Performance Work Statement (PWS)

Operations and Maintenance Contract

Inspection, Preventive Maintenance, regular and emergency repair of comprehensive Fire Extinguishing Systems

at

USAG Bavaria – Military Communities

I. Grafenwoehr (Tower Barracks)
II. Vilseck (Rose Barracks)
III. Hohenfels Training Area (HTA)
IV. Garmisch-Partenkirchen (GAP)

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1.0 Introduction.

This is a non-personal services contract to provide Operation and Support Services for the U.S. Army Garrison Bavaria at Grafenwoehr-Tower Barracks (TB), Vilseck-Rose Barracks (RB), Hohenfels Training Area (HTA) and Garmisch-Partenkirchen (GAP). The Government will not exercise any supervision or control over the contract service providers. The Contractor shall perform to the standards specified in this Performance Work Statement (PWS). Contract service providers shall be accountable solely to the Contractor who, in turn is responsible to the Government. The Contractor shall provide all personnel, equipment, supplies, facilities, transportation, tools, materials, supervision, and other items and non-personal services necessary as defined in this PWS.

1.1 Background.

Fire extinguisher system operators are obligated to initiate a visual or functional inspection on a regularly basis of all fire detection or extinguishing systems used in accordance with the German ordinance on workplaces (in German: Arbeitstaettenverordnung - ArbStättV); and the German ordinance on Industrial Safety and Health (Betriebssicherheit Verordnung - BetrSichV); as well as a broad variety of regulations from the U.S. National Fire Protection Association (NFPA) and the German Association of Electrical, Electronic and Information Technologies (in German: Verband der Elektrotechnik Elektronik Informationstechnik (VDE)).

Regulation requires the operator to inspect the systems on a daily, weekly and monthly basis. In addition, the operator is obligated to commission the installer / manufacturer companies to proceed further detailed semiannual and annual inspections and repair necessary repair work.

1.2 Objectives.

The objective of this contract is to provide complete and full maintenance, inspection and repair work on various fire extinguishing systems such as water sprinkler extinguishing systems, gas extinguishing system, spark extinguishing system, wall hydrant and kitchen fire extinguisher systems at USAG Bavaria. The Contractor shall ensure all work in support of mission requirements tendered to the Government for acceptance conforms to the measurable performance standards of quality, timeliness, and quantity specified in the PWS of this contract. Without additional expense to the Government, the Contractor shall ensure subcontractors obtain all licenses and permits required to perform this work under the contract. The intent is to establish work requirements that are performance-based and results oriented. This approach is to allow the Contractor to determine the best and most cost-effective ways to fulfill operations and their component needs, emphasizing innovation and commercial best practices.

1.3 Climatic Conditions. N/A

1.4 Facility Access.

A) The Contractor shall ensure access to all fire detection and suppression systems in case of emergencies or for other Fire Department purposes.

B) During regular maintenance and repair operations:
The Contractor shall inform the Fire Department point-of-contact (POC), the DPW Utilities POC's of the individual Military Communities, prior to outages that will impact the function of the system, scheduled maintenance, repair work, special problems or circumstances, which require the Fire Department inspection. The Fire Department will reset alarm systems to operational status.
During each day's lunch time from 12.00 noon until 1 p.m. the testing shall pause.
The contractor shall show consideration for the fire department and shall comply with stated instructions directed from the Fire Department's Dispatcher during the daily maintenance and repair service.
Acceptable Quality Level (AQL): One hundred percent (100%) Compliance.

Fire Department point-of-contact (POC) and DPW Utilities POC's of the individual Military Communities are listed on Attachment 02.

1.4.1 Key Issue / 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 for 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 Quality Control Plan. Such procedures shall include turn-in of any issued keys by personnel who no longer require access to locked areas. The Contractor shall immediately report any incidents of lost or duplicate keys/key cards to the Contracting Officer. In the event keys, other than master keys, are lost or duplicated, the Contractor shall, upon direction of the Contracting Officer (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. The Contractor shall prohibit the use of Government issued keys/key cards by any person 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.
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 Quality Control Plan.
Acceptable Quality Level (AQL): One hundred percent (100%) Compliance.

1.5 Restoration of Landscape Damage.
Trees or other landscape features, and irrigation systems damaged by the Contractor's operations shall be restored to the original state at no additional cost to the Government.

2.0 Requirements

2.1 Description of Services. Reference is made to Attachment 01 – Common Level of Support CLS 411, Paragraph 5.1 – 5.2.2.14 for the specific description of services to be accomplished under this contract respectively Performance Work Statement

2.1.1 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 (IAW) Federal Acquisition Regulation (FAR) Subpart 37.104, under general contracting authority, and do not require specific statutory authorization.

2.2 General Information.

2.2.1 Transition (Phase In/Phase Out). Phase in and Phase out transition periods will not be used for this contract.

2.2.2 Phase-out. N/A

2.2.3 Place of Performance and Hours of Operation.

2.2.3.1 Place of Performance.

The work to be performed under this contract will be performed at USAG Bavaria Military Communities Tower Barracks Grafenwoehr, Rose Barracks Vilseck, Hohenfels Training Area and Garmisch-Partenkirchen.

USAG Bavaria Tower Barracks Grafenwoehr is located between the towns Nürnberg and Weiden app. 70km north-east of Nürnberg, Federal Republic of Germany.

USAG Bavaria Rose Barracks Vilseck is located between the towns Nürnberg and Weiden app. 50km north-east of Nürnberg, approx. 22 km south-west of Tower Barracks Grafenwoehr, Federal Republic of Germany.

USAG Bavaria Hohenfels is located near the town of Hohenfels, approx. 50 km south-east of Nürnberg, Federal Republic of Germany.

USAG Bavaria Garmisch-Partenkirchen is located near town Garmisch-Partenkirchen, approx. 90 km south of Munich in the south area of the Federal Republic of Germany. USAG Garmisch also includes the following Border Stations:

Munich House Bldg. No 5943, Kepplerstrasse 15, 81679 München; (90 km from Garmisch)

Recreation Resort Frasdorf - Chiemsee, Ebnat 5, 83112 Frasdorf; (135 km from Garmisch)

Recreation Resort Berchtesgaden, Hinterbrand, 83471 Berchtesgaden; (210 km from Garmisch)

NATO School Oberammergau, Am Rainenbichl, Bldg. No 612-633, 82487 Oberammergau; (25 km from Garmisch)

2.2.3.2 Hours of Operation.

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.

i. Government Facility Office Hours: The Government facility office hours are from 07.30 am through 16.00 pm, Monday through Friday except U.S. Holidays and Host nations identified in paragraph 2.2.3.6 or when the Government facility is closed due to local or national emergencies, administrative closings, or similar Government directed facility closings.

ii. Contractor Support Hours: The Contractor shall conduct regular maintenance and regular repair business, between the hours of 07.30 a.m. to 16.00 p.m., Monday through Friday, excluding U.S. and Host Nations holidays or when the Government

facilities are closed due to local or national emergencies, administrative closings, or similar Government directed facility closings. The Contractor shall maintain an adequate workforce for the uninterrupted performance of all tasks defined within this PWS when the Government facility is not closed for the above reasons.

iii. Emergency Hours of Operation

In case of emergency work, the contractor shall be responsible for conducting business on Saturdays, Sundays, American and Host Nation Holidays and outside the regular office hours. Further, subject contract operates in the demand of permanent functionality, therefore a fluent repair operation service has to be installed. Emergency repair service on a basis of 24 hours/7 days/365 year shall be established and granted.

2.2.3.3 Installation Closures.

When an unforeseen installation closure occurs on a regularly scheduled day of work, the Contractor shall reschedule the work to be performed the following day unless the following day is a Saturday, Sunday, a recognized Federal or US holiday (Refer to para. 2.2.3.6), and when routine work is not scheduled for that day; or reschedule the work for the next business day following the closure.

2.2.3.4 Inclement Weather Delay.

If the Contractor determines unsafe weather conditions for continued operations, the Contractor shall notify the Contracting Officer (KO) or Contracting Officer Representative (COR) two (2) hours prior to curtailing operations due to inclement weather. The Contractor shall obtain KO/COR approval to resume operations.

2.2.3.5 N/A

2.2.3.6 Federal Holidays.

U.S. Holidays:

The contractor shall perform regular work on all U.S. holidays, except when a U.S. holiday coincides with a recognized Host Nation (German) holiday. In the event both holidays fall on the same day, the contractor is not required to perform work unless otherwise directed by the Contracting Officer or in case of an emergency.

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

Host Nation Holidays:
Regular work shall not be performed on local Host Nation holidays occurring during the normal workweek unless otherwise directed by the Contracting Officer or in case of an emergency.
German national and local holidays are:

New Year's Day January 1st	Epiphany January 6th
Good Friday Varies	Easter Monday Varies
Labor Day May 1st	Ascension Day Varies
Whit Monday Varies	Corpus Christ Varies
Assumption Day August 15th	Day of German Unity October 3rd
All Saints' Day November 1st	1st Christmas December 25th
2nd Christmas December 26th	

Training Holidays:
USAREUR has historically granted military personnel training holidays as compensation for time that they spent in field training. These are typically combined with regular holiday leave schedules (for example, Christmas half days or day on day off schedules). Training holidays may affect access to military operated facilities. If scheduled work or access to facilities is required, coordination with occupants will be necessary or the work in affected facilities shall be rescheduled after the training holiday. However, announced training holidays or exodus of military personnel may provide the Contractor with an opportunity for unrestricted access to facilities and areas. The Contractor shall take full advantage of such opportunities by planning maintenance or actions that are better accomplished when such areas are vacant.

2.2.3.7 Travel/Temporary Duty. N/A

2.3 Emergency Services.

2.3.1 Emergency Medical Treatment.
The Contractor or their employees shall immediately notify their supervisor of any accident requiring emergency medical treatment. The Contractor shall notify the designated COR no later than (NLT) two (2) hours of the incident. The Contractor shall be responsible for the emergency medical treatment services for Contractor personnel. However, the Government will provide, on an emergency basis, medical services for injuries incurred while an employee is performing under the contract. The Contractor shall reimburse the Government for emergency medical services provided, upon receipt of invoice from the medical facility. Reimbursement shall be made to the U.S. Government.

2.3.2 Accident Reporting.

The Contractor shall comply with Operational Safety laws (German: Unfallverhuetungsvorschriften) and Health Administration (German: Arbeitsschutzgesetz) for record keeping and reporting of all accidents resulting in death, injury, occupational disease, or adverse environmental impact. The Contractor shall provide a verbal report to the designated COR within one (1) hour of each such occurrence. A completed typed original plus one (1) copy of ENG Form 3394 United States Army Corps of Engineers Accident Investigation Report: https://www.formalu.com/forms/29112/united-states-army-corps-of-engineers-accident-investigation-report (or equivalent reporting form) shall be delivered to the designated COR within three (3) business days of occurrence, whenever an accident involving personal injury or Government owned property occurs.

2.4 Contract Administration and Management

2.4.1

i) Post Award Conference and frequent Performance Evaluation Meetings:
The Contractor shall attend the post award conference (after contract awarded) convened by the Requiring Activity and/or Contract Administration Office upon ten (10) business days after contract award. First work path orientation shall be presented from the contractor to the Government and discussed. If no personally attended post-award conference is conducted, contractor shall be available for online conferences and provide all post-award deliverables within 10 days after contract award.

ii) Frequent Performance Evaluation Meetings:
The COR and appointed Team shall meet on request with the Contractor to review the Contractor's performance and discuss any problems at no cost to the Government. The meeting shall be scheduled at a minimum on a quarterly basis on request by both parties and participating is obligatory.

2.4.1.2 Written minutes of meetings shall be accountably recorded by the Contractor and signed by the Project Manager (PM), Siteforemen (SF) and the COR. Written minutes shall be distributed within five (5) Business days after the meeting. If the Government does not concur with any portion of the minutes recorded by the Contractor, the non-concurrence shall be provided in writing by the COR within two (2) Business days following receipt of the minutes.

Notwithstanding the Contractor’s responsibility for total management during the performance of this contract, the administration of the contract requires maximum coordination and cooperation between the Government and the Contractor. Deliverable A001
AQL: 95% Compliance = no more than two deviances

2.4.2 The following provides the roles and their respective authority during the performance

of the contract:

2.4.2.1 Contracting Officer (KO).

The KO is the only person authorized to make any changes in any of the requirements listed on this PWS; notwithstanding any provisions contained elsewhere in this contract, said authority remains solely with the KO. In the event the Contractor makes any change at the direction of any person other than the KO, the change will be considered to have been made without authority and solely at the risk and expense of the Contractor. All contract administration will be effected by the KO. Communications pertaining to contractual administrative matters shall be addressed to the KO. No changes in or deviations from the terms and conditions shall be effected without a written modification to the contract, executed by the KO authorizing such changes. The KO will approve all submittals and plans required in this PWS.

2.4.2.2 Contracting Officer's Representative (COR).

The KO will appoint a COR during the performance of this requirement. Additional Government personnel may be designated to assist in contract oversight IAW (Army Regulation) AR 70-13, *Management and Oversight of Service Acquisitions*. Other surveillance personnel may be designated as COR and shall be trained and appointed IAW Department of Defense Instruction (DoDI) 5000.72, Department of Defense (*DoD) Standard for Contracting Officer's Representative (COR) Certification*. The COR will provide assistance in identification and resolution of problems, conflicts in priority, subtask requirement definitions, and other operations type problems. The COR will perform IAW the responsibilities and duties identified in the appointment letter.

2.4.2.3 COR Authority.

A letter of designation will be issued to the COR by the KO. A copy of the letter will be sent to the Contractor. The letter of designation states the responsibilities and limitations of the COR, especially with regard to changes in cost, price estimates, or changes in delivery dates. The COR is not authorized to change any of the terms and conditions with regard to cost, quantity, or schedule of the resulting order.

2.4.2.4 COR

The COR shall monitor all technical aspects of the contract and assist in contract administration. The COR is authorized to perform the following functions: assure 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; monitor, document, and report Contractor's performance and notify both the KO and Contractor of any deficiencies; coordinate availability of Government-

Furnished Property, and provides direction or assistance for site entry requests of Contractor personnel.

2.4.2.4.1 The Contractor shall not in any way represent the United States (U.S.) Government, or that it has the authority to contract or procure supplies for the account of the United States of America (USA).

2.4.3 Contractor

The contractor must have a minimum of one (1) year of relevant experience acquired within the last five (5) years.

Organization Chart: The contractor's employees including key personnel work force on this contract shall be designated in writing and presented in an Organizational – Chart to the COR at the start of the contract, including positions, short description of their responsibilities, phone numbers, mobile phone numbers, email addresses and granted availability and planned annual leave time (vacation), including their announced alternate. Any unavailability shall be immediately reported within one (1) working day to the assigned COR. Deliverable A002

2.4.3.1. Contractors Key Personnel as follows

Appointed key personnel shall be available 24/7/365, including U.S Federal and Host Nation holidays and in any emergency. These individuals designated as key personnel shall be able to understand, speak, read, and write the English language according to Level III as referenced in the USAREUR Pamphlet 690-70 (source: https://media.defense.gov/2020/Sep/08/2002492241/-1/-1/0/AEP690-70.PDF)

Any unattainability (e.g. planned vacations) shall be reported to the Government in writing in an unsolicited way one (1) month in advance and an alternate shall be appointed with full obligations. (Deliverable A002)

2.4.3.1.1 Project Manager.

Contractor Project Manager (PM) serves as part of Key Personnel. The Contractor shall provide a Project Manager (PM). The project manager is entirely responsible for the execution of the contract and shall have full authority to act for the Contractor on all contract matters relating to overarching operation, delivery task orders questions and financial operations, invoices, reports and all emergencies of the contract. The PM shall be involved in all communication concerning the performed work, financial budgeting, accounting matters including invoicing and reporting and overall management and coordination for all places of performance outlined in Para 2.2.3.1..

The Project manager shall be available/reachable during the specified operation and emergency hours. (Refer to Paragraph 2.2.3.2)

2.4.3.1.2 Site Foreman (SF) (German: Vorsteher, Einsatzleiter) as part of Key Personnel (2.4.3.1)

The Contractor is required to assign a Site Foreman (SF) to each military community. As Tower Barracks (Grafenwoehr) and Rose Barracks (Vilseck) are designated as a single community, they can be managed by the same SF.

This is supported by section 2.2.3.1 of the document, which lists the military communities requiring a Site Foreman ; which is in detail: 1) Tower Barracks, Grafenwoehr including Rose Barracks,Vilseck, 2) Hohenfels Training Area and 3) Garmisch-Partenkirchen including described subsidiaries who acts as the first POC for the COR for the daily operation and all emergencies of the Contract. SF shall have the authority over assigned workforces and to negotiate on or make decisions for the Contractor on all matters pertaining to the day-to-day business of this contract and work performance. The Site Foreman shall be visual present at the Military Community site and available and reachable during the specified operation hours. (Refer to Paragraph 2.2.3.2).

The assigned site foreman is the primary point of contact for each community regarding maintenance and repairs. The Site Foreman for each communitie, shall be present on-site for all maintenance and repair work.

AQL: 95% Compliance = no more than two deviances per year

As stated in the German ordinance on Industrial Safety and Health; German: Betriebssicherheit Verordnung (BetrSichV). In accordance with Section 2 (6) BetrSichV, a skilled person must have the expertise required to test work equipment. Therefore, the SF shall demonstrate the following:

a) Successfully completed apprenticeship as electrician or plumber journeymen, certified by the chamber of craft or equivalent.

b) A certificate from an authorized training institute approved by the prevailing Association of Property Insurers; in German: Verband der Schadenversicherer (VdS) (Association of damage insurers) demonstrating the following:

    1. Verified specialized **sprinkler attendant** per German Industrial Safety Ordinance and in accordance with VdS guideline 6007: Qualified person in accordance with BetrSichV for testing automatic stationary fire extinguishing systems.
    In German: Befähigte Personen nach BetrSichV und Sprinklerwart nach VdS 6007 zur Prüfung von automatischen, ortsfesten Feuerlöschanlagen.

2. Verified specialized **Gas extinguishing system maintainer** in accordance with VdS guideline 6007 Qualified person in accordance with BetrSichV for testing automatic stationary fire extinguishing systems
In German: Befähigte Personen nach BetrSichV und Gaslöschanlagenwart nach VdS 6007 zur Prüfung von automatischen, ortsfesten Feuerlöschanlagen.

Certification and training certificates for Siteforemen (SF) shall be provided with the submission of the bid.

In the event of the Site Foremen's personnel change the contractor shall provide the required certificates to the COR within five (5) days of the Site Foremen's commencement of the new employment. Deliverable A003

2.4.3.2 Quality Control Manager (QCM) part of key personnel
The Contractor shall designate a QCM auditing quarterly to verify the repair and maintenance work. The designated employee shall review succeeded maintenance and repairs and prove records keeping for each operating device in each operating log (per VdS 2240). The auditing results shall be presented to the COR quarterly. The appointment for the audit presentation to the COR shall be scheduled by the QCM in accordance with the Preventive Maintenance Plan (Para 2.7) and be marked in the PMP as auditing.

The QCM shall have at least two (2) years of relative experience and shall be responsible for the overall management and implementation of the Contractor's Quality Control Plan. Evidence of two years' experience in quality management shall be provided in the form of employment references or certificates from accredited educational institutions at the Post-Award Conference. Deliverable A004. Awarded QCM shall be visible next to all other appointees in the organization chart filled in deliverable A002 organizational chart.

2.4.4 Contractor Requirements.

2.4.4.1 U.S. Residency. N/A

2.4.4.2 Certain administrative personnel will require a Common Access Card (CAC) N/A

2.4.4.3 Qualification Standards.
The Contractor shall inspect, repair, and maintain systems and components associated with facilities listed in real property records as required throughout this contract utilizing properly trained, skilled, and qualified employees or subcontractor personnel.

2.4.4.3.1 Special Qualifications / Certifications:

Contractor:

i) Requirements for the monthly inspections of the sprinkler systems, water spray extinguishing systems, foam extinguishing systems and gas extinguishing system: contractor shall assign verified a) specialized sprinkler attendants and b) gas extinguishing system maintainer which are trained qualified persons according to German Industrial Safety Ordinance (In German: Betriebssicherheitsverordnung - BetrSichV) and the VdS.
In German: Befähigte Personen nach BetrSichV und VdS 6007 zur Prüfung von automatischen ortsfesten Feuerlöschanlagen.

All service technicians identified as said **workforce shall be trained as sprinkler attendants and gas extinguishing system maintainer.**
The workforce operates under the supervision of the site foreman. (Refer to Para 2.4.3.1.2).
Contractor shall provide a) sprinkler system maintenance technician and b) gas extinguishing system maintenance technician certifications at the Post-Award Conference. In the event of personnel change the contractor shall provide the required certificates to the COR within 5 days of the commencement of the new employment. Deliverable A005

ii) Requirements for the semiannual, annual maintenance inspections and repair work:
All included semiannual, annual inspections and the entire repair work for the:

-fire sprinkler,
-CO2 extinguishing systems,
-inert gas extinguishing systems (nitrogen/argon)
-stationary gas warning systems
-and any other suppression systems specified within the Technical Exhibits

shall be obligatory maintained by a verified original constructor company respectively manufacturer, which is identified as a registered VdS-approved constructor / installation / manufacturer company.
VdS stands for Association of Property Insurers.
In German: VdS steht für Verband der Sachversicherer.

All service technicians identified as workforce semiannual / annual / repair service technician shall be identified as technicians employed from a registered

VdS-approved constructor / manufacturer company.
The workforce operates under the supervision of the site foreman. (Refer to Para 2.4.3.1.2).
Contractor shall provide affiliation certifications of the workforce: technicians assigned to subject semiannual, annual and repair work from a registered VdS-approved constructor / manufacturer company at the Post-Award Conference. In the event of personnel change the contractor shall provide the required certificates to the COR within 5 days of the commencement of the new employment. Deliverable A006.

iii) **Requirements for the semiannual maintenance at the Ansul® kitchen extinguishing systems:** The maintenance of professional Ansul® kitchen fire suppression systems should be carried out by trained and certified professional. A Ansul® identification card for technicians identifies them as qualified and trained experts. Ansul® is a Johnson Controls;TYCO (U.S.) premium brand for professional fire extinguishing systems. An Ansul® identification card for service technicians or a written confirmation from a certified Ansul® distributor that assigned technicians are authorized to maintain Ansul® fire extinguishing systems shall be submitted at the Post Award Conference. Deliverable A007.I

iv) Requirements for the Guardian private kitchen extinguishing systems; contractor shall provide (if it is not the same workforce as identified above), evidence that all performing personnel have at a minimum an accompanying German Journeyman's Certificate (Gesellenbrief) in the field of technical or electrical professions, which is a Level 4 European Qualifications Framework (EQF) qualification, e.g., completed apprenticeship in a technical profession, or at least 3 years of proven experience in assembly and maintenance in a technical profession.

The Contractor shall provide respective evidence at the Post-Award Conference and within 5 days after new staff is hired. Deliverable A007.II

2.4.4.4 Contractor Identification.

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 as such to avoid creating an impression in the minds of members of the public that they are Government officials. The Contractor shall ensure that all correspondence, documents or reports produced by Contractors are suitably marked as Contractor products or that Contractor participation is appropriately disclosed. The Contractor shall ensure that personnel are identified as a Contractor to distinguish themselves (e.g., badge, company logo, or uniform) from Government employees. Contractor owned/leased vehicles and equipment should be identified.

2.4.4.5 Standards of Conduct.

Contractor personnel's conduct shall not reflect discredit upon the Government. The Contractor shall ensure all personnel present a professional appearance while working on the Government installation. 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 shall ensure all 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 employee conduct complies with 41 USC 423, *Procurement Integrity*. The Contractor shall also ensure that no Contractor employees conduct political related activities or events on the installation. The removal of such a person shall not relieve the Contractor of the requirement to provide personnel to perform adequate and timely service.

2.4.4.6 Contractor Hiring Restrictions.

The Contractor shall not hire or sub-contract with off-duty or former Government employees whose employment would result in a conflict with AR 600-50, *Standards of Conduct*.

2.4.5 Business Relations.

The Contractor shall successfully integrate and coordinate all activity needed to execute the requirement of this PWS. The Contractor shall manage the timeliness, completeness, and quality of problem identification to a degree acceptable to the Government. The Contractor shall provide to the KO corrective action plans, timely identification of issues, and effective management of subcontractors. The Contractor shall ensure customer satisfaction and professional and ethical behavior of all Contractor personnel.

2.5 Work Management.

Work requirements and timelines shall include coordination with the COR and DPW Utilities and Department of Safety Branches.

2.5.1 Coordination.

As a part of the work scheduling process, the Contractor shall coordinate all work with the Building/Facility Manager in charge of the facility where the work shall be succeeded. The contractor shall acquire knowledge about the buildings, restaurants, kitchen, dining facilities and training facilities. Each access into each building falls into full responsibility of the contractor, any repeating re-scheduling shall be included in the proposed maintenance rate and shall not be billed twice, except a written justification handed to the COR.

2.5.2 Work Standards.

The technical specifications within this PWS define the quality of maintenance and repair accomplished under this Contract. When a standard is not directed, the Contractor shall perform required work to meet industry trade customs and practices and manufacturer's recommendations. If floors, cabinets, appliances, foundations, and other items are removed in order to gain access to the system component to be repaired, the Contractor shall return any repaired area to a condition comparable to the original construction after work is completed. Any Government- or occupant-owned property damaged by the Contractor shall be repaired or replaced immediately at contractor's expense.

2.5.3 On-Call Services for Repair: Routine repairs will be ordered directly to the contractor through the COR. Orders for repairs will be in electronic writing via email.

Response time (On-Call Repair): The contractor's response time to an on-call repair service shall be within four (4) hours of its receipt.

2.5.3.1 Immediate Work Status / List

The status of all assigned repair work shall be available to the COR within three (3) hours of Contractor receipt of request during normal working hours. All repair orders shall be listed in an MS Excel file with location numbers, building numbers and inventory numbers and repair status and repair parts status. (This work status list shall be updated frequently and be sent monthly automatically via Email to the COR in ref. with 2.6.3. Monthly Status Overview. This immediate list serves the present status. Deliverable A008

AQL: 95 % Compliance = no more than two deviances per month.

2.5.3.2 For emergency, the Contractor shall respond latest within thirty (30) minutes to any inquiries from the KO or COR. An Emergency Mobile Phone Point of Contact (POC) shall be established and published within the Post Award Conference. Announced with Deliverable A003.

2.5.3.3 After Duty Hours calls through Department of Safety (DES)

In the event of after duty hours from Monday through Friday after 4 pm, and the entire day on weekends including U.S. and Host Nations holidays', the Department of Safety (Fire station and Military Police Office) take the responsibility and are delegated to place an emergency call for service.

2.5.3.4 Damage Caused by Contractor

Damages caused by Contractor employees shall be repaired at no cost to the Government. In all instances were Contractor's employees damage Government property or equipment, the Contractor shall provide a verbal report to the COR/KO within 24 hours of occurrence. The Contractor shall notify the COR and return the damaged area to its previous condition. All

damage done by the Contractor and/or his sub-contractor/s shall become the Contractor's responsibility. The Contractor shall furnish all labor, materials and equipment to perform the repair work including cultivating and applying seed, sprigging, or placing sod. All turf repair work shall be maintained to ensure successful growth.

2.5.3.5 Third Party Repair Damaged Areas

In the event the Contractor discovers damages caused by another party, the Contractor shall notify the KO and COR of the extent of the damage and propose corrective action. The Contractor shall make no repairs until authorized by the KO.

2.5.3.6 Disposal.

All refuse generated by this Contract shall be legally disposed of, meeting all Federal, State, county, and Installation guidelines for disposal (including disposal of hazardous materials). Hazardous waste materials shall be disposed of IAW applicable Federal, State, and local statutes. Refuse shall be disposed of on a regular basis in order to ensure a neat and orderly appearance of the Contractor's area of responsibility and its surrounding areas. Roll-offs shall be used for large quantities of refuse. Large bulk items shall be broken down to maximize the roll off dumpsters' capacities. The burning of debris, waste material, and other salvageable items is prohibited on the Installation. The Contractor may be able to use Government provided recycling containers as available strictly for recyclable materials accepted by the Recycling Service Contract in effect at the time. Papers, plastics 1-7, aluminum and tin cans shall be recycled. Any misuse of the recycling containers shall be corrected by the Contractor as directed by the DPW or the applicable Quality Recycling Program (QRP) representative, the recycling contractor, or the COR.

2.5.3.7 As-Built Drawings.

The Contractor shall refer to the as-built drawings for each instance that work performed impacts existing real property. When discrepancies in drawings are found during work, the Contractor shall notify the KO or COR.

2.5.3.8 Maintenance of Work Site.

The Contractor shall remove from the work area, at the end of each day and completion of the job, all waste, material, and by-products resulting from work performed. If applicable, the Contractor shall return usable material to a designated storage area for reuse. The Contractor shall ensure all job sites are secured during inclement weather to avoid damages or windblown materials.

2.5.3.9 Installation Recycling Program.

The Installation Recycling Program is a resources conservation effort managed and operated by the USAG Bavaria DPW-Utilities and Service Contract Management Branch.

2.5.3.10 Facilities, Systems, and Equipment Identified for Future Replacement.
Regardless of whether specific facilities, systems, or equipment have been identified for future replacement by the Government, the Contractor shall perform maintenance and repair of the equipment as outlined in this PWS and in cooperation with the COR.

2.5.3.11 New Components.
New components shall match or exceed existing components in both manufacture and quality. The Contractor shall consider aesthetics (i.e., color, texture, and quality) in material selection. If existing aesthetics cannot be matched, the Contractor shall submit variations to the KO/COR for acceptability prior to installation.

2.5.3.12 Energy Conservation Standards.
The Contractor shall provide material and equipment (such as lamps) which meets all Environmental Standards. Electrical equipment and fixtures shall be high efficiency Energy Star rated equipment.

2.6 Contractors Cost Estimate (CE) and Demand Repair Orders (DROs)

2.6.1 Cost estimate (CE)
If a repair is recognized by the contractor due to regular maintenance or other, and cannot be fixed inner this portion, the contractor shall issue self-directed a Cost Estimate to the COR.

Cost Estimates shall be issued within two (2) business days after notifying the repair. Except Emergencies which require immediate action.
An assumption of realistic Labor Hours and material spare parts (2.6.5) shall be noted in the cost estimate.

An acceptance by the COR shall be provided, if a repair is greater than the total of EUR 5.000.00 before the contractor can start the repair. If the repair work is lower than EUR 5.000.00 contractor can start self-directed, never less, the CE shall be sent to the COR as information at any time.

CE in detail showing costs in Labor hours and material parts will be confirmed electronically via email to Contractor's Key Personnel and their administration.
AQL: One hundred percent (100%) Compliance.

2.6.2 Cost estimate shall take effect into a Demand Repair Order (DRO)
DRO repair call - shall be followed by below FORM:
a. Order number
b. Requestor's name

c. Approver's name
d. Priority of service (Prio 1 - 3)
e. Type of service (on-demand service/emergency)
f. summarization of Labor hours and identified spare parts
g. Location (building/facility/equipment/system)
h. Discrepancy/deficiency/cause of fault

2.6.2.1 DRO FORM Close out:

h. Date and time work started
i. Description of service in enough detail to be able to reconstruct work accomplished
j. Actual man-hours per person worked at job site
k. Unit quantities, source, detailed name and costs of materials, parts used
l. Travel hours issued in Labor hours
m. Date and time work completed
n. Total working hours
o. Printed (legible) name and signature of person who performed the work
p. Printed (legible) name and signature of Government assigned Personnel /COR who performed the contract work inspection. If the COR is not at site for the inspection, also a responsible building owner or similar can sign the Work Certificate.
Deliverable A009

2.6.2.2 All DROs shall be executed by the Contractor within the following timelines:

- Priority (Prio) 1 (Emergency) DROs are classified as Emergency (Priority 1) when immediate action is required. These DROs are responded to as soon as possible and no later than two (2) hours after the request. Emergency/Critical DROs are completed within 24 hours of request, unless the urgency of the work has been reduced to a Priority 2 or 3 only by COR/KO.

- Priority 2 (Regular Repair) These DROs shall be completed by the Contractor within eight (8) business days from receipt date, unless reduced to a Priority 3 only by COR/KO.

- Priority 3 (Flextime Repair) These DROs shall be completed by the Contractor within thirty (30) calendar days of receipt.

2.6.3 Monthly repair status overview report list
The Contractor shall create an overviewing DRO status scheduler. The Contractor shall continually update the list as required with the COR.
The status overview report list shall be MS Excel based, and minimum include:

a) Repair Order Number (if applicable)
b) Facility Designation
c) Initials of contractor's employees assigned to the work order
d) Total sum spare parts
e) Total person hours
f) Level of Prio (I, II or III, as applicable)
g) Description of Scope of Work
h) Date Contractor received request for CE proposal
i) Date Contractor submitted CE proposal to Government
j) Date Demand Repair Order received from Government by Contractor
k) Date DRO will start and required completion date
l) Percentage complete, pertinent comments, i.e. phase of work currently in process
m) Delivery date for materials, reason for stoppage or delay (if applicable), etc.
n) CLIN / ELIN Status including all balances, start amount minus used amount, end amount costs and pipeline for upcoming repairs, inclusive status of used maintenances

The overviewing DRO status scheduler shall be issued monthly and shall carry all demand of repair orders from Prio 1 to Prio 3. Scheduler shall be sent by the contractor electronically self-directed and promptly to the COR.

The Contractor shall provide the **monthly repair status overview report** to the COR no later than the last business day of the first week of each new month. The Contractor shall submit a report format for approval thirty (30) business days after contract award. Any format changes can be reviewed and/or approved by the COR as needed. Deliverable A010

Performance Standard: The Contractor shall submit one (1) complete and accurate Monthly Repair Status Overview Report per month, containing all required elements (a through n). The report must be received by the COR no later than the end of the first week of the following month.

Acceptable Quality Level (AQL):

- ***Timeliness: Maximum of one (1) late submission per quarter is permitted, provided it is received by the end of the second week of the month. Submission after the second week is unacceptable.***
- ***Accuracy: 100% compliance required for the inclusion of all mandatory reporting elements (a through n).***

2.6.4 Completed demanded repair order (DRO)

The Contractor, certifying the work was satisfactorily performed, shall identify points below. Within eight (8) business days and 30 (thirty) calendar days of DRO issuance, the COR shall technically complete the DRO to close out the order. Contractor shall present the DRO (2.6.2.) to the U.S. Government self-directed and promptly electronically or in person.

The following parameters shall be taken into account:

a. Number of equipment and/or facility worked on under the DRO. Total labor hours the technician worked and the full materials/parts costs. (2.6.2.)
b. COR signature indicating work has been performed and date. If representative is not available, the Contractor shall note so on the document.
c. As-built information about any utility infrastructure changes made during the course of the work, or operation and maintenance manuals for any installed equipment (as applicable).
d. Site sketch indicating area where work was performed and schematic of activities (as applicable).
e. Digital photos before and after work performance (as applicable).

2.6.5 Materials, repair parts

The Contractor shall be responsible for all materials and parts required for regular Maintenance and repair work. The prices for parts in the applicable contract CLINs shall be inclusive of all related costs.

- All part components prices and articles shall be presented in original on every cost estimate, DRO and invoice from the manufacturer source or aftermarket supply chain source. The contractor shall present original prices of the proposed spare parts at every cost estimate.
- An adequate handling fee will be accepted by the COR. Certain small repair parts components shall receive a smaller fee than parts which can be rarely gotten from the global aftermarket. Fees shall be issued in the correct proportional manner but shall not exceed 20 % of the original market price published by issuing procurement source. In conflict with accurate fees, the KO will make the determination.

AQL: 5% Deviation from performance standard

2.7 Preventive Maintenance Plan (PMP)

The COR will approve the Preventive Maintenance and monthly Inspection Plan (PMP). The PMP shall include details on use of requirements, staffing, personnel qualifications, supervision, material requirements and execution process to support the preventative maintenance addressed in this PWS/CLS. The Preventive Maintenance Plan (PMP) shall be submitted within eight (8) days after contract is awarded to the COR and shall be in use for one (1) maintenance year. The next year plan shall be submitted two months in time before prior's plan ending. Deliverable A011.

2.7.1 PM Schedule time

The Contractor personnel shall complete scheduled preventive maintenance work within ten (10) business days for monthly preventive maintenance per each military community, fourteen

(14) business days for quarterly preventive maintenance, and thirty (30) business days for semi-annual and annual PMs. In case named business days are not enough, a longer period will be agreed at the post award conference. These days are living numbers.
Within five (5) business days of PM completion, the Government shall receive the PM orders for receipt and signatures, electronically or in person.

2.7.2 Approved preventive maintenance schedule
The Contractor shall strictly adhere to the scheduled preventive maintenance dates to facilitate verification of work by the COR. If the Contractor finds it necessary to reschedule a PM, a written request shall be made to the COR, detailing the reasons for the proposed change at least five (5) business days prior to the originally scheduled preventive maintenance date. No scheduled preventive maintenance dates shall be changed without the prior written approval of the COR.

2.7.3 PM Maintenance Log

2.7.3.1 PM Stickers/Log
Upon completion of the preventive maintenance inspection, the Contractor shall attach a sticker to the equipment item (or in the immediate vicinity thereof), indicating the equipment Maintenance Control Designation (MCD) number, the date of maintenance, and the initials and identification number of the Contractor employee who performed the work.
This procedure mainly affects the Guardian and Ansul kitchen maintenance.
Preventive maintenance will not be considered performed unless the sticker is current and affixed.

In instances where a PMO sticker is not practicable, then the Contractor may elect to maintain a current PMO log in lieu of a sticker near to the systems. Deliverable A012

2.7.3.2 PM Protocols
Contractor shall issue a protocol within every maintenance cycles to show all quality control points are checked according to required PWS, CLS, Maintenance Scheduler and manufacturer requirements. The protocol shall be issued for each item on the attachment technical exhibit list (TE) with each maintenance cycle during the year and for each semi-annual and annual maintenance. Deliverable A013
AQL: 2% Deviation from performance standard

2.7.4 Operations & Maintenance (O&M) Library:
The Contractor shall create and maintain a current repository of all O&M protocols and manuals from the manufacturer or supplier for all facilities and equipment delineated in the Contractor's program. Maintenance Protocol library file shall be available at each singular site. The Contractor shall also create and maintain a technical document library for equipment

such as O&M manuals, Test and Balance or commissioning reports. The Technical Reference Libraries shall be updated as required to ensure that all information therein is correct. The Technical Reference Libraries shall be considered Government property. These documents shall be managed in such a way to allow access to the documents by Government and Contractor personnel, including service providers other than the Contractor. Deliverable A014

2.7.4.1 Attachment: Technical exhibit list (TE)

The Contractor shall perform maintaining and updating and inventorying the Government's technical exhibit (inventory) list (TE) as needed per daily operation and directed by the Government. The Contractor shall provide TE updates and TE Index updates electronically to the COR, as soon any change occurs and throughout the life of the contract autonomous and independent without any prompting from the Government. Deliverable A015

AQL: 2% Deviation from performance standard

2.7.4.2 Conversion of Demand repair order (DRO) to a greater Project

The Contractor shall not at any time exceed the repair order without approval by the COR/KO. The Contractor may determine that a repair, as requested, will exceed the cost threshold during execution or prior to execution. The procedures for each circumstance are detailed below.

2.7.4.4 Subcontract Work

Work, which the Contractor proposes to subcontract, shall be identified in any cost estimate. Information, documentation, and calculation required for subcontract work is the same as that required for work to be performed by the Contractor's work force.

In general, the intent is that the appointed specialized contractor provides the performance. If a subcontractor necessarily needs to be appointed by the contractor, a plausible explanation shall be announced by the contractor to COR before each workforce.

2.7.4.5 Specialty Subcontracting Work

Reserved

2.8 Warranty Program

All identified equipment, parts, components and the location that the manufacturers provide a warranty shall be exercised for the duration of this contract. DPW Records identify the item, the nature and expiration date of the warranty, and the name and location of the firm to contact about entitlement under the warranty. The Contractor shall update all warranty records on any items of equipment or repair items to which the Government will take title, or which shall be installed on Government property.

2.8.1 Warranty Enforcement Manager

The Contractor shall designate a Warranty Point of Contact (POC) to monitor and track all Government-owned and future owned equipment having a warranty under Para 2.8. Deliverable A016. The Warranty Enforcement Manager shall be implemented in the Contractor's Org Chart mentioned with Deliverable A002.

2.8.2 Warranty Management

The Warranty Manager shall receive a listing of all reflecting parts from the DPW Work order desk / management to review list for facilities items under warranty for possible furnishing guarantees. List shall be monitored by contractor and all repair items during contract lifetime shall be entered in. Receipt of guarantees shall automatically be forwarded to the COR. Contractor is requested to require such list from COR.

2.8.3 Routing of Warranties

The Contractor personnel shall be familiar with all facilities and equipment under warranty to notify their Warranty Manager of requests impacting warranties.
For repair assigned to other service providers (e.g. other contractors), the Warranty Manager shall notify said service provider, who shall then determine if the problem is a valid warranty item. If the item is a valid warranty request, Warranty Manager shall assign service provider to initiate repair, and the repair again shall be routed to warranty provider for repair. If the repair requirement item is not covered by the warranty, the repair shall be completed by contractor. Warranty items that may have been overlooked by repair requests may be flagged by technicians or workmen as warranty items. In such cases, the DRO shall be routed back to the Warranty Manager and the DRO shall be routed to the warranty provider for repair. Contractor shall place warranty calls and track status until warranty repair has been completed.

2.8.4 Warranty Records

The Contractor shall comply with standard Army execution and warranty claim action reporting programs, as defined in AR 700-139. https://armypubs.army.mil. Bought articles by the contractor shall be brought with the warranty certificate and shall be filed in the O&M library.

2.9 Technical Document Library Operation

The Contractor shall store, maintain and make technical documents available to all Government personnel and others approved by DPW upon request. If electronic versions are available, the Contractor shall provide these via e-mail or other electronic media. If no electronic copy is available, the hardcopies will be scanned and sent to the Government personnel and others approved by DPW. Contractor shall obtain and record adequate contact information from the borrower, and the documents will be checked out for no longer than five (5) days. In the case where only one hardcopy exists and the document cannot be scanned; the documents shall be made available for reference or for copies. The Contractor, to the

maximum intent possible, shall maintain all warranty documents in an electronic data base and made available at any time.

2.10 Maintain As-Builts

The Contractor shall maintain as-built drawings. (German: Bestandsdokumentation). Utility repairs, component replacements, modifications, alterations, and additions to all systems and components shall be electronically redlined, as well as on the hard copy maps upon completion of work. The Contractor shall annotate all components replaced during the period of the contract and annotate all items removed from service.

2.11 Historic Property or Archaeological Site N/A

2.12 Security

2.12.1 Access and General Protection/Security Policy and Procedures.

The Contractor and all associated subcontractors' employees shall comply with applicable installation, facility, and local security policies and procedures. The Contractor workforce shall comply with all personal identity verification (PIV) requirements as directed by DOD, Headquarters Department of the Army (HQDA), and local policy. The KO/COR will request changes in Contractor security matters or processes if the Force Protection Condition (FPCON) at any individual facility or installation changes.

2.12.2 Rules, regulations, direction, and requirements issued by the Commander apply to the Contractor. The Contractor shall become acquainted with and comply with all Government regulations as posted, or as required by the KO. Regulations, manuals, and technical documents applicable to this Contract are listed in Section 7.2 of this PWS. Control for classified publications requirements can be located in AR 380-5, *Department of The Army Information Security Program*, and secured in a filing type cabinet with a built-in locking device with tumblers and General Services Administration (GSA) approved security container (https://armypubs.army.mil).

2.12.3 Contractor Vehicle Registration. Currently there is no requirement to register Contractor owned vehicles with the Provost Marshal or DES. However, the Contractor shall maintain a list of all Contractor-owned or operated vehicles and trailers operating on the installation at all time. The list may be used in case of emergency and/or other contingency. Evidence of vehicle ownership and vehicle liability insurance must be presented upon application of vehicle registration. Contractor Vehicle List shall be provided to the COR within ten (10) days after contract award. Deliverable A017

2.12.4 Contractor and all associated subcontractors' employees shall comply with applicable installation, facility and area commander installation/facility access and local

security policies and procedures (provided by DES) IAW Army Directive 2014-05. The Contractor shall provide all information required for background checks to meet installation access requirements, to be accomplished by the installation Provost Marshall Office or DES, or Security Office. The contractor workforce must comply with all personal identity verification requirements 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.

2.13 Security Training.

The Contractor shall submit training certificates of completion for each affected Contractor employee and subcontractor employee (web based certificate or signed attendance sheet) to the COR as described in the Paragraph after completion of the training.

2.13.1 Anti-Terrorism (AT) Level I Training.

IAW AR 525-13, Antiterrorism, all Contractor employees, including sub-contractor employees, requiring access to Army installations, facilities, or controlled access areas shall complete Antiterrorism (AT) Level I awareness training within 30 calendar days after contract start date or effective date of incorporation of the requirement into the contract, whichever applies. The Contractor shall submit certificates of completion for each affected contract employee and subcontractor employee to the KO or COR within 30 calendar days after completion of training by all employees and subcontractor personnel on a recurring annual basis. AT Level I awareness training is available at the following site: https://jkodirect.jten.mil

Deliverable A018

2.13.2 If access to a computer is not available, the unit's Level II Anti-Terrorism Officer (ATO) will conduct AT Level I training for the Contractor and employees within 30 business days after contract start and maintain a copy of the attendance roster for one (1) year. Any Contractor hired after contract start will be required to receive AT Level I training within 30 calendar days by USAG Bavaria Grafenwoehr Tower Barracks ATO. It will also be acceptable for the new hire to take the training on line and present the training certificate to the KO or COR within 30 calendar days. If the requiring activity does not have an ATO, the first ATO in the chain of command will conduct this training.

2.13.4 iWATCH Training.

The Contractor shall brief the local iWATCH program (training standards provided by the USAG Bavaria ATO to all of Contractor's employees and associated subcontractors. This training is used to inform employees of the types of behavior to watch for and instruct

employees to report suspicious activity to the USAG Bavaria Military Communities, Police Department and the COR. The Contractor shall complete the training within 30 calendar days after contract award and within 30 calendar days of new employees commencing performance and send to the KO or designated Government representative/COR via both electronic and paper copy within 30 calendar days of completion.
Training slides can be found on the Army OneSource web site:
https://home.army.mil/bavaria/application/files/1715/7857/7112/iWatch_Trifold_English.pdf
Deliverable A019

2.13.5 Operational Security (OPSEC) Awareness Training.

IAW AR 530-1, *Operations Security*, Contractor employees shall complete Level I OPSEC Awareness training within 30 calendar days after contract award and within five (5) calendar days of new employees commencing performance. Completion certificates will be made available to Government within ten (10) business of completion or upon request from the Government. All Contractor personnel shall complete Level I OPSEC Awareness training annually. Level I OPSEC training is available at the following website:
http://www.cdse.edu/catalog/elearning/GS130.html

Deliverable A020

2.14 Safety.
The Contractor shall safeguard and maintain all Government and Contractor property, as well as provide for the safety and well-being of personnel employed under this contract. The Contractor shall comply with AR 385-10, The Army Safety Program, https://armypubs.army.mil.

2.14.1 Safety Plan.
The Contractor shall develop and implement a safety plan for its employees. The plan shall be immediately made available upon request of the KO and COR.

2.14.2 Host Nation Safety/Health Laws and Regulations:
In Germany: Arbeitsschutzgesetz (ArbSchG). The Contractor shall comply with the host nations Occupational Safety and Health Administration (ArbSchG); DoD and DA regulations and instructions, AR 385-10; U.S. Army Corps of Engineers' Safety and Health Requirements Manual (EM-385-1-1). The Contractor shall comply with all applicable Federal, State, and local laws, regulations, and directives. The Contractor shall establish medical surveillance, industrial hygiene, and individual protective equipment programs sufficient to meet requirements delineated in ArbSchG standards.

2.14.3 Reporting of Fire and Safety Hazards.
The Contractor shall train personnel to recognize fire and safety hazards and encourage personnel in the performance of their duties to report fire and safety hazards and unsafe

conditions to their supervisor. NFPA 51B, Standard for Fire Prevention During Welding, Cutting, and Other Hot Work, provides guidance for persons, including outside Contractors and property managers, who manage, supervise, and perform hot work. It covers provisions to prevent loss of life and property from fire or explosion as a result of hot work.
The Contractor shall be responsible for obtaining all the necessary permits for hot work or welding. The Contractor shall coordinate with the installation Fire Department. The contractor shall advise the COR of any anticipated hot work (welding) so that the required advanced approval may be obtained.

2.14.3.1 A Hot Work Permit Log shall be issued by the individual Local Fire Department; it will be maintained and presented to the KO or COR upon request. The Contractor shall take corrective action to remedy reported deficiencies IAW the terms of this contract. The KO and COR shall be notified of deficiencies beyond the terms of this contract.

2.15 Training, Physical Requirements, or other Expertise Required.

2.15.1 Certified.
The Contractor shall ensure all its employees and associated subcontractors are certified or licensed in the specific areas as required by the state of Germany. The Contractor shall ensure its employees are certified or licensed in the appropriate Environmental Protection Agency (EPA) areas as required.

2.15.2 New Facilities Equipment Training.
During the life of contract occasionally new systems have to be incorporated into the contract and existing system will become an upgrade. At the time new or upgraded systems are turned over to the customer, the contractor shall attend the technical instruction and the technical final inspection. The contractor will get paid labor hours actual attended on the technical instructions and final inspections.

2.15.3 Environmental Compliance.
The Contractor shall comply with all Host Nation - Federal, State, local, and installation environmental laws, rules and plans. The Contractor shall use, store and dispose of all materials, chemicals, and equipment used in the performance of services on the installation IAW with industry standards, local, Federal and State laws, and according to manufacturers' recommendations. The Contractor shall be financially liable for all fines and associated costs for non-compliance with local, Federal and State laws regarding hazardous waste management including but not limited to: hazardous materials spillage, improper handling and transportation and improper waste disposal. The Contractor shall make all environmental and hazardous material records available upon request from the KO or designated Government representative/COR.

2.15.3.1 For materials that have Material Safety Data Sheets (MSDS) (German: Sicherheitsdatenblätter) associated with them, the Contractor shall submit the MSDS to the COR for approval five (5) days before delivery of the material. The Contractor shall adhere to all applicable requirements of the Installation Hazardous Waste Management Plan. The Contractor shall provide all materials, labor, training, transportation, and equipment for the handling and storage of hazardous materials. Deliverable A021

2.15.3.2 Employees handling hazardous or toxic materials shall be properly trained under 29 CFR 1910.1200 Hazard Communication (HAZCOM) and documentation of training provided to the KO and COR within 30 calendar days of the start of the contract. The Contractor shall ensure all required documentation of certification or licensure for Contractor personnel are provided to the KO and COR within 24 hours prior to employees commencing performance.

2.15.4 Hazardous Waste. N/A

2.15.4.3 All other waste generated by the Contractor shall be disposed of by a third party Contractor IAW applicable Host Nation, State and Federal Standards and Regulations.

2.15.5 Environmental Management System (EMS).
Conformance with Environmental Management System (EMS): USAG Bavaria Environmental Division has implemented an Environmental Management System (EMS) to proactively deal with the environmental impacts of its processes, activities and services. All personnel performing work for or on behalf of USAG Bavaria Military Communities must be aware of and understand USAG Bavaria Environmental Division Environmental Policy. Upon request the policy can be obtained at USAG Bavaria Environmental Office Grafenwoehr-(Tower Barracks)

2.15.5.1 The Contractor is also responsible to ensure that no goods and services used by the Contractor or any of its subcontractors deviate from USAG Bavaria Environmental Division Environmental Policy.

2.15.5.2 Compliance with Environmental Laws and Regulations: Contractor shall comply with all applicable Federal, State, and local environmental laws, statutes, regulations, executive orders, permits, Army regulations (with supplements), and European DIN, VDE and ISO regulations. Contractor shall immediately report any conflicts between applicable Federal, State, local environmental laws, statutes, Executive Orders, AR 200-1, and any specifications within this contract to the KO and COR. Any questions regarding EMS may be directed to the Installation EMS Coordinator or Contracting Officer’s Representative.

2.15.6 Spill Plan.
Any spillage caused by the contractor during work performance has to be handled, cleaned

and disposed of by the contractor and to the contractor's expense.

2.16 Contingency Plans

2.16.1 General

The Contractor shall establish, maintain, and implement contingency plans for mobilization, disaster, and labor dispute contingencies. The plans shall assume no Government support to the Contractor workforce. The Contractor shall, within thirty (30) business days of contract award, designate in writing a single contact Designated Contingency Coordinator (DCC) within the Contractor's organization. The DCC shall participate and coordinate with the installation contingency and mobilization planning activities. The DCC shall participate in the installation contingency, emergencies, mobilization planning and execution conferences; and shall modify and maintain appropriate Contractor contingency plans to complement or enhance corresponding installation plans. The Contractor shall submit all plans to the KO and COR for approval.

2.16.2 Disaster Contingency Plan

This plan shall establish procedures, personnel, and means of maintaining performance of all PWS requirements in the event of a disaster. The Contractor shall establish a Disaster Contingency Plan within sixty (60) business days of contract award and updated annually thereafter. The plan shall be presented upon request by the KO and COR.

2.16.3 Mobilization Contingency Plan

If applicable, this plan shall establish procedures, personnel, and means of maintaining or expanding performance of all PWS requirements in the event of rapid deployment or sudden build-up of military forces. The Contractor shall establish a Mobilization Contingency Plan within sixty (60) business days of contract award and update them annually thereafter. The plan shall be presented upon request by the KO and COR.

2.16.4 Labor Dispute Contingency Plan

This plan shall establish procedures and identify responsible personnel to provide the services below, with no interruption in the event of a labor dispute:

a. Identify and address critical Preventive Maintenance and inspection tasks.
b. Maintain electrical emergency generators.
c. Process and execute emergencies and urgent service and work orders.

The plan shall establish procedures and a time frame to secure replacement personnel in the event of a strike and shall also record the Contractor's experience with and establish

Contractor procedures for collective bargaining. The Contractor shall establish a Labor Contingency Plan sixty (60) business days after contract award date.

The plan shall be presented upon request by the KO and COR.

2.16.5 The services shown here are USAG Bavaria Mission Essential Services and identified as essential during the performance of this contract.

2.16.5.1 Emergency Utilities Operating Procedures

The Contractor shall establish a plan how the Contractor proposes to utilize his personnel, materials, and equipment to respond to and accomplish emergency maintenance or repair work during all regular and non-regular duty hours for any utility outages.

The plan shall include a procedure to follow in the event that electrical power to buildings or portions thereof is lost.

The plan shall be presented upon request by the KO and COR.

3.0 Performance Requirements and Standards.

3.1 Quality Assurance.

The Government will evaluate the Contractor's performance under the contract IAW the Government's Quality Assurance Surveillance Plan (QASP). The Performance Requirements Summary (PRS) defines the criteria of how the Contractor's performance will be evaluated, the frequency of surveillance, and the items to be inspected. Although the Government will develop a QASP, Government surveillance of Contractor performance is not limited to the QASP, or the performance objectives, outlined in the PRS. The Government retains the right to evaluate all services required by the contract. The Government will perform inspections and tests in a manner that will not unduly delay the work.

3.2 Quality Control Plan (QCP).

Quality control is the responsibility of the Contractor. The Contractor shall develop, implement and maintain an effective quality control program which shall be documented in a QCP to ensure services are performed IAW this PWS. The Contractor shall develop and implement procedures to identify, prevent, and ensure no recurrence of defective services. The Contractor's QCP is the means by which they assure themselves that the work conforms to contract requirements. The basic principle of the plan is that the Contractor is responsible for quality control.

The plan shall include a description of the inspection system to address services listed in this PWS, and a description of the methods to be used for identifying and preventing defects in the quality of services performed. The plan shall include a description of the Contractor's inspection system to include specifics as to areas to be inspected on a scheduled and unscheduled basis, frequency of inspections, and the title and organizational placement of the Contractor's inspectors.

No lead person or first line supervisor shall be considered a Quality Control Inspector. The Contractor shall develop, maintain, and submit a quality Control Plan at the post award conference to the awarded COR..

Deliverable A022.

3.2.1 Quality Control Files.

The Contractor shall maintain files of all inspections or tests conducted by the Contractor, to include any corrective actions taken. These files shall be subject to Government review at the COR's discretion during the contract term, to include any extensions of contract term. The Quality Control Files will be the property of the Government and shall be turned over to the Government upon completion or termination of the contract.

AQL: 2% Deviation from performance standard

4.0 Performance Task Requirements, Standards and Acceptable Quality Levels (AQLs)

Required Services	Contract Part No Overarching PWS Para	Performance Standard	Acceptable Quality Level (AQL)
1. During regular maintenance and repair operations: Contractor shall inform the Fire Department point-of-contact (POC), the DPW Utilities POC's of the individual Military Communities, prior to outages that will impact the function of the system. Fire Department will reset alarm systems to operational status.	PWS, paragraph (Para) 1.4bFacility Access	Contractor shall show consideration for the fire department and shall comply with stated instructions directed. Lunch time from 12.00 noon until 1 p.m. the testing shall pause.	No Deviation from Performance Standards
2. 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.	PWS, Para 1.4.1 Key Issue / Key Control	The Contractor shall establish and implement methods of ensuring that all lock combinations are not revealed to unauthorized persons.	No Deviation from Performance Standards
3.The COR and appointed Team shall meet on request with the Contractor to review the Contractor's performance and discuss any problems at no cost to the Government	PWS Para 2.4.1; ii), Frequent Performance Evaluation Meetings;	The meeting shall be scheduled at a minimum on a quarterly basis on request by both parties and participating is obligatory.	No Deviation from Performance Standards
4. Written minutes of meetings shall be accountable recorded by the Contractor and signed by the Project Manager (PM), Site foreman (SF) and the COR.	2.4.2 Written minutes of meetings	Written minutes shall be distributed within five (5) Business days after the meeting.	No Deviation from the Standard
4.The Site Foreman (SF) shall be visual present at the Military Community site.	PWS Para 2.4.3.1.2	The Site Foreman shall be available and reachable during the specified operation hours and responsible for acting as the daily requested operation.	No Deviation from Performance Standards
5.The status of all assigned work shall be available to the COR within three (3) hours of Contractor receipt of request during normal working hours. All repair orders shall be listed in a MS Excel file with location numbers, building numbers and inventory numbers and repair status and repair parts status.	PWS Para 2.5.3.1 Immediate Work Status	This work status list shall be updated frequently and sent monthly automatically via Email to the COR in ref. with 2.6.3. monthly status overview. This immediate list serves the present status.	No Deviation from Performance Standards

6. Cost Estimates shall be issued within two (2) business days after notifying the repair. Except Emergencies which requires an immediate action. An assumption of realistic Labor Hours and material spare parts (2.6.2) shall be noted in the cost estimate.	PWS Para 2.6.1 Cost estimate (CE)	An assumption of realistic Labor Hours and material spare parts (2.6.2) shall be noted in the cost estimate.	No Deviation from Performance Standards
7.Monthly repair status overview report list The Contractor shall create an overviewing DRO status scheduler. The Contractor shall continually update the list as required with the COR.	PWS Para 2.6.3 Monthly repair status overview report list	The overviewing DRO status schedule shall be issued monthly and shall carry all demand of repair orders from Prio 1 to Prio 3. Scheduler shall be sent by the contractor electronically self-directed and promptly to the COR.	No more than ten percent (10%) defects quarterly allowed. Defined standard is three (3) reports per month to be received in the first week of every new month. A deviation of 10% occurs if the report appears at the end of the second week cumulated per quarter. Later than end of second week is not acceptable.
8. All part components prices and articles shall be presented in original on every cost estimate, DRO and invoice from the manufacturer source or aftermarket supply chain source.	PWS Para 2.6.5 Materials, repair parts	The contractor shall present original prices of the proposed spare parts at every cost estimate.	No more than five percent (5%) deviation from performance standard allowed.
9. PM protocol shall be issued for each item on the attachment technical exhibit list (TE) with each maintenance cycle during the year and for each semi-annual and annual maintenance	PWS Para 2.7.3.2 PM Protocols	The protocol shall be issued for each item on the attachment technical exhibit list (TE) within each maintenance cycle during the year and for each semi-annual and annual maintenance.	No more than two percent (2%) deviation from performance standard allowed.
10. The Contractor shall perform maintaining and updating the Government's technical exhibit (inventory) list (TE) as needed per daily operation and directed by the Government	PWS Para 2.7.4.1 Attachment: Technical exhibit list (TE)	The Contractor shall provide TE updates and TE Index updates electronically to the COR, as soon any chang occur and throughout the life of the contract autonomous and independent without any prompting from the Government	No more than two percent (2%) deviation from performance standard allowed.

11. The Contractor shall maintain files of all inspections or tests conducted by the Contractor, to include any corrective actions taken	PWS Para 3.2.1 Quality Control Files	These files shall be subject to Government review at the COR's discretion during the contract term, to include any extensions of contract term.	No more than two percent (2%) deviation from performance standard allowed
12. After completion of each maintenance cycle, the monthly-, semi-annually-, annually- and the safety inspections after ten (10) respectively 20/25 year inspections and system repairs, a functional test for the proper operation of the system shall be accomplished.	Attachment 01, CLS, Para 5.2.2.10 Functional Test:	After completion of the work the entire USAG Bavaria fire extinguishing systems must be in an operable and alert condition. All malfunctions shall be eliminated immediately and shall not be allowed to remain unresolved until the next maintenance cycle. This is the full responsibility of the contractual partner. If any recognized fault cannot be repaired immediately, it is the responsibility of the contractual partner to start an immediate repair and to follow up involving COR and KO, creating self-directed Cost Estimates until the damage is repaired.	No Deviation from Performance Standards
13. All services shall be performed in accordance with applicable regulations	Attachment 01 - Para 5.2.1 Performance of maintenance services according to applicable regulations as stated	as stated here and readable in the continuous text of the PWS and Attachment 01 CLS and Attachment 03: - US NFPA 17A; wet chemical extinguishing system, - NFPA 25; water-based fire protection systems, - NFPA 75; fire protection for information technology equipment , - VdS 2091: 2022-03 (09) Maintaining the operational readiness of water extinguishing systems – sprinkler systems, - VdS 2893 Maintaining the operational readiness of fire extinguishing systems with gaseous	No Deviation from Performance Standards

		extinguishing agents.	
14. Within eight (8) weeks after contract award contractor has identified which systems shall be inspected,	Attachment 01 – Para 5.2.2.2 Performance of safety inspection	the Contractor shall submit to the COR a proposed time schedule for the ten (10) respectively twenty-/twenty-five (20/25) year safety inspection. The Contractor shall not deviate from approved maintenance schedules.	No Deviation from Performance Standards
15. The Contractor shall submit to the COR a proposed time schedule for replacement of the liquid fire extinguishing agent and the change of the liquid inclusive the container exchange at the specified fire extinguishing systems.	Attachment 01 – Para 5.2.2.3 Change of liquid and batteries	Within thirty (30) workdays after the Post Award Conference the contractor shall submit a time schedule for replacement of liquid fire extinguisher.	No Deviation from Performance Standards
16. The contractor shall review and update all Technical Exhibits TE 1 – TE 10 after performance of maintenance and inspection work, that all data on the TE's are up to date and correct according to PWS 2.7.4.1.	Attachment 01 – Para 5.2.2.12 Record Keeping	According to manufacturer guidelines and safety regulations, bottles, pressures hoses, extinguishing agent, batteries etc. shall change after certain periods in operation. (Attachment 03).	No Deviation from Performance Standards
17. After completion of each maintenance cycle, the monthly-, semi-annually-, annually- and the safety inspections after ten (10) respectively 20/25 year inspections and all system repairs, a functional test for the proper operation of the system shall be accomplished.	Attachment 01 – Para 5.2.2.10 Functional test and operational status	Functional tests shall be accomplished and transmitted if installed through fire control system (Fire Departments & DPW Utilities Responsible POC's) and documented on the Protocol, DRO Form and or Work Certificate	No Deviation from Performance Standards
18. Part 6.0 Deliverables	Para 6.0 Deliverables Schedule	Deliverables shall be provided according to Part 6.0 Deliverables Schedule	No Deviations from Performance Standards
19. Part 7.0 Related Documents	Para 7.7 System for Award Management (SAM) Service	Report Labor Hours NLT 31 Oct after each Calendar Year	No Deviations from Performance Standards

	Contract Report (SCR)		

5.0 Common Levels of Support (CLS)

The Contractor shall provide overall management, supervision, personnel, labor, generalized or specialized equipment necessary to maintain, inspect, repair, operate, and perform all the CLS functions of the Base Operations specified below. This shall be done IAW all the terms, conditions, general and special provisions, specifications, drawings, attachments, and exhibits contained herein or incorporated by reference.

The Contractor shall ensure that all work meets or exceeds the specifications and specific tasks IAW Attachment 01, Common Level of Support CLS 411, Paragraphs 5.1 – 5.2.3.1 Including Attachment 03 Specification_Maintenane_Inspections_Tasks_Intervalls

CLS	Service Title	Attachment No.
411	Maintenance, Inspection and Repair of comprehensive Fire Extinguishing Systems	Attachment 01 – Paragraph 5.1 – Paragraph 5.5 Attachment 03 - Specification_Maintenance_Tasks_Intervalls

6. Deliverables

Deliverable	Frequency	# of copies	Medium/ Format	Distribution
A001 PWS Para 2.4.1.2 Post Award Conference and frequent Performance Evaluation Meetings: minutes of meetings shall be accountable recorded by the Contractor and signed by the Project Manager (PM), Siteforeman (SF) and the COR.	written minutes shall be distributed by the contractor within five (5) Business days after each meeting.	one	either Word or Excel or Power Point as a PDF	COR
A002 PWS Para 2.4.3 B) Contractor B) contractor's personnel (including key personnel) work force on this contract shall be designated in writing and presented in an organizational chart	at the start of the contract and updated if necessary by the contractor	one	either Word or Excel or Power Point or similar as a PDF	COR
An Emergency Mobile Phone Point of Contact (POC) shall be established and published	Within the Post Award Conference	one	either Word or Excel or Power Point or similar as a PDF	COR at the Post Award Conference
A004 Quality Control Manager (QCM) PWS Para 2.4.3.2 Evidence of two years' experience in quality management shall be provided in the form of employment references or certificates from accredited educational institutions in the field of quality management. QCM shall auditing quarterly the repair and maintenance work	at the Post Award Conference	one	either Word or Excel or Power Point or similar as a PDF	COR at the Post Award Conference

A005 All service technicians identified as workforce: sprinkler systems, water spray extinguishing systems, foam extinguishing systems, gas extinguishing system: shall be trained as sprinkler attendants and gas extinguishing system maintainer. for the assigned workforce	Workforce shall be presented at the post-award conference. In the event of personnel change the contractor shall provide the required certificates to the COR within five (5) days of commencement of the new employment	number of workforce members	either Word or Excel or Power Point or similar as a PDF	COR
A006 All service technicians identified as workforce semiannual / annual / repair service technician shall be identified as technicians employed from a registered VdS-approved constructor / manufacturer company.	shall be submitted at Post-Award Conference. In the event of personnel change the contractor shall provide the required certificates to the COR within five (5) days of commencement of the new employment	number of workforce members	either Word or Excel or Power Point or similar as a PDF	COR at Post-Award Conference
A007.I I) All service technicians identified as Ansul® service technician workforce shall present an Ansul® identification card or a written confirmation from a certified Ansul® distributor that assigned technicians are authorized to maintain Ansul® fire extinguishing systems. Certifications shall be submitted at the Post-Award conference.	shall be submitted at Post Award Conference. In the event of personnel change the contractor shall provide the required certificates to the COR within five (5) days of commencement of the new employment	number of workforce members	Copy	COR at Post-Award Conference
A007.II II) contractor shall provide (if it is not the same workforce as identified above), evidence that all performing Guardian service technician have at a minimum a German Journeyman's Certificate (Gesellenbrief) from the official chamber of commerce in the specific fields of electricity or technical profession.	Certificates for the workforce "Guardian" shall be presented at the post-award conference. In the event of personnel change the contractor shall provide the required certificates to the COR within five (5) days of	number of workforce members	either Word or Excel or Power Point or similar as a PDF	COR

	commencement of the new employment			
A008 PWS Para 2.5.3.1 Immediate Work Status / List. The status of all assigned work shall be available to the COR within three (3) hours of Contractor receipt of request during normal working hours. All repair orders shall be listed in an MS Excel file with location numbers, building numbers and inventory numbers and repair status and repair parts status.	presented at the start of the contract	one	either Word or Excel or Power Point or similar as a PDF	COR
A009 PWS Para 2.6 Contractors Cost Estimate (CE) and Demand Repair Orders (DROs) Forms shall be presented and include all pointed numbers as stated in the paragraph including the Priority Classification.	presented at the start of the contract	one	either Word or Excel or Power Point or similar as a PDF	COR
A010 PWS Para 2.6.3 Monthly repair status overview list The Contractor shall create an overviewing DRO status scheduler. The overviewing DRO status scheduler shall be issued monthly and shall carry all demand of repair orders from Prio 1 to Prio 3. Scheduler shall be sent by the contractor electronically self-directed and promptly	monthly, not later than the last business day of the first week of each new month	one	Excel file	COR

A011 PWS Para 2.7 and CLS 5.2.2.1 The COR will approve the Preventive Maintenance and monthly Inspection Plan (PMP). The PMP shall include details on use of requirements, staffing, personnel qualifications, supervision, material requirements and execution process to support the preventative maintenance addressed in this PWS/CLS/Maintenance Specifications Attachment 03.	presented at the start of the contract	one	Excel file	COR
A012 2.7.3.1 PM Stickers/Log Upon completion of the preventive maintenance inspection, the Contractor shall attach a sticker to the equipment item (or in the immediate vicinity thereof), indicating the equipment Maintenance Control Designation (MCD) number, the date of maintenance, and the initials and identification number of the Contractor employee who performed the work.	presented at the start of the contract	one	Sticker	COR
A013 2.7.3.2 PM Protocols Contractor shall issue a protocol within every maintenance cycles to show all quality control points are checked according to required CLS, Maintenance Scheduler and manufacturer requirements	presented at the start of the contract	one	either Word or Excel or Power Point or similar as a PDF	COR
A014 2.7.4 Operations & Maintenance (O&M) Library. The Contractor shall create and maintain a current repository of all O&M protocols and manuals from the manufacturer or supplier for all facilities and equipment delineated in the Contractor's program.	presented at the start of the contract	one	Collection of PM Protocols and Work Certificates, either Word or Excel or Power Point or similar as a PDF	COR

A015 2.7.4.1 Technical inventory list (TIL) The Contractor shall perform maintaining and updating the Government's technical inventory list (TIL) as needed per daily operation and directed by the Government.	presented at the start of the contract	one	Excel file	COR
A016 Para 2.8.1. The Contractor shall designate a Warranty Point of Contact (POC) to monitor and track all Government-owned and future owned equipment having a warranty under Para 2.8.	presented at the start of the contract	one	Collection of PM Protocols and Work Certificates, either Word or Excel or Power Point or similar as a PDF	COR
A017 Para 2.12.3. Contractor shall maintain a list of all Contractor-owned or operated vehicles and trailers operating on the installation at all times. The list may be used in case of emergency and/or another contingency.	List shall be provided to the COR within ten (10) days after contract award	one	Collection of PM Protocols and Work Certificates, either Word or Excel or Power Point or similar as a PDF	COR
A018 2.12.6 Anti-Terrorism (AT) Level I Training. Antiterrorism, all Contractor employees, including sub-contractor employees, requiring access to Army installations, facilities, or controlled access areas shall complete Antiterrorism (AT) Level I awareness training	presented 30 days after contract start date	number of workforce members	Certificates as PDF	COR
A019 2.12.8 iWATCH Training This training is used to inform employees of the types of behavior to watch for and instruct employees to report suspicious activity to the USAG Bavaria Military Communities, Police Department and the COR.	presented 30 days after contract start date	number of workforce members	Certificates as PDF	COR

A020 2.12.8 Operational Security (OPSEC) Awareness Training All Contractor personnel shall complete Level I OPSEC Awareness training annually.	presented 30 days after contract start date	number of workforce members	Certificates as PDF	COR
A021 2.10.3.1 For materials that have Material Safety Data Sheets (MSDS) (German: Sicherheitsdatenblätter) associated with them, the Contractor shall submit the MSDS to the COR for approval five (5) days before delivery of the material.	presented with beginning at the start of the contract as soon as occurring	one	Copy as PDF	COR
A022 3.2 Quality Control Plan (QCP). The Contractor shall develop, implement and maintain an effective quality control program which shall be documented in a QCP to ensure services are performed IAW this PWS	Submission at Post-Award Conference	one	Copy	COR at Post-Award Conference
A023 CLS Para 5.2.2.2 Safety inspection after Inspection after Ten (10) and Twenty/Twenty-Five (20/25) Years of Operation.	presented eight (8) weeks after contract award	one	Excel file	COR
A024 CLS Para 5.3.2 Invoice summary information: An excel spread sheet is required in conjunction with the invoice stating information IAW Para 5.4 Monthly Financial Status Report (MFSR)	presented twenty-five (25) workdays after end of each month	one	Excel file	COR
A025 CLS Para 5.4 Monthly Financial Status Report (MFSR)	Beginning every month but NLT than fifteen (15) workdays after end of month	one	Excel file	COR

A026 Quarterly Progress Report (QPR) – (Cumulative Cost Consumption Report)	presented quarterly after contract awarded and work start until end of contract	one	Excel file	COR

7.0 Related Documents.

7.1 Definitions and Acronyms

7.1.1 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.

7.1.1.1 Acceptable Quality Level (AQL). The AQL is the maximum percent defective (or the number of defects per hundred units) for the purposes of sampling inspection can be considered satisfactory.

7.1.1.2 Alternate Contracting Officer's Representative (ACOR). An employee of the U.S. Government provided by the RA and appointed by the KO to provide support to CORs in monitoring and documenting the Contractor's performance. These alternate surveillance support personnel will serve as on-site representatives of the COR in performance of actual contract surveillance if they meet all COR training and experience requirements, and are appointed by the KO as an ACOR.

7.1.1.3 Child, Youth and School Services (CYS). Overarching naming convention for Child Development Center (CDC), Youth Activity Center, and School Age Services (SAS). CYS is used when referencing all programs.

7.1.1.4 Contract Administrator (CA). The official Government representative delegated authority by the KO to administer a contract. This individual, normally working in an appropriate contracting or procurement career field, advises on all technical contractual matters.

7.1.1.5 Contract Discrepancy. A failure of the Contractor to perform IAW contract requirements and specifications, e.g., a failure of the Contractor to provide, or provide on time, the required contract products or services; or it may result because delivered products or services do not meet specific contract requirements.

7.1.1.6 Contract Discrepancy Report (CDR). A report used to document other than satisfactory Contractor performance. The CDR requires the Contractor to explain, in writing, why performance is other than satisfactory; how performance shall be returned to satisfactory levels; and how recurrence of the problem shall be prevented in the future.

7.1.1.7 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.

7.1.1.8 Contractor Acquired Property (CAP). Property acquired, fabricated, or otherwise provided by the Contractor for performing a contract. Contractor retains title.

7.1.1.9 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.

7.1.1.10 Contracting Officer's Representative (COR). An employee of the U.S. Government appointed by the KO to help 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.

7.1.1.11 Defective Service. A service output that does not meet the standard of performance associated with the PWS.

7.1.1.12 Deliverable. Anything that can be delivered; can include non-manufactured things, such as meeting minutes or reports.

7.1.1.13 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.

7.1.1.14 Emergency - is a sudden, unexpected, or impending situation that may cause life, health or safety hazard or damage to Government property, including loss of perishable goods, and/or interference with the normal activities of personnel and therefore, requires immediate attention and remedial action.

7.1.1.14.1 Emergency On-Call Services – are service calls for unscheduled repair and emergency repairs placed by authorized designated personnel only. Emergency On-Call Services will be compensated by a lump sum. Emergency On-Call-Services are placed in case of systems failed and an urgent repair or the technical diagnose by a technical expert is required.
The lump sum cost of an on-call system includes all travel costs, labor, and two-hours of poor labor hours on site to localize the reason for the break down, to set the system back into operational condition, as well as to define labor and material cost to provide a cost estimate for repair.

7.1.1.15 Frequency. The number of times collection is performed during a specific time frame.

7.1.1.16 General Fund Enterprise Business System (GFEBS). GFEBS is the U.S. Army's web-based enabled financial, asset, and accounting management system that standardizes, streamlines, and shares critical financial data across the Active Army, the Army National Guard, and the Army Reserves. GFEBS is the work management system that the Directorate of Public Works uses for all order types and projects.

7.1.1.17 Generation. The act or process of producing refuse (solid waste) or recyclable materials.

7.1.1.18 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. 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.

7.1.1.19 Government Property. All property owned or leased by the Government. Government property includes both Government-furnished property and Government purchased 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.

7.1.1.20 Hazardous Material. Any item or chemical, which is a “health hazard”, or “physical hazard”, as reflected in Federal Standard (FED-STD) 313 Material Safety Data and Disposal Data for Hazardous Materials Furnished to Government Activities, defined in OSHA 29 CFR 1910, and pursuant to FAR 23.301 (Hazardous Materials) Definition. It also includes any other material designated by a Government COR/technical representative as potentially hazardous and requiring safety controls (e.g., pesticides, fertilizers).

7.1.1.21 Key Personnel. Contractor personnel evaluated in a source selection process and are used in the performance of a contract. 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 who are listed in the proposal. The prime Contractor is responsible for performance of all subcontractors.

7.1.1.22 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:

a. Items that cannot be found after a reasonable search,
b. Theft,
c. Damage resulting in unexpected harm to property requiring repair to restore the item to usable condition, or
d. Destruction resulting from incidents that render the item useless for its intended purpose or beyond economical repair.

7.1.1.23 Material. Property that is 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.

7.1.1.24 Material Handling Area. The material handling area is used for the accumulation and preparation of bulk solid waste or recyclable materials for transportation to a solid waste management facility.

7.1.1.25 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 IAW FAR 37.104, under general contracting authority, and do not require specific statutory authorization.

7.1.1.26 Preventive Maintenance (PM) - Preventive Maintenance are recurring maintenance measures on equipment or system components performed on an recurring schedule (annual, semiannual, quarterly, monthly, weekly or daily schedule) as recommended by the manufacturer or as directed by the COR approved standard of the industry predominant in trade in order to extend the life of the equipment and to minimize breakdowns. PM includes inspection, adjustment, cleaning, lubrication, parts replacement, calibration, testing, trouble-shooting and repair for performance.

7.1.1.27 Performance Indicator. The characteristic of an output of a work process that can be measured.

7.1.1.28 Performance Requirements Summary (PRS). Identifies the key service outputs of the contract that will be evaluated by the Government to ensure contract performance standards are met by the Contractor (other services may also be inspected under the authority of the Inspection of Service Clause).

7.1.1.29 Physical Security. Actions that prevent the loss or damage of Government property.

7.1.1.53 Property. All tangible property, both real and personal.

7.1.1.30 Property Administrator (PA). An authorized representative of the KO, appointed IAW agency procedures, responsible for administering the contract requirements and obligations relating to Government property in the possession of a Contractor.

7.1.1.31 Property Records. Records created and maintained by the Contractor in support of its stewardship responsibilities for the management of Government property.

7.1.1.32 Provide. To furnish, as in Government-furnished property, or to acquire, as in Contractor-acquired property.

7.1.1.33 Quality Assurance (QA). Verification that services being performed by the Contractor are IAW acceptable standards.

7.1.1.34 Quality Assurance Evaluator (QAE). A Government representative responsible for performing surveillance and inspection of Contractor performance.

7.1.1.35 Quality Assurance Surveillance Plan (QASP). An organized document written by the Government specifying the surveillance methodology used for surveillance of Contractor performance.

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

7.1.1.37 Random Number Table. A table of numbers arranged in random fashion; a table used to select random samples.

7.1.1.38 Random Sample. A sampling method whereby each service output in a lot has an equal chance of being selected.

7.1.1.39 Random Sampling. A method for looking at a few individual items in a lot to measure the quality of that lot against a standard.

7.1.1.40 Real Property. DoD Lands, buildings, structures, utility systems, improvements, and appurtenances, thereto that includes equipment attached to and made part of buildings and structures, but not movable equipment. See Federal Management Regulation 102-71.20 (41 CFR 102-71.20).

7.1.1.41 Recycling. The act of recovering materials from the solid waste stream, separating them by commodity, and returned to the economic mainstream as raw material.

7.1.1.42 Recycling Materials. Commodities include corrugated cardboard, wood, and plastic pallets.

7.1.1.43 Recycling Facility. Any facility employed, beyond the initial collection processes and managing recycling which include, but not limited to electronics, organics, plastics, metals, paper, and cardboard.

7.1.1.44 Routine Repair Work (RRW) – Routine Repair is the restoration of equipment and real property and a reaction of a detected deficiency or malfunction during the performance of PM that meets the condition for an immediate routine repair and can be accomplished during the performance of the PM.

7.1.1.45 Routine Repair Services (RRS) **-** Routine repair services are defined as necessary repair of an equipment or an equipment component as a reaction of defects identified by either the COR, Government or Building Occupants, or the contractor during the performance of PM, that if not corrected immediately, will n o t

result in permanent damage to the equipment, related equipment and perishable goods or seriously impact the ability of a user to perform his/her mission. Routine repair services will be placed and shall be accomplished during regular working days and hours.

7.1.1.46 Repair Work (RW) - RW under this contract is defined as necessary repair of an equipment or an equipment component as a reaction of defects identified by the Government operation personnel or the contractor, that is not corrected immediately, will not result in permanent damage to the equipment, related equipment and perishable goods or seriously impact the ability to perform the mission.

7.1.1.47 Sample Size. The number of outputs in the sample; a group of one or more tasks drawn from the specified performance.

7.1.1.48 Sampling. A sample consists of one or more service outputs drawn from a lot IAW random sampling procedures to be evaluated by Government personnel.

7.1.1.49 Scavenging. The uncontrolled and unauthorized removal of materials at any point of the solid waste management stream.

7.1.1.50 Sensitive Property. Property 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.

7.1.1.51 Service/Maintain. These words are interchangeable.

7.1.1.52 Soil. Includes, but is not limited to dust, dirt, stains, grease, smudges, streaks, spots, lint, or odors. Soil can be removed chemically, mechanically, or by a combination of both. Mechanical soil removal is removing soil with a machine such as a vacuum cleaner. Chemical soil removal is removing soil with a liquid that contains cleaning agents such as detergents, surfactants, and emulsifiers. The combination of chemical and mechanical methods such as an automatic floor scrubbing machine, uses the chemical method to breakdown and loosen soil which then the mechanical method picks up and carries the soil away. Which soil removal method is used depends on the cleaning objectives and on size, location, and type of surface to be cleaned and is the prerogative of the Contractor.

7.1.1.53 Solid Waste. Garbage, refuse, sludge, and other waste materials not excluded by Federal regulations. Solid waste is any solid, liquid, semi-solid, or contained gaseous material resulting from institutional, industrial, commercial, mining, agricultural, or community operations and activities. Solid wastes are accumulated, stored, or treated before being discarded. A material is discarded if abandoned and not used, reused, reclaimed, or recycled by being disposed of, burned, or treated. Regulated medical wastes are not included in this category.

7.1.1.54 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.

7.1.1.55 Standard. A measure of comparison; an acceptability criterion; a benchmark or yardstick against which a service will be measured.

7.1.1.56 Subcontractor. One that enters into a contract with a prime Contractor. The Government does

not have privity of contract with the subcontractor.

7.1.1.57 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 or acceptance documents over the web allowing Government personnel to process those invoices in a real-time, paperless environment.

7.1.1.58 Work Day. The number of hours per day the Contractor provides services IAW the contract.

7.1.1.59 Work Week. Monday through Friday, unless specified otherwise.

7.1.1.60 Maintenance: Work required to preserve and maintain a real property facility in such condition that it may be used effectively for its designated functional purpose. Maintenance includes work done to prevent damage which would be more costly to restore than to prevent. Maintenance includes work to sustain components. Examples include renewal of disposable filters, painting, caulking, refastening loose siding, and sealing bituminous pavements.

7.1.1.61 New Work: Work that results in the creation or addition to an existing facility or of a building component or system which did not exist prior to the work, irrespective of whether the work is funded from a construction or an operation and maintenance (O&M) account. New work that exceeds $150,000 shall be accomplished through a separate contractual vehicle.

7.1.1.62 Operation Work Order (OWO): Covers services that are recurring, provide CLS, and do not fall into PM.

7.1.1.63 Preventive Maintenance (PM): Routine, recurring sustainment work performed on all real property facilities (RPF). PM is systematic inspection, care, and servicing of equipment, utility plants and systems, buildings, structures, and grounds facilities performed to detect and correct incipient failures and accomplishing minor maintenance. PM is executed by a Preventive Maintenance Order (PMO) in support of a preventive maintenance plan.

7.1.1.64 Repair: Repair is one of the following:

a. Restoration of a real property facility (RPF) to such condition that it may be used effectively for its designated functional purpose.
b. Correction of deficiencies in failed or failing components of existing facilities or systems to meet current Army standards and codes where such work, for reasons of economy, should be done concurrently with restoration of failed or failing components.*

*In addition to condition-based failure, a utility system or component of the system may be considered “failing” if it is energy inefficient or technologically obsolete.

7.1.1.65 Routine Repair Services (RRS) - Routine repair services are defined as necessary repair of an equipment or an equipment component as a reaction of defects identified by either the COR, Government or Building Occupants, or the contractor during the performance of PM, that if not corrected immediately, will n o t result in permanent damage to the equipment, related equipment and perishable goods or seriously impact the ability of a user to perform his/her mission. Routine repair services will be placed and shall be accomplished during regular working days and hours.

7.1.1.66 Repair Work (RW) - RW under this contract is defined as necessary repair of an equipment or an equipment component as a reaction of defects identified by the Government operation personnel or the contractor, that is not corrected immediately, will not result in permanent damage to the equipment, related equipment and perishable goods or seriously impact the ability to perform the mission.

7.1.1.67 Repair Parts (RP) - All parts/materials normally required to perform day to day maintenance and repair work. Types of parts/materials and equipment is usually based upon the manufacturer's or supplier's spare parts list. Types of parts/materials and supplies stocking levels for manufacturer's recommended stocking levels for reasonable level of other than equipment items, including some hardware items necessary in support of the total maintenance/repair function, is a matter of judgment based upon experience in the trade and availability of sources. "As equal" material must be approved by the COR

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

7.1.1.69 Scheduled Repair Work (SRW) - SRW under this contract is defined as necessary repair due to wear and tear of an equipment or equipment component. SRW under this contract is limited to the replacement of liquid extinguishing agent, extinguishing agent bottles and specific batteries.

7.1.1.70 Work Week - Monday through Friday, unless otherwise specified.

7.1.1.71 Scheduled Maintenance: Also referred to as *preventive maintenance (PM).* Routine, recurring sustainment work performed on all real property facilities to detect and correct incipient failures and accomplishing needed minor maintenance. Systematic and cyclic check, inspection, servicing, and repair of deficiencies of utility plants and systems, buildings, structures, and grounds facilities. These repairs may also include replacement of parts or components necessary to keep equipment and/or systems operating effectively. Scheduled work requires the preplanning of resources resulting from a known requirement and encompasses the scheduling and execution of specific tasks. Scheduled work is planned such that Government operations are not disrupted and the work is executed efficiently without delays due to availability of labor, parts, material, and equipment. Scheduled work is performed through the issuance of PMOs and OWOs.

7.1.1.72 Unscheduled Maintenance: *Non-recurring maintenance* or *unscheduled repair*. Work required to preserve and sustain a real property facility or its components due to unforeseen occurrences. The work is corrective in nature and not generally used for recurring tasks.

7.1.2 Acronyms.

ACC	Army Contracting Command
ACOR	Alternate Contracting Officer's Representative
AFARS	Army Federal Acquisition Regulation Supplement
AMC	Army Materiel Command
ANSI	American National Standards Institute
AQL	Acceptable Quality Level
AR	Army Regulation
ARC	Army Resource Center
ATO	Anti-Terrorism Officer
CAP	Contractor Acquired Property
CDC	Child Development Center
CDRL	Contract Data Requirements List
CFE	Contractor Furnished Equipment
CFM	Contractor Furnished Material
CFP	Contractor Furnished Property
CFR	Code of Federal Regulations
CLIN	Contract Line Item Number
CMRA	Contractor Manpower Reporting Application
CONUS	Continental United States (excludes Alaska and Hawaii)
COR	Contracting Officer’s Representative
CORT	Contracting Officer’s Representative Tool
CPARS	Contractor Performance Assessment Reporting System
DA	Department of the Army
DCMA	Defense Contract Management Agency
DES	Directorate of Emergency Services
DFARS	Defense Federal Acquisition Regulation Supplement
DID	Data Item Description
DIN ISO	International valid QM Regulations
DOD	Department of Defense
DOL	Department of Labor
DOT	Department of Transportation
DPW	Directorate of Public Works
ECO	Environmental Compliance Officer
EM	Engineering Manual, U.S. Army Corps of Engineers (USACE)
EO	Executive Order
EPA	Environmental Protection Agency
ERDC	Engineering Research Development Center
ENV	Environmental
FAR	Federal Acquisition Regulation
FIPS	Federal Information Processing Standards
FPCON	Force Protection Condition
GFE	Government-Furnished Equipment
GFEBS	General Fund Enterprise Business System
GFM	Government-Furnished Material
GFP	Government-Furnished Property
HLO	High Level Objective
HQDA	Headquarters Department of the Army

HSPD	Homeland Security Presidential Directive
IAW	In Accordance With
IMCOM	Installation Management Command
IPM	Integrated Pest Management
IPMC	Integrated Pest Management Coordinator
IPMP	Integrated Pest Management Plan
IA	Information Awareness
IAC	Installation Access Control
IACO	Installation Access Control Office
ID	Identification
IGCE	Independent Government Cost Estimate
LPTA	Lowest Price Technical Acceptable
IT	Information Technology
KO	Contracting Officer
N/A	Not Applicable
NGB	National Guard Bureau
NLT	Not Later Than
OCI	Organizational Conflict of Interest
OCONUS	Outside Continental United States (includes Alaska and Hawaii)
ODC	Other Direct Costs
OPSEC	Operations Security
OMB	Office of Management and Budget
OSHA	Occupational Safety and Health Administration
OWO	Operation Work Order
PAM	Pamphlet
PM	Preventive Maintenance
PMO	Preventive Maintenance Order
POC	Point of Contact
PoP	Period of Performance
PPIRS	Past Performance Information Retrieval System
PRS	Performance Requirements Summary
PUB	Publication
PWO	Project Work Order
PWS	Performance Work Statement
QA	Quality Assurance
QAP	Quality Assurance Program
QASP	Quality Assurance Surveillance Plan
QC	Quality Control
QCP	Quality Control Plan
RA	Requiring Activity
RCRA	Resource Conservation and Recovery Act
SDS	Safety Data Sheets
SF	Standard Form
SM	Site Manager
TE	Technical Exhibit
UOM	Unit of Measure
USARC	U.S. Army Reserve Command
U.S.C.	United States Code
VCE	Virtual Contracting Enterprise
VdS	IVerband der Schadensversicerer (Association of damage insurers)

VIP	Very Important Person
WAWF	Wide Area Work Flow
WD	Wage Determination

7.2 Applicable Directives, Publications.

7.2.1 VdS CEA 4001 (sprinkler systems, in German: Sprinkleranlagen)
7.2.2 VdS 2108 (foam extinguishing systems, in German: Schaumlöschanlagen)
7.2.3 VdS 2109 (water spray extinguishing systems, in German: Sprühwasser-Löschanlagen)
7.2.4 VdS Schadenverhütung GmbH regulations (VdS is a wholly owned subsidiary of the German Insurance Association (GDV)).
7.2.5 DIN EN 12845 Fixed firefighting systems
7.2.6 Department of Defense Contract Security Classification Specification (DD Form 254)
7.2.7 Department of Defense Security Agreement (DD Form 441)
7.2.8 National Industrial Security Program Operating Manual (DOD 5220.22-M)
7.2.9 Installation Access Control (AE Reg 190-16)
7.2.10 The Army Physical Security Program (AR 190-13)
7.2.11 U.S. Army Corps of Engineers Safety and Health Requirements Manual (EM 385-1-1)
7.2.12 Information Assurance Workforce Improvement Program (DOD 8570-M)
7.2.13 Information Assurance (AR 25-2)
7.2.14 All European/German machinery and operational safety regulations
7.2.15 Law concerning water protection
7.2.16 Regulation concerning drinking water
7.2.17 Regulation on the protection of ground water against pollution with certain hazardous materials
7.2.18 Ordinances for air, ground protection, waste disposal
7.2.19 Regulations concerning the protection against hazardous materials
7.2.20 Law on liability for defective products
7.2.21 Law on product safety
7.2.22 Law on liability concerning environmental issues
7.2.23 Regulation concerning systems with water endangering materials
7.2.24 Regulation -German mechanical engineers on operation and maintenance of Mechanical systems
7.2.25 Standards and safety regulations for electrical and information technology
7.2.26 Technical Regulations and Guidelines
7.2.27 Regulation concerning working in compressed air
7.2.28 Regulations concerning installation and operation of gas and drinking water systems
7.2.29 Regulation on distribution of electrical devices for use within certain voltage limits
7.2.30 Regulation on distributing devices and protection systems for explosive areas
7.2.31 Regulation concerning flammable liquids
7.2.32 Technical Regulations for flammable liquids
7.2.33 Technical Regulations for hazardous materials
7.2.34 Manufacturer’s operational, maintenance, repair manuals, safety log-books of facilities, equipment and systems
7.2.35 Manufacturer’s spare parts lists
7.2.36 VdS Holding Organization Directions
7.2.37 DIN ISO –Holding Organization for the Direction of Specific Norms and Qualifications

7.3 Technical Exhibit (TE).

The Contractor shall update all the technical exhibit documents for all Functional Areas.

Technical Exhibit 01 – 10 - Technical System Descriptions for Vilseck (Rose Barracks-RB), Grafenwoehr (Tower Barracks-TB), Hohenfels Training Area (HTA) and Garmisch-Partenkirchen (GAP).

All TEs are separated into two cost centers as follows:

-Operation and Maintenance Division (OMA)
-Army Family Housing Department (AFH)

The accumulated costs shall be allocated separately to the cost centers in every contract documentation.

Technical Exhibit TE-01	Ansul Systems, 6.1 - 9.1
Technical Exhibit TE-02	Guardian Systems, 6.2 - 9.2
Technical Exhibit TE-03	Dry Chemical, 6.3 – 9.3
Technical Exhibit TE-04	Fire Water Restraint, 6.4
Technical Exhibit TE-05	Gas, 6.5 – 8.5
Technical Exhibit TE-06	Spark Ex, 7.6
Technical Exhibit TE-07	Sprinkler Systems, 6.7 – 9.7
Technical Exhibit TE-08	Sprinkler Dehoust, 6.8
Technical Exhibit TE-09	Wall Hydrants, 6.8 ; 6.9
Technical Exhibit TE-10	WILO, 7.10

7.3.1 Attachments
Attachment 01 – Common Level of Support (CLS 411)
Attachment 02 – Authorized Personnel
Attachment 03 – Specification_Maintenance_Inspections_Tasks_Intervalls
Attachment 04 – Manufacturer Maintenance Description of GAMA-tronik Kitchensafe Systems

7.4 Government-Furnished Material (GFM)/Property (GFP)/ Equipment (GFE).

7.4.1 Initial Inventory. N/A

7.4.1.1 Government-owned computers N/A

7.4.2 Utilities.

7.4.3 Government Property

7.4.3.1 Government Container for employee’s personnel use free of charge

During the lifetime of the contract, the Government will establish on request a container box for the vendor placed at the Tower Barracks military community. The container shall receive electricity, heat and if possible a small toilet cabinet. The contractor receives free utilities for the usage of his workforce.

The Government will provide all utilities available in the stated facilities and for the container to the Contractor's for use in performance of the tasks outlined in the PWS (e.g. electrical power, water, compressed air, sewer etc.)

The Contractor shall instruct employees in utilities conservation practices. The Contractor shall operate under conditions that preclude the waste of utilities, which include turning off the water faucets or valves, light switches, etc. after using the required amount to accomplish tasks requiring the use of the utilities.

7.5 Contractor-Furnished Material (CFM)/Property (CFP)/Equipment (CFE).
All Contractor furnished, material, property and equipment shall meet applicable Federal, State, local, DOD and Army laws, codes, and regulations. Examples are provided below:

7.5.1 Contractor-Furnished Material and Responsibilities.
The Contractor shall furnish all supplies, equipment, facilities, and services required to perform work under this contract. The Contractor shall provide all housekeeping and custodial services for the GFP provided to the Contractor. The Contractor shall provide all supplies, tools and clothing (including personal protective clothing and equipment for Contractor employees when required by OSHA regulations, 29 CFR 1910, SUBPART I) required to meet the terms of the contract.

7.5.2 Permits.
The Contractor shall obtain all appointments, licenses, and permits required for performance of work and for complying with all applicable Federal, State, and local laws. Permits and licenses shall be provided to the KO/Contracting Officer Representative upon request.

7.5.3 Contractor-Furnished Items.

The Contractor shall provide all vehicles, other than those provided as GFP, equipment, parts, tools, fuel, oil, materials and any other items required to perform all Contract requirements. The Contractor's property shall be operational as intended by the manufacturer, and be safe, clean, and suitable for use at a military installation. All Contractor furnished property and equipment are subject to KO inspection at all times.

7.5.4 Unserviceable Contractor Equipment.
Contractor furnished equipment or items, inoperable or unserviceable for whatever reason including failure to meet Federal, State, or local safety requirements, shall be removed from the installation.

7.5.5 Fuels

The Contractor shall furnish vehicle and equipment fuels for Contractor owned vehicles and equipment. The Contractor must handle fuels IAW all Federal, State, and local regulations and European Union Environmental Policy, petroleum program requirements, and Master Spill Plan.

7.6 U.S. Department of Labor Wage Determination (DOL WD).

The Contractor shall refer to https://www.wdol.gov/dba.aspx for the U.S. Department of Labor Wage Determination (DOL WD) applicable to this contract and this installation, for Federal Republic of Germany.

7.7 System for Award Management (SAM) Service Contract Report (SCR)

The Contractor shall report ALL Contractor labor hours (including subcontractor labor hours) required for performance of services provided under this contract via a secure data collection site. The Contractor is required to completely fill in all required data fields through the following web address: www.SAM.gov. Reporting inputs will be for the labor executed during the period of performance during each Government FY, which runs from October 1 through September 30. While inputs may be reported any time during the FY, all data shall be reported no later than October 31 of each calendar year. Contractors may direct questions to the help desk by clicking “View Assistance for SAM.gov” which is located at the top of the SAM.gov website. From there, you can the select “Contact Our Service Desk” which will allow you to contact SAM.gov directly. If contract period of performance ends prior to September 30, the Contractor has 30 calendar days from end date of the contract to complete the SAM SCR requirement.

Steps for Submitting a Service Contract Report (SCR)

1. Go to www.sam.gov and log in.
2. Select Entity Registrations and then select Service Contract Reporting.
3. SAM displays your entities which have service contracts and meet the reporting criteria. Select View by entity to see the service contracts for each entity.
4. Next, select Add for the service contract against which you want to create a Service Contract Report. Each service contract which meets the FAR Subpart 4.1703 reporting thresholds is displayed.
5. You will be taken to the Complete Service Contract Report page. SAM displays the contract details and allows you to report. You are required to enter the following information:

- Total Amount Invoiced: Total dollar amount invoiced for services performed during the previous Government fiscal year under the contract (this amount should include the prime and any subcontract amount).

• Prime Contractor Hours Expended: Prime contractor direct labor hours expended on the services performed during the previous Government fiscal year. The amount you enter is automatically divided by 2,080 hours to calculate a Full Time Employee (FTE) equivalent, displayed under the Prime Contractor Hours Expended as Prime Contractor FTEs.

6. Report any required Tier 1 subcontractor information by selecting the Add Tier 1 Subcontract Information button.
7. When you are ready to submit the report, select Submit. This saves your report and returns you to the Select Service Contract page where you can create other SCRs or edit an existing SCR.

Steps for Editing a Submitted Report

1. Follow steps 1-4 above. Any previously submitted SCR will have a View/Edit button instead of an Add button.
2. Select View/Edit. You will be able to view the current SCR, edit available fields, and resubmit the record. You can also delete previously entered information altogether.

STD: All information provided by the Contractor shall be accurate, complete, and not exceed suspense dates noted in corresponding paragraph above.
AQL: 100% Compliant

Nothing to follow.