PERFORMANCE WORK STATEMENT (PWS)

FOR

Breathable Air Compressor System and Installation

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 **inspect full functionality, service, and reinstall existing 4-man Grade D breathable air system in hangar 305 that has not been utilized in over 8 years,** as defined in this PWS.

1.2 Background: **The fuel cell maintenance team performs critical maintenance and inspection procedures inside the confined spaces of C-17 aircraft fuel tanks. These hazardous environments require the continuous use of a Breathable Air System (BAS) to provide life-support and clean respiratory air to technicians. The existing breathing air system has been out of service for eight (8) years and is currently non-functioning. To ensure a safe, reliable, and timely solution, we are actively looking to refurbish the existing system currently in place.**

1.3 Period of Performance (PoP): The Period of Performance shall be **45 Calendar Days**.

1.4 General Information:

1.4.1 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 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). A final QCP shall be submitted to the Contracting Officer Representative (COR) NLT 10 days after contract award. **After acceptance of the QCP, the contractor shall obtain the Contracting Officer's (KO's) acceptance in writing of any proposed changes to its QCP**.

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
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 Place and Performance of Services: The contractor shall provide services between the hours of **0700-1600** 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. Performance shall be at **Building 305**. The contractor shall at all times maintain an adequate work force for the uninterrupted performance of all tasks defined within this PWS when the Government facility/installation is not closed for the above reasons. When hiring personnel, the contractor shall keep in mind that the stability and continuity of the work force are essential. **Teleworking is not authorized.**

1.4.3.1 Telework: The Government may permit telework by contractor employees when determined to be in the best interest of the Government in meeting work requirements. In furtherance of Continuity of Operations Planning (COOP), a telework program may be enacted to ensure that the Government's mission-critical operations stay operational during times of national emergency or incidents of national significance. Telework shall be at no additional cost to the Government.

1.4.3.2 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.

1.4.3.3 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.

1.4.4 Security Requirements. The contractor shall comply with all applicable installation/facility access and local security policies and procedures, which may be obtained from the Contracting Officer's Representative (COR). The contractor shall also 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 DOD, HQDA and/or local

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

1.4.4.1. For contractors that do not require a CAC, but require access to a DoD facility or installation: Contractor and all associated subcontractor employees shall provide all information required for background checks to meet installation access requirements to be accomplished by the installation Provost Marshal Office, Director of Emergency Services, or Security Office. Contractor workforce must comply with all personal identity verification requirements (CFR clause 52.204-9, Personal Identity Verification of Contract Personnel) as directed by DoD, HQDA and/or local policy. In addition to the changes otherwise authorized by the changes clause of this contract, should the Force Protection Condition (FPCON) at any individual facility or installation change, the Government may require changes in contractor security matters or processes.

1.4.4.2 COMSEC/IT Security. All communications with DOD organizations are subject to communications security (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 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 Use of Government Information Systems (IS) and access to Government networks is a revocable privilege, not a right. Users are the foundation of the DoD strategy and their actions affect the most vulnerable portion of the AEI. Contractor employees shall have a favorable background investigation or hold a security clearance and access approvals commensurate with the level of information processed or available on the system. Contractor employees shall:

a. Comply with the command's Acceptable Use Policy (AUP) for Government owned IS and sign an AUP prior to or upon account activation.

b. Complete initial and/or annual Information Assurance (IA) training as defined in the IA Best Business Practices (BBP) training (https://informationassurance.us.army.mil).

c. Mark and safeguard files, output products, and storage media per classification level and disseminate them only to individuals authorized to receive them with a valid need to know.

d. Protect IS and IS peripherals located in their respective areas in accordance with physical security and data protection requirements.

e. Practice safe network and Internet operating principles and take no actions that threaten the integrity of the system or network

1.4.6 Protection of Personally Identifiable Information (PII). The contractor shall protect all Personally Identifiable Information (PII) encountered in the performance of services in accordance with DFARS 224.103 and DoDD 5400.11, Department of Defense Privacy Program, and DoD 5400.11-R. If a PII breach results from the contractor's violation of the aforementioned policies, the contractor shall bear all notification costs, call-center support costs, and credit monitoring service costs for all individuals who's PII has been compromised.

1.4.7 AT Level 1 Awareness Training (AT): All contractor employees requiring access to Army Installations, facilities, and controlled access areas shall complete Level 1 AT within 30 calendar days after contract start date and within 30 calendar days of new employees commencing performance. The contractor shall submit certificates of completion for each affected contractor and subcontractor employee, to the COR, or to the KO if a COR is not assigned, within 15 calendar days after completion of training. Level 1 AT is available at https://atlevel1.dtic.mil/at/.

1.4.8Information Assurance (IA)/Information Technology (IT) Training:

1.4.9 All contractor employees shall complete the DoD IA Awareness Training before issuance of network access and annually thereafter. All contractor employees performing services involving IA/IT functions shall comply with DoD and Army training requirements in DoDD 8570.01, DoD 8570.01-M and AR 25-2 within six months of the start of contract performance. In accordance with DoD 8570.01-M , DFARS 252.239.7001 and AR 25-2, contractor employees performing services supporting IA/IT functions shall be appropriately certified upon contract award. The baseline certification as stipulated in DoD 8570.01-M shall be completed upon contract award.

1.4.10 Information Awareness: All contractor employees with access to a government information system shall be registered in the ATCTS (Army Training Certification Tracking System) (https://atc.us.army.mil/iastar/index.php) prior to commencement of services, and shall successfully complete the DOD Information Assurance awareness training prior to access to the IS and then annually thereafter. (https://ia.signal.army.mil/DoDIAA/).

1.4.11 OPSEC Training. In accordance with AR 530-1, Operations Security, new contractor employees shall complete Level I OPSEC training within 30 calendar days of their reporting for duty and annually thereafter. The contractor shall submit certificates of completion for each affected contractor employee, to the COR, or to the KO if a COR is not assigned, within 15 calendar days after completion of training. Level 1 OPSEC training is available at http://cdsetrain.dtic.mil/opsec/.

1.4.12 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.

1.4.13 Key Control. The contractor shall establish and implement methods of ensuring all keys/key cards issued by the Government are not lost or misplaced and are not used by unauthorized persons. NOTE: All references to keys include key cards. No keys issued by the Government shall be duplicated. The contractor shall include procedures covering key control in the QC Plan. Such procedures shall include turnin of any issued keys by personnel who no longer require access to locked areas. The contractor shall immediately report any occurrences of lost or duplicated keys/key cards to the Contracting Officer's Representative (COR).

1.4.14 In the event keys, other than master keys, are lost or duplicated the contractor shall, upon direction by the KO, re-key or replace the affected lock or locks; however, the Government, at its option, may replace the affected lock or locks or perform rekeying. When the replacement of locks or re-keying is performed by the Government, the total cost of re-keying or the replacement of the lock or locks shall be deducted from the monthly payment due the contractor. In the event a master key is lost or duplicated, all locks and keys for that system shall be replaced by the Government and the total cost deducted from the monthly payment due the contractor.

1.4.15 The contactor shall prohibit the use of the Government issued keys/key cards by any persons other than the contractor's employees. The contractor shall prohibit the opening of locked areas by contractor employees to permit entrance of persons other than contactor employees engaged in the performance of services in those areas, or personnel authorized entrance by the KO.

1.4.16 Lock Combinations: The contractor shall establish and implement methods of ensuring all lock combinations are not revealed to unauthorized persons. The contractor shall ensure that lock combinations are changed when personnel having access to the combinations no longer have a need to know such combinations. These procedures shall be included in the contractor's QC Plan.

1.4.17 Post Award Conference/Periodic Progress Meetings: The contractor agrees to attend any post award conference convened by the KO in accordance with Federal Acquisition Regulations Subpart 42.5. The KO, Contracting Officer's Representative (COR), and other Government personnel, as appropriate, may meet periodically with the contractor to review the contactor's performance. At these meetings, the Contacting Officer will apprise the contractor of how the Government views the contractor's performance and the contractor shall apprise the Government of problems, if any, being experienced The contractor shall resolve outstanding issues raised by the Government. Contractor attendance at these meetings shall be at no additional cost to the Government.

1.4.18 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 are required to identify themselves as such to avoid creating an impression that they are Government employees. The contractor shall ensure that all documents or reports produced by contractor personnel are suitably marked as contractor products or that contractor participation is appropriately disclosed. The contractor's status as a "contractor" shall be predominantly displayed in all correspondence types (to include signature blocks on e- mail) and dealings with Government or non-Government entities/ Contractor personnel shall wear

identification badges distinguishing themselves as such. The badges shall have the company name, employee name and the word “contractor” displayed. The contractor shall retrieve all identification media (including vehicle passes) from their employees who depart employment for any reason. All identification media (i.e., badges and vehicles passes) shall be returned to the KO within 14 days of an employee’s departure.

1.4.19. 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.

1.4.20 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.

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

2.1.10 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
NFPA	National Fire Protection Association
SCBA	Self-Contained Breathing Apparatus

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: The Government will furnish the necessary workspace for the contractor to perform services outlined in this PWS to include desk space, telephones, computers and other items necessary to maintain an office environment.

3.2 Materials: N/A

3.3 Equipment: N/A

3.4 Services: N/A

3.5 Utilities: All utilities in the facility will be available for the contactor's use in the performance of this contract. The contractor shall instruct employees in utilities conservation practices. The contractor shall operate under conditions that preclude the waste of utilities, which include turning off the water faucets or valves after using the required amount.

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 in Paragraph 1.1.

5.0 Requirements: The contract Shall:

5.1 Inspect full functionality, service, and reinstall existing 4-man Grade D breathable air system in hangar 305 that has not been utilized in over 8 years.

5.1.1 Kaesar compressor shall be inspected for functionality, receive a full service, and reinstalled. Contractor shall provide electrical hook up from the compressor to the hangar wall power supply. Fresh air duct needs fabricated from existing ducting on the outside of the hangar then connected to the inlet at the top of the compressor. Duct work must be non-corrosive, non-contaminating, and rigid or semi-rigid. Materials must not release toxic fumes or particles. Fresh air piping shall be installed from the compressor to the compressor holding tank then to the existing hangar breathable airline. Fresh air piping must be non-corrosive, non-contaminating, and materials must not release toxic fumes or particles. Compressor holding tank drain solenoid valve requires electrical power to be hooked up. Existing air intake on exterior of the hangar requires a new inlet air filter installed at top of intake snorkel. Additional electrical hookups may be needed depending on which Carbon Monoxide detectors are used.

5.1.2 Equipment needed for the existing Air Systems International breathable air system include 2 sets of replacement filters, 2 portable Intrinsically safe carbon monoxide detectors or 2 non-intrinsically safe carbon monoxide detectors installed on existing breathable air machine control panel including an audible alarm inside the hangar's mechanical room at the non-intrinsically safe Carbon Monoxide detector on the breathable air system control panel. Ensure audible alarm functions properly if using non-intrinsically safe Carbon monoxide detectors. Calibration kit required to calibrate carbon monoxide detectors periodically. Air check test kit required to check air every 90 days for Grade D breathable air. Electrical equipment used in fuel systems repair facilities/areas shall be either intrinsically-safe (e.g., tested to MIL-STD-810 or equivalent standard) or approved by competent authority for National Electric Code Class I, Division 1 or 2 hazardous areas.

5.2 Final products should be fully operational, and contract shall provide a certified Grade D breathable air test result from the last breathable air hose port on the system. Result must be a PASS for grade D breathable air. System must provide 4-15 CFM for 4 breathable air masks to be used simultaneously. External duct must be serviced to ensure no obstructions have occurred due to lack of use over the course of 8 years.

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

Publication (Chapter/Page)	Date of Publication	Mandatory or Advisory	Website
Federal Acquisition Regulation			https://www.acquisition.gov/?q=browsefar or http://farsite.hill.af.mil/
Defense Federal Acquisition Regulation Supplement			http://www.acq.osd.mil/dpap/dars/dfarspgi/current/index.html or http://farsite.hill.af.mil/