1.0 General:

The contractor is to furnish the 164 Airlift Wing located 4593 Swinnea Rd, Bldg. 2860, Memphis, TN 38118, parts, supplies, and services to support the 6-year maintenance of base fire extinguishers. Types of Fire extinguishers include various sizes of ABC, various sizes of Clean Guard, PKP, Class D and K extinguishers. *Quantities can be found in* ***Attachment 1***.

1.1 Scope: Work is not to exceed 410 fire extinguishers of varying type. Attachment #1 list the quantities by type of the extinguishers that require maintenance. Extinguishers must have a UL Rating, be rechargeable and meet or exceed the specifications of the existing extinguishers in the respective space and hazard. Mounting must match the existing fire extinguisher mounts or be changed to support the new fire extinguishers solution.

1.2 Background: 164th AW Facilities are equipped with portable fire extinguishers for use in emergency situations. Portable fire extinguishers must be inspected and maintained in accordance with regulatory standards including 29 CFR 1910.157 and the National Fire Protection Association's Standard for Portable Fire Extinguishers (NFPA 10). Building Managers perform monthly inspections in accordance with the regulatory standards but are not qualified to perform the required maintenance services outlined in this PWS.

1.3 The Period of Performance for this contract shall be 60 days.

1.4 General Information:

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

1.4.2 Quality Assurance (QA): RESERVED

1.4.3 Recognized Holidays: The following are recognized United States (US) holidays. The contractor ***shall not*** perform services on these days:

1.4.3.1 New Year's Day: January 1st
1.4.3.2 Martin Luther King, Jr.'s Birthday
1.4.3.3 President's Day
1.4.3.4 Memorial Day
1.4.3.5 Independence Day: July 4th

1.4.3.6 Labor Day
1.4.3.7 Columbus Day
1.4.3.8 Veteran's Day: November 11th
1.4.3.9 Thanksgiving Day
1.4.3.10 Christmas Day: December 25th

1.4.4 Place and Performance of Delivery: The contractor shall provide deliveries between the hours of 7:00 a.m. – 4:15 p.m. on Monday through Friday, except on recognized US holidays or when the Government facility/installation is closed due to local or national emergencies, administrative closings, or similar Government-directed facility/installation closings. The contractor shall at all times maintain an adequate work force for the uninterrupted performance of all deliveries defined within this PWS when the Government facility/installation is not closed for the above reasons.

1.4.4 RESERVED

1.4.4.1 RESERVED

1.4.4.2 Unscheduled gate closures by the Security Police may occur at any time causing all personnel entering or exiting a closed installation to experience a delay. This cannot be predicted or prevented. Contractors are not compensated for unexpected closures or delays. Vehicles operated by contractor personnel are subject to search pursuant to applicable regulations. Any moving violation of any applicable motor vehicle regulation may result in the termination of the contractor employee's installation driving privileges.

1.4.4.3 The contractor's employees shall become familiar with and obey the regulations of the installation; including fire, traffic, safety and security regulations while on the installation. Contractor employees should only enter restricted areas when required to do so and only upon prior approval. 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 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.

1.4.5 Security Requirements. The contractor shall comply with all applicable installation/facility access and local security policies and procedures, which may be obtained from the COR. The contractor and all associated subcontractor employees shall provide all information required for background checks to meet installation access requirements to be accomplished by installation Provost Marshal Office, Director of Emergency Services or Security Office. The contractor shall ensure compliance with all personal identity verification requirements as directed by Department of Defense (DoD), Headquarters Department of Army (HQDA) and/or local policy. Should the Force

Protection Condition (FPCON) change, the Government may require changes in contractor security matters or processes.

1.4.5.1 RESERVED

1.4.5.1.1 RESERVED

1.4.5.1.2 RESERVED

1.4.5.1.3 RESERVED

1.4.5.1.4 RESERVED

1.4.5.1.5 RESERVED

1.4.5.1.6 RESERVED

1.4.5.2 For Contractors that do not require CAC, but require access to a DoD Facility and/or Installation. Contractor and all associated sub-contractors employees shall comply with adjudication standards and procedures using the National Crime Information Center Interstate Identification Index (NCIC-III) and Terrorist Screening Database (TSDB) (DODIO 2000.16V1_DAFI 31-145, DAFI 31-101 and DODM 5200.08v3_DAFMAN 31-101v3), applicable installation, facility and area commander installation/facility access and local security policies and procedures (provided by government representative), or, at OCONUS locations, in accordance with status of forces agreements and other theater regulations.

1.4.5.3 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 computer network, including the restriction against using the network to recruit Government personnel or advertise job openings.

1.4.5.4 AT Level I Training.

1.4.5.4.1 Antiterrorism Awareness Level I Training (AT Level I). This standard language is for contractor employees with an area of performance within a US Government controlled installation, facility or area. All contractor employees, to include subcontractor employees, requiring access to US Government installations, facilities and controlled

access areas shall complete AT Level I training within 30 calendar days after contract start date or effective date of incorporation of this requirement into the contract, whichever is applicable. AT Level I may be accomplished by a Level I qualified instructor; completing the Force Protection computerbased training (CBT) course on Joint Knowledge Online (JKO) at https://jkodirect.jten.mil/Atlas2/page/login/Login.jsf . For those without a CAC, select "Non-CAC" user on the JKO site. Tracking for each contractor or subcontractor employee is the responsibility of the COR or unit AT Representative.

1.4.5.4.2 RESERVED

1.4.5.4.3 RESERVED

1.4.5.4.4 RESERVED

1.4.5.4.5 RESERVED

1.4.5.5 RESERVED

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

1.4.6 Physical Security. The contractor shall safeguard all Government property provided for contractor use.

1.4.6.1 RESERVED

1.4.6.1.1 RESERVED

1.4.6.1.2 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 Subpart 42.5. 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 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. The contractor shall resolve 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 daily operation of this contract. The CM shall work through the COR, to resolve issues, receive technical instructions, and ensure adequate performance of contract. The CM shall ensure that contractor employees do not perform outside the scope of the contract without an official modification issued by the KO. The CM shall ensure contractor understand that supplies provided 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 RESERVED.

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 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.

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

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

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

2.1.6 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 the 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 persons that are listed in the proposal.

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 an end product or service shall meet contract requirements.

2.1.11 Subcontractor: One that enters into a contract with a prime contractor. The Government does not have privity of 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 |
| CMRA | Contractor Manpower Reporting Application |
| 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 |
| 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 |
| SSN | Social Security Number |
| TE | Technical Exhibit |
| USD(I) | Under Secretary of Defense for Intelligence |

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

3.1 Property: NONE

3.2 Materials: NONE

3.3 Equipment: NONE

3.4 Services: NONE

3.5 RESERVED

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 deliveries as indicated in Paragraph 1.1.

4.2 RESERVED

5.0 **Performance Requirements**: The contractor shall: be in a position to furnish as called for by the contracting officer or the authorized representatives**.** The contractor will supply an invoice at the end of the service. Work to include but is not limited to:

5.1 Inspect and Perform 6-year Maintenance on facility portable fire extinguishers. Fire Extinguishers include 5, 10, 20 lb. ABC, BC, Purple K, Class K and Class D extinguishers.

5.1.1 The Contractor shall coordinate with the Fire Department for a list of buildings and a list of points of contact. The contractor shall be notified by the Fire Department before commencing any inspection/ maintenance. At this time the contractor shall review with the Fire Department the schedule of inspections for all portable fire extinguishers at the facilities. The contractor shall be escorted into controlled areas, if necessary, by facility/building managers.

5.1.2 **.** Inspect and perform 6-year maintenance, tag each extinguisher showing at a minimum: name of company and technician inspecting, date of inspection, and any repairs that were required. If there are any questions, contact the Fire Department at 901-291-7145

5.1.3 Deliver and Install Fire Extinguishers under the direction of the 164th Installation Fire Chief

5.1.4 The dry chemical may be reused provided a closed system is used for emptying the agent is stored in a sealed container to prevent contamination. The extinguisher shall be recharged to the full capacity.

5.1.5 The contractor shall perform overhaul maintenance, repair, and recharging IAW the manufacturer's recommendations and NFPA 10 for each type of extinguisher listed. Each 6-year maintenance shall be recorded on a record sticker, tag or plate, which shall be affixed on the exterior of the extinguisher shell. The 6-year maintenance of each extinguisher, shall include the replacement of parts as required IAW the manufacturer's recommendations and NFPA 10, but is not limited to, service collars, o-rings, valve stems and inspection tags.

5.1.6 The contractor shall ensure that the purchase, use, handling, storage, and disposal of all toxic, hazardous and special materials and wastes are in accordance with federal, state and local environmental protection regulations

5.2. Warranty: The Contractor warrants that parts provided under this contract meet the best practices and industry standards. Warranty Delivery Orders require the same response times previously described in this contract.

5.2.3 Documentation: Contractor will provide accurate, complete documentation for this contract. In the event of errors, the contractor will provide corrections timely.

5.3 RESERVED

5.3.1 RESERVED

5.3.2 RESERVED

5.5 RESERVED

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 | | Mandatory | https://www.acquisition.gov/?q=browsefar or http://farsite.hill.af.mil/ |
| Defense Federal Acquisition Regulation Supplement | | Mandatory | http://www.acq.osd.mil/dpap/dars/dfarspgi/current/index.html or http://farsite.hill.af.mil/ |
| DoDM 1000.13-M-V1 DoD Identification (ID) Cards (Enclosure 2, paragraph 3.b) | 01/23/2014 | Mandatory | http://www.esd.whs.mil/Directives/issuances/dodm/ |
| DoDM 5200.2 Regulation 5200.02 Procedures for the DoD Personnel Security Program (PSP) | 04/03/2017 | Mandatory | http://www.dtic.mil/whs/directives/corres/pub1.html |
| AR 190-13 The Army Physical Security Program | 02/25/2011 | Mandatory | http://www.apd.army.mil/ProductMaps/PubForm/AR.aspx |
| DoDD 5400.11 Department of Defense Privacy Program | 10/29/2014 | Mandatory | http://www.dtic.mil/whs/directives/corres/dir.html# |
| DoD 5400.11-R Department of Defense Privacy Program | 05/14/2007 | Mandatory | http://www.dtic.mil/whs/directives/corres/pub1.html |
| AR 381-12 Threat Awareness and Reporting Program (TARP) (Section II, ¶ 2-4.b) | 06/01/2016 | Mandatory | http://armypubs.army.mil/ProductMaps/PubForm/AR.aspx |

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

| Form | Date | Website |
|---|---|---|
| DD 441<br>Department of Defense Security Agreement | Jan 2017 | http://www.dtic.mil/whs/directives/forms/dd/ddforms0001-0499.htm |
| DD 250<br>Material Inspection and Receiving Report | Aug 2000 | http://dtic.mil/whs/directives/forms/dd/ddforms0001-0499.htm |

# 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** (The Service required- usually a will statement) | **PWS Paragraph** | **Performance Threshold** | **Deliverable Completed** | **Acceptable Quality Level (AQL) COLOR** | **Performance Objective** (The Service required- usually a will statement) | **PWS Paragraph** |
|---|---|---|---|---|---|---|
| Performance Requirement | 5.0 | Contractor will satisfy all contract requirements as specified to 98% or higher. | Monthly or As Needed | Green | Yellow Requires Comment | Red Requires Comment |
| | | | | | | |
| Parts List | 5.1.2 | Contractor will meet parts price times specified to 95% or higher | Monthly or As Needed | Green | Yellow Requires Comment | Red Requires Comment |
| | | | | | | |
| | | | | | | |
| Warranty | 5.2 | Contractor will meet Warranty specifications 99% of the time. | Monthly or As Needed | Green | Yellow Requires Comment | Red Requires Comment |
| | | | | | | |
| Documentation | 5.2.3 | Contractor will provide accurate documentation 99% of the time. | Monthly or As Needed | Green | Yellow Requires Comment | Red Requires Comment |
| | | | | | | |

# TECHNICAL EXHIBIT 2

## Deliverables Schedule

| PWS Reference / Deliverable Title | Frequency | Number of Copies | Medium/Format | Submit To |
|---|---|---|---|---|
| 5.0, 5.2.3 Documentation, Reports and invoicing | Contractor will provide accurate documentation 99% of the time. . | 1 | Electronic Submission | Government Representative |

## Attachment #1

| Qty. | |
|---|---|
| 300 | 10 lb. ABC Extinguishers for Facilities |
| 1 | Class K for the Dining Facility (DFAC) |
| 4 | 30 LB Class D extinguishers |
| 12 | 5 lb. PKP |
| 30 | 2.5 LB Clean Guard for Communication Rooms |
| 4 | 9.5 lb. Clean Guard |
| 20 | 20 lb. ABC |
| 30 | 5 LB ABC |