

PERFORMANCE WORK STATEMENT

Fire Extinguisher Servicing

Part 1

General Information

1. **GENERAL:** This is a non-personnel services contract to provide an initial assessment visit, pickup, inspections/maintenance, and delivery of 1239 fire extinguishers of various types and sizes pickup from various building locations on Hunter AAF. Each battalion within the brigade will schedule consolidated fire extinguisher services separately, on a quarterly basis, during this period. Contractor visits will occur at buildings 7901, 850, 860 and 1296 on HAAF. Services will be provided on a quarterly basis.

Table 1

3CAB Extinguisher Inventory			
10lbs		5lbs	
ABC	150	ABC	548
BC	28	15lbs	
Purple K	17	ABC	51
C02	3	20lbs	
Halon	2	ABC	420
50lbs		125lbs	
ABC	14	ABC	6
Total	1239		

1.1 **Description of Services/Introduction:** The contractor shall provide all personnel, equipment, supplies, facilities, transportation, tools, materials, supervision, and other items and non-personal services necessary to perform inspections, testing, and maintenance required on 3CAB fire extinguishers, at Hunter Army Airfield (Extinguisher inventory list in Table 1).

1.2 **Background:** 3CAB, 3rd ID requires contractual support with maintaining appropriately serviced and/or inspected fire extinguishers ISO unit mission requirement. Per NFPA 10, AR 420-5, and Fort Stewart Installation Authority Having Jurisdiction, initial/annual extinguisher inspections and periodic servicing/maintenance must be completed by an appropriately trained and licensed fire extinguisher technician, using appropriate equipment and facilities. This resource is not provided by FSGA/HAAF Garrison or 3ID. 3CAB possesses a Fire Extinguisher Refill Station; however, this system does not meet Unified Facility Criteria requirements for CONUS use and is meant to provide extinguisher services in deployed, austere environments. In addition, attaining appropriate training for unit personnel would require a significant investment of time and issues with continuity which are not congruent with attrition due to PCS, job changes, and deployment requirements. Contracting is the only viable means to meet this requirement.

1.3 **Objectives:** To meet NFPA 10, AR 420-5, and OSHA portable fire extinguisher servicing requirements while providing a safer environment for all operations and living areas.

1.4 **Scope:** The contracting officer representative (COR), the contractor, and the unit point of contact (POC) will schedule a visit each quarter, at a designated location on Hunter AAF in Savannah, GA to confirm unit specified requirements and take possession of the unit's extinguishers requiring services each quarter. The unit will provide the contractor with a spreadsheet specifying the type, size, and

number of extinguishers requiring an inspection/maintenance NLT seven working days prior to the scheduled visit, unless the contractor accepts a shorter period. During the pickup, the Contractor shall confirm required fire extinguisher services and provide the unit POC and the COR with an updated list of the services to be performed. The Contractor is responsible for transporting fire extinguishers to and from any extinguisher maintenance facility location outside of Hunter AAF to complete required services. In cases involving the transport of extinguishers outside of Hunter AAF, the Contractor, contracting officer, and unit point of contact will ensure a joint inventory is taken before the contractor takes possession of any fire extinguishers. All required services must be completed within 14 business days of the pickup unless addition time is coordinated between the Contractor, the COR, and the unit Point of Contact. The Contractor shall be responsible for obtaining all required licenses and permits to perform fire extinguisher services on a Federal installation and be insured in accordance with FAR requirements. All work shall comply with applicable State, local and Federal laws and regulations, industry standards, manufacturer's specifications and recommendations.

1.5 Period of Performance: A Base Period of 12 months with four (4) 12-month option periods. The Base Period is 1 OCT 2026 to 30 SEP 2027.

1.6 General Information

1.6.1 Quality Control: Under FAR 46.501 the contractor is responsible for establishing and submitting a Quality Control Program (QCP) for government approval.

1.6.2 Quality Assurance: The government shall evaluate the contractor's performance under this contract in accordance with the Quality Assurance Surveillance Plan. 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 minimum acceptable defect rate(s).

1.6.3 Recognized Holidays: The contractor is not required to perform services on holidays.

New Year's Day	Labor Day
Martin Luther King Jr.'s Birthday	Columbus Day
President's Day	Veteran's Day
Memorial Day	Thanksgiving Day
Independence Day	Christmas Day

1.6.4 Hours of Operation: The contractor is responsible for conducting business between the hours of 0730 to 1600 Monday through Friday except Federal holidays or when the Government facility is closed due to local or national emergencies, administrative closings, or similar Government directed facility closings. For other than firm fixed price contracts, the contractor will not be reimbursed when the government facility is closed for the above reasons. The Contractor must maintain an adequate workforce for the uninterrupted performance of all tasks defined within this PWS when the Government facility is not closed for the above reasons. When hiring personnel, the Contractor shall keep in mind that the stability and continuity of the workforce are essential.

1.6.5 Place of Performance: The work to be performed under this contract will be performed at a facility of the contractor's choosing. Pickups and drop offs will occur at the following building unless alternate arrangements are agreed upon by the contractor, COR, and POC: Building 7901, Building 850, Building 860, and Building 1296, Hunter Army Airfield, GA 31409

1.6.6 Type of Contract: The government will award a Firm Fixed Price contract.

1.6.7 Security Requirements: Active

1.6.7.1 PHYSICAL Security: The contractor shall be responsible for safeguarding 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.

1.6.7.2 This standard language is for contractor employees with an area of performance with Army controlled installation, facility, or area. Contractor and all associated sub-contractors' employees shall provide all information required for background checks to meet installation access requirements to be accomplished by installation Provost Marshall Office, Director of Emergency Services or Security Office. Contractor workforce must comply with all personal identity verification requirements (FAR clause 52.204-9, Personal Identity Verification of Contractor Personnel) as directed by DOD, HQDA, and/or local policy. In addition to the changes otherwise authorized by the changes clauses 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.

1.6.7.3 Contractor and all associated sub-contractors employees shall comply with adjudication standards and procedures using National Crime Information Center Interstate Identification Index (NCIC-III) and Terrorist Screening Database (TSDB) (Army Directive 2014-05/AR 190-13), 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.

1.6.7.4 Key Control. N/A

1.6.7.4.1. In the event keys, other than master keys, are lost or duplicated, the Contractor shall, upon direction of the Contracting Officer, re-key or replace the affected lock or locks; however, the Government, at its option, may replace the affected lock or locks or perform re-keying. 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.

1.6.7.4.2. The Contractor shall prohibit the use of Government issued keys/key cards by any person 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 Contractor employees engaged in the performance of assigned work in those areas, or personnel authorized entrance by the Contracting Officer.

1.6.7.5 Lock Combinations: The Contractor shall establish and implement methods of ensuring that 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 Quality Control Plan.

1.6.8 Special Qualifications: N/A

1.6.9 Post Award Conference/Periodic Progress Meetings: The Contractor agrees to attend any post award conference convened by the contracting activity or contract administration office in accordance with Federal Acquisition Regulation Subpart 42.5. The contracting officer, Contracting Officers Representative (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 will 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.

1.6.10 Contracting Officer Representative (COR): This is a reoccurring service.

1.6.11 Key Personnel: The contract manager or alternate 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 shall be available between 0700 and 1600 hrs., Monday through Friday except Federal holidays or when the government facility is closed for administrative

reasons. Qualifications for all key personnel are listed below: N/A

1.6.12 Identification of Contractor Employees: N/A

1.6.13 Contractor Travel: N/A

1.6.14 Other Direct Costs This category includes travel (outlined in 1.6.13), reproduction, and shipping expenses associated with training activities and visits to contractor facilities. It could also entail the renting of suitable training venues.

1.6.15 Data Rights: N/A: The Government has unlimited rights to all documents/material produced under this contract. All documents and materials, to include the source codes of any software, produced under this contract shall be Government owned and are the property of the Government with all rights and privileges of ownership/copyright belonging exclusively to the Government. These documents and materials may not be used or sold by the contractor without written permission from the Contracting Officer. All materials supplied to the Government shall be the sole property of the Government and may not be used for any other purpose. This right does not abrogate any other Government rights.

1.6.16 Organizational Conflict of Interest: 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 Organizational Conflict of Interests (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 mitigation plan will be determined to be acceptable solely at the discretion of the Contracting Officer and 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.

1.6.17 PHASE IN /PHASE OUT PERIOD: N/A.

PART 2 DEFINITIONS & ACRONYMS

2. 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.** 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'S REPRESENTATIVE (COR).** An employee of the U.S. Government appointed by the contracting officer to administer the contract. Such appointment shall be in writing and shall state the scope of authority and limitations. This individual has authority to provide technical direction to the Contractor as long as 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 Performance Work Statement.

2.1.5. **DELIVERABLE.** Anything that can be physically delivered but may include non-manufactured things such as meeting minutes or reports.

2.1.6. **KEY PERSONNEL.** N/A

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 assure 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.

2.1.12. **WORK DAY.** The number of hours per day the Contractor provides services in accordance with the contract.

2.1.13. **WORK WEEK.** Monday through Friday, unless specified otherwise.

2.2. ACRONYMS:

ACOR	Alternate Contracting Officer's Representative
AFARS	Army Federal Acquisition Regulation Supplement
AR	Army Regulation
CCE	Contracting Center of Excellence
CFR	Code of Federal Regulations
CONUS	Continental United States (excludes Alaska and Hawaii)
COR	Contracting Officer Representative
COTR	Contracting Officer's Technical 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
HIPAA	Health Insurance Portability and Accountability Act of 1996
KO	Contracting Officer
OCI	Organizational Conflict of Interest
OCONUS	Outside Continental United States (includes Alaska and Hawaii)
ODC	Other Direct Costs
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
TE	Technical Exhibit

PART 3
GOVERNMENT FURNISHED PROPERTY, EQUIPMENT, AND SERVICES

3. GOVERNMENT FURNISHED ITEMS AND SERVICES:

3.1. Services: The Government will provide N/A

3.2 Facilities: N/A

3.3 Utilities: N/A

3.4 Equipment: The Government will provide N/A

3.5 Materials: The Government will provide: N/A

PART 4
CONTRACTOR FURNISHED ITEMS AND SERVICES

4. CONTRACTOR FURNISHED ITEMS AND RESPONSIBILITIES:

4.1 General: The Contractor shall furnish all supplies, equipment, facilities and services required to perform work under this contract that are not listed under Section 3 of this PWS.

4.2 Secret Facility Clearance: N/A

4.3. The Contractor shall provide all materials and supplies needed to meet requirements.

PART 5
SPECIFIC TASKS

5. **Specific Tasks:** Tasks will be performed in accordance with NFPA 10, AR 420-5, and OSHA regulations.
- 5.1. The Contractor shall execute quarterly service dispatches to inspect and remediate 100% of inventory fire extinguishers, ensuring correction of all deficiencies within 5 business days.
- 5.2. The required fire extinguisher periodic maintenance includes annual inspections, 5/6 years maintenance (depending on the extinguisher type), and 10/12-year hydrostatic testing (depending on the extinguisher type).
- 5.3. Pressurized fire extinguishers require the following services (inspection, maintenance, and/or hydrostatic testing).
- 5.4. New extinguishers require an initial inspection to confirm the weight, pressure, condition, and provide the record on an inspection tag; all conducted by qualified personnel.
- 5.5. Annual inspections/maintenance includes full mechanical check, weighing, and servicing by qualified personnel.
- 5.6. During 5/6 year maintenance, extinguishers must be disassembled, emptied, and serviced.
- 5.7. Hydrostatic testing involves the same process as 5/6 year maintenance with an addition structural test to ensure cylinder integrity.
- 5.8. 14 Days to perform service, unless an understanding is agreed upon between the unit POC, the contracting officer, and the contractor. In the event a unit is activated for deployment, the Government will not be responsible to pay for the quarterly services not used under the contract. The contractor will be notified by the COR, in writing, explaining the length of the deployment and the period during which services will not be required for a particular unit. The contractor will cease billing during the period during which services will not be required for a particular unit.

PART 6
APPLICABLE PUBLICATIONS

5. APPLICABLE PUBLICATIONS (CURRENT EDITIONS)

6.1. The Contractor must abide by all applicable regulations, publications, manuals, and local policies and procedures.

TECHNICAL EXHIBIT 1

Performance Requirements Summary

The contractor service requirements are summarized into performance objectives that relate directly to mission essential items. The performance threshold briefly describes the minimum acceptable levels of service required for each requirement. These thresholds are critical to mission success.

Performance Objective (The Service required—usually a shall statement)	Standard	Performance Threshold (This is the maximum error rate. It could possibly be “Zero deviation from standard”)	Method of Surveillance
PRS # 1. The contractor shall validate the unit stated extinguisher requirements before taking possession.	Confirm inspections/services needed for each extinguisher and provide the COR a list of the findings.	Zero deviation from the standard.	100% inspection
PRS # 2 The contractor shall pick up all fire extinguishers requiring inspection/services and transport them to the servicing location.	Provide adequate transportation for all fire extinguishers requiring inspection/service.	Zero deviation from the standard.	100% inspection
PRS # 3 The contractor shall provide fire extinguisher inspections/services IAW NFPA 10.	Provide extinguisher inspections/services IAW NFPA 10. Inspections/services included proper documentation (tags and stickers).	Zero deviation from the standard.	100% inspection
PRS # 4 The contractor shall deliver all fire extinguishers to predetermined locations on HAAF upon inspections/services completion.	Provide extinguisher delivery services to buildings 7901, 850, 860 and 1296 on HAAF or other specified location agreed upon by contractor, COR, and unit POC.	Zero deviation from the standard.	100% inspection