance with the performance standards. It defines how the performance standards will be applied, the frequency of surveillance, and the acceptable quality levels (performance thresholds).

1.5.3 <u>Recognized Holidays:</u> The following provides information on recognized holidays for the purpose of the PWS. If submittal of any documentation (e.g. deliverables, submittals, etc.) deadlines fall on a holiday, the closest workday prior to the holiday will apply as the deadline for submittal.

1.5.3.1 <u>U.S. Holidays:</u> Work shall not be performed on U.S. federally recognized holidays occurring during the normal workweek unless otherwise directed by the Contracting Officer. When a U.S. holiday occurs on a Saturday or a Sunday, the holiday is observed on the preceding Friday or following Monday, respectively.

New Year's Day January 1st
M. L. King Memorial Day 3rd Monday in Jan
Presidents Day 3rd Monday in February
Memorial Day last Monday in May
Juneteenth June 19th
Independence Day July 4th

Labor Day 1st Monday in September
Columbus Day 2nd Monday in October
Veteran's Day November 11th
Thanksgiving Day 4th Thursday in November
Christmas Day December 25th

1.5.4 <u>Operating Hours</u>: The Government facility office hours, facility operating hours, and the Contractor support hour requirements often coincide, however, they may differ. Please refer to the following:

1.5.4.1 <u>Government Facility Office Hours</u>: The Government facility office hours are the hours from0600 to 1630 and days of Monday through Thursday except U.S. Holidays identified in paragraph 1.5.3.1 above or when the Government facility is closed

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due to local or national emergencies, administrative closings, or similar Government directed facility closings.

1.5.4.2 Government Facility Operating Hours: The Government facility operating hours occur between the hours of 0600 to 1630 and of days Monday through Thursday. The Government facility is closed for operations during the recognized U.S. Holidays identified in paragraph 1.5.3.1 above. If the Government facility is closed due to local or national emergencies, administrative closings, or similar Government directed facility closings, then this will be communicated by the Contracting Officer to the Contractor. The Government facility is closed for operations during the recognized U.S.

1.5.4.3 Contractor Support Hours: The Contractor shall provide support between the hours of 0800 to 1600, the days Monday through Thursday except when the Government facility is closed during local or national emergencies, administrative closings, or similar Government directed facility closings. The Contractor shall maintain an adequate workforce at all times, for the uninterrupted performance of all tasks defined within this PWS when the Government facility is not closed for the above reasons. When hiring personnel, the Contractor shall keep in mind that the stability and continuity of the workforce is essential.

1.5.4.3.1 Contractor Work Plan: RESERVED

1.5.5 Training Holidays: RESERVED

1.5.6 Place of Performance: The work to be performed under this contract will be performed at ARTC on government facilities, located in and near Fort Greely, Alaska.

1.6 Security Requirements: The following information is provided on security related matters: Contractor personnel performing work under this contract will not have access to classified information or material and do not require a security clearance.

1.6.1 Security Program: RESERVED

1.6.2 Personnel Security Clearance Requirements: RESERVED

1.6.3 Access and general protection/security policy and procedures: Contractor and all associated subcontractor employees shall provide all information required for background checks to meet installation access requirements to be accomplished by installation Provost Marshal Office, Director of Emergency Services or Security Office. Contractor workforce must comply with all personal identity verification requirements (FAR clause 52.204-9, Personal Identity Verification of Contractor Personnel) as directed by DOD, HQDA and/or local policy. In addition to the changes otherwise authorized by the changes clause of this contract, should the Force Protection Condition (FPCON) at any individual facility or installation change, the Government may require changes in contractor security matters or processes.

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1.6.3.1 Escorts: RESERVED

1.6.3.2 Installation Pass Log: In addition, the Contractor shall provide the Contracting Officer, via the COR, an Initial Installation Pass Log within fourteen (14) days unless a non-U.S. citizen then at least thirty (30) days before requiring access to Government installation/facilities to perform the servicing of the ARTC fire extinguishers as Deliverable #4 Installation Pass Log. The log must at a minimum contain the following information to include: Company Name, Driver License & State, Last four (4) of social security number, access date from (start date), access date to (end date), phone number, and sponsor name (ARTC point of contact). The log shall be updated as employees are added or removed. The Updated Installation Pass Log shall be current and available at any time upon request by the Government and submitted to the COR within five (5) days after any changes to the log as Deliverable #4 Installation Pass Log.

1.6.3.3 Individual Termination or Expiration of Employment: The Contractor shall collect the installation access passes the same day employment of an individual has expired or has been terminated and shall return them to the issuing office within one (1) day as Deliverable #5 Return of Installation Access Pass.

1.6.3.4 Contract Termination or Cancellation: Upon termination or cancellation of this contract, the Contractor shall collect all outstanding installation access passes and return them to the issuing office within one (1) day as Deliverable #5 .

1.6.3.5 Common Access Cards (CAC) and CAC Log: RESERVED

1.6.4 Personnel Security Clearance Requirements: RESERVED

1.6.4.1: RESERVED

1.6.5 Background Checks: RESERVED

1.6.5.1 Background Check Notification Requirements: If a background check on any employee or subcontractor employee performing services under this contract, whether the check was conducted as a condition of employment or as part of the contract with the Government, reveals any information from any source (including host country law enforcement) of criminal activity by Contractor employees, subcontractors, or subcontractor employees, the Contractor shall immediately notify the KO and COR of that information. The Contractor shall make notification of:

(1) Traffic violations, other than parking, will be reported to the KO or COR only if the contract is for drivers for the Government;

(2) Any suspicious activity by Contractor employees, subcontractors, or subcontractor employees the Contractor believes may pose a risk to U.S. or host nation national security or imminent risk of deadly bodily harm to any person; and

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(3) Any actions taken against Contractor employees, subcontractors, or subcontractor employees pursuant to this requirement.

1.6.5.2 **Remedies**. In addition to other remedies available to the Government, the Contractor's failure to comply with the requirements of this paragraph may result in requiring the Contractor to remove a contractor employee or employees from the performance of the contract.

1.6.5.3 **Subcontracts**. The Contractor shall include the substance of this paragraph and the preceding paragraph in all subcontracts.

1.6.6 **Uncleared Contractor Common Access Card (CAC) Credentialing and Access Procedures**

1.6.6.1 **Contractor Common Access Card (CAC) Eligible Requirements**: RESERVED

1.6.6.1.1 Federal Installation/Facility Access: Contractor and all associated sub-contractor employees shall comply with applicable installation, facility and area commander installation/facility access and local security policies and procedures (provided by government representative). The employee performing services under this contract shall also provide all information required for background checks to meet installation access requirements to be accomplished by installation Provost Marshal Office, Director of Emergency Services, Security Office or the host nation equivalent.

1.6.6.2. Contractor Non CAC Eligible Requirements for DOD Facility and Installation Access: Contractor and all associated sub-contractors employees shall comply with adjudication standards and procedures using the National Crime Information Center Interstate Identification Index (NCIC-III) and Terrorist Screening Database (TSDB) (Army Directive 2014-05/AR 190-13), applicable installation, facility and area commander installation/facility access and local security policies and procedures (provided by government representative), or, at OCONUS locations, in accordance with status of forces agreements and other theater regulations.

1.6.7 Access to Government Information Systems: RESERVED

1.6.8 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 IAW the Army Physical Security Program (AR 190-13).

1.6.9 Operations Security (OPSEC) Requirements: Contractor personnel shall adhere to facility security policies and restrictions. The Contractor shall immediately report suspicious activities to security personnel.

1.6.9.1 Operations Security (OPSEC) SOP/Plan Requirements: RESERVED

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1.7 <u>Key Control:</u> RESERVED

1.8 <u>Post Award Conference/Periodic Progress Meetings</u>: The Contractor shall attend post award conference convened by the contracting activity or contract administration office in accordance with FAR Subpart 42.5. The Contracting Officer, COR, and other Government personnel, as appropriate, may meet periodically with the Contractor to review the Contractor's performance. At these meetings the Contracting 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. Appropriate action shall be taken to resolve outstanding issues. These meetings shall be at no additional cost to the Government.

1.8.1 The Contractor shall attend, participate in, and furnish input to scheduled and unscheduled meetings, conferences, and briefings that relate to the functions and services herein as required by the Government to provide effective communication and impart necessary information at least quarterly. The Contract Manager or designated representative shall attend meetings as requested by the Government. Meeting attendees shall at times include Contractor managerial, supervisory, and other personnel knowledgeable of the subject matter. Meetings may start or end outside of regular duty hours.

1.9 <u>Contracting Officer's Representative (COR)</u>: Refer to Part 2 of this PWS for the definition of a COR. As determined by the Contracting Officer, a COR will be appointed and identified by letter of designation, a copy of which will be provided to the Contractor by the Contracting Officer. The designation letter states the responsibilities and limitations of the COR, especially with regard to changes in cost or price, estimates, or changes in delivery dates. The COR is not authorized to change any of the terms and conditions of the contract. The COR monitors all technical aspects of the contract and assists in contract administration. The COR is not authorized to obligate the Government. If the work is not written in the contract, the COR is not authorized to request new work. 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, specifications, monitor Contractor's performance and notifies both the Contracting Officer and Contractor of any deficiencies, coordinate availability of Government property, and coordinate site entry of Contractor personnel.

1.10 <u>Key Personnel</u>: The following personnel are considered key personnel by the Government: Program/Contract manager, Alternate Program/Contract Manager, and Portable Fire Extinguisher Testing Technician II. The Contractor shall provide a Program/Contract Manager who shall be responsible for the performance of the work. The name of this person and an Alternate Program/Contract Manager, who shall act for the Contractor when the Program/Contract Manager is absent, along with a Curriculum

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Vitae (CV) for each of these individuals, shall be provided in writing to the Contracting Officer no later than fifteen (15) days after contract award or during the post-award meeting as Deliverable #8 . Acceptance of the CV by the Contracting Officer is required before these individuals are permitted to perform any task on this contract. The Program/Contract Manager and Alternate Program/Contract Manager shall have full authority to act for the Contractor on all contract matters relating to daily operation of this contract. The Program/Contract Manager or Program/Alternate Contract Manager shall be available between 0800 to 1600, Monday through Thursday as identified in paragraph 1.5.4.3. Qualifications for all key personnel are listed below:

a. Program/Contract Manager and Program/Alternate Contract Manager: The CV provided by the Program/Contract manager and Program/Alternate Contract Manager must demonstrate knowledge/experience of the Contractor's business practices and have at least a year of experience as a Program/Contract Manager.

b. Portable Fire Extinguisher Testing Technician II: Trained Technician must pass a State of Alaska Portable Extinguisher Exam and obtain a permit number. Follow all guidelines per NFP10 and obtain a minium of a Level 2 permit from the state.

1.11 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 must identify themselves, to include proper marking of signature blocks in correspondence, to avoid creating an impression in the minds of members of the public that they are Government officials. The Contractor shall ensure that all documents or reports, produced by Contractors are suitably marked as Contractor products or that Contractor participation is appropriately disclosed.

1.11.1 RESERVED

1.11.2 Contractor Identification Badges: Contractor personnel shall be easily identifiable through the display of badges IAW Contractor Identification (AE Reg. 27-715). (For services at Child, Youth, and School Services where children are present, recommend personnel wear identification when children are present.) : If required by the Government, contract personnel and all associated subcontractor's employees accessing U.S. facilities or activities, shall present a valid picture ID provided by the Government while accessing Government owned or contracted facilities and shall adhere to facility security policies and restrictions. If applicable, Government issued access badges will not be worn outside designated facility where visible to the general public. Contractor personnel shall return all U.S. Government issued identification to appropriate U.S. Government authorities within five (5) days of the end of their contractual duties.

1.11.3 Uniform: RESERVED

1.12 Contractor Travel: RESERVED

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1.13 Other Direct Costs (ODCs): RESERVED

1.14 Data Rights: The Government has unlimited rights to all documents and materials produced under this contract. All documents and materials, to include the source codes of software, produced under this contract shall be Government owned and are the property of the Government with all rights and privileges of ownership and copyright belonging exclusively to the Government. These documents and materials may not be used or sold by the Contractor without written permission from the Contracting Officer. All materials supplied to the Government shall be the sole property of the Government and may not be used for any other purpose. This right does not abrogate any other Government rights.

1.15 Non-Disclosure Requirements: RESERVED

1.16 Protection of Government and Contract Information: Per Public Use Notice of Limitations stated by Defense imagery Management operations Center and contained at www.dimoc.mil/resources/limitations/ , the Contractor shall not cite any information (e.g., contract information, pictures, locations, etc.) obtained through this contract on any hard copy or digital marketing tools to include its company website.

1.17 Non-Disclosure Statements: RESERVED

1.18 Advertisement and Social Media: The Contractor shall NOT post information to public website or social media locations, personal or professional, that in any way disclose names, locations, hotel data, participants, discussions, pictures, etc. before, during or after the contract period of performance without the express consent of the Government. The use of propaganda violates DOD Commercial Use of Imagery Guidelines stated at (http://www.defenseimagery.mil/products/DODimagery/commercialuse.html). The Contractor shall not cite any information (e.g., contract information, pictures, locations, etc.) obtained through this contract on any marketing tools to include its company website.

1.19 Information Assurance: At no time will the Contractor or associated sub-contractor employees transmit government documents or information over using methods that do not meet the security requirements specified in the National Institute of Standards and Technology (NIST) Special Publication (SP) 800-171, "Protecting Controlled Unclassified Information (CUI) in Nonfederal Information Systems and Organizations" such as personal electronic mail accounts, public digital data storage sites (cloud storage), social media platforms or instant messaging. Approved government sites such as DoD SAFE at at https://safe.apps.mil, or All Partners Access Network (APAN) at https://community.apan.org/, or other transmission means determined by the government must be used.

1.20 Organizational Conflict of Interest (OCI): RESERVED

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1.21 Phase In /Phase Out Period: RESERVED

1.22 Safety: The following provides information pertaining to Safety and Accident Prevention:

1.22.1 Safety Laws and Regulations: The Contractor shall comply with FAR 52.236-13, Accident Prevention (November 1991), the references contained therein *(e.g. U.S. Army Corps of Engineers Safety and Health Requirements Manual (EM 385-1-1)).*

The requirements under FAR 52.236-13 and specifically of the EM 385-1-1 include, but are not limited to the following:

(a) Before initiation of work at the job site, an Accident Prevention Plan, written by the Contractor for the specific work and hazards of the contract and implementing in detail the pertinent requirements of EM 385-1-1; will be reviewed for acceptance by designated Government personnel as Deliverable #6 Accident Prevention Plan. Specific requirements for development of the Accident Prevention Plan are found in 01.A and Appendix A of EM 385-1-1. EM 385-1-1 is available online at www.usace.army.mil.

(b) Before beginning each activity involving a type of work presenting hazards not experienced in previous project operations or where a new work crew or subcontractor is to perform work, activity hazard analysis (AHA) shall be prepared by the Contractor performing the work activity (See paragraph 01.a.09 of EM 385-1-1);

(c) The Contractor shall require subcontractors to submit their plan of operations showing methods they propose to use in accomplishing major phases of work;

(d)

1.22.1.1 In addition to other requirements for accident prevention specified in this contract, the Contractor shall comply with all Federal and State requirements governing safety and health protection on construction sites and other applicable occupational safety codes.

The Contractor shall indicate its plan for compliance considering conditions of the work described by the design, technical proposal, operational activities of the Government or others in the area of the work, identification of the coordinator, and implementation of all other accident prevention provisions of this contract.

1.22.1.2 The Contractor shall complete and provide safety notifications required by federal authorities and will provide documented proof to the Contracting Officer via the COR, no later than seven (7) days as Deliverable #7 Safety Notification that such notifications were made.

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1.23 Environmental Compliance: The following provides information on Environmental Compliance.

1.23.1 Environmental Compliance Plan and Program: The Contractor shall ensure that all of its operations and activities conform to the USAG Alaska's environmental policy requirements. The Contractor shall ensure that all contract personnel have received appropriate levels of training in the handling, use, storage, and disposal of hazardous material. In addition, the Contractor shall ensure that all Contractor controlled activities on USAG Alaska installations are conducted in accordance with the USAG Fort Wainwright, and Fort Greely Spill Prevention and Response Plans, and applicable Alaska environmental laws/standards.

If contract requires the use of hazardous materials/substances, the Contractor shall, prior to mobilization, inform the Contracting Officer (KO)/Contracting Officer Representative (COR) of the types and amount of hazardous materials needed to be brought onto the Garrison in order to fulfill their contractual requirements. Contractor shall also provide the Safety Data Sheets, storage requirements and proposed storage locations for the hazardous material. The KO/COR shall provide a copy of this information to the Garrison Environmental Division.

Prior to contract completion, the Contractor shall remove all hazardous materials and dispose of all hazardous waste (HW) generated in accordance with Alaska environmental laws/standards. A copy of the HW disposal documents must be forwarded to the HW program manager at the Department of Public Works (DPW) Environmental Division.

The Contractor shall clean up at its own expense any contamination, including soil and ground water contamination caused by hazardous materials/substances brought onto the garrison, or by his activities. The Contractor must immediately report any hazardous substance spills. For spills on Donnelly Training Area, call the spills hotline 907-482-7267. Spills on Fort Greely Garrison should be reported to Fort Greely dispatch at 907-873-FIRE.

1.24 Required Training: RESERVED

1.24.1 Anti-Terrorism (AT) Level I Training: RESERVED

1.24.1.1 RESERVED

1.24.2 OPSEC Training: RESERVED

1.24.2.1 RESERVED

1.24.3 iWATCH Training: RESERVED

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1.24.4 Information Assurance (IA) / Information Technology (IT) Training: RESERVED

1.24.4.1 RESERVED

1.24.4.2 RESERVED

1.24.5 Personally Identifiable Information (PII): RESERVED

1.24.6 Threat Awareness Reporting Program (TARP Training): RESERVED

1.25 Government Property and Services: RESERVED

1.26 Safety Requirements:

1.6.20.1 The Contractor shall comply with all OSHA, State, U.S. Army, U.S. Army Yuma Proving Ground's Arctic Regions Test Center, and other applicable industry safety standards.

1.6.20.2 The Contractor 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.

1.6.20.3 The Contractor shall report all accidents and occupational illnesses immediately to the ARTC Mission Safety Office through the Contracting Officer's Representative (COR).

1.6.21 Environmental Requirements:

The contractor shall comply with all applicable Federal, State, Local Laws and regulations and utilize standard industry practices for avoiding adverse environmental impacts. These requirements include, but are not limited to, 32 CFR Part 651 (Environmental Analysis of Army Actions) and the local Environmental Handbook for the Requiring Activity Workforce. The Contractor shall ensure that all activities performed by its personnel, subcontractors and suppliers are executed in accordance with such authorities. The Contractor shall obtain all permits, licenses, approvals, and/or certificates required or necessary to accomplish environmental work. When the work to be performed requires facility clearances, such as digging or drilling permits, the Contractor shall obtain such clearances and/or permits in accordance with all local and installation requirements and with the assistance of the installation point(s) of contact, prior to any such work being initiated. All spills should be reported to (enter phone number). Best Management Practices where applicable shall be identified and implemented to offset adverse environmental impacts.

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PART 2
DEFINITIONS & ACRONYMS

2. Definitions and Acronyms

2.1 Definitions: Although not inclusive of every term used within this PWS, the following provides a list of definitions used throughout this PWS and commonly used in the acquisition field.

Contracting Officer – means a person with the 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.

Contracting Officer's Representative (COR) – As defined in DFARS 202.101, means an individual designated and authorized in writing by the Contracting Officer to perform specific technical or administrative functions. DoD Instruction (DoDI) 5000.72, Part II Definitions states the following when defining a COR: "Defined in subpart 202.101 of Reference (f). Any individual delegated responsibilities pursuant to subpart 1.602-2 of Reference (e), regardless of local terminology, must be certified in accordance with this instruction. For example, local terminology can be COR, Contracting Officer's technical representative, technical point of contact, technical representative, alternate COR, administrative COR, assistant COR, line item manager, task order manager, quality assurance personnel, quality assurance evaluator, or COR management." In addition, Army Regulation 70-13, Chapter 2, paragraph 2-2g, states, in part, the following when providing other surveillance support personnel to assist the COR when needed, "…These other surveillance support personnel may serve as on-site representatives of the COR in performance of actual contract surveillance if they meet all COR requirements and have been appointed by the Contracting Officer as alternate CORs."

Contractor – means 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.

Contractor-acquired Property - means property acquired, fabricated, or otherwise provided by the Contractor for performing a contract and to which the Government has title.

Day – means, unless otherwise specified, a calendar day.

Defective Service – means a service output that does not meet the standard of performance associated with the Performance Work Statement.

Deliverable – means anything that can be physically delivered, but may include non-manufactured things such as meeting minutes or reports.

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Government-furnished Property – As reflected in FAR 52.245-1, Government-furnished Property "means property in the possession of, or directly acquired by, the Government and subsequently furnished to the Contractor for performance of a contract. Government-furnished property includes, but is not limited to, spares and property furnished for repair, maintenance, overhaul, or modification. Government-furnished property also includes contractor-acquired property if the contractor-acquired property is a deliverable under a cost contract when accepted by the Government for continued use under the contract

Government Property - means all property owned or leased by the Government.Government property includes both Government-furnishedand 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.

Property Administrator - means an authorized representative of the Contracting Officer appointed in accordance with agency procedures, responsible for administering the contract requirements and obligations relating to Government property in the possession of a Contractor.

High Level Objective (HLO) – means a key overarching result-based objective for a project necessary to achieve the project's vision. HLOs are similar to Level 2 in a Work Breakdown Structure. Each HLO may contain several statements to flesh out the areas necessary to meet the objective.

Physical Security – means that part of security concerned with physical measures designed to safeguard personnel; to prevent unauthorized access to equipment, installations, material, and documents; and to safeguard against espionage, sabotage, damage, and theft.

Quality Assurance – (or Government contract quality assurance) means the various functions, including, inspection, performed by the Government to determine whether a Contractor has fulfilled the contract obligations pertaining to quality and quantity.

Quality Assurance Surveillance Plan (QASP) – means the key Government-developed surveillance process document, and is applied to Performance-Based Service Contracting (PBSC). The QASP is used for managing Contractor performance assessment by ensuring that systematic quality assurance methods validate that Contractor quality control efforts are timely, effective, and are delivering the results specified in the contract or task order. The QASP directly corresponds to the performance objectives and standards (i.e., quality, quantity, timeliness) specified in the Performance Work Statement (PWS). It provides specific details on how the Government will survey, observe, test, sample, evaluate, and document Contractor performance results to determine if the Contractor has met the required standards for each objective in the PWS. The QASP, with very few if any exceptions, is an internal to Government document.

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Quality Control – means all necessary measures taken by the Contractor to assure that the quality of an end product or service shall meet contract requirements.

Statement – means the specific results-based activities required to satisfy HLOs. A statement contains a result, the context of the statement, and the required action(s). Statements focus on "what" is to be accomplished; however they are not prescriptive in describing "how" the outcome is to be achieved. Each HLO may have several statements to flesh out the areas necessary to meet the objective. Statements are similar to Level 3 in a Work Breakdown Structure.

Subcontractor – means one that enters into a contract with a prime Contractor. The Government does not have privity of contract with the subcontractor.

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

Work Week - Monday through Friday, unless otherwise specified.

2.2 Acronyms: Although not inclusive of every term used within this PWS, or that may be included in an acquisition, the following provides a list of acronyms commonly used in the acquisition field.

ACOR	Alternate Contracting Officer's Representative
AFARS	Army Federal Acquisition Regulation Supplement
AHA	Activity Hazard Analysis
AOR	Area of Responsibility
AR	Army Regulation
ARTC	Arctic Regions Test Center
AT	Anti-terrorism
ATCTS	Army Training Certification Tracking System
CAC	Common Access Card
CCE	Contracting Center of Excellence
CFR	Code of Federal Regulations
CONUS	Continental United States (excludes Alaska and Hawaii)
COR	Contracting Officer's 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
DMDC	Defense Manpower Data Center
DoD	Department of Defense
FAR	Federal Acquisition Regulation
GFP	Government Furnished Property
HLO	High Level Objective

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HIPAA	Health Insurance Portability and Accountability Act of 1996
IA	Information Awareness
IAC	Installation Access Control
IACO	Installation Access Control Office
ID	Identification
IGCE	Independent Government Cost Estimate
IT	Information Technology
JTR	Joint Travel Regulation
JPAS	Joint Personnel Adjudication System
KO	Contracting Officer
OCI	Organizational Conflict of Interest
OCONUS	Outside Continental United States (includes Alaska and Hawaii)
ODC	Other Direct Costs
OPSEC	Operations Security
OSHA	Occupational Safety and Health Administration
PA	Property Administrator
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
RA	Requiring Activity
TE	Technical Exhibit
USAG	United States Army Garrison
USAYPG	United States Army Yuma Proving Ground
UOM	Unit of Measure

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PART 3
GOVERNMENT PROPERTY (GP) AND SERVICES

3. Government Furnished Property

3.1.1 RESERVED

3.1.2 RESERVED

3.1.2.1 Final Inventory. RESERVED

3.1.3 The contractor shall not mark, affix any decals, emblems or signs portraying the contractor's name on Government property. The contractor shall not remove GFP from the Installation or other supported areas without written approval of the KO.

3.1.4 RESERVED

3.1.5 The contractor shall not modify or cannibalize, any GFP/CAP without prior written approval of the KO.

3.1.6 RESERVED

3.1.7 Contractor may be held liable for the loss, damage or destruction of Government property in event of negligence or willful misconduct. The utmost care will be given to the preservation of Government property. The contractor will implement a system in which employees can report fraud waste and abuse to their supervisors without fear of retribution. Contractor will also brief all employees on the procedures for reporting via the Governmental programs.

3.1.8 RESERVED

3.2 Emergency and Rescue:

3.2.1 The Government will furnish emergency medical and rescue services to prevent loss of life, limb, or undue suffering within the areas serviced by the applicable installation emergency services provider. The Government will seek reimbursement for medical services rendered, as appropriate.

3.2.2 The Government will provide installation fire services to include firefighting, fire prevention inspections and investigations; Installation security services; confined space rescue; and Hazardous Material (HAZMAT) first response.

3.3 Telecommunications/Utilities

3.3.3 RESERVED

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3.3.4 Radio frequency assignments and authorization will be controlled and furnished by the Government. The contractor will not operate any radio (e.g. FMS/GMRS [Family Radio Service / General Mobile Radio Service] typically commercially available with frequencies in the 450-470 MHz band and less than 50 watts) on the installation without proper authorization.

3.4 Government Owned Vehicles: RESERVED

3.5 GFE Tools, Hand Tools, Equipment; Test, Measurement and Diagnostic Equipment (TDME) Calibration Services: RESERVED

3.5.1 RESERVED

3.5.2 RESERVED

3.6 Government Furnished Facilities and Real Property:

3.6.1 The Government will provide a facility that is lighted, covered, and temperature controlled in which to complete the inspections. Some facilities may be jointly occupied by contractor and Government personnel or other third party contractor personnel.

3.6.2 RESERVED

3.6.3 RESERVED

3.6.4 RESERVED

3.6.5 RESERVED

3.6.6 The Government will provide parking areas for privately owned vehicles (POV). Contractor personnel shall comply with all local regulations and directives concerning POV traffic and parking.

3.6.7 RESERVED

3.6.8 RESERVED

3.7 Government Furnished Services:

3.7.1 The Government will provide personnel who will assist with ensuring the portable fire extinguishers are at the inspection locations on the arranged day and time.

3.7.2 RESERVED

3.7.3 RESERVED

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3.7.4 RESERVED

3.7.5 The Government will provide snow removal outside the contractor's area of responsibility at contractor-occupied facilities.

3.8 The Government will provide available containers at specific contractor occupied facilities for collection of recyclable paper and cardboard, on-hand scrap metal, non-hazardous waste wood and wood by-products, and trash pickup.

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PART 4
CONTRACTOR FURNISHED ITEMS AND SERVICES

4. Contractor Furnished Property and Services

4.1 General: The Contractor shall furnish all personnel, equipment, supplies, facilities, transportation, tools, materials, supervision, and other items necessary to perform services as described in the PWS and associated contract documents, except for those items specified in Part 3 Government Property and Services.

4.2 Secret Facility Clearance: RESERVED

4.3 Materials: RESERVED

4.4 Vehicles and Equipment: The Contractor shall provide all specialized equipment required to meet the requirements under this PWS.

4.5 Background Checks): The Contractor shall provide Background Checks in accordance with this PWS and as determined by the Government.

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PART 5
SPECIFIC TASKS

5.1 <u>Basic Services:</u> The Contractor shall provide services for a qualified portable fire extinguisher testing technician II whom shall perform all necessary work to perform a full inspection and service as noted below.

5.2 <u>Tasks:</u> Tasks consist of the following:

5.2.1 Fire Extinguisher Certification

5.2.1.1 The qualified portable fire extinguisher testing technician shall certify the extinguishers by performing the required inspection and services in accordance with 29 CFR 1910.157(e)(2), Fire Extinguisher Maintenance Requirements. At a minimum, annual inspections must address the following:

(a) STD: Inspection/Certification of stored pressure or dry chemical type extinguishers require an external, not internal examination.
AQL: 100% compliant with all required extinguishers.

(b) STD: Water or steam type fire extinguishers should be discharged, disassembled and inspected annually (NFPA 10, 4-4.1.1).
AQL: 100% compliant with all required extinguishers.

(c) STD: Dry chemical extinguishers that require a 12-year hydrostatic test are required to be emptied and subjected to applicable maintenance procedures every six years.
AQL: 100% compliant with all required extinguishers.

(d) STD: Non-refillable, disposable dry chemical extinguishers are exempt from this requirement (29 CFR 1910.157(e)(4)).
AQL: 100% compliant with all required extinguishers.

5.2.1.2 The qualified technician will place a new inspection tag on all extinguishers once the inspection and/or service is completed as per Deliverable #9 Inspection Tags

(a) STD: All extinguishers available for the inspection/servicing will receive a new inspection tag once the inspection and/or service is completed.
AQL: 100% compliant with all extinguishers available during inspection/servicing per Deliverable #9.

5.2.1.3 The Contractor shall provide an annual inspection report that will include the following:

(a) STD: Required data for the annual inspection report to include:

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a. Inspector name
b. Inspection date
c. Inspection location
d. Types of extinguishers serviced
e. Manufacturing date of each extinguisher serviced
f. Type of service required for each extinguisher (i.e. Annual, 6-year, 12 year)
g. Any faults or failures on any extinguisher serviced.

AQL: 100% compliant with all information required of the report per Deliverable #10 Report

(b) STD: Annual inspection report or Deliverable #10 Report submitted with all required data as stated in paragraph 5.2.1.3(a) within fourteen (14) days to be reviewed by the customer after completion of the servicing and inspection of the extinguishers.
AQL: Pass or Fail

5.2.1.4 Contractor invoice submittal to the Government

(a) STD: Contractor will complete and submit the invoice utilizing Wide Area Work Flow (WAWF) or the required submittal system within 30 calendar days of the completion of tasks in paragraphs 5.2.1.1 through 5.2.1.3.
AQL: Pass or Fail per Deliverable # 11 Invoice

5.3 Service Contract Reporting: Service Contract Reporting is not applicable to this contract.

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PART 6
APPLICABLE PUBLICATIONS

6. **<u>Applicable Publications (Current Editions):</u>** The following publications, manuals, regulations, etc. are mentioned in this PWS and are listed below.

6.1.1 Army Regulation (AR) 420-5, Facilities Engineering – Army Fire and Emergency Services, 01 September 2024
6.1.2 Unified Facilities Criteria Design 3-600-01, Fire Protection Engineering for Facilities, With Change 6, 08 August 2016
6.1.3 National Fire Protection Association (NFPA) 10, Portable Fire Extinguishers, 2026
6.1.4 29 Code of Federal Regulations (CFR), Occupational Safety and Health Administation (OSHA) Standard 1910.157
6.1.5 FAR clause 52.204-9, Personal Identity Verification of Contractor Personnel
6.1.6 Army Directive 2014-05/AR 190-13
6.1.7 Army Physical Security Program (AR 190-13)
6.1.8 Contractor Identification (AE Reg 27-715)
6.1.9 National Institute of Standards and Technology (NIST) Special Publication (SP) 800-171, "Protecting Controlled Unclassified Information (CUI) in Nonfederal Information Systems and Organizations
6.1.10 FAR 52.236-13, Accident Prevention (November 1991)
6.1.11 U.S. Army Corps of Engineers Safety and Health Requirements Manual (EM 385-1-1)
6.1.12 USAG Alaska's environmental policy
6.1.13 USAG Fort Wainwright, and Fort Greely Spill Prevention and Response Plans
6.1.14 32 CFR Part 651 (Environmental Analysis of Army Actions)
6.1.15 DFARS 202.101
6.1.16 DoD Instruction (DoDI) 5000.72, Part II Definitions
6.1.17 Army Regulation 70-13, Chapter 2, paragraph 2-2g
6.1.18 FAR 52.245-1
6.1.19 DFARS 252.245-7005

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PART 7
ATTACHMENT AND TECHNICAL EXHIBIT LISTING

7. Attachment and Technical Exhibit List

7.1 Technical Exhibit A – Performance Requirements Summary

7.2 Technical Exhibit B – Deliverables Schedule

7.3 Attachment 1 – Estimated Workload Data

7.4 Attachment 2 – Historical Workload Data

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Performance Objective (The Service required—usually a shall statement)	**Standard**	**Performance Threshold** (THIS IS THE MAXIMUM ERROR RATE. IT COULD POSSIBLY BE "ZERO DEVIATION FROM STANDARD")	**Incentive (Positive and/or Negative)**
1. Combating Trafficking in Persons FAR 52.222-50 c	The Contractor shall Notify its employees of a. The United States Government's zero tolerance policy described in paragraph (b) of this clause 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.	100% Compliance	Contractor compliance rate shall be utilized as objective evidence of contract compliance and documented into the CPAR system; contractor shall re-perform the service
PRS # 1. a) PWS Para 5.2.1.1 and 5.2.1.2 b) The contractor shall perform annual inspection and servicing of all fire extinguishers available.	Contractor inspects/services all fire extinguishers ARTC has available to them and install new inspection tags once the inspection/and or service is complete.	100% Compliance	Non-conforming services will result in non-conformance reports issued to Contractor and potential negative CPARS report.
PRS # 2. a) PWS Para 5.2.1.3 b) The contractor shall provide the annual inspection report as specified within fourteen (14) days of the completion of the inspection/servicing of the fire extinguishers.	Contractor will provide the customer a report to review within fourteen (14) days of the inspection/servicing completion. The report will contain the following information: a. Inspector name b. Inspection date c. Inspection location d. Types of extinguishers serviced e. Manufacturing date of each extinguisher serviced f. Type of service required for each extinguisher (i.e. Annual, 6-year, 12 year)	100% Compliance	Non-conforming services will result in non-conformance reports issued to Contractor and potential negative CPARS report.

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	g. Any faults or failures on any extinguisher serviced.		
PRS # 3. a) PWS Para 5.2.1.4 b) The contractor shall provide the invoice to the Government after completion of the inspection/servicing of the fire extinguishers and the report.	Contractor will complete and submit the invoice utilizing Wide Area Work Flow (WAWF) or the required submittal system within 30 calendar days of the completion of tasks in paragraphs 5.2.1.1 through 5.2.1.3.	100% Compliance	Non-conforming services will result in non-conformance reports issued to Contractor and potential negative CPARS report.

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TECHNICAL EXHIBIT B

DELIVERABLES SCHEDULE

Deliverable	Frequency	# of Copies	Medium/Format	Submit To
Deliverable #1Quality Control Plan Para 1.5.1	Once ithin thirty (30) calendar days after contract award	1	Electronic delivery via email.	Contracting Officer via the Contracting Officer Representative
Deliverable #2 Quality Control Analysis and Status of Deliverables Para 1.5.1.1	Once within thirty (30) days upon completion of each option period or Task Order.	1	Electronic delivery via email.	Contracting Officer Representative
Deliverable #3 Contractor Recognized Performance Issue Para 1.5.1.2	Verbally within twenty-four (24) hours of identifying those issues. Then follow-up with a written account of the issue within seven (7) days.	1	Verbal to start then a written account via electronic means utilizing email.	Contracting Officer Representative
Deliverable #4 Installation Pass Log Para 1.6.3.2	Within fourteen (14) calendar days of needing access to the installation or thirty (30) calendar days if any personnel are non-U.S. citizens. Updates will be provided within five (5) calendar days of personnel being removed or added from the list.	1	Electronic delivery via secure means.	Contracting Officer via the Contracting Officer Representative.
Deliverable #5 Return of Installation Access Pass Para 1.6.3.3-4	One (1) calendar day after the termination of employment or the termination of the contract.	Number of passes allocated (normally 1)	In-person delivery with the physical access passes	Contracting Officer Reprsentative who will then hand them to the issuing office.

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Deliverable	Frequency	# of Copies	Medium/Format	Submit To
Deliverable #6 Accident Prevention Plan Para 1.22.1	Once before performing work specified on the contract.	1	Electronic delivery via email	Contracting Officer Representative
Deliverable #7 Safety Notification Para 1.22.1.2	Within seven (7) calendar days of the notification being given to the authorities.	1 for each notification that occurs	Electonric delivery via email	Contracting Officer through the Contracting Officer's Representative
Deliverable #8 Contractor Key Personnel / CV Para 1.10	Once within fifteen (15) calendar days after contract award or during post-award meeting.	1	Electronic delivery via email	Contracting Officer
Deliverable #9 Inspection Tags Para 5.2.1.2	Once after inspection/servicing complete of extinguisher.	1 for each fire extinguisher	Printed Tags	Customer
Deliverable #10 Report Para 5.2.1.3	Once each period of performance within 14 calendar days after completion of the inspection/servicing of the fire extinguishers.	1	Electronic delivery utilizing email or hand delivery.	Contracting Officer Representative / Customer
Deliverable #11 Invoice Para 5.2.1.4	Once each period of performance within 30 calendar days after completion of the inspection/servicing of the fire extinguishers and the associated report.	1	Electronic delivery utilizing WAWF or any other required method for submitting the invoice to the Government.	Contracting Officer and the Contracting Officer's Representative

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ATTACHMENT 1
ESTIMATED WORKLOAD DATA

ITEM	NAME	ESTIMATED QUANTITY	
1	Fire Extinguisher Service Technician II	Number of Type ABC Fire Extinguishers	230
2	Fire Extinguisher Service Technician II	Number of Type BC Fire Extinguishers	3
3	Fire Extinguisher Service Technician II	Number of Type CO2 Fire Extinguishers	11
4	Fire Extinguisher Service Technician II	Number of Type PK Fire Extinguishers	10
5	Fire Extinguisher Service Technician II	Number of Type K Fire Extinguishers	1

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ATTACHMENT 2
HISTORICAL WORKLOAD DATA

ITEM	NAME	ESTIMATED QUANTITY	
1	2021-2024 - Fire Extinguisher Service Technician II	Number of Type ABC Fire Extinguishers	200
2	2021-2024 - Fire Extinguisher Service Technician II	Number of Type BC Fire Extinguishers	3
3	2021-2024 - Fire Extinguisher Service Technician II	Number of Type CO2 Fire Extinguishers	9
4	2021-2024 - Fire Extinguisher Service Technician II	Number of Type PK Fire Extinguishers	10
5	2021-2024 - Fire Extinguisher Service Technician II	Number of Type K Fire Extinguishers	1

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