PERFORMANCE WORK STATEMENT (PWS)

Elevator Maintenance Service

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 comprehensive elevator maintenance, inspection, testing, repair, and emergency response services for all Government-owned elevator systems located at Fort Buchanan, Puerto Rico. These services ensure reliable, safe, and code-compliant operation of critical vertical transportation equipment that supports daily movement of personnel, visitors, and mission-essential activities across the installation.

1.2 Background: Fort Buchanan relies on safe, fully operational elevator systems to support daily movement of personnel, visitors, and mission-critical staff across administrative, operational, and public-access facilities. These elevators are essential for accessibility, life-safety compliance, and continuity of government operations.

1.3 Scope: The Contractor shall provide all personnel, supervision, tools, equipment, materials, transportation, and incidentals necessary to perform elevator preventive maintenance, annual inspections, corrective repairs, emergency services, and five-year load testing at designated facilities across Fort Buchanan. All services shall comply with applicable federal, state, local, Army, and industry codes and standards, including ASME A17.1, NFPA, and installation-specific requirements.

1.4 Objectives: The objective of this Performance Work Statement (PWS) is to establish a comprehensive, compliant, and performance-based elevator maintenance and inspection program for Fort Buchanan, PR. This contract ensures the safe, reliability, and continuous operation of all designated elevator systems while meeting the standards outlined in the MICC-provided PWS and QASP

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) and Contracting Officer’s Representative (COR) for review within ten (10) days after date of contract award (Deliverable 1).

The Government will review and either notify the Contractor in writing of acceptance of the plan or return their comments to the Contractor within 10 days If the Government has provided comments, the Contractor shall then have 5 days to submit a final QCP. After receipt of the Final QCP, the Contractor may receive the Contracting Officer’s acceptance in writing. Any proposed changes to the accepted QCP are required to be resubmitted for acceptance by the Contracting Officer no later than 5 days prior to the anticipated change and before implementation by the Contractor. The timeline noted above will apply for review and acceptance of proposed changes. At a minimum, the QCP must include and answer the following to be acceptable:

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

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

(c) How the Contractor will monitor work to ensure performance complies with all specifications and requirements of the contract, including the contract’s 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 1.7 Key Control);

(f) How the Contractor will inventory and track maintenance of all Government Provided Equipment / Materials;

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

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

1.5.1.2 The Contractor shall inform the COR of issues or potential issues that might affect the performance within 1 working day of identifying those issues. Verbal reports shall be followed by written reports within 1 working day.

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

1.5.2.1 <u>Contractual Nonconforming Performance</u>: CARs formerly Nonconformance Reports (NCR)) are used for managing contractual nonconformances on ACC administered contracts. Nonconformance occurs when a contractor fails to meet contract requirements or specifications. The COR will verbally notify the contractor and document in Product Data Reporting and Evaluation Program (PDREP) each time nonconforming service or supplies have been identified and request the contractor to correct the defect to conform with contract requirements. Resolution of nonconformance identified at the subcontractor level shall be addressed with the prime contractor. CARs are issued, processed, and closed IAW ACC Acquisition Instruction (AI) 46-2 and FAR subpart 46.407 (nonconforming supplies or services).

Level I: A Level I CAR describes a deficiency on a product or service and is not a systemic breakdown of a process or system. It includes those nonconformances that are minor in nature and can be promptly corrected by the contractor, present no need for root cause analysis, no determination if other contract requirements are affected, present no need for further preventive action, and do not materially reduce the usability of the supplies, services, construction, or deliverables. While the Government must document the nonconformance and the contractor must correct the nonconformance, further actions and Government follow-up are not required, and no written response from the contractor is needed. Level I CARs are considered closed immediately upon issuance.

Level II: A Level II CAR describes deficiencies in a contractor's processes or systems but are not significant deficiencies. Level II CARs shall require the contractor to correct the nonconformance, perform root cause, and develop and provide a Corrective Action Plan (CAP) acceptable to the government. Some examples of systems affected may be quality inspection/management systems, and CBS identified in DFARS 242.70, or issues such as:

Multiple deficiencies on products or services indicating a systemic issue throughout the process, or,

An escalation of repetitive Level I CARs for the same or similar nonconformance demonstrating the contractor is failing to institute effective corrective action and/or failing to implement effective quality and/or internal control(s).

Level III: A Level III CAR describes deficiencies in a contractor's system that affects a contracts or program's ability to meet cost, schedule, or performance requirements, or are:

A significant deficiency pursuant to DFARS 252.242-7005(b), "Contractor Business Systems" (CBS), or,

A failure to respond to Level II CARs, or to remedy a recurring nonconformance.

The contractor shall be required to provide a CAP that is acceptable to the government.

Level IV: A Level IV CAR documents a critical nonconformance of such serious nature that is issued to the contractor's business segment or corporate management for their attention to both the nonconforming condition and the company's corrective action, or when a Level III CAR has been ineffective. A Level IV CAR will result in a mandatory review of available contractual remedies, such as cost disallowance, reduction or suspension of payments, revocation of government assumption of risk of loss, CBS disapproval, or suspension of all product and service acceptance activities. Contractual remedies will be implemented IAW applicable FAR/DFARS clauses and/or ACC Acquisition Instructions if applicable. Action to suspend product or service acceptance will be accomplished via a Level IV CAR. The contractor shall be required to provide a CAP that is acceptable to the government.

Overarching CAR Process Flow. The following outlines the normal process flow for the corrective action process. Follow the steps provided within PDREP CAR Module User Guide.

NOTE: Steps in subparagraphs (f)-(j) below do not apply to Level I CARs as they are considered closed immediately upon issuance.

a. Identify a contract nonconformance.
b. Create a CAR.
c. Review the CAR.
d. Coordinate and approve the CAR.
e. Issue the CAR to the contractor.
f. Receive and review the contractor's CAP.
g. Accept/reject the contractor's CAP.
h. Oversee contractor corrective action using a risk-based approach.
i. Receive notification from the contractor that corrective action is accomplished.
j. Verify corrective action was accomplished satisfactorily.
k. Close the CAR.

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

1.5.3.1 <u>U.S. Holidays:</u> Work shall not be performed on U.S. 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
Presidents' Day 3rd Monday in February
Juneteenth June 19th
Labor Day 1st Monday in September
M. L. King Memorial Day 3rd Monday in Jan
Memorial Day last Monday in May
Independence Day July 4th
Columbus Day 2nd Monday in October

Veteran's Day November 11th Thanksgiving Day 4th Thursday in November
Christmas Day December 25th

1.5.3.2 Host Nation Holidays: Work shall not be performed on local Host Nation holidays occurring during the normal workweek unless otherwise directed by the Contracting Officer.

Good Friday is the Friday before Easter Sunday

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

1.5.4.1 Government Facility Office Hours: The Government facility office hours are 0700 to 1600, Monday through Friday, except U.S. Holidays identified in paragraph 1.5.3.1 above or if the Government facility is closed due to local or national emergencies, administrative closings, or similar Government directed facility closings.

1.5.4.2 Government Facility Operating Hours: The Government facility operating hours differ between the hours of 0600 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.

1.5.4.3 Contractor Support Hours: The Contractor shall provide support between the hours of 0700 to 1600, Monday through Friday. The Government facility may close due to local or national emergencies, administrative closings, or similar Government directed facility closings. The Contractor shall always 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 is essential.

1.5.4.3.1 Contractor Work Plan: The Contractor shall prepare and maintain a Work Plan. The plan, as a minimum, shall identify regularly scheduled work. The Contractor's proposed Work Plan shall be submitted to the Contracting Officer via the COR for review within *5 days* after date of contract award. The Government will review and either accept or return their comments to the Contractor within *5* days. The Contractor shall then have *5 days* to submit a Final Work Plan. Any proposed change to the accepted Final Work Plan is required to be resubmitted via the COR for review and acceptance by the Contracting Officer at a minimum thirty (30) days prior to implementation. The timeline noted above shall apply for review and acceptance of proposed changes.

1.5.5 Training Holidays: N/A

1.5.6 Place of Performance: The work to be performed under this contract shall be performed at locations listed on Fort Buchanan Map.

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

1.6.1 Security Program: N/A

1.6.2 Personnel Security Clearance Requirements: The Contractor shall return installation passes to the issuing IACS office when the contract is completed or when a Contractor employee no longer requires access.

1.6.3 Installation Pass Log: N/A

1.6.3.2 Individual Termination or Expiration of Employment: The Contractor shall collect the installation access passes the same day employment of an individual has expired or has been terminated and shall return them to the COR within 1 business day.

1.6.3.3 Contract Termination or Cancellation: Upon termination or cancellation of this contract, the Contractor shall collect all outstanding installation access passes and return them to the issuing office within 1 business day.

1.6.3.4 Common Access Cards (CAC) and CAC Log: N/A

1.6.4 Background Checks: Entrance on to Fort Buchanan by contractor personnel shall require clearance of a DDFM 369, Police Record Check. All backgrounds that come with remarks need to be addressed by the correspondent employee and resubmitted for clearance. Failure to pass background check will deny access to Fort Buchanan automatically. Waivers are not allowed under this section.

1.6.4.1 U.S. Citizen: N/A

1.6.4.2 Local Nationals and Third Country Nationals: N/A

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

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

1.7 Key Control: N/A

1.8 Post Award Conference/Periodic Progress Meetings: The Contractor shall attend any post award conference convened by the contracting activity or contract administration office in accordance with FAR Subpart 42.5. The Contracting Officer, COR, and other Government personnel, as appropriate, may meet periodically with the Contractor to review the Contractor's performance. At these meetings the Contracting Officer will appraise the Contractor of how the Government views the Contractor's performance and the Contractor shall appraise the

Government of problems, if any, being experienced. Appropriate action shall be taken to resolve outstanding issues. These meetings shall be at no additional cost to the Government.

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

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

1.10 Key Personnel: The following personnel are considered key personnel by the Government: Primary/Alternate Contract Manager and Elevator Technician. The Contractor shall provide a Contract Manager who shall be responsible for the performance of the work. The name of this person and an Alternate Contract Manager, who shall act for the Contractor when the Contract Manager is absent, along with a Curriculum Vitae (CV) for each of these individuals, shall be provided in writing to the Contracting Officer with their quotes. Acceptance of the CV by the Contracting Officer is required before these individuals are permitted to perform any task on this contract. The Contract Manager and Alternate Contract Manager shall have full authority to act for the Contractor on all contract matters relating to daily operation of this contract. The Contract Manager or Alternate Contract Manager shall be available between 0700 – 1600 Monday- Friday.

a. Contract Manager: The Contractor shall provide a Contract Manager who is responsible for managing all contractor activities, ensuring full adherence to the Performance Work Statement (PWS), Quality Assurance Surveillance Plan (QASP), and all applicable Fort Buchanan, PR regulations. The Contract Manger shall possess a minimum of two (2) years demonstrate experience in managing service contracts, coordinating maintenance personnel, and delivering required outcomes on schedule, along with strong knowledge of relevant codes,

standards, and Army installation procedures. The Contract Manger shall be capable of supervising staff, resolving technical and administrative issues, enforcing safety and training requirements, and ensuring that all personnel comply with installation access, security, and operational policies. This individual should serve as the primary point of contact for the Government, maintain clear and prompt communication with COR in English.

b. Elevator Technician: Elevator Technicians possess the technical training, certifications, and experience necessary to safely and effectively maintain and repair elevator systems. Technician must have completed a certified elevator mechanic apprenticeship or vocational training program and demonstrate knowledge of ASME A17.1, including the ability to read and interpret elevator diagrams, schematics, and manufacturer specifications. They must be fully competent in electrical, mechanical, and hydraulic elevator systems and participate in recognized continuing-education programs related to elevator safety and code updates. The Elevator Technicians shall have a minimum of three (3) years of experience performing elevator maintenance, inspections, troubleshooting, and repairs, with documented experience working on traction, hydraulic, and machine-room-less (MRL) systems, as well as the capability to perform annual inspections and load testing using certified, calibrated equipment.

c. Special Qualifications: The Contractor shall ensure that all personnel performing elevator maintenance work possess all required special qualifications necessary to safely and legally service Government-owned elevator systems. These special qualifications include any licenses, permits, certifications, or endorsements mandated by Puerto Rico regulatory authorities, manufacturer-specific training for equipment installed at Fort Buchanan, and Government-directed compliance requirements such as OPSEC Level I or other installation training

Personnel shall be fully competent to perform advanced diagnostics, complex repairs, safety-critical adjustments, and code-required inspections or load tests. Special qualifications must be current, documented, and verifiable upon Government request, ensuring that only properly trained and certified individuals carry out tasks affecting system safety, reliability, or regulatory compliance.

1.11 Identification of Contractor Employees: All Contractor personnel attending meetings, answering Government telephones, and working in other situations where their contractor status is not obvious to third parties must identify themselves, to include proper marking of signature blocks in correspondence, 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.

1.12.1 Contractor Workspace: N/A

1.12.2 Contractor Identification Badges: Contractor personnel shall be easily identifiable through the display of company ID badges. The Contractor (to include subcontractors) shall

provide each of their employees with an easily readable identification badge. The badge must include the employee's name, the contractor's company name, the functional area of assignment, and a recent color photograph of the employee.

1.13 Contractor Travel: N/A

1.14 Other Direct Costs (ODCs): N/A

1.15 Data Rights: N/A

1.16 Non-Disclosure Requirements: Performance under this contract may require the Contractor to access data and information proprietary to a Government agency, another Government Contractor, or of such nature that its dissemination or use other than as specified in this work statement would be adverse to the interests of the Government or others. The Contractor and Contractor personnel shall not divulge or release data or information developed, or obtained under performance of this PWS, except to authorize Government personnel or upon written approval of the Contracting Officer. The Contractor shall not use, disclose, or reproduce proprietary data, which bears a restrictive legend, other than as specified in this PWS. All documentation showing individual names or other personal information shall be controlled and protected under the provisions of the Privacy Act of 1974, Public Law 93-579, 5 United States Code (U.S.C.) Section 552a.

1.17 Protection of Government and Contract Information: 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.

1.18 Non-Disclosure Statements: N/A

1.19 Organizational Conflict of Interest (OCI): Contractor and subcontractor personnel performing work under this contract may receive, have access to or participate in the development of proprietary or source selection information (e.g., cost or pricing information, budget information or analyses, specifications or work statements, etc.) or perform evaluation services which may create a current or subsequent OCI as defined in FAR Subpart 9.5. The Contractor shall notify the Contracting Officer immediately whenever it becomes aware that such access or participation may result in any actual or potential OCI and shall promptly submit a plan to the Contracting Officer to avoid or mitigate any such OCI. The Contractor's OCI Mitigation Plan will be determined to be acceptable solely at the discretion of the Contracting Officer. In the event the Contracting Officer unilaterally determines that any such OCI cannot be satisfactorily avoided or mitigated, the Contracting Officer may affect other remedies as he or she deems necessary, including prohibiting the Contractor from participation in subsequent contracted requirements which may be affected by the OCI.

1.20 Phase In /Phase Out Period: N/A

1.21 Safety: The Contractor shall be responsible for the enforcement of all safety requirements (including all fall protection safety requirements) for any work performed under the contract. If the Contractor fails or refuses to promptly comply with safety or environmental requirements, the COR may request the Contractor to stop working on all or part of the work until satisfactory corrective action has been taken. No part of the time lost, due to any such stop work request, shall be made the subject of a claim for extension of time or for excess costs or damages to the Contractor. The following provides information pertaining to Safety and Accident Prevention:

1.21.1 Safety Laws and Regulations: The Contractor shall comply with all OSHA reporting requirements and DA PAM 385-40, Army Accident Investigations and Reporting 18 March 2015, for record keeping and reporting of all accidents resulting in death, injury, occupational disease, or adverse environmental impact. The Contractor shall provide a verbal report to the COR within four (4) hours of each such occurrence, whenever an accident involving personal injury occurs. A written accident report shall be delivered to the COR within one (1) workday of occurrence. The Fort Buchanan Emergency Services call number is 787-707-4911.

1.22 Environmental Compliance: The following provides information on Fort Buchanan, PR Environmental Compliance.

1.22.1 Environmental Compliance Plan and Program: The Contractor shall ensure that all its operations and activities conform to Fort Buchanan's environmental policy requirements. The Contractor shall ensure that all contract personnel have received appropriate levels of training in the handling, use, storage, and disposal of hazardous material. In addition, the Contractor shall ensure that all Contractor controlled activities on Fort Buchanan's installations are conducted in accordance with the USAG Wiesbaden Spill Prevention and Response Plan, Solid Waste Policy, and applicable local environmental laws/standards.

The Contractor shall clean up at its own expense any contamination, including soil and ground water contamination caused by hazardous materials/substances brought onto the garrison, or by his activities. The Contractor must immediately report any hazardous substance spills to the Fort Buchanan's Fire Department at 787-707-3410.

The Contractor shall contact the COR or the Fort Buchanan's Directorate of Public Works-Environmental Division (DPW-ED), at 787-707-3575 or 787-707-3522, for a copy of the Garrison Environmental Policy, Spill Prevention and Response Plan, Garrison Solid Waste Policy.

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

1.23.1 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 5 days after contract start date or effective date of incorporation of this requirement into the contract, whichever applies, or 5 days after employment of new personnel. Contractor personnel travelling overseas shall complete area of responsibility (AOR) specific AT awareness training for U.S. based Contractor employees and associated

subcontractor employees. The Contractor shall submit certificates of completion for each affected Contractor employee and subcontractor employee to the COR and the Contracting Officer within 5 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 12 months.

If training cannot be conducted on the website, the Contractor shall coordinate with the COR who will contact the local AT Officer at their assigned location for classroom training. Contractor personnel completing training in the classroom will receive a certificate or the training attendance roster signed by the AT Officer. Verification of the training shall be provided to the COR within 5 days after completion of the training.

1.23.2 OPSEC Training: All Contractor employees, including subcontractors, shall complete Level I OPSEC training within 5 days of employment under this contract (Deliverable 6). Verification of the training shall be provided to the COR after completion of the training. OPSEC Level I training is available at http://www.cdse.edu/catalog/elearning/GS130.html. Contractor personnel shall complete refresher training every 12 months. Verification of the training shall be provided to the COR within completion of the training.

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

1.23.3 iWATCH Training: The Contractor shall ensure that all Contractor employees and sub-contractor employees performing services under this contract have been briefed on the iWATCH Program, or equivalent training shall be completed within 5 days after contract award and within 5 days after new employees commence contract performance (Deliverable #6). This locally developed training will be used to inform employees of the types of behavior to watch for and instruct employees to report suspicious activity to the COR. A copy of this training attendance will be maintained by the Contractor and made available to COR or KO upon request. Contractor shall provide verification of the training completion to the COR within *5 days* after completion of the training. Training slides can be found on the Army OneSource link: http://www.myarmyonesource.com/familyprogramsandservices/iwatchprogram/default.aspx

PART 2
DEFINITIONS & ACRONYMS

2. Definitions and Acronyms

2.1 <u>Definitions</u>: 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, 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 deliverable under a cost contract when accepted by the Government for continued use under the contract

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

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

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

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

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

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

Quality Control – means all necessary measures taken by the Contractor to assure that the quality of a 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 <u>Acronyms</u>: 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. Government Property and Services

3.1 Services: N/A

3.2 Facilities: The Contractor shall use reasonable care to avoid damaging existing buildings, equipment, and vegetation on the Government installation. If the Contractor's failure to use reasonable care causes damage to any of these properties, the Contractor shall replace or repair the damage at no expense to the Government as the Contracting Officer directs. If the Contractor fails or refuses to make such repair or replacement, the Contractor shall be liable for the cost, which may be deducted from the contract price.

3.3 Utilities: The Government will provide electricity and water, all utilities in the facility will be available for the Contractor's use in performance of the tasks outlined in the PWS. 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, light switches, etc. after using the required amount to accomplish tasks requiring the use of the utilities.

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

PART 4
CONTRACTOR FURNISHED ITEMS AND SERVICES

4. Contractor Furnished Property and Services

4.1 General: The Contractor shall furnish all labor, tools, equipment, materials, supplies, testing devices, vehicles, personal protective equipment (PPE), and any other items necessary to perform elevator preventive maintenance, inspections, repairs, emergency responses, and testing services required under the Performance Work Statement (PWS). This includes providing certified and calibrated load-testing equipment, diagnostic tools, electrical and mechanical testing instruments, communication devices, and all consumable materials required to maintain and service elevator systems. The Contractor shall supply all replacement parts, components, lubricants, cleaning agents, and hardware necessary to return elevator systems to safe and operational condition unless otherwise specified as Government-Furnished.

4.2 The Contractor shall ensure all parts and materials used are new and meet the original manufacturer's specifications. The Contractor shall provide Personal Protective Equipment; automated data processing equipment (ADPE) such as computers and/or tablets and specialized tools needed in the performance of this contract.

4.3 Vehicles and Equipment: The Contractor shall provide all necessary vehicles (no GSA vehicles provided to Contractor for use on this contract) and equipment to perform the work described in this PWS. All Contractor provided vehicles and equipment shall have the company name prominently displayed on both sides of the vehicle or equipment and present a neat, professional appearance. Contractor's vehicles and equipment used in the performance of this contract shall meet all local traffic, safety, and environmental requirements. Vehicles and equipment found to be unsafe shall be removed from the installation and replaced. The Contractor shall not use any Government-owned tools, materials, or parts to maintain. The COR may inspect the Contractor’s vehicles and equipment at any time.

4.4 Background Checks: The Contractor shall provide Background Checks in accordance with this PWS and as determined by the Government. See Attachment #, DD Form 369. Before submission the contractor shall communicate with COR to receive the current publication of the form**.**

PART 5
SPECIFIC TASKS

5.1 <u>Basic Services:</u> The Contractor shall provide all labor, tools, materials, equipment, transportation, supervision, and technical expertise necessary to perform elevator preventive maintenance, inspections, repairs, and emergency response services at Fort Buchanan. Basic service includes completing scheduled monthly preventive maintenance, conducting annual inspections, responding to corrective repair needs, and providing 24/7 emergency support for entrapments or critical failures. The Contractor shall ensure all work complies with ASME A17.1, manufacturer requirements, Army safety regulations, and installation policies as required per the PWS. The Contractor shall deliver accurate documentation for all services performed, maintain communication with the COR, adhere to all building access and safety procedures, and ensure elevator systems are kept in safe, reliable, and fully operational condition.

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

Task 1 – Monthly Preventive Maintenance (PM)
The Contractor shall perform scheduled, systematic monthly preventive maintenance (PM) services on each of the eight (8) designated elevators. PM services shall be customized to the specific Vertical Transportation Equipment (VTE) make, model, and system type (hydraulic, traction, or machine-roomless [MRL]) in accordance with the manufacturer's recommended maintenance guidelines and ASME A17.1, Section 8.6.

5.2.1.1 PM Work Plan & Schedule: The Contractor shall execute PM services in accordance with the accepted Contractor Work Plan (Paragraph 1.5.4.3.1). Any deviations from the approved schedule must be coordinated with and approved by the COR at least forty-eight (48) hours in advance.

5.2.1.2 Scope of Monthly PM: Monthly PM activities shall include, but are not limited to:

- **Machine Rooms/Control Spaces:** Inspecting, cleaning, lubricating, and adjusting hoist motors, generators, pump units, controllers, selectors, drive sheaves, and brake assemblies.
- **Hoist ways & Pits:** Inspecting, cleaning, and lubricating guide rails, counterweights, governor ropes, hoist cables, traveling cables, and limit switches. Cleaning elevator pit areas of debris, water, or oil accumulations, and inspecting sump pump operations.
- **Car & Door Operations:** Checking and adjusting door operators, interlocks, car gates, safety edges, photo-eyes, light curtains, car leveling accuracy, emergency exit switches, and interior car lighting.
- **Safety & Communication Devices:** Testing the operation of emergency car alarms, emergency lighting batteries, and the two-way emergency communication system (elevator telephone) to ensure a direct line to emergency services is active.

5.2.1.3 PM Records: Upon completion of each PM visit, the technician shall sign and date the physical maintenance card located within each elevator machine room and compile the electronic PM log for monthly submission (Deliverable #3).

Task 2 – Annual Elevator Inspection and Safety Certification
The Contractor shall coordinate, schedule, and perform a comprehensive annual safety inspection and test on each of the eight (8) elevators in accordance with ASME A17.1, Section 8.11.

5.2.2.1 Inspector Qualifications: Annual inspections must be conducted and directly supervised by a third-party Qualified Elevator Inspector (QEI) who holds a valid, current certification in accordance with ASME QEI-1. The QEI shall be independent of the personnel routinely performing monthly PM or corrective repairs on the equipment.

5.2.2.2 Scope of Annual Inspection: The inspection must thoroughly evaluate all safety devices, governor operations, car and counterweight buffers, terminal stopping devices, standby power operations, and fire recall operations (Phase I and Phase II).

5.2.2.3 Deficiencies and Certification: The Contractor shall document all inspection findings on a standard ASME checklist. Any minor deficiencies identified during the inspection that do not threatening safety shall be logged for corrective action. For elevators that successfully pass all inspections, the Contractor shall prepare and submit a formal Certificate of Operation (Deliverable #4). If an elevator fails to pass, the Contractor shall immediately notify the COR, decommission the unit if a safety risk exists, and provide a corrective action plan within twenty four (24) hours.

Task 3 – Corrective Repair Services
The Contractor shall perform corrective repairs to resolve system wear, components breakdown, or operational deficiencies. Corrective repairs shall restore VTE systems to a fully operational, safe, and code-compliant state.

5.2.3.1 Definition of Deficiencies:
Routine Deficiencies: Non-hazardous wear-and-tear items identified during monthly PMs, annual inspections, or daily operations that do not affect immediate safe transit (e.g., burnt-out car indicator lights, minor door tracking adjustments, noisy guide shoes).

Urgent Deficiencies: Component failures that cause an elevator to be completely non-operational or unsafe to operate (e.g., main controller failure, broken door interlocks, hydraulic leaks, worn hoisting cables).

5.2.3.2 Repair Timelines & Performance Standards:
Routine Repairs: The Contractor shall initiate routine repairs within twenty-four (24) hours of COR notification and complete the work within five (5) business days.

Urgent Repairs: The Contractor shall initiate urgent corrective repairs within four (4) hours of notification and complete the repair within forty-eight (48) hours.

Long-Lead Parts Exception: If a repair cannot be completed within the required timeframe due to parts availability, the Contractor shall submit a written explanation and manufacturer/distributor proof of lead time to the COR within twenty-four (24) hours of the initial diagnostic. The Contractor shall propose a revised completion date for COR and Contracting Officer (KO) review.

5.2.3.3 Replaced Parts Standards: All replacement parts, oils, lubricants, and components must be brand-new, original equipment manufacturer (OEM) parts, or certified equal, conforming strictly to the original design and ASME codes.

5.2.3.4 Reporting Consolidation: To reduce administrative overhead, individual minor repair receipts shall be consolidated into a monthly Corrective Repair Log (Deliverable #6). This log will outline all repairs completed, labor hours, parts used, response times, and final resolutions.

Task 4 – Emergency Response Services
The Contractor shall provide twenty-four (24) hour, seven (7) days a week, three hundred sixty-five (365) days a year (24/7/365) emergency call-out response capability for all covered VTE systems.

5.2.4.1 Passenger Entrapment Response (Critical Emergency): Upon receipt of an entrapment notification from the COR, building manager, or emergency services, the Contractor's qualified elevator technician must arrive on-site at Fort Buchanan and initiate extraction protocols **within sixty (60) minutes**. The Contractor shall maintain a 100% compliance rate for this metric due to life-safety risks. Under no circumstances shall untrained personnel attempt to extract passengers.

5.2.4.1 Critical System Failure Response (Non-Entrapment Emergency): For emergency calls where no passengers are entrapped but an elevator in a critical mission facility (e.g., headquarters, medical facility, or sole accessible route building) are completely down, the Contractor's technician shall arrive on-site within two (2) hours of notification.

5.2.4.3 Emergency Documentation: The Contractor shall verbally notify the COR immediately upon the resolution of any emergency incident. A formal Emergency Response Report (Deliverable #7) outlining the root cause, passenger status, response time, and corrective actions taken shall be submitted within one (1) business day.

Task 5 – Five-Year Load Testing
The Contractor shall conduct a full-capacity, rated-speed safety test (ASME A17.1 Category 5 Test) for all designated elevators requiring periodic load testing within the contract period. A third-party Qualified Elevator Inspector (QEI) who holds a valid, current certification in accordance with ASME QEI-1.

5.2.5.1 Testing Equipment and Certification: The Contractor shall provide certified, calibrated test weights and specialized testing equipment. The calibration certificates for the instruments and weights used must be current (within 12 months) and submitted to the COR for review prior to the execution of testing.

5.2.5.2 Execution & Safety: Testing shall be scheduled with the COR at least fifteen (15) business days in advance to minimize disruption to building operations and to ensure proper safety barriers, notifications, and building coordinate protocols are in place. The test shall evaluate safety gears, governors, buffers, and braking capacity under 100% (or 125% where mandated by code) rated load.

5.2.5.3 Certification and Tagging: Upon successful completion of the test, the Contractor shall affix a metal test tag to the controller containing the date of the test, the name of the testing organization, governor tripping speed, and the technician's signature. A formal Five Year Load Test Certificate (Deliverable #5ng) must be submitted within five (5) business days.

Task 6 – Documentation, Reporting, and Work Logs
The Contractor shall establish and maintain a rigorous and transparent administrative record-keeping system for all maintenance, inspections, repairs, and testing performed.

5.2.6.1 Digital Submittal Standards: All reports, certificates, and logs required by this contract shall be delivered electronically in standard, searchable PDF format to the designated COR email address within the deadlines specified in Technical Exhibit B.

5.2.6.2 Accuracy and Auditing: The Contractor shall ensure all documentation is detailed and accurate. The COR reserves the right to audit the Contractor's maintenance files, manufacturer parts receipt records, and internal quality control logs at any time during normal operating hours.

Task 7 – Communication, Site Coordination, and Key/Access Control
The Contractor shall maintain seamless communication with the COR and ensure all field operations are coordinated with building occupants to prevent security breaches or operational disruptions.

5.2.7.1 Daily Coordination: The Contractor's Contract Manager shall coordinate daily schedule clearances with the COR, notifying them of which buildings and elevator shafts will be accessed.

5.2.7.2 Security Compliance: All personnel shall display company-issued photo ID badges at all times and adhere to Fort Buchanan physical security and background screening parameters outlined in Section 1.6.

5.2.7.3 Key Control Procedures: The Contractor shall manage and safeguard all physical keys, access cards, and electronic bypass tools issued by the Government for elevator machine rooms, hoist way doors, and control panels. The Contractor shall establish a Key Control Register within their Quality Control Plan (QCP). Keys issued to the Contractor shall not be duplicated. Any lost or compromised keys or access credentials must be reported to the COR and the Physical Security Officer immediately (within 2 hours of discovery). The Contractor shall return all issued keys to the COR on the final day of contract performance, or immediately upon the termination of any employee who was assigned access.

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 Safety Codes for Elevators and Escalators (ASME A17.1)
6.1.14 Safety Code for existing Elevator (ASME A17.3)

PART 7
ATTACHMENT AND TECHNICAL EXHIBIT LISTING

7. Attachment and Technical Exhibit List

7.1 Technical Exhibit A – Performance Requirements Summary

7.2 Technical Exhibit B – Deliverables Schedule

7.3 Attachment 1 – Estimated Workload Data

7.4 Attachment 2 – Current DD Form 369, Police Record Check (Separate Document)

7.5 Attachment 3 – Elevator Parts List (Separate Document)

7.6 Attachment 4 – Types of Elevators with Building Numbers List (Separate Document)

TECHNICAL EXHIBIT A
Performance Requirements Summary (PRS)

PERFORMANCE OBJECTIVE	STANDARD	PERFORMANCE THRESHOLD ACCEPTABLE QUALITY LEVELS (AQLs)	SURVEILANCE METHOD
PRS#1 – Monthly Preventive Maintenance Card & Log. **PWS 5.2 Task1**	Perform all scheduled monthly maintenance for each elevator.	95% Compliance Zero Deviation from Standard.	COR Scheduled inspections; card & log review.
PRS#2 - Annual Inspection & Safety Certification. **PWS 5.2 Task2**	Third Party conduct annual elevator inspections per ASME A17.1.	100% Compliance	COR review; 100% verification.
PRS#3 - Corrective Repair Services. **PWS 5.2 Task3**	Respond to deficiencies and restore safe elevator operation.	98% Compliance.	COR Random inspections; work order review.
PRS#4 - Emergency Response Services. **PWS 5.2 Task4**	Provide 24/7 emergency support with rapid response.	98% Compliance.	COR Incident log review; spot checks.
PRS#5 - Five-Year Load Testing. **PWS 5.2 Task5**	Third Party Perform required load tests using certified, calibrated equipment.	100% Compliance	COR 100% Certificate review; calibration check.
PRS#6 – Documentation, Reporting & Work Logs. **PWS 5.2 Task6**	Submit accurate logs, reports, and certificates on time.	100% Compliance	COR documentation review for accuracy, quality and approval.
PRS#7 – Communication, Site Coordination & Key/Access Control. **PWS 5.2 Task7**	Maintain continuous communication with COR; comply with access rules.	98% Compliance.	COR monitoring; random checks.

TECHNICAL EXHIBIT B

DELIVERABLES SCHEDULE

DELIVERABLE	DESCRIPTION	FREQUENCY	RECIPIENT	FORMAT
Quality Control Plan.	The Contractor's Proposed QCP shall be submitted to COR & KO.	Within 10 days after date of contract award	COR & KO	Electronic; PDF
Contractor Work Plan.	The Contractor's proposed Work Plan shall be submitted to COR & KO.	Within 5 days after date of contract award.	COR & KO	Electronic; PDF
Monthly Preventive Maintenance card & Log	Summary of all maintenance performed, deficiencies identified, and corrective actions recommended.	Monthly, within 5 business days after maintenance is completed	COR	Electronic; PDF
Annual Elevator Inspection Report, ASME checklist & Certificate	Full inspection results in accordance with ASME A17.1 and installation requirements.	Annually, within 5 business days after inspection.	COR	Electronic; PDF
Five-Year Load Test Certificate	Certified load-test verification for required elevators.	Every 5 years; within 5 business days after testing.	COR	Electronic; PDF
Corrective Repair Logs	The Contractor shall perform corrective repairs to resolve system wear, components breakdown, or operational deficiencies.	Per occurrence; submitted within 5 business days of repair completion	COR	Electronic; PDF
Emergency Response Report	Documentation of entrapment events or critical failures, including response time and resolution.	Immediately following incident; full report 1 business day.	COR	Electronic; PDF
Training Certificates/ Licenses	Technician licensing, OPSEC/AT Level I, and IWATCH required safety trainings.	Within 5 business days of contract start; updated as required.	COR	Electronic; PDF

ATTACHMENT 1
ESTIMATED WORKLOAD DATA

ITEM	NAME	ESTIMATED QUANTITY	
1	Number of Elevators	EA	8
2	Annual Inspections	Per Elevator Yearly	1
3	Five-Year Load Tests	As Needed	8
4	Monthly Service	Per Elevator	1
5	Possible Repairs	Estimated	10 Events
6	Emergency Response	Estimated	3 Events
7	Reports	Monthly and Per Event	As Required
8	Training Requirements	As Required	Annually