PERFORMANCE WORK STATEMENT (PWS)

Maintenance and Repair Services for Car Wash Plants at United States Army Garrison USAG Bavaria Grafenwoehr-Hohenfels-Vilseck

1 August 2026

Part 1
General Information

1. General: This is a non-personal service(s) contract under which the personnel rendering the service(s) 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.

1.1 Description of Services/Introduction: This is a non-personal service(s) contract to provide Inspections, Maintenance and Repair Services for the Water Recovery Plant and the Car wash facility for US Army Garrison Bavaria Military Community TB Grafenwoehr, Rose Barracks Vilseck and Hohenfels.

1.2 Background: Preventive Maintenance for Car Wash Plants is required in order to avoid major repairs and to guarantee trouble free operation. In House personnel for Car Wash Plant Repairs is not available.

1.3 Scope: The Contractor shall provide non-personal service(s). The Contractor engaged under this PWS shall provide all required personnel possessing the skills, knowledge, and training to satisfactorily perform the services required under this contract. Personnel performing work under this contract shall remain employees of the Contractor and will not be considered employees of the Government.

1.4 Objectives: The Contractor shall ensure all work accomplished in the performance of this PWS meets all applicable Federal, State, and local laws, regulations, and directives to include, but not limited to, the publications described under 7.2 *Applicable Directives, Publications* of this PWS. The Contractor shall ensure that all work meets the level of service, performance standards, and/or tolerances specified in the PWS or in applicable referenced documents including Technical Exhibit TE# 2 *Record of Service*, TE# 3 *List of Systems*, and TE# 4 *Minimum Scheduled Inspection/Maintenance Requirements.* The Contractor shall compile historical data, prepare required reports, and submit all information as specified by Attachment B, *Deliverables* presented in the contract. The Contractor shall ensure all work in support of mission requirements tendered to the Government for acceptance conform to the measurable performance standards of quality, timeliness, and quantity specified in the PWS of this contract.
The intent is to establish work requirements that are performance-based and results-oriented. The Contractor shall determine the best and most cost-effective ways to fulfill inspection, maintenance and repair of the TMP Car Wash Facility's and their component needs, emphasizing innovation and commercial best practices. The Contractor shall perform all work and assume responsibility for planning, programming, administering, managing, and executing all functions necessary to provide the services specified in this PWS. Any damages to U.S. Government property caused by the Contractor or his personnel shall be repaired or replaced immediately and at no cost to the U.S. Government. Arrangements for repairs to U.S. property shall be made by the Contractor and not by the U.S. Government. The Government will provide access to all locations that need servicing. Government in-house personnel will accompany contractor personal during services.

1.5 General Information

1.5.1 Quality Control Plan (QCP): The Contractor shall develop and maintain a QCP to ensure services are performed in accordance with (IAW) this PWS. The Contractor shall develop and implement procedures to identify, prevent, and ensure non-recurrence of defective services. The Contractor's QCP is the means by which it assures that the work provided complies with the requirements of the contract.

The Contractor's Proposed QCP shall be submitted to the Contracting Officer (KO) through the Contracting Officer's Representative (COR) for review within ten (10) work days before contract start at the latest. The Government will review and may either notify the Contractor in writing of acceptance of the plan or return their comments to the Contractor.

The Government will review and either notify the Contractor in writing of acceptance of the plan or return their comments to the Contractor within 3 days. If the Government has provided comments, the Contractor shall then have 3 days to submit a Final QCP. After receipt of the Final QCP, the Contractor may receive the Contracting Officer's acceptance in writing. Any proposed changes to the accepted QCP are required to be resubmitted for acceptance by the Contracting Officer no later than 30 days prior to the anticipated change and before implementation by the Contractor. The timeline noted above will apply for review and acceptance for proposed changes. At a minimum, the QCP must include and answer the following to be acceptable:

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

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

c. How will the Contractor monitor work to ensure that performance complies with all specifications and requirements of the contract, including clauses?

d. How will the Contractor monitor and ensure staff qualifications remain current and valid including DOCPER processes/approvals throughout contract performance?

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

f. How will the Contractor inventory and track maintenance of all Government Provided Equipment / Materials?

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

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

1.5.1.1 An Analysis of Quality Control and Timeliness of Submittals (i.e. deliverables) shall be provided to the COR within 30 days upon completion of each option period or Task Order **(Deliverable A.001).**

1.5.1.2 The Contractor shall inform the COR of issues or potential issues that might affect the performance within twenty-four (24) hours of identifying those issues. Verbal reports shall be followed up by written reports within 5 days. **(Deliverable A.001).**

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

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

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

New Year's Day January 1st
Presidents Day 3rd Monday in February
Juneteenth June 19th
Labor Day 1st Monday in September
Veteran's Day November 11th
Christmas Day December 25th

M. L. King Memorial Day 3rd Monday in January
Memorial Day last Monday in May
Independence Day July 4th
Columbus Day 2nd Monday in October
Thanksgiving Day 4th Thursday in November

1.5.3.2 Host Nation Holidays: Work shall not be performed on local Host Nation holidays occurring during the normal workweek unless otherwise directed by the Contracting Officer. The contractor is not required to perform services on Bavarian holidays:

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

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

1.5.4.1 Government Facility Office Hours: The Government facility operating hours occur between the hours of 07.30 to 16.00 from Monday through Friday except U.S. Holidays and Host Nation Holidays, or when the Government facility is closed due to local or national ermergencies, admininstrative closings, or similar Government directed facility closings.

1.5.4.2 Government Facility Operating Hours: The Government facility operating hours occur between the hours of 07.30 to 16.00 from Monday through Friday except U.S. Holidays and Host Nation Holidays, or when the Government facility is closed due to local or national ermergencies, admininstrative closings, or similar Government directed facility closings.

1.5.4.3 Contractor Support Hours: The Contractor shall provide support between the hours of 0730 to 16.00 hours from Monday through Friday whether the facility is open or closed during local or national emergencies, administrative closings, or similar Government directed facility closings.The Contractor shall at all times 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. When hiring personnel, the Contractor shall keep in mind that the stability and continuity of the workforce are essential.

1.5.4.3.1 Contractor Work Plan: N/A

1.5.5 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.

1.5.6 Place of Performance: The work to be performed under this contract will be performed throughout the USAG Bavaria Installations in Grafenwoehr, Vilseck and Hohenfels

1.6 Security Requirements: The following information is provided on security related matters.

1.6.1 Security Program: N/A

1.6.2 Personnel Security Clearance Requirements: The Contractor shall ensure that Contractor employees and subcontractor employees performing services under this contract comply with Federal Acquisition Regulation (FAR) 52.204-2 Security Requirements when the employee has access to information classified "Confidential," "Secret," or "Top Secret." The Contractor shall ensure the employee complies with the Department of Defense Security Agreement (DD Form 441), including the National Industrial Security Program Operating Manual (DoD 5220.22-M), and any revisions to DoD 5220.22-M, notice of which has been furnished to the Contractor.

1.6.3 Installation Access: Access to U.S. installations and controlled areas is limited to personnel who meet security criteria and are authorized by Host Nation law to work in that country. Failure to submit required information/data and obtain required documentation or clearances in accordance with Army in Europe (AE) Regulation 190-16 (AE Reg 190-16) Installation Access Control or (AE) Regulation 604-1 for Germany specific contracts, will be grounds for denying access to U.S. installations and controlled areas. The Contractor shall ensure that any subcontractors used in performance of this contract complies with these requirements and that all employees, of both the Contractor and any subcontractor utilized by the Contractor, are made aware of and comply with these requirements. Should anything in this paragraph conflict with AE Reg 190-16 or (AE) Regulation 604-1, the regulation takes precedent.

The Contractor shall be aware of and comply with the requirements associated with Installation Access Control. The Government is not liable for any costs associated with performance delays due solely to a firm's failure to comply with Installation Access Control System (IACS) processing requirements.

The Contractor shall return installation passes to the issuing IACS office when the contract is completed or when a Contractor employee no longer requires access.

AE Reg 190-16 (and AE 190-16-G German translation) can be found on the following website:
https://www.aepubs.eur.army.mil/AE-Regulations. This website is part of the IACS clause of the contract. Responsible Organizational IACO for this contract is Installation Access Control Office:
Location: Grafenwoehr
244. Room 129
Phone DSN: 526 4421; Commercial Phone: +49 9641 70 526 4421

1.6.3.1 In addition, the Contractor shall provide the Contracting Officer, via the COR, an Initial Installation Pass Log within within three (3) calendar days after contract award. Ref. **Deliverables B – A.003**. The log must at a minimum contain the following information first and last name, date of birth, Identification Card Number, Country of Citizenship and the place of residence of the employee. The log shall be updated as employees are added or removed. The Updated Installation Pass Log shall be current and available at any time upon request by the Government and submitted to the COR within five (5) days after any changes to the log. Ref. **Deliverables B – A.003**

1.6.3.2 The Contractor shall collect the installation access passes the same day employment of an individual has expired or has been terminated and shall return them to the issuing office within three (3) working days. Ref. **Deliverables B - A003.**

1.6.3.3 Upon termination or cancellation of this contract, the Contractor shall collect all outstanding installation access passes and return them to the issuing office within three (3) working days. **Ref. Deliverables B – A.003.**

1.6.3.4 Common Access Cards (CAC): The Contractor shall provide the following information: Last, First Middle Name, Cadency Name, Personal identifier (e.g. Social Security Number, Federal Identification Number, or Tax Identification Number), date of birth, primary email address (this email address will be used to contact the individual) to the COR within 15 calendar days after award (unless circumstances require otherwise and as directed by the Contracting Officer. **Deliverables B – A.003.**

1.6.3.4.1 The Contractor shall provide a CAC log within the first 30 calendar days after contract award and within five (5) days after changes have been made **Ref. Deliverables B – A.003**, unless circumstances require otherwise and as directed by the Contracting Officer. The COR will provide format and content for the log during the post award meeting. Note - CACs are Government property and must be accounted for.

1.6.4 Background Checks: Army in Europe (AE) Regulation 604-1 provides guidance pertaining to background checks for U.S. and Host Nation Contractors

1.6.4.1 U.S. Citizen: Reserved
1.6.4.2 Local Nationals and Third Country Nationals: Reserved

1.6.5 Physical Security: The Contractor shall safeguard all Government equipment, information, and property provided for Contractor use. At the close of each work period, Government facilities, equipment, and materials shall be secured IAW the Army Physical Security Program (AR 190-13).

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

1.7 Key Control: N/A

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

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

1.9 Contracting Officer's Representative (COR): Refer to Part 2 of this PWS for the definition of a COR. As determined by the Contracting Officer, a COR will be appointed and identified by letter of designation, a copy of which will be provided to the Contractor by the Contracting Officer. The designation letter states the responsibilities and limitations of the COR, especially with regard to changes in cost or price, estimates, or changes in delivery dates. The COR is not authorized to change any of the terms and conditions of the resulting order. The COR monitors all technical aspects of the contract and assists in contract administration. The COR is not authorized to obligate the Government. If the work is not written in the contract, the COR is not authorized to request new work. The COR is authorized to perform the following functions: assure that the Contractor performs the technical requirements of the contract, perform inspections necessary in connection with contract performance, maintain written and oral communications with the Contractor concerning technical aspects of the contract, issue written interpretations of technical requirements, including Government drawings, designs, specifications, monitor Contractor's performance and notifies both the Contracting Officer and Contractor of any deficiencies, coordinate availability of Government property, and coordinate site entry of Contractor personnel.

1.10 Key Personnel: The following personnel are considered key personnel by the Government: Contract Manager (CM) / Alternate Contract Manager (A/CM) and Site Foreman. Key Personnel means certain skilled experienced professional and technical personnel who are essential for successful Contractor accomplishment of the work to be performed under this contract. The Contractor shall provide a CM and A/CM who shall be responsible for the performance of the work. The Contractor shall assign an on-site Site Foreman (SF) who shall be responsible to conduct overall management coordination and furnish liaison with the Government during regular business hours. The name of this persons, who shall act for the Contractor along with a Curriculum Vitae (CV) for each of these individuals, shall be provided in writing to the COR no later than five (5) days after contract award. (**Ref. Deliverables B – A.004**). Acceptance of the CV by the COR is required before these individuals are permitted to perform any task on this contract. The CM and A/CM shall have full authority to act for the Contractor on all contract matters relating to daily operation of this contract. The CM or A/CM shall be available between 0730-1600 hrs. Qualifications for all key personnel are listed below:

a. Contract Manager and Alternate Contract Manager: must demonstrate a minimum of 5 years' experience within the past 5 years, working as a Contract Manager.

b. Site Foreman: must demonstrate a minimum of 5 years' experience within the past 5 years, working as a Site Foreman.

c. Special Qualifications: All individuals designated as lead and or key personnel shall be able to communicate in both written and spoken English. The contractor shall be able to read and understand regulations, operating instructions, memoranda, and related material concerning the field of work, to prepare correspondence and standardized reports, and to communicate effectively with English-speaking staff members and the public.

d. Special Certifications: Certifications help standardize washing procedures, detailing checklists, service timelines, customer handling, complaint resolution, and continual improvement, ensuring consistent service quality across locations and staff. The Contractor shall be accredited and certified to perform Car Wash Plants Maintenance and Repair Services according to the following standards. The Contractor shall provide proof of accreditation upon request. Following certifications help improve service consistency, reduce environmental impact, and enhance customer confidence:

- ISO 9001: Standardizes service quality and ensures consistent service across locations and staff.
- ISO 14001: Focuses on environmental responsibility, managing water usage, and chemical discharge.
- ISO 45001: Enhances workplace safety and reduces workplace accidents.
- ISO 50001: Supports systematic reduction of energy and water usage, improving cost efficiency.
- IDA Certified Detailer: Evaluates technical knowledge and proficiency in detailing. - (**Ref. Deliverables B - A.006)**

1.11 Identification of Contractor Employees: All Contractor personnel attending meetings, answering Government telephones, and working in other situations where their Contractor status is not obvious to third parties must identify themselves as such to avoid creating an impression in the minds of members of the public that they are Government officials. Contractor vehicles shall be marked with company signage. The Contractor shall ensure that all documents or reports produced by Contractors are suitably marked as Contractor products or that Contractor participation is appropriately disclosed.

1.12.1 N/A

1.12.2 Contractor Identification Badges: Contractor personnel shall be easily identifiable through the display of badges The Contractor (to include subcontractors) shall provide each of their employees an easily readable identification badge. The badge must include the employee's name, the contractor's company name, the functional area of assignment, and a recent color photograph of the employee. Companies with U.S. Government contracts will require their employees to wear these badges visibly when performing work at Government workplaces unless this would be impractical because of mission or safety considerations. The Contractor shall collect all ID Badges upon completion of the contract or termination of employee. A listing of issued ID cards shall be furnished to the Contracting Officer prior to the contract performance date and updated as needed to reflect Contractor personnel changes - **Deliverable B – A.003**

1.13 Contractor Travel: N/A

1.14 Other Direct Costs (ODCs): N/A

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

1.16 Non-Disclosure Requirements: N/A

1.17 The use of propoganda violates DoD Commercial Use of Imagery Guidelines stated at https://www.arnorth.army.mil The Contractor shall not cite any information (e.g., contract information, pictures, locations, etc.) obtained through this contract on any marketing tools to include its company website.

1.18 Non-Disclosure Statements: N/A

1.19 Organizational Conflict of Interest (OCI): Contractor and subcontractor personnel performing work under this contract may receive, have access to or participate in the development of proprietary or source selection information (e.g., cost or pricing information, budget information or analyses, specifications or work statements, etc.) or perform evaluation services which may create a current or subsequent OCI as defined in FAR Subpart 9.5. The Contractor shall notify the Contracting Officer immediately whenever it becomes aware that such access or participation may result in any actual or potential OCI and shall promptly submit a plan to the Contracting Officer to avoid or mitigate any such OCI **(Deliverable B – A.001)**. The Contractor's

OCI Mitigation Plan will be determined to be acceptable solely at the discretion of the Contracting Officer. In the event the Contracting Officer unilaterally determines that any such OCI cannot be satisfactorily avoided or mitigated, the Contracting Officer may affect other remedies as he or she deems necessary, including prohibiting the Contractor from participation in subsequent contracted requirements which may be affected by the OCI.

1.20 Phase In /Phase Out Period: N/A

1.21 Safety: In the event of an emergency, the Contractor shall inform the responsible CPOC. Responsible POCs are accessible during normal Government workdays from Monday through Friday, from 0730 - 1600 hours, except American or German holidays.
After Government work hours, on Saturdays, Sundays and on American or German holidays, the contractor shall contact the Grafenwoehr Fire Department at military telephone 569 2263, civilian telephone (09641)-70 or Emergency #117.

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

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

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

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

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

(d) The Contractor shall discuss the plans in conferences convened by the Contracting Officer prior to starting work on each major phase of operation. Plans shall include all pertinent information such as layout of haul roads, access roads, storage areas, electrical distribution lines, methods of providing minimum exposure to overhead loads, and methods of access to work areas. The plan for accomplishing the initial work phase shall be submitted within fifteen (15) calendar days after award of the contract. Plans for subsequent major phases of work shall be submitted no later than fifteen (15) calendar days prior to initiation of work on each major phase.

(e) In all areas where construction, demolition, alteration, building, or similar related activities take place, the Contractor shall have the following minimum personal protective clothing and equipment requirements in place for any person working on or visiting the site: Short sleeve shirt, Long trousers, Steel-toed safety boots and Hard hat.

1.21.1.1 In addition to other requirements for accident prevention specified in this contract, the Contractor shall comply with all Federal and State requirements governing safety and health protection on construction sites and other applicable occupational safety codes. In particular, within the requirements of the German Safety and Health Protection Regulation for Construction Sites, Baustellenverordnung (BaustellV) (current version in effect), the Contractor shall coordinate all work at the site, including development of plans and providing advance notices.

The Contractor shall indicate its plan for compliance considering conditions of the work described by the design, technical proposal, operational activities of the Government or others in the area of the work, identification of the coordinator, and implementation of all other accident prevention provisions of this contract. For the compliance with host nation laws and regulations, the Contractor shall comply with the non-exclusive list of duties described in this paragraph. If the Contractor determines that additional activities are required to fully comply, the Contractor shall ensure that compliance with the laws is complete. The duties include:

(a) Conditions of construction and operational activities to be considered include but are not limited to:

(i) For all construction activities meeting the following criteria: the work is scheduled to last longer than 30 working days and more than 20 workers are occupied simultaneously, or the volume of work is scheduled to exceed 500 person days, or the work presents particular tasks, e.g. excavations deeper than 5 meters, falls from a height of greater than 7 meters, exposures to hazardous chemical or biological substances, work at less than 5 meters from high voltage lines, underground

earth works or tunnels, danger of drowning, diving, use of compressed air, work with ionizing radiation, explosives, or work involving assembly or dismantling of heavy prefabricated components (10 tons or greater).

(b) If the Contractor determines that the BaustellV, dated 10 June 1998, applies, the Contractor shall prepare a Safety and Health Protection Plan (SIGE) as required under that regulation. The SIGE shall be submitted two weeks prior to mobilization. In addition, the Contractor shall appoint a qualified Safety Coordinator who will ensure that safety measures are implemented during construction. The Safety Coordinator must meet minimum training and experience requirements required under Host Nation laws.

(c) The SIGE will be written in a comprehensive form and explained in language the workers understand and shall contain the following minimum information:

(i) Maintenance of tools and equipment.

(ii) Provisions for the storage and disposal of materials and waste, particular hazardous materials and substances.

(iii) Modifying performance periods for such work, taking into consideration the site conditions.

(iv) Organizing cooperation between different employers and Contractors without employees.

(v) Interaction between work at the site and other operational activities in the area, on which or near which the first identified work will be performed, and taking into consideration the instructions and advice of the coordinator as well as safety and health plans.

1.21.1.2 The Contractor shall complete and provide safety notifications required by host nation authorities and will provide documented proof to the Contracting Officer via the COR, no later than 15 calendar dates after award, **Deliverables B – A.005**, that such notifications were made.

1.21.1.3 N/A

1.22 <u>Environmental Compliance:</u> The following provides information on Environmental Compliance.

1.22.1 <u>Environmental Compliance Plan and Program:</u> The Contractor shall ensure that services covered under this contract are performed IAW U.S., German, Department of the Army, and Garrison Environmental Plans and Requirements. The Contractor shall ensure that any operations will not cause environmental damage. The Contractor shall notify the POC immediately upon hazardous material spillage. At the Contractor's expense, the Contractor shall be responsible for the prompt and proper cleanup and disposal of non-hazardous or hazardous material spills. The Contractor shall ensure non-hazardous and hazardous material is disposed at an authorized disposal site and IAW host nation waste disposal laws.

"Current Environmental Policy is available at the USAG Grafenwoehr website:
https://home.army.mil/bavaria/environmental

"Current Prohibited Refuse Disposal Practices Policy is available at the USAG Grafenwoehr website:
https://home.army.mil/bavaria/trash

1.23 <u>Required Training:</u> The following provides information on training requirements.

1.23.1 <u>Anti-Terrorism (AT) Level I Training:</u> All Contractor employees, including subcontractor employees, who are employed under the contract, shall complete AT Level I Training within thirty (30) days (**Ref. Deliverables B – A.005**) after contract start date or effective date of incorporation of this requirement into the contract, whichever applies, or thirty (30) days after employment of new personnel. Contractor personnel travelling overseas shall complete area of responsibility (AOR) specific AT awareness training for U.S. based Contractor employees and associated subcontractor employees. The Contractor shall submit certificates of completion for each affected Contractor employee and subcontractor employee to the COR (or to the Contracting Officer, if a COR is not assigned) within three (3) days after completion of this training by all employees and subcontractor personnel. AT Level I awareness training is available at https://jkodirect.jten.mil. Contractor personnel shall complete refresher training every twelve (12) months except AOR specific AT Level I training which shall be completed as required by local AT policies.

If training cannot be conducted on the website, the Contractor shall coordinate with the COR who will contact the local AT Officer at their assigned location for classroom training. Contractor personnel completing training in the classroom will receive a certificate or the training attendance roster signed by the AT Officer. Verification of the training shall be provided to the COR within three (3) days after completion of the training **(Ref. Attachment B – A.005 – Deliverables)**.

1.23.2 OPSEC Training: All Contractor employees, including subcontractors, shall complete Level I OPSEC training within thirty (30) days of employment under this contract. Verification of the training shall be provided to the COR within three (3) days after completion of the training. OPSEC Level I training is available at http://www.cdse.edu/catalog/elearning/GS130.html. Contractor personnel must complete refresher training every 12 months. Verification of the training shall be provided to the COR within three (3) days after completion of the training (Ref. PWS TE **Deliverables B – A.005**).

If training cannot be conducted on the website, the Contractor shall coordinate with the COR, who will contact the local OPSEC Officer at their assigned location for classroom training. Contractor personnel completing training in the classroom will receive a certificate or the training attendance roster signed by the OPSEC Officer. Verification of the training shall be provided to the COR within three (3) days after completion of the training.

1.23.3 iWATCH Training: The Contractor and all associated subcontractors shall brief all employees on the local iWATCH program (training standards provided by the requiring activity ATO). This locally developed training will be used to inform employees of the types of behavior to watch for and instruct employees to report suspicious activity to the COR. This training shall be completed within thirty (30) days after the contract is awarded and within seven (7) days after new employees commence contract performance, with the results reported to the COR within thirty (30) days after the contract is awarded and within seven (7) days after new employees commence contract performance. Verification of the training shall be provided to the COR within three (3) days after completion of the training **(TE B – A.005 - Deliverables)**. Training slides can be found on the army web site: https://www.mepcom.army.mil

1.23.4 Information Assurance (IA) Training: N/A

1.24 Personally Identifiable Information (PII): N/A

1.25 Authorization to Perform Services in Germany:

1.25.1 Contractors performing services in the Federal Republic of Germany (FRG) shall comply with German law. The Contractor shall determine whether performance requires registration with German authorities or authorization to do business in Germany and, if so, shall comply with all requirements. Whether or not registration or authorization to do business is required, the Contractor shall determine what documents or authorization its employees and any subcontractor employees must possess to work in Germany. The Contractor shall ensure affirmatively that its employees and subcontractor employees possess such documents or authorizations.

1.25.2 Contractor employees who: (a) are not nationals of Germany or other European Union countries; (b) are not members of the force, the civilian component or their dependents; or c) do not have assimilated status under Articles 71, 72, or 73 of the Supplementary Agreement to the NATO SOFA shall possess work and residence permits.

1.25.3 By acceptance of and performance under this contract, the Contractor affirms that it has complied with the requirements above. Compliance with this requirement and German law is a material contract requirement. Noncompliance by the Contractor or subcontractor at any tier shall be grounds for issuing a negative past performance evaluation and terminating this contract for default.

1.26 Notice to Proceed: the notice to proceed will be provided as indicated below:

A notice to proceed letter will be issued

1.27 Electromagnetic Compatibility Directive: N/A

1.28 Government Property and Services: N/A

1.29 <u>Conventional Forces Europe (CFE) Treaty Verification Inspection:</u> Contractor-owned or controlled structures and containers located on U.S. Government installations are subject to short-notice inspections by CFE treaty inspection teams. The Government will endeavor to provide the Contractor as much notice as possible in the event of such inspections. The contractor shall provide access to such structures and containers at the request of the Government. The Contractor shall report such inspections to the KO through the COR in writing within ten (10) calendar days of completion of the inspection. Contractor-owned or controlled structures and/or containers on U.S. installations may have to be inspected to comply with the CFE treaty even if Contractor personnel are unavailable to provide access. Any costs borne by the Contractor or any impact on contract performance as a result of the inspection will be a matter of negotiation between the Contractor and the KO.

PART 2
DEFINITIONS & ACRONYMS

2. Definitions and Acronyms

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

Contracting Officer – means a person with authority to enter into, administer, and or terminate contracts, and make related determinations and findings on behalf of the Government. Note: The only individual who can legally bind the Government.

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

Contractor – means a supplier or vendor awarded a contract to provide specific supplies or service to the Government. The term used in this contract refers to the prime.

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

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

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

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

Government-furnished property - means property furnished to the contractor the Government and subsequently furnished to the Contractor for performance of a contract. Government-furnished property includes, but is not limited to, spares and property furnished for repair, maintenance, overhaul, or modification. Government-furnished property also includes Contractor-acquired property if the Contractor-acquired property is a deliverable under a cost contract when accepted by the Government for continued use under the contract.

Government property - means all property owned or leased by the Government. Government property includes both Government-furnished property and Contractor-acquired property. Government property includes material, equipment, special tooling, special test equipment, and real property. Government property does not include intellectual property and software.

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

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

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

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

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

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

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

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

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

Work Week - Monday through Friday, unless otherwise specified.

2.2 Acronyms: Although not inclusive of every term used within this PWS, the following provides a list of acronyms used throughout this PWS or commonly used in the acquisition field:

ACOR	Alternate Contracting Officer's Representative
AE	Army in Europe
AFARS	Army Federal Acquisition Regulation Supplement
AHA	Activity Hazard Analysis
AOR	Area of Responsibility
AR	Army Regulation
AT	Anti-terrorism
ATCTS	Army Training Certification Tracking System
CAC	Common Access Card
CCE	Contracting Center of Excellence
CFE	Conventional Forces Europe
CFR	Code of Federal Regulations
CONUS	Continental United States (excludes Alaska and Hawaii)
COR	Contracting Officer's Representative
COTS	Commercial-Off-the-Shelf
DA	Department of the Army
DD250	Department of Defense Form 250 (Receiving Report)
DD254	Department of Defense Contract Security Requirement List
DFARS	Defense Federal Acquisition Regulation Supplement
DMDC	Defense Manpower Data Center
DoD	Department of Defense

FAR	Federal Acquisition Regulation
FRG	Federal Republic of Germany
GFP	Government Furnished Property
HLO	High Level Objective
HIPAA	Health Insurance Portability and Accountability Act of 1996
IA	Information Awareness
IAC	Installation Access Control
IACO	Installation Access Control Office
ID	Identification
IGCE	Independent Government Cost Estimate
IT	Information Technology
JTR	Joint Travel Regulation
JPAS	Joint Personnel Adjudication System
KO	Contracting Officer
OCI	Organizational Conflict of Interest
OCONUS	Outside Continental United States (includes Alaska and Hawaii)
ODC	Other Direct Costs
OPSEC	Operations Security
PA	Property Administrator
PII	Personally Identifiable Information
PIPO	Phase In/Phase Out
POC	Point of Contact
PRS	Performance Requirements Summary
PWS	Performance Work Statement
QA	Quality Assurance
QAP	Quality Assurance Program
QASP	Quality Assurance Surveillance Plan
QC	Quality Control
QCP	Quality Control Program
RA	Requiring Activity
RCO	Regional Contracting Office
SIGE	Safety and Health Protection Plan
TE	Technical Exhibit
USAREUR	U.S. Army Europe
UOM	Unit of Measure

PART 3
GOVERNMENT PROPERTY (GP) AND SERVICES

3. Government Property and Services

3.1 Services: N/A

3.2 Facilities: N/A

3.3 Utilities: The Government will provide electricity, heat, water, and sewage at no cost. The Contractor shall instruct employees in utilities conservation practices. The contractor shall be responsible for operating under conditions that preclude the waste of utilities, which include turning off the water faucets or valves after using the required amount to accomplish cleaning vehicles and equipment.
In RB water can be taken at the hydrant located at # 148. All necessary stand pipes, hoses, connections, safety devices IAW DIN 1717, Type BA, shall be provided and maintained by the contractor. All leaking hoses, defective connections, etc. have to be exchanged immediately by the contractor.

3.4 Equipment: N/A

3.5 Special Tooling and Test Equipment: N/A

3.6 Materials: N/A

3.7 Training: The Government will provide the following training:. *AT Level 1 Awareness, OPSEC, iWATCH.*

3.8 Common Access Cards (CAC): N/A

PART 4
CONTRACTOR FURNISHED ITEMS AND SERVICES

4. Contractor Furnished Property and Services

4.1 General: The Contractor shall furnish at no additional cost all facilities, equipment, materials and services necessary in the performance of this contract.
The contractor shall not be separately reimbursed for vehicles, parts, measuring devices and services supporting the contracted service, which also includes, but not limited to, administrative office supplies, custodial supplies, communication equipment, vehicle fuel, and lubricants, etc…

4.2 Secret Facility Clearance: N/A

4.3 Materials: Contractor shall provide all necessary specialized personnel, tools, material and equipment. The Contractor is responsible for ordering and maintaining sufficient materials/repair parts to perform the work within the allocated time frame, as stated in the PWS.

4.4 Vehicles and Equipment: The Contractor shall furnish all necessary tools, test/diagnostics equipment, specialized test and analysis equipment, repair/replacement parts and service vehicles to perform the service specified in this PWS under this contract. Contract shall supply all necessary equipment to get the free utilities IAW the Government requirements.

4.5 Background Checks: N/A

PART 5
SPECIFIC TASKS

5.1 <u>Basic Services:</u> The Contractor shall provide overall management, supervision, personnel, labor, generalized or specialized equipment necessary operate and perform all the PWS requirements specified herein. This shall be done IAW all the terms, conditions, general and special provisions, specifications, drawings, attachments, and exhibits contained herein and/or incorporated by reference. In coordination with COR. The Contractor may be required to provide specific data, records and/or lists of services and their costs accustomed to Installation Status Report (ISR) documentation requirements and associated with tasks and their components specified herein. In this case, the Contractor shall provide required data IAW PWS requirements and coordinate the documentation requirements with the COR .

5.2. Tasks

5.2.1 General Task Requirements:
The Contractor shall provide recurring and on-demand services for inspection, maintenance, trouble-shooting, and repair of the car wash facility's and water recovery plant system's at USAG Bavaria – TB (Tower Barracks) Grafenwoehr, RB Vilseck and Hohenfels for specified systems listed in Attachment #3 List of Systems. Services of the Contractor comprise all labor and incidental costs which arise for the administration, control, supervision, planning, operation, inspection, testing, transportation, maintenance, trouble-shooting, repair, and replacement of parts and material.
STD: Completed reports covering Maintenance, Inspection and Repair Services must be submitted to the COR without previous request and/or notification. Reports shall be in English and German. Reports shall be submitted no later than 5 days after completion of the work.
AQL: 100% Compliant
Deliverables: B – A.007

5.2.2 Annual Maintenance Services Car Wash Facility
Contractor shall provide maintenance Services for Car Wash Facility's (Attachment #3 List of systems) in consultation with the COR.
STD: The Contractor shall complete annual maintenance services in accordance with Manufacturer's Instruction and following mandatory inspection requirements:

- CLEANING OF THE SYSTEM, EFFECTIVE RANGE AND THE RAIL SYSTEM.
- CHECK FILLING LEVELS OF THE MEDIA CONTAINER
- CHECK CONTROL SYSTEM SAFETY SHUTDOWN
- VENTING OF SYSTEM DOSING PUMP
- CHECK LIGHT BARRIERS FOR CONTAMINATION AND DAMAGE
- CONTAMINANT INSPECTION OF TOP- AND SIDE BRUSH
- CLEANING FILTERING UNIT
- CHECK INJECTORS SPRAYING PATTERN
- CHECK DOSING PUMP ADJUSTMENT
- CHECK TIP SAFETY FOR DAMAGES AND SCREW CONNECTION
- CHECK WASHING PLANT RETURN PULLEY
- CHECK WIRE ROPES CONDITION AND LUBRICATION
- PERFORM GEARWHEEL LUBRICATION OF THE MOVING DEVICE
- CHECK PRESSURE LINE FROM THE DOSING PUMP UP TO INJECTION POINT WITH LEAKAGE AND WEAR TEST
- WEAR CONTROL OF TOP- AND SIDE BRUSH
- PERFORM SUFFICIENT LUBRICATION OF THE SYSTEM ROLLERS
- PERFORM BEARINGS LUBRICATION

AQL: 100% Compliant.
Deliverable: Deliverables B – A.006

5.2.3 Annual Maintenance/Inspection Requirements for Water Recovery Plant
Contractor shall provide maintenance Services for Water Recovery Plant (TE #3 List of systems) in consultation with the COR.
STD: The Contractor shall complete annual maintenance services in accordance with Manufacturer's Instruction and following mandatory inspection requirements:

1. CLEANING OF THE WATER RECOVERY SYSTEM
2. CLEANING OF THE FILTER
3. REPLACE FILTER MEDIUM
4. CHECKING OF THE SYSTEM OPERATING STATUS
5. CHECK FRESHWATER CONSUMPTION
6. CHECK FILLING LEVELS OF THE MEDIA CONTAINER
7. CHECK DOSING PUMP FUNCTION
8. PERFORM DOSING PUMP ADJUSTMENT
9. CHECK OPERATING PRESSURE AND VENTILATION
10. CHECK SERVICE WATER CONDUCTIVITY
11. CHECK SERVICE WATER pH-VALUE
12. CHECK MEDIA CONSUMPTION
13. CHECK SYSTEM VENTILATION SYSTEM
14. CLEANING AND CALIBRATION OF THE pH MEASURING PROBE
15. PERFORM HOLDING TANK CLEANING
16. PERFORM CLEANING SERVICES OF VENTILATION, SUBMERSIBLE PUMP AND THE EXTRACTION POOL
17. PERFORM CLEANING OF WASTE WATER CONTAINER
18. PERFORM CLEANING OF THE FILTER ELEMENT
19. COMPLETE CLEANING OF SLUDGE TRAP AND EXTRACTION POOL

AQL: 100% Compliant.
Deliverable: Deliverables B - A.006

5.2.4 Trouble-Shooting Service
The Contractor shall provide services for trouble-shooting of unknown faults and routine and/or emergency repairs.

STD: Trouble-shooting service shall be performed immediately if the Contractor is already on site while performing RM services or other on-demand services. Regular trouble-shooting service shall be performed within two (2) Contractor work days if the Contractor needs to arrive separately.
AQL: 100% Compliant
Deliverable: Deliverables B – A.007

5.2.5 Repair Services
The Contractor shall perform repair services only if assigned and coordinated with the COR.
STD: Repair services shall be performed IAW manufacturer's procedures and/or contractor-developed procedures. Mandatory prior cost estimates for Repair Service's must be approved by the Contract COR. The Contractor shall announce any start of repair services to the COR with a minimum of two (2) days in advance. With prior documented COR's approval, the repair start time may exceed the limit.
All services as specified as Routine/Emergency repair work will be reimbursed under the respective time CLINs for Routine/Emergency repair work and material CLINs.

- For *routine repairs*, the Contractor shall order required parts within three (3) work days after Government approval.
- For *emergency repairs*, the Contractor shall order required parts within one (1) work day after Government approval.

After completion of repair service, contractor shall perform a functional test for proper operability of the equipment's designated function.
AQL: 100% Compliant.
Deliverable: Deliverables B – A.007

5.2.6 Cost Estimates
For both routine and emergency repairs the Contractor shall provide cost estimates to the Contract COR for prior approval.
STD: Contractor's written repair cost estimate shall include at least the following:

- Number of personnel and man-hours to perform the repair work;
- Estimated start and completion date after receipt of Government approval to perform recommended repairs;
- If applicable, parts and/or material list containing: part and/or material name; part number; catalog name, number, and date; part availability (in stock or order); delivery time.

AQL: 100% Compliant
Deliverable: **Deliverables B – A.002**

5.2.7 Technical Reports and Protocols
Contractor shall provide technical reports for Regular Maintenance and/or on-demand Services.
STD: Within five (5) work days after RM and/or on-demand services, the Contractor shall submit to the COR and/or ACOR all technical reports/protocols of inspection, maintenance, trouble-shooting and repair reflecting the condition of the system, operability and possible damages or deficiencies per facility, system or equipment as described in this contract.
AQL: 100% Compliant
Deliverable: **Deliverables B – A.007**

5.2.8 Cleaning of Job Sites
The Contractor shall clean Government facilities, equipment, and work sites at least in the end of each work day.
STD: Contamination of work areas by the Contractor during performance of recurring maintenance and/or on-demand services shall be cleaned immediately in accordance with federal, state, and local environmental laws and regulations at no additional cost to the Government. All replaced and/or defective parts to be removed shall be shown to the COR and properly disposed of by the Contractor.
AQL: 100% Compliant
Deliverable: **Deliverables B - A.007**

5.3. Service Contract Reporting

5.3.1 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 for the ***Car Wash Plants Services*** 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
   Deliverables B – A.007

PART 6
APPLICABLE PUBLICATIONS

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

All applicable European and German safety/accident prevention laws, regulations and ordinances such as law covering implementation of work safety measures for improvement of safety and for sanitary precautions of employees on the job, law on work safety (AsiG, ArbSchG, BGG, BGI, BGR, BGV, VDS, VBG, VBR, UVV)

All European/German machinery and operational safety regulations (Maschinenrichtlinien und Betriebssicherheitsverordung)

Laws on electromagnetic tolerance of equipment (EMVG)
Regulations on the protection of ground water against pollution with certain hazardous materials (GrWV)
Regulations concerning country protection and prevention of emission (Emmissionsschutzverordnung)
Regulations concerning the protection against hazardous materials (GefStoffV)
Laws on liability for defective products (ProdHaftG)
Laws on product safety (ProdSG)
Regulations on German mechanical engineers on operation and maintenance of mechanical systems (VDMA)
Standards and safety regulations for electrical and information technology of the German Association of Electrical Engineering (VDE, Verband der Elektrotechnik)
Technical Regulations and Guidelines of the Association of German Engineers (VDI, Verband Deutscher Ingenieure)
Regulations and Standards for Production, Use, Operation of Technical Systems (DIN)
Regulations concerning saving energy (EnEV)
Regulations on distribution of electrical devices for use within certain voltage limits (GSGV 1)
Regulations concerning flammable liquids (VbF)
Technical Regulations for flammable liquids (TRbF)
Technical Regulations for hazardous materials (TRGS)
Technical Design Guide for Electrical Systems and UEMCS
Regulations/rules/ordinances of the corporate group of insurance companies (VDS)

6.1.1 Department Of Defense Contract Security Classification Specification (DD Form 254)
6.1.2 Department of Defense Security Agreement (DD Form 441)
6.1.3 National Industrial Security Program Operating Manual (DoD 5220.22-M)
6.1.4 Installation Access Control (AE Reg 190-16)
6.1.5 The Army Physical Security Program (AR 190-13)
6.1.6 U.S. Army Corps of Engineers Safety and Health Requirements Manual (EM 385-1-1)
6.1.7 Information Assurance Workforce Improvement Program (DoD 8570-M)
6.1.8 Information Assurance Training Certification and Workforce Management Directive (DoDD 8570.01)
6.1.9 Information Assurance (AR 25-2)
6.1.10 Electromagnetic Compatibility Directive (2004/108/EC)
6.1.11 Policies and Procedures for Property Accountability (AR 735-5)
6.1.12 Manufacturer's operational, maintenance and repair manuals, and safety and test log-books of facilities, equipment, and systems including Manufacturer's spare parts list.

PART 7
ATTACHMENT AND TECHNICAL EXHIBIT LISTING

7. Attachment and Technical Exhibit List

7.1 Technical Exhibit A – Performance Requirements Summary

7.2 Technical Exhibit B – Deliverables Schedule

7.3 Attachment 1 – Estimated Workload Data

7.4 Attachment 2 – Record of Service

7.5 Attachment 3 – List of Car Wash Systems with Location

7.6 Attachment 4 – Maintenance Contents (Wartungsumfang German, English)

TECHNICAL EXHIBIT A
Performance Requirements Summary (PRS)

PERFORMANCE OBJECTIVE	STANDARD	PERFORMANCE THRESHOLD ACCEPTABLE QUALITY LEVELS (AQLs)
PRS#1 - PWS para 1.4 Objectives: The Contractor shall determine the best and most cost-effective ways to fulfill inspection, maintenance and repair of the TMP Car Wash Facility's and their component needs, emphasizing innovation and commercial best practices. The Contractor shall perform all work and assume responsibility for planning, programming, administering, managing, and executing all functions necessary to provide the services specified in this PWS	The Contractor shall provide overall management, supervision, personnel, labor, generalized or specialized equipment necessary operate and perform all the PWS requirements specified herein. This shall be done IAW all the terms, conditions, general and special provisions, specifications, drawings, attachments, and exhibits contained herein and/or incorporated by reference. In coordination with COR. The Contractor may be required to provide specific data, records and/or lists of services and their costs accustomed to Installation Status Report (ISR) documentation requirements and associated with tasks and their components specified herein. In this case, the Contractor shall provide required data IAW PWS requirements and coordinate the documentation requirements with the COR .	100% Compliance Zero Deviation from standard .
PRS#2 - PWS Para 1.6.2 Security Requirements: The Contractor shall ensure that Contractor employees and subcontractor employees performing services under this contract comply with Federal Acquisition Regulation (FAR) 52.204-2 Security Requirements when the employee has access to information classified "Confidential," "Secret," or "Top Secret." The Contractor shall ensure the employee complies with the Department of Defense Security Agreement (DD Form 441), including the National Industrial Security Program Operating Manual (DoD 5220.22-M), and any revisions to DoD 5220.22-M, notice of which has been furnished to the Contractor.	Access to U.S. installations and controlled areas is limited to personnel who meet security criteria and are authorized by Host Nation law to work in that country. Failure to submit required information/data and obtain required documentation or clearances in accordance with Army in Europe (AE) Regulation 190-16 (AE Reg 190-16) Installation Access Control or (AE) Regulation 604-1 for Germany specific contracts, will be grounds for denying access to U.S. installations and controlled areas. The Contractor shall ensure that any subcontractors used in performance of this contract complies with these requirements and that all employees, of both the Contractor and any subcontractor utilized by the Contractor, are made aware of and comply with these requirements.	100% Compliance Zero Deviation from standard .
PRS#3 - PWS para 5 - SpecificTasks The Contractor shall perform repair services only if assigned and coordinated with the COR.	Repair services shall be performed IAW manufacturer's procedures and/or contractor-developed procedures. Mandatory prior cost estimates for Repair Service's must be approved by the Contract COR. The Contractor shall announce any start of repair services to the COR with a minimum of two (2) days in advance. With prior documented COR's approval, the repair start time may exceed the limit.	100% Compliance Zero Deviation from standard .

PRS#4 - PWS para 5 – Specific Taks The contractor shall provide all services as specified. Routine/Emergency repair work will be reimbursed under the respective time CLINs for Routine/Emergency repair work and material CLINs.	For *emergency repairs*, the Contractor shall order required parts within one (1) work day after Government approval.	100% Compliance Zero Deviation from standard
PRS #5 - Service Contract Reporting (SCR) PWS 5.3 The Contractor shall report all Contract work hours**.**	The Contractor shall completely fill in all the information in the format using the following web address www.sam.gov. The contractor shall provide the estimated total cost (if any) incurred to comply with this reporting requirement. Reporting period shall be the period of performance not to exceed 12 months ending September 30 of each government fiscal year and must be reported by 31 October of each calendar year. If contract period of performance ends prior to September 30, the contractor has 30 days from end date of the contract to complete the SCR requirement.	100% Compliance Zero Deviation from standard
PRS #6 - PWS 5.2.7 Technical Reports and Protocols Contractor shall provide technical reports for Regular Maintenance and/or on-demand Services.	Within five (5) work days after RM and/or on-demand services, the Contractor shall submit to the COR all technical reports/protocols of inspection, maintenance, trouble-shooting and repair reflecting the condition of the system, operability and possible damages or deficiencies per facility, system or equipment as described in this contract.	100% Compliance Zero Deviation from standard
PRS #7 – PWS 5.2.8 Cleaning of Job Sites The Contractor shall clean Government facilities, equipment, and work sites at least in the end of each work day.	Contamination of work areas by the Contractor during performance of recurring maintenance and/or on-demand services shall be cleaned immediately in accordance with federal, state, and local environmental laws and regulations at no additional cost to the Government. All replaced and/or defective parts to be removed shall be shown to the COR and properly disposed of by the Contractor.	100% Compliance Zero Deviation from standard

TECHNICAL EXHIBIT B

DELIVERABLES SCHEDULE

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Deliverable	Frequency	# of Copies	Medium/Format	Submit To
A.001 Quality Control Plan–PWS Para 1.5.1 The Contractor shall develop and maintain a QCP to ensure services are performed in accordance with (IAW) this PWS. The Contractor shall develop and implement procedures to identify, prevent, and ensure non-recurrence of defective services. The Contractor's QCP is the means by which it assures that the work provided complies with the requirements of the contract.	The Contractor's Proposed QCP shall be submitted to the Contracting Officer (KO) through the Contracting Officer's Representative (COR) for review within ten (10) work days before contract start at the latest. The Government will review and may either notify the Contractor in writing of acceptance of the plan or return their comments to the Contractor.	Two Copies one each to the Contracting Officer and the COR	Electronic delivery via email using Microsoft Office	Contracting Officer's Representative (COR)
A.002 Cost estimates for Repair Services – PWS- Para 5 The Contractor shall perform repair services only if assigned and coordinated with the COR.	Repair services shall be performed IAW manufacturer's procedures and/or contractor-developed procedures. Mandatory prior cost estimates for Repair Service's must be approved by the Contract COR. The Contractor shall announce any start of repair services to the COR with a minimum of two (2) days in advance.	One Copie to the COR	Electronic delivery via email using Microsoft Office	Contracting Officer's Representative (COR)
***A.003 Installation Pass Log – PWS Para-* 1.6.3** Access to U.S. installations and controlled areas is limited to personnel who meet security criteria and are authorized by Host Nation law to work in that country	The Contractor shall provide the Contracting Officer, via the COR, an Initial Installation Pass Log within within three (3) calendar days after contract award. The log must at a minimum contain the following information first and last name, date of birth, Identification Card Number, Country of Citizenship and the place of residence of the employee.	One Copie Contracting Officer, one Copie COR	Hard Copy Distribution system	Contracting Officer and Contracting Officer's Representative (COR)_
A.004 Key Personnel – PWS Para 1.10 The following personnel are considered key personnel by the Government: Contract Manager (CM) / Alternate Contract Manager (A/CM) and Site Foreman. Key Personnel means	Key personnel name, who shall act for the Contractor along with a Curriculum Vitae (CV) for each of these individuals, shall be provided in writing no later than five (5) days after contract award	One Copie to KO	Electronic delivery via email using Microsoft Office	Contracting Officer (KO)

Deliverable	Frequency	# of Copies	Medium/Format	Submit To
certain skilled experienced professional and technical personnel who are essential for successful Contractor accomplishment of the work to be performed under this contract.				
A.005 Required Training PWS-Para 1.23 Contractor is required to complete mandatoy training.	**-Anti-Terrorism (AT) Level I Training:** All Contractor employees, including subcontractor employees, who are employed under the contract, shall complete AT Level I Training within thirty (30) days after contract start date or effective date of incorporation of this requirement into the contract, whichever applies, or thirty (30) days after employment of new personnel. **-OPSEC Training:** All Contractor employees, including subcontractors, shall complete Level I OPSEC training within thirty (30) days of employment under this contract. Verification of the training shall be provided to the COR within three (3) days after completion of the training **iWATCH Training** The Contractor and all associated subcontractors shall brief all employees on the local iWATCH program (training standards provided by the requiring activity ATO). This locally developed training will be used to inform employees of the types of behavior to watch for and instruct employees to report suspicious activity to the COR. This training shall be completed within thirty (30) days after the contract is awarded and within seven (7) days after new employees commence contract performance.	One Copie to the COR	Electronic delivery via email using Microsoft Office	Contracting Officer's Representative (COR)
A.006 Special Certifications PWS Para 1.10 The Contractor shall be accredited and certified to perform Car Wash Plants Maintenance and Repair Services.	The Contractor shall provide proof of accreditation upon request. Following certifications help improve service consistency, reduce environmental impact, and enhance customer confidence: • ISO 9001: Standardizes service quality and ensures consistent service across locations and staff.	One copy to the requesting KO	Electronic delivery via email using Microsoft Office	Contracting Officer (KO)

Deliverable	Frequency	# of Copies	Medium/Format	Submit To
	• ISO 14001: Focuses on environmental responsibility, managing water usage, and chemical discharge. • ISO 45001: Enhances workplace safety and reduces workplace accidents. • ISO 50001: Supports systematic reduction of energy and water usage, improving cost efficiency. • IDA Certified Detailer: Evaluates technical knowledge and proficiency in detailing.			
A.007 - PWS 5.2.7 Technical Reports and Protocols Contractor shall provide technical reports for Regular Maintenance and/or on-demand Services.	Within five (5) work days after RM and/or on-demand services, the Contractor shall submit to the COR all technical reports/protocols of inspection, maintenance, trouble-shooting and repair reflecting the condition of the system, operability and possible damages or deficiencies per facility, system or equipment as described in this contract.	One Copie to the COR	Electronic delivery via email using Microsoft Office	Contracting Officer's Representative (COR)

ATTACHMENT 1
ESTIMATED WORKLOAD DATA

ITEM	NAME	ESTIMATED QUANTITY	
0001	*General Maintance Services for one (1) Car Wash Plant TB*	Each	*1*
0002	*General Maintenance Services for one (1) Car Wash Plant RB*	Each	*1*
0003	*General Maintenance Services for two (2) Car Wash Plants in Hohenfels*	Each	*2*

<u>Attachment #2</u> – Record of Service

- Order number
- Requestor's name
- Approver's name
- Priority of service (routine/ urgent/ emergency)
- Type of Service (recurring / on demand service)
- Location (building/ facility/ equipment/ system)
- Discrepancy/ deficiency/ cause of fault
- Date and time started work
- Description of service in enough detail to be able to reconstruct work accomplished
- Actual man-hours per person worked at job site
- Unit quantities and costs of materials used
- Travel hours per order
- Date and time work completed
- Total hours worked

  Printed (legible) name and signature of person who performed the work

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Attachment #3 Car Wash
Plant Type and Location

BUILDING	DESCRIPTION
#392, TB GRAFENWOEHR	Commercial Vehicle Washing System Type Christ – Taurus C5X50
#392, TB GRAFENWOEHR	WATER RECLAMATION SYSTEM TYPE CHRIST - FONTIS S
#350, RB Vilseck Typ	**Car Wash Maxi Wash Vario** **Serial Number 76350472** **Equipment Number 10059997**
Included Components #350 Vilseck:	**1. Sand filter system:** **Serial Number 62150075** **Equipment Number 10059999** **2. High pressure steam cleaner** **Type 6-0101** **Serial Number 30226718** **Equipment Number 0173** **3. Card Reader and control terminal** **4. Dosing pump system** **For chemicals and cleaning agents** **5. Control unit for entrance/exit for gate systems**
# 56 Hohenfels	**Commercial vehicle - MaxiWash Vario car wash Type 6-0705** **Pre-wash system Type 6-0101**
# 536 Hohenfels	**AWAS ADF-A - HD Technology** **INFINITY PRO HIGH-PRESSURE WATER HEATER**

<u>Attachment #4:</u> Maintenance Inspection Requirements

MINIMUM ANNUAL MAINTENANCE/INSPECTION REQUIREMENTS FOR CAR WASH FACILITY AS SPECIFIED BY THE MANUFACTURER:

1. CLEANING OF THE SYSTEM, EFFECTIVE RANGE AND THE RAIL SYSTEM.

2. CHECK FILLING LEVELS OF THE MEDIA CONTAINER

3. CHECK CONTROL SYSTEM SAFETY SHUTDOWN

4. VENTING OF SYSTEM DOSING PUMP

5. CHECK LIGHT BARRIERS FOR CONTAMINATION AND DAMAGE

6. CONTAMINANT INSPECTION OF TOP- AND SIDE BRUSH

7. CLEANING FILTERING UNIT

8. CHECK INJECTORS SPRAYING PATTERN

9. CHECK DOSING PUMP ADJUSTMENT

10. CHECK TIP SAFETY FOR DAMAGES AND SCREW CONNECTION

11. CHECK WASHING PLANT RETURN PULLEY

12. CHECK WIRE ROPES CONDITION AND LUBRICATION

13. PERFORM GEARWHEEL LUBRICATION OF THE MOVING DEVICE

14. CHECK PRESSURE LINE FROM THE DOSING PUMP UP TO INJECTION POINT WITH LEAKAGE AND WEAR TEST

15. WEAR CONTROL OF TOP- AND SIDE BRUSH

16. PERFORM SUFFICIENT LUBRICATION OF THE SYSTEM ROLLERS

17. PERFORM BEARINGS LUBRICATION

ANNUAL MAINTENANCE/INSPECTION REQUIREMENTS FOR WATER RECOVERY PLANT

1. CLEANING OF THE WATER RECOVERY SYSTEM

2. CLEANING OF THE FILTER

3. REPLACE FILTER MEDIUM

4. CHECKING OF THE SYSTEM OPERATING STATUS

5. CHECK FRESHWATER CONSUMPTION

6. CHECK FILLING LEVELS OF THE MEDIA CONTAINER

7. CHECK DOSING PUMP FUNCTION

8. PERFORM DOSING PUMP ADJUSTMENT

9. CHECK OPERATING PRESSURE AND VENTILATION

10. CHECK SERVICE WATER CONDUCTIVITY

11. CHECK SERVICE WATER pH-VALUE

12. CHECK MEDIA CONSUMPTION

13. CHECK SYSTEM VENTILATION SYSTEM

14. CLEANING AND CALIBRATION OF THE pH MEASURING PROBE

15. PERFORM HOLDING TANK CLEANING

16. PERFORM CLEANING SERVICES OF VENTILATION, SUBMERSIBLE PUMP AND THE EXTRACTION POOL

17. PERFORM CLEANING OF WASTE WATER CONTAINER

18. PERFORM CLEANING OF THE FILTER ELEMENT

19. COMPLETE CLEANING OF SLUDGE TRAP AND EXTRACTION POOL

Maintenance Instructions German:

Wartungsumfang der AWAS Anlagenkomponenten Hohenfels #536
Die Wartung beinhaltet im Einzelnen:

- Anlagendurchsicht wahrend eines Probelaufs
- Aufnahme aller lesbaren Betriebsdaten
- Entleerung Flotationsturm
- Sichtkontrolle Vorlagebecken und Entfernung grober Schwimmstoffe, das Material verbleibt zur Entsorgung bei dem Auftraggeber. Ein geeigneter Sammelbehaelter ist bauseits zur Verfuegung zu stellen.
- Messung Schlammstand im Vorlagebecken
- Funktionserhaltende Anlagenreinigung, z. B. Filter, Schlammablaufrohr, pH-Sande
- lnjektoren ausbauen und reinigen
- Ueberpruefung Lufteinzug, Magnetventile (wenn defekt, auf Nachweis ersetzen)
- Fuellen der Anlage
- Fuellstandsmessgerat Ueberpruefen
- Batterien SPS kontrollieren (ggf. wechseln)
- Dosiersystem kontrollieren und einstellen
- pH-Mer.itechnik kontrollieren und ggf. neu kalibrieren
- SPS-Steuerung Ueberpruefen
- Ueberpruefung der Flotationspumpen, bzw. Zufuehrpumpe im Betrieb ggf. Pumpenleistung regulieren
- Flockungsverhalten nach Neuanfahren der Anlage ueberpruefen (falls notwendig Neueinstellung der Dosierpumpen vornehmen)
- Einstellung und Funktionskontrolle des Leitwertmessgerates (falls vorhanden)
- Abstimmung aller Anlagenfunktionen
- Probelauf der Anlage (Kontrolle Programmablauf)
- Uebergabe an Auftraggeber oder Vertreter

Die Wartung des **AWAS Bandfilters** beinhaltet im Einzelnen:

- Aufnahme der Anlagedaten
- Vorlagebehalter leeren und reinigen
- Ueberpruefung
  - der Zufuehrpumpe

der Zu- und Ablaufleitung des Filtervlieses
des Filtervlies-Antriebes der Niveauschalter

  - der nachgeschalteten Entleerungspumpe (falls vorhanden)
- Probelauf der Anlage

Maintenance Instructions English:

Maintenance Scope of the AWAS Plant Components Hohenfels #536
The maintenance specifically includes:

• Plant inspection during a test run
• Recording all readable operating data
• Emptying flotation tower
• Visual inspection of collection tank and removal of coarse floating materials; the material remains for disposal by the client. A suitable collection container must be provided on site.
• Measurement of sludge level in the collection tank
• Functional maintenance cleaning of the plant, e.g., filter, sludge discharge pipe, pH sands
• Remove and clean injectors
• Check air intake, solenoid valves (replace if defective, with proof)
• Filling the plant
• Check fill level measuring device
• Check SPS batteries (replace if necessary)
• Check and adjust dosing system
• Check pH measuring technology and recalibrate if necessary
• Check SPS control system
• Inspection of the flotation pumps, or feed pump during operation, if necessary adjust pump performance
• Check flocculation behavior after restarting the plant (if necessary, readjust the dosing pumps)
• Adjustment and functional check of the conductivity measuring device (if available)
• Coordination of all plant functions
• Test run of the plant (check program sequence)
• Handover to the client or representative

The maintenance of the **AWAS band filter** includes in detail:
• Recording the system data
• Emptying and cleaning the feed container
• Checking
- the feed pump
- the inlet and outlet lines of the filter fleece
- the filter fleece drive
- the level switches
- the downstream emptying pump (if present)
• Test run of the system