PERFORMANCE WORK STATEMENT (PWS)

Service Contract for Jump Tower Maintenance at Caserma Ederle, Vicenza, Italy.

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 Jump Tower Inspection and Maintenance.

1.2 Background: The Contractor shall provide maintenance and safety certification for the Jump Tower located at Caserma Ederle, Vicenza, Italy on a semi-annual schedule IAW Italian Legislative Decree No. 81 of April 9, 2008 (Decreto Legislativo 81/2008), as amended.

1.3 Scope: The Contractor shall provide non-personal service(s). The Contractor shall provide all personnel, equipment, supplies, facilities, transportation, tools, materials, supervision, and other items necessary to perform services as described in the PWS and associated contract documents. The Contractor shall perform to the standards and acceptable quality levels identified in this PWS and associated contract documents.

1.4 Objectives: The objective of this contract is to provide Jump Tower Inspection and Maintenance IAW the PWS.

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) days after date of contract award (Deliverable 001).

The Government (COR, Quality Assurance Specialist, and KO) will review and either notify the Contractor in writing of acceptance of the plan or return their comments to the Contractor within ten (10) days. If the Government has provided comments, the Contractor shall then have three (3) days to submit a Final QCP. After receipt of the Final QCP, the Contractor will receive the Contracting Officer's acceptance in writing. Any proposed changes to the accepted

QCP are required to be resubmitted for acceptance by the KO (through the COR) 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. Within fifteen (15) days after a contract option has been exercised, the contractor shall submit or confirm (in writing) the QCP is valid and current. At a minimum, the QCP shall include and answer the following to be acceptable:

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

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

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

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

e. How the Contractor will ensure all keys issued will remain controlled items (Paragraph 1.15 Key Control).

f. How the Contractor will inventory, and track maintenance of all Government Provided Equipment / Materials (Paragraph 1.32, part 3.4 & 3.5).

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

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

1.5.1.1 <u>Optional addendum to the QCP</u>: Reserved

1.5.1.2 Quality Issues: The Contractor shall inform the COR of issues or potential issues that might affect the performance within two (2) working hours of identifying those issues. Verbal reports shall be followed up by written reports within two (2) days (Deliverable 002).

1.5.1.3 <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).

1.5.1.4 Technical Progress Reports: The contractor shall provide Technical Progress Reports (Deliverable 003) to the designated Contracting Officer's Representative (COR). These reports will be brief (1-5 pages) and shall contain all technical information on the tasks completed or ongoing. The contractor shall choose the report format. The contractor shall provide records of all relevant and/or significant meetings, discussions, verbal or telephone conversations had with the Government directly related to tasks associated with this contract.

1.5.1.5 Company Contact Information: Within ten (10) days of contract award, the contractor shall forward a copy of all company contact information (Deliverable 004). This information will include the company's direct mailing address, company/office telephone and fax numbers, as well as a list of the key Points of Contact (POC) within the company who will be directly involved in tasks associated with this contract, including their names and email addresses.

1.6 Recognized Holidays: 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.

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

New Year's Day January 1st	M. L. King Memorial Day 3rd Monday in Jan
Presidents Day 3rd Monday in February	Memorial Day last Monday in May
Juneteenth June 19th	Independence Day July 4th
Labor Day 1st Monday in September	Columbus Day 2nd Monday in October
Veteran's Day November 11th	Thanksgiving Day 4th Thursday in November
Christmas Day December 25th	

1.6.2 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. Italian holidays or when the Italian government facility is closed due to local or national emergencies, administrative closings, or similar Government directed facility closings.

New Year's Day	January 1st	Epiphany (Three Kings Day)	January 6th
Easter Sunday		Easter Monday	
Liberation Day	April 25th	International Worker's Day	May1st
Republic Day	June 2nd	Assumption Day	August 15th
All Saints' Day	November 1st	Immaculate Conception	December 8th
Christmas Day	December 25th	St Stephen's Day	December 26th

1.7 Operating Hours: The Government facility office hours, facility operating hours, and Contractor support hour requirements frequently align; however, there may be instances where they differ. Refer to the details provided below for clarification on each schedule.

1.7.1 Government Facility Office Hours: The Government facility office hours are 0900 to 1700, Monday through Friday except U.S. holidays identified in paragraph 1.6.1 above or when the Government facility is closed due to local or national emergencies, administrative closings, or similar Government directed facility closings.

1.7.2 Government Facility Operating Hours: The Government facility operating hours occur between the hours of 0900 to 1700, Monday through Friday. The Government facility may close due to local or national emergencies, administrative closings, or similar Government directed facility closings and will be communicated by the Contracting Officer to the Contractor.

1.7.3 Contractor Support Hours: The Contractor shall coordinate maintenance visits with the COR at least 45 days in advance. 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. When hiring personnel, the Contractor shall keep in mind that the stability and continuity of the workforce are essential.

1.7.4 Training Holidays: United States Army Europe and Africa **(**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.

1.8 Contractor Work Plan: Reserved

1.9 Military Work Schedule : The military work schedule may affect access to military operated facilities. If scheduled work or access to facilities is required, coordination with the occupants (through the COR) will be necessary or the work in affected facilities shall be rescheduled.

1.10 Place of Performance: The work to be performed under this contract will be performed at Building 377, the jump tower on Caserma Ederle, Vicenza, Italy.

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

1.11.1 Security Program: Reserved

1.11.2 Personnel Security Clearance Requirements: Reserved

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

Here is a link to the publications:
https://armyeitaas.sharepoint-mil.us/sites/aeapubs/NewCatalogActive/AEA_REG_604-1_2026-03-24.pdf.

1.11.4 United States Citizen: *Reserved*

1.11.5 Local Nationals and Third Country Nationals: *Reserved*

1.12 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).

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

1.13 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 Italy 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 can be found on the following website:
https://armyeitaas.sharepoint-mil.us/sites/aeapubs/NewCatalogActive/AEA_REG_190-16_2024-04-12.pdf

1.13.1 Installation Pass Log: Reserved - Coordinate with COR for installation Access.

1.13.2 Installation Pass Collection: The Contractor shall collect the installation access passes the same day employment of an individual has expired or has been terminated. The contractor shall return installation access pass to the issuing office within three (3) days, (Deliverable 005).

1.14 Common Access Cards (CAC): Reserved

1.14.1 CAC Log: *Reserved*

1.15 Key Control: *Reserved*

1.16 Post Award Conference: The Contractor shall attend any post award conference convened by the contracting activity or contract administration office in accordance with Federal Acquisition Regulation (FAR) Subpart 42.5 and Army Regulation 70-13. The KO, COR, and other Government personnel, as appropriate, may meet periodically with the Contractor to review the Contractor's performance. At these meetings the KO will apprise the Contractor of how the Government has assessed 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.

1.16.1 Periodic Progress Meetings: 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 end outside of regular duty hours. The Contractor shall submit meeting minutes notes to the COR for review within ten (10) days after the day of the meeting, (Deliverable 006). The COR will review and either notify the Contractor in writing of acceptance of the meeting minutes or return with their comments to the Contractor within five (5) days. If the Government has provided comments, the Contractor shall have three (3) days to submit a Final meeting minutes.

1.17 Contracting Officer's Representative (COR): Refer to Part 2 of this PWS for the definition of a COR. As determined by the KO, a COR will be appointed and identified by letter of designation, a copy of which will be provided to the Contractor by the KO. 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 KO and Contractor of any deficiencies, coordinate availability of Government property, and coordinate site entry of Contractor personnel. To ensure proper oversight, the KO may appoint multiple CORs. In cases where

multiple CORs are appointed, each will receive an appointment letter specifying their unique roles and responsibilities.

1.18 Key Personnel: *Reserved*

1.19 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. 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.

1.19.1 Contractor's Workspace: Reserved

1.19.2 Contractor Identification: The Contractor (to include subcontractors) shall provide each of their employees an easily readable identification. The badge shall include the employee's name, the contractor's company name, the functional area of assignment. Companies with U.S. Government contracts shall 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 COR prior to the contract performance date and updated as needed to reflect Contractor personnel changes, (Deliverable 007).

1.20 Contractor Travel: *Reserved*

1.21 Other Direct Costs (ODCs): *Reserved*

1.22 Data Rights: Reserved

1.23 Non-Disclosure Requirements: Reserved

1.23.1 Non-Disclosure Statements: Reserved

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

1.25 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 KO immediately whenever it becomes aware that such access or

participation may result in any actual or potential OCI and shall promptly submit a plan to the KO to avoid or mitigate any such OCI (Deliverable 008). 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.

1.26 Phase In/Phase Out Period: Reserved

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

1.27.1 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 the COR and the RA safety officer (Deliverable 009). 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 15 calendar days after award of the contract. Plans for subsequent major phases of work shall be submitted no later than 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:
i. Short sleeve shirt.
ii. Long trousers.
iii. Steel-toed safety boots.
iv. Hard hat.

1.27.2 <u>Accident Prevention</u>: In addition to other requirements for accident prevention specified in this contract, the Contractor shall comply with all Federal, State and Local requirements governing safety and health protection on construction sites and any other applicable occupational safety codes. 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 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. The Contractor shall prepare a Safety and Health Protection Plan (SIGE) as required. 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, particularly 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.

1.27.3 Safety Notifications: The Contractor shall complete and submit safety notifications required by host nation authorities and shall provide documented proof to the KO via the COR, no later than 30 days (Deliverable 010) that such notifications were made.

1.27.4 Italian Safety Law Decreto Legislativo (DLGS) 81/2008 art 26: This project falls under the provisions of Italian Legislative Decree No. 81 of April 9, 2008 (D.Lgs 81/2008). The Contractor shall comply with all requirements enforced by this Safety Law. In particular, before any work can start, and no later than ten (10) days from Notice of Award, the Contractor shall provide the "Operational Safety Plan" (Piano Operativo di Sicurezza - POS) in accordance with Articles 89 and 96 of D.Lgs 81/2008, with minimum contents as prescribed in Annex XV (Allegato XV) (Deliverable 011).

1.28 Environmental Compliance Plan and Program: *Reserved*

1.29 Required Training: The following provides information on training requirements.

1.29.1 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 30 days (Deliverable 012) after contract award date or effective date of incorporation of this requirement into the contract, whichever applies, or 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 (Deliverable 012) for each affected Contractor employee and subcontractor employee to the COR (or to the KO, if a COR is not assigned) within 30 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. Verification of the training shall be submitted to the COR within 30 days after completion of the training (Deliverable 012).

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 submitted to the COR within 30 days after completion of the training (Deliverable 012).

1.29.2 OPSEC Training: IAW AR 530-1, All Contractor employees, including subcontractors, shall complete Level I OPSEC training within 30 days of employment under this contract (Deliverable 013) after contract award date. Verification of the training shall be submitted to the COR within 30 days after completion of the training (Deliverable 013). OPSEC Level I training is available at http://www.cdse.edu/catalog/elearning/GS130.html. Contractor personnel shall

complete refresher training every twelve (12) months. Verification of the training shall be submitted to the COR within 30 days after completion of the training (Deliverable 013).

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 submitted to the COR within 30 days after completion of the training (Deliverable 013).

1.29.3 iWATCH Training: The Contractor and all associated subcontractors shall brief all employees on the local iWATCH program (training standards provided by the requiring activity Anti-Terrorism Officer). This 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 30 days after the contract is awarded and within 30 days after new employees commence contract performance, with the results reported to the COR within 30 days after the contract is awarded and within 30 days after new employees commence contract performance (Deliverable 014). Verification of the training shall be submitted to the COR within 30 days after completion of the training (Deliverable 014). Training slides can be found on the Defense Visual Information Distribution Service website: https://www.dvidshub.net/video/583923/iwatch-2018.

1.29.4 Information Assurance (IA) Training: Reserved

1.29.4.1 Cyber Awareness Training: Reserved

1.29.4.2 Information Technology (IT)/IA: Reserved

1.29.4.3 Network Access Training: Reserved

1.29.5 Personally Identifiable Information (PII): Reserved

1.29.6 Counterintelligence Awareness and Reporting (CIAR): Contractor employees, including subcontractors, performing services under this contract with access to Government installations shall complete CIAR training within 30 days of employment. Contractor personnel shall complete refresher training every twelve (12) months. The Contractor shall provide the COR a copy of the training certificate(s) within 30 days calendar days after contract award (Deliverable 015). The training can be found at: https://securityawareness.dcsa.mil/cidod/index.html

1.30 Notice to Proceed: *Reserved*

1.31 Electromagnetic Compatibility Directive: *Reserved*

1.32 Government Property and Services: *Reserved*

1.33 <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 the authority to enter into, administer, and/or terminate contracts and make related determinations and findings on behalf of the Government. Note: The only individual who can legally bind the Government.

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

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

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

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

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

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

Government-furnished Property – As reflected in FAR 52.245-1, Government-furnished Property "means property in the possession of, or directly acquired by, the Government and subsequently furnished to the Contractor for performance of a contract. Government-furnished

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

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

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

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

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

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

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

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

Statement – means the specific results-based activities required to satisfy HLOs. A statement contains a result, the context of the statement, and the required action(s). Statements focus on "what" is to be accomplished; however they are not prescriptive in describing "how" the

outcome is to be achieved. Each HLO may have several statements to flesh out the areas necessary to meet the objective. Statements are similar to Level 3 in a Work Breakdown Structure.

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

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

Work Week - Monday through Friday, unless otherwise specified.

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

ACOR	Alternate Contracting Officer's Representative
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
USAG	United States Army Garrison
USAREUR	United States Army Europe
UOM	Unit of Measure

PART 3
GOVERNMENT PROPERTY (GP) AND SERVICES

3. <u>Government Property and Services</u> *Reserved*

PART 4
CONTRACTOR FURNISHED ITEMS AND SERVICES

4. Contractor Furnished Property and Services

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

4.2 Secret Facility Clearance: *Reserved*

4.3 Materials: The Contractor shall furnish all materials required to perform the tasks in Part 5, including specialized grease, water-repellant coatings, and masonry repair materials.

4.4 Vehicles and Equipment: The Contractor shall furnish all tools, lifting equipment, and simulated test weights/dummies (550 lbs / 250kg each) required to safely conduct the final load testing and trolley operation.

4.5 Background Checks): *Reserved*

PART 5
SPECIFIC TASKS

5.1 <u>Basic Services:</u> The Contractor shall provide maintenance and safety certification on the Jump Tower located at Caserma Ederle, Vicenza, Italy, on a semi-annual schedule in accordance with (IAW) Italian Legislative Decree No. 81 of April 9, 2008 (Decreto Legislativo 81/2008 - Testo Unico sulla Salute e Sicurezza sul Lavoro), as amended.

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

5.2.1 Semi-annual Jump Tower Maintenance Services and Certification.

5.2.1.1 Cleaning and greasing of all trolleys and cables:

(a) STD: IAW Italian Legislative Decree No. 81 of April 9, 2008 (Decreto Legislativo 81/2008), Art. 64 as amended.

AQL: 100% Compliant

5.2.1.2 Cleaning and greasing of all wind-bracing cables

(a) STD: IAW Italian Legislative Decree No. 81 of April 9, 2008 (Decreto Legislativo 81/2008), Art. 64 as amended.

AQL: 100% Compliant

5.2.1.3 Stretching of all eight (8) cables based on temperature releases

(a) STD: IAW Italian Legislative Decree No. 81 of April 9, 2008 (Decreto Legislativo 81/2008), Art. 64 as amended.

AQL: 100% Compliant

5.2.1.4 Visual inspection of trolleys

(a) STD: IAW Italian Legislative Decree No. 81 of April 9, 2008 (Decreto Legislativo 81/2008), Art. 64 as amended.

AQL: 100% Compliant

5.2.1.5 Inspection of rappelling anchor points

(a) STD: IAW Italian Legislative Decree No. 81 of April 9, 2008 (Decreto Legislativo 81/2008), Art. 64 as amended.

AQL: 100% Compliant

5.2.1.6 Cleaning of stairways

(a) STD: IAW Italian Legislative Decree No. 81 of April 9, 2008 (Decreto Legislativo 81/2008), Art. 64 as amended.

AQL: 100% Compliant

5.2.1.7 Cleaning of basements

(a) STD: IAW Italian Legislative Decree No. 81 of April 9, 2008 (Decreto Legislativo 81/2008), Art. 64 as amended.

AQL: 100% Compliant

5.2.1.8 Water repellant coating applied to the wooden portions and surfaces of the tower

(a) STD: IAW Italian Legislative Decree No. 81 of April 9, 2008 (Decreto Legislativo 81/2008), Art. 64 as amended.

AQL: 100% Compliant

5.2.1.9 Plaster work and minor masonry repairs as required

(a) STD: IAW Italian Legislative Decree No. 81 of April 9, 2008 (Decreto Legislativo 81/2008), Art. 64 as amended.

AQL: 100% Compliant

5.2.1.10 The Contractor shall conduct a final load test on each cable using Contractor-provided test weights or dummies simulating a load of 550 lbs (250 kg) per jumper. This includes a simulated mass launch on all eight (8) cables simultaneously using Contractor-provided test weights of 550 lbs (250 kg) each.

(a) STD: IAW Italian Legislative Decree No. 81 of April 9, 2008 (Decreto Legislativo 81/2008), Art.71, as amended.

AQL: 100% Compliant

5.2.1.11 Inspection and repair of ancillary jump tower structural components, turnbuckles, and anchors.

(a) STD: IAW Italian Legislative Decree No. 81 of April 9, 2008 (Decreto Legislativo 81/2008), Art.71, as amended.

AQL: 100% Compliant

5.2.1.12 Release of a new safety certification in accordance with (IAW) Italian Legislative Decree No. 81 of April 9, 2008 (Decreto Legislativo 81/2008), as amended, within five (5) working days after the successful completion of the maintenance session and Government operational validation.

(a) STD: IAW Italian Legislative Decree No. 81 of April 9, 2008 (Decreto Legislativo 81/2008), Art.71, as amended.

AQL: 100% Compliant

5.2.1.13 Inspection and repair of the Jump Tower roof's waterproof membrane to prevent water permeation.

(a) STD: IAW Italian Legislative Decree No. 81 of April 9, 2008 (Decreto Legislativo 81/2008), Art.71, as amended.

AQL: 100% Compliant

5.2.1.14 Government Operational Validation (Concurrent): To maximize efficiency and prevent multiple Contractor mobilizations, the Government operational validation shall occur concurrently with the maintenance visit.

Immediately following the successful completion of the simulated load test (Paragraph 5.2.1.10), the Contractor shall provide a signed, written Interim Safety Certification (prepared on-site) confirming the structural integrity of the tower and its compliance with Italian Legislative Decree 81/2008 for immediate personnel use.

Only upon receipt of this Interim Safety Certification by the COR or designated Government representative will a certified U.S. Army Jumpmaster dispatch live paratroopers of varying weights and equipment loads down the trolleys to verify operational smoothness, appropriate cable tension, and overall usability.

The Contractor shall remain on-site with necessary tools and equipment to observe and immediately correct any operational deficiencies (e.g., sticking trolleys, improper braking, or excessive cable sag) identified by the Jumpmaster. The final, formalized Safety Certification package (Paragraph 5.2.1.12) shall be submitted within five (5) working days.

(a) STD: The Contractor shall perform on-the-spot adjustments during the Jumpmaster validation to resolve any identified mechanical deficiencies preventing smooth, safe training operations.

AQL: 100% Compliant

5.2.2 Magnetoscopic Inspection:

5.2.2.1 The contractor shall conduct a one-time Magnetoscopic Inspection during the base year of the contract.

(a) STD: IAW Italian Legislative Decree No. 81 of April 9, 2008 (Decreto Legislativo 81/2008), Art.71, as amended.

AQL: 100% Compliant

5.3 <u>Facilities Engineering Services</u>: Reserved

5.4 <u>Qualifications</u>:

5.4.1 Prime Contractor Responsibility: The prime Contractor retains full legal and technical responsibility for the quality, safety, and certification of all work. If the prime utilizes subcontractors, the prime is responsible for verifying and providing all subcontractor credentials to the Government to demonstrate full compliance with the standards below.

5.4.2 Load Testing & Certification Personnel:

a. Supervising Engineer: The final load test (PWS 5.2.1.10) must be directed and witnessed on-site by a licensed Italian Professional Engineer (Ingegnere iscritto all'Albo).

b. Final Certification: The final, formal safety certification (PWS 5.2.1.12) must be signed and stamped by a licensed Italian Professional Engineer (Ingegnere iscritto all'Albo).

5.4.3 The technician performing the magnetoscopic inspection (PWS 5.2.2) and signing the inspection report must be certified at Level 2 (Livello 2) in Magnetic Testing (MT) in accordance with EN ISO 9712 or an equivalent standard (e.g., ASNT SNT-TC-1A).

5.4.4 Quality Management: The business entity performing the magnetoscopic inspection (whether prime or subcontractor) must provide proof of an active UNI EN ISO 9001 quality management certification.

5.5 <u>Service Contract Reporting</u> (SCR): Reserved

PART 6
APPLICABLE PUBLICATIONS

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

6.1.1 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 Contractor Identification (AE Reg 27-715)
6.1.7 U.S. Army Corps of Engineers Safety and Health Requirements Manual (EM 385-1-1)
6.1.8 Information Assurance Workforce Improvement Program (DoD 8570-M)
6.1.9 Information Assurance Training Certification and Workforce Management Directive (DoDD 8570.01)
6.1.10 Information Assurance (AR 25-2)
6.1.11 Electromagnetic Compatibility Directive (2004/108/EC)
6.1.12 Policies and Procedures for Property Accountability (AR 735-5)
6.1.13 IAW Italian Legislative Decree No. 81 of April 9, 2008 (Decreto Legislativo 81/2008), as amended.

PART 7
ATTACHMENT AND TECHNICAL EXHIBIT LISTING

7. <u>Attachment and Technical Exhibit List</u>

7.1 <u>Technical Exhibit A</u> – Performance Requirements Summary

7.2 <u>Technical Exhibit B</u> – Deliverables Schedule

TECHNICAL EXHIBIT A
Performance Requirements Summary (PRS)

PERFORMANCE OBJECTIVE	STANDARD	PERFORMANCE THRESHOLD ACCEPTABLE QUALITY LEVELS (AQLs)	METHOD OF SURVEILLANCE
PRS # 1 PWS 5.2.1 Semi-annual (Every Six Months) Jump Tower Maintenance Services and Certification	IAW Italian Legislative Decree No. 81 of April 9, 2008 (Decreto Legislativo 81/2008), Art.64, as amended.	*100% Compliant. Zero deviation from safety standards. Contractor must provide a signed Interim Safety Certification prior to live validation, and a final valid safety certification within 5 working days.*	*100% Inspection. The COR will physically inspect and collect the Interim Safety Certification on-site prior to allowing the Jumpmaster validation. The COR will subsequently inspect the final safety certification document.*
PRS # 2 PWS 5.2.2 Magnetoscopic Inspection	IAW Italian Legislative Decree No. 81 of April 9, 2008 (Decreto Legislativo 81/2008), Art.71, as amended.	*100% Compliant. Zero deviation from safety standards. Contractor must provide a complete inspection report.*	*100% Inspection. The COR will physically inspect the one-time Magnetoscopic Inspection report to ensure completeness and compliance.*

TECHNICAL EXHIBIT B

DELIVERABLES SCHEDULE

Deliverable	Frequency	# of Copies	Medium/Format	Submit To
001 Quality Control Plan (QCP) including the Interim Safety Certification Template (IAW PWS 1.5.1 and 5.2.1.14)	Once within 10 working days prior to contract start	1	Electronic delivery via email in PDF format	To the Contracting Officer through the Contracting Officer's Representative (COR)
002 Quality Issues Report (IAW PWS 1.5.1.2)	Within two (2) days of identifying an issue	1	Electronic delivery via email in PDF format	To the Contracting Officer through the Contracting Officer's Representative (COR)
003 Technical Progress Report (IAW PWS 1.5.1.4)	Semi-annually within 10 working days of work completion	1	Electronic delivery via email in PDF format	To the Contracting Officer through the Contracting Officer's Representative (COR)
004 Company Contact Information (IAW PWS 1.5.1.5)	Once within 10 calendar days after contract award	1	Electronic delivery via email in PDF format	To the Contracting Officer through the Contracting Officer's Representative (COR)

Deliverable	Frequency	# of Copies	Medium/Format	Submit To
005 Installation Pass Collection (IAW PWS 1.13.2)	Within three (3) days of employment expiration/termination	1	Electronic delivery via email in PDF format	To the Contracting Officer through the Contracting Officer's Representative (COR)
006 Periodic Progress Meeting Minutes (IAW PWS 1.16.1)	Within ten (10) days after the day of any meeting	1	Electronic delivery via email in PDF format	To the Contracting Officer through the Contracting Officer's Representative (COR)
007 Contractor Identification Badge List (IAW PWS 1.19.2)	Prior to contract performance date, updated as needed	1	Electronic delivery via email in PDF format	To the Contracting Officer through the Contracting Officer's Representative (COR)
008 OCI Mitigation Plan (IAW PWS 1.25)	Immediately upon identifying a potential OCI	1	Electronic delivery via email in PDF format	To the Contracting Officer through the Contracting Officer's Representative (COR)

Deliverable	Frequency	# of Copies	Medium/Format	Submit To
009 Accident Prevention Plan (IAW PWS 1.27.1(a)	Once within 20 calendar days after contract award	1	Electronic delivery via email in PDF format	To the Contracting Officer through the Contracting Officer's Representative (COR)
010 Safety Notifications (IAW PWS 1.27.3)	Once within 30 days after contract award	1	Electronic delivery via email in PDF format	To the Contracting Officer through the Contracting Officer's Representative (COR)
011 Operational Safety Plan (POS) (IAW PWS 1.27.4)	Once within 10 days after Notice of Award	1	Electronic delivery via email in PDF format	To the Contracting Officer through the Contracting Officer's Representative (COR)
012 Anti-Terrorism (AT) Level I Training (IAW PWS 1.29.1)	Once within 30 days after contract award	1	Electronic delivery via email in PDF format	To the Contracting Officer through the Contracting Officer's Representative (COR)
013 OPSEC Training (IAW PWS 1.29.2	Once within 30 days after contract award	1	Electronic delivery via email in PDF format	To the Contracting Officer through the Contracting Officer's Representative (COR)

Deliverable	Frequency	# of Copies	Medium/Format	Submit To
014 iWATCH Training (IAW PWS 1.29.3)	Once within 30 days after contract award	1	Electronic delivery via email in PDF format	To the Contracting Officer through the Contracting Officer's Representative (COR)
015 CIAR Training (IAW PWS 1.29.7)	Once within 30 days after contract award	1	Electronic delivery via email in PDF format	To the Contracting Officer through the Contracting Officer's Representative (COR)
016 Interim Safety Certification (IAW PWS 5.2.1.14	Semi-Annually, immediately following load test and prior to live validation	1	Hard copy on Letterhead	To the COR on-site