PERFORMANCE WORK STATEMENT (PWS) FOR Kansas National Guard Modula Vertical Lift System Repair and Reprogramming Services

1.0 General:

1.1 Scope: The contractor shall provide all personnel, equipment, tools, materials, supervision, and quality control necessary, except as specified in Paragraph 3.0 as Government Furnished, to perform electronic control system repair and reprogramming services for the Modula Vertical Lift System, as defined in this PWS.

1.1.1 Objectives. Reserved

1.2 Background: The Kansas Army National Guard requires maintenance and repair of a 2008 Modula vertical lift system that houses critical parts bins. The system's electronic controls are in need of repair and reprogramming to ensure operational readiness. The Government's intent is to restore the equipment to full functionality in accordance with manufacturer's specifications and limit disruptions to logistics and maintenance operations. This requirement is for the diagnosis and repair services necessary to ensure full operational capability.

1.3 Period of Performance (PoP): The Period of Performance shall be for one 12-month period.

1.4 General Information:

1.4.1 Place and Performance of Services: The contractor shall provide services during facility weekday operating hours, Tuesday – Friday from 7am to 5pm, except on recognized US holidays. The work will take place at Army Aviation Support Facility #1 (AASF #1), 7116 SE Forbes Ave, Topeka, KS 66619 and Army Aviation Support Facility #2 (AASF #2), 2916 Arnold Avenue, Salina, KS 67401.

1.4.1.1 Telework: The Government does not permit the contractor to telework in support of this requirement.

1.4.1.2 Reserved.

1.4.1.3 Reserved.

1.4.2 Recognized Holidays: The following are recognized United States (US) holidays. The contractor shall not perform services on these days:
1.4.2.1 New Year's Day: January 1st
1.4.2.2 Martin Luther King, Jr.'s Birthday
1.4.2.3 President's Day
1.4.2.4 Memorial Day
1.4.2.5 Juneteenth National Independence Day: June 19th

1.4.2.6 Independence Day: July 4th
1.4.2.7 Labor Day
1.4.2.8 Columbus Day
1.4.2.9 Veteran's Day: November 11th
1.4.2.10 Thanksgiving Day
1.4.2.11 Christmas Day: December 25th

1.4.3 Quality Control (QC): The contractor shall develop and maintain an effective QC Plan (QCP) to ensure services are performed in accordance with this PWS. The contractor shall develop and implement procedures to identify, prevent, and ensure non-recurrence of defective services. The contractor's QCP is how it assures itself that its work complies with the requirements of the contract. At a minimum, the contractor shall develop QC procedures that address the areas identified in Technical Exhibit 1, Performance Requirements Summary (PRS).

1.4.4 Quality Assurance (QA): 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 will 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 acceptable quality level(s) or defect rate(s).

1.4.5 Installation Access and Security Requirements. The contractor shall ensure compliance with all regulations and orders of the installation which may affect performance. The Government reserves the right to direct the removal of an employee for misconduct, security reasons, or any overt evidence of communicable disease. Removal of contractor employees for reasons stated above does not relieve the Contractor from responsibility for total performance of this contract. All contractor employees shall carry proper identification with them at all times and shall be subject to such checks as may be deemed necessary. The contractor will be required to be accompanied at all times upon entering both flight facilities. Both AASF #1 and AASF #2 must be entered through access control gates and therefore must exit in the same manner.

1.4.5.1 Reserved

1.4.5.2 Reserved

1.4.5.3 Reserved

1.4.5.4 Reserved

1.4.5.5 Communications Security/Information Technology (COMSEC/IT) Security. All communications with DoD organizations are subject to COMSEC review. All telephone communications networks are continually subject to intercept by unfriendly intelligence

organizations. DoD has authorized the military departments to conduct COMSEC monitoring and recording of telephone calls originating from, or terminating at, DoD organizations. Therefore, the contractor is advised that any time contractor personnel place or receive a call they are subject to COMSEC procedures. The contractor shall ensure wide and frequent dissemination of the above information to all employees dealing with DoD information. The contractor shall abide by all Government regulations concerning the authorized use of the Government's communication network.

1.4.5.6 Reserved.

1.4.5.7 Reserved.

1.4.5.8 Reserved.

1.4.5.9 Reserved.

1.4.5.10 Reserved.

1.4.5.11 Reserved

1.4.5.12 Reserved.

1.4.5.13 Reserved.

1.4.5.14 Reserved.

1.4.6 Physical Security. The contractor shall safeguard all Government property provided for contractor use. At the close of each work period, Government facilities, equipment and materials shall be secured.

1.4.6.1 Key Control. N/A

1.4.6.1.1 N/A

1.4.6.2 N/A

1.4.6.1.3 Reserved.

1.4.6.2 Reserved.

1.4.7 Reserved.

1.4.8 Post Award Conference/Periodic Progress Meetings: The contractor agrees to attend any post award conference convened by the KO in accordance with FAR 42.5. The COR will check in with the contractor on a daily basis to assess progress and keep apprised of any issues that may arise. The KO, COR and other Government personnel,

as appropriate, may meet periodically with the contractor to review the contactor's performance. At these meetings, the KO will appraise the contractor of how the Government views the contractor's performance and the contractor apprise the Government of problems, if any, being experienced. The contractor shall resolve the outstanding issues raised by the Government. Contractor attendance at these meetings shall be at no additional cost to the Government.

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

1.4.10 Reserved.

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

1.4.12 Reserved.

1.4.13 Reserved.

1.4.14 Organizational Conflicts of Interest (OCI): The contractor and subcontractor personnel performing services under this contract may receive, have access to or participate in the development of proprietary or source selection information (e.g., cost or pricing information, budget information or analyses, specifications or work statements, etc.) or perform evaluation services which may create a current or subsequent OCIs, as defined in FAR Subpart 9.5. The contractor shall notify the KO immediately whenever it becomes aware that such access or participation may result in any actual or potential OCI and shall promptly submit a plan to the KO to avoid or mitigate any such OCI. The contractor's mitigation plan will be determined to be acceptable solely at the discretion of the KO. In the event the KO unilaterally determines

that any such OCI cannot be satisfactorily avoided or mitigated, the KO may impose other remedies as he or she deems necessary, including prohibiting the contractor from participation in subsequent contracted requirements which may be affected by the OCI.

1.4.15 Reserved

2.0 Definitions and Acronyms:

2.1 Definitions:

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

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

2.1.3 Deliverable: Anything that can be physically delivered and includes non-manufactured things such as meeting minutes or reports.

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

2.1.5 **Contracting Officer (KO).** A person with authority to enter into, administer, and or terminate contracts, and make related determinations and findings on behalf of the government. Note: The only individual who can legally bind the government.

2.1.6 **Contracting Officer's Representative (COR).** An employee of the U.S. Government designated by the KO to monitor contractor performance. Such appointment shall be in writing and shall state the scope of authority and limitations. This individual has authority to provide technical direction to the Contractor as long as the direction is within the scope of the contract, does not constitute a change, and has no funding implications. This individual does NOT have authority to change the terms and conditions of the contract.

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

2.1.8 Quality Assurance: The Government procedures to verify that services being performed by the Contractor are performed according to acceptable standards.

2.1.9 Quality Assurance Surveillance Plan (QASP): An organized written document specifying the surveillance methodology to be used for surveillance of contractor performance.

2.1.10 Quality Control: All necessary measures taken by the Contractor to ensure that the quality of a product or service shall meet contract requirements.

2.1.11 Subcontractor: One that enters a contract with a prime contractor. The Government does not have a contract with the subcontractor.

2.2 Acronyms:

AEI	Army Enterprise Infostructure
AR	Army Regulation
AT/OPSEC	Antiterrorism/Operational Security
BI	Background Investigation
CM	Contract Manager
COR	Contracting Officer Representative
DA	Department of the Army
DD254	Department of Defense Contract Security Classification Specification
DFARS	Defense Federal Acquisition Regulation Supplement
DoD	Department of Defense
DSCA	Defense Counterintelligence and Security Agency
FAR	Federal Acquisition Regulation
GFP/M/E/S	Government Furnished Property/Material/Equipment/Services
HQDA	Headquarters, Department of the Army
HSPD	Homeland Security Presidential Directive
IA	Information Assurance
IS	Information System(s)
KO	Contracting Officer
NGB	National Guard Bureau
OCI	Organizational Conflict of Interest
PII	Personally Identifiable Information
PIPO	Phase In/Phase Out
POC	Point of Contact
PRS	Performance Requirements Summary
PWS	Performance Work Statement
QA	Quality Assurance
QASP	Quality Assurance Surveillance Plan
QC	Quality Control
QCP	Quality Control Program
SCR	Service Contract Reporting
SSN	Social Security Number
TE	Technical Exhibit
USD(I)	Under Secretary of Defense for Intelligence
USPFO	United States Property and Fiscal Office

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

The Government will provide the property, material, equipment, and/or services listed below solely for the purpose of performance under this contract:
3.1 Property: None
3.2 Materials: None
3.3 Equipment: None
3.4 Services: None
3.5 Utilities: common electrical outlet near serviced equipment.

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

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

5.0 Requirements: The contractor shall:

5.1 Electronic Control System Repair and Reprogramming:

5.1.1. The contractor shall diagnose and restore full operational functionality to the electronic control system of the Modula Vertical Lift System listed in Technical Exhibit 2. This includes, but is not limited to, the diagnosis, repair, or replacement of external and internal control panels, processors, sensors, wiring, and any other associated electronic and mechanical (ie. Motors, belt / gear drives, etc.) components required to restore normal operation. The Modula Vertical Lift System at AASF #1 is 11.5’ wide, 10.5’ deep and 33.9’ tall and is an automated parts storage system consisting of 60 trays. The Modula Vertical Lift System at AASF # 2 is 12’ wide, 8’ deep and 17.5’ tall and is an automated parts storage system consisting of 42 trays. Both systems provide tray recall and movement through an automated interface that allows the operator to select specific trays that are conveyed to a lighted parts access bay.

5.1.2. The contractor shall perform complete system reprogramming and calibration upon completion of repairs to ensure the system operates in accordance with manufacturer specifications and is fully integrated with any existing facility networks or control systems.

5.2 System Verification: The contractor shall conduct a full-cycle operational test upon completion of all repairs and reprogramming. This test must be witnessed by a Government representative and demonstrate that all system functions are performing to manufacturer standards and that all safety features are fully operational.

6.0 Applicable Publications: Publications applicable to this PWS are listed below:

Publication (Chapter/Page)	Date of Publication	Mandatory or Advisory	Website
Federal Acquisition Regulation		Advisory	https://www.acquisition.gov/?q=browsefar
Defense Federal Acquisition Regulation Supplement		Advisory	http://www.acq.osd.mil/dpap/dars/dfarspgi/current/index.html or https://www.acquisition.gov/dfars
Joint Travel Regulation (JTR)		Advisory	https://www.defensetravel.dod.mil/site/travelreg.cfm
DoDM 1000.13-M-V1 DoD Identification (ID) Cards (Enclosure 2, paragraph 3.b)	01/23/2014 (Change 1: 07/28/2020)	Advisory	http://www.esd.whs.mil/Directives/issuances/dodm
Federal Information Processing Standards (FIPS) Publication 201-2 Personal Identity Verification (PIV) of Federal Employees and Contractors (paragraph 9)	August 2013	Advisory	http://nvlpubs.nist.gov/nistpubs/FIPS/NIST.FIPS.201-2.pdf
DoDM 5200.2 Procedures for the DoD Personnel Security Program (PSP)	04/03/2017	Advisory	https://www.esd.whs.mil/Directives/issuances/dodm/
DoDI 5200.46 DoD Investigative and Adjudicative Guidance for Issuing the Common Access Card (CAC)	09/09/14 (Change 1: 05/04/2018)	Advisory	https://www.esd.whs.mil/Directives/issuances/dodi/
Homeland Security Presidential Directive (HSPD)-12 Policy for a Common Identification Standard for Federal Employees and Contractors	08/27/2004	Advisory	https://www.dhs.gov/homeland-security-presidential-directive-12
DoDI 5400.11 Department of Defense Privacy and Civil Liberties Programs	01/29/2019	Advisory	https://www.esd.whs.mil/Directives/issuances/dodi/
DoD 5400.11-R Department of Defense Privacy Program	05/14/2007	Advisory	https://www.esd.whs.mil/Directives/issuances/dodm/
DoDD 8140.01 Cyberspace Workforce Management	10/05/2020	Advisory	https://www.esd.whs.mil/Directives/issuances/dodd/
DoD 8570.01-M Information Assurance Workforce Improvement Program	12/19/2005 (Change 4: 11/10/2015)	Advisory	https://www.esd.whs.mil/Directives/issuances/dodm/
DoD 5220.22-M National Industrial Security Program Operating Manual (NISPOM)	02/28/2006 (Change 2: 05/18/2016)	Advisory	https://www.esd.whs.mil/Directives/issuances/dodm/
Army Directive 2014-05 Policy and Implementation Procedures for Common Access Card Credentialing and Installation Access for Uncleared Contractors	03/07/2014	Advisory	https://armypubs.army.mil/ProductMaps/PubForm/ArmyDir.aspx
AR 25-2 Information Assurance	04/04/2019	Advisory	http://armypubs.army.mil/ProductMaps/PubForm/AR.aspx
AR 530-1 Operations Security	09/26/2014	Advisory	http://armypubs.army.mil/ProductMaps/PubForm/AR.aspx
AR 525-13 Antiterrorism	12/09/2019	Advisory	http://armypubs.army.mil/ProductMaps/PubForm/AR.aspx
AR 381-12 Threat Awareness and Reporting Program (TARP) (Section II, ¶ 2-4.b)	06/01/2016	Advisory	http://armypubs.army.mil/ProductMaps/PubForm/AR.aspx

6.1 Applicable Forms: Forms applicable to the PWS are listed below:

Form	Date	Website
DD 1172-2 Application for Identification Card/DEERS Enrollment	Mar 2017	http://www.dtic.mil/whs/directives/forms/index.htm
I-9 Employment Eligibility Verification	10/21/2019	https://www.uscis.gov/sites/default/files/files/form/i-9.pdf
DD 441 Department of Defense Security Agreement	Feb 2020	http://www.dtic.mil/whs/directives/forms/dd/ddforms0001-0499.htm
DD 250 Material Inspection and Receiving Report	Aug 2000	https://www.esd.whs.mil/Directives/forms/dd0001_0499/

TECHNICAL EXHIBIT 1

Performance Requirements Summary (PRS)

This PRS includes performance objectives the Government will use to determine contractor performance and will compare contractor performance to the Acceptable Quality Level (AQL).

Performance Objective	Performance Standard	Acceptable Quality Levels (AQL)	Surveillance Method / By Whom
5.1.1 Electronic Control System Repair	The contractor shall provide repair services and parts that restore the system to full operational status in accordance with manufacturer design and industry standards.	90 days free from any defect from parts or labor.	Inspection and operational test before acceptance by KSARNG appointed representative.
5.1.2 System Reprogramming and Calibration	The contractor shall reprogram and calibrate the system to ensure it operates correctly according to manufacturer specifications and integrates with required systems.	System operates without error for 30 consecutive days post-calibration.	100% Inspection and operational test by KSARNG appointed representative.
5.2 System Verification	The contractor shall successfully demonstrate all system functions and safety features during a witnessed full-cycle operational test.	Successful completion of 100% of tested functions during the first witnessed operational test.	Witnessed operational test by KSARNG appointed representative.

TECHNICAL EXHIBIT 2

Equipment Listing

Equipment Type	Manufacturer	Model Year	Serial Number / Identifier
Vertical Lift System	Modula	2012	*AASF #1 – SN # MX1220026* *Part #MX50-9300*
Vertical Lift System	Modula	2011	*AASF #2 – SN # MX1000047* *Part # MX50-5300*