

PERFORMANCE WORK STATEMENT (PWS)

FOR

PREVENTIVE MAINTENANCE & REPAIR OF LASELEC WIRE MARKING MACHINE

1.0 General:

1.1 Scope: The Contractor shall provide all personnel, equipment, tools, materials, supervision, quality control and other items and non-personal services necessary to perform preventive maintenance and emergency repair of LASELEC Wire Marking Machine, Model MRO-200, Serial number MRO-12010 as defined in this PWS, except as specified in Paragraph 3.0 as Government Furnished. The contractor shall perform to the standards in this contract.

1.2 Background: Letterkenny Army Depot (LEAD) maintenance personnel can perform minor preventive maintenance, to include cleaning and checking certain components and replacing parts if necessary. But there are many major preventive maintenance measures that must be performed by a qualified LASELEC technician. In the past performance of this contract, LASELEC has dispatched a technician approximately once per year to, at a minimum, perform annual preventive maintenance.

1.3 Period of Performance (PoP): The Period of Performance shall be one Base Year of 12 months and two 12-month option years. The Period of Performance reads as follows:

1.3.1 Base Year: 01 DEC 2017 to 30 NOV 2018

1.3.2 Option Year One: 01 DEC 2018 to 30 NOV 2019

1.3.3 Option Year Two: 01 DEC 2019 to 30 NOV 2020

1.4 General Information:

1.4.1 Recognized Holidays: The observed dates for the following U.S. holidays are identified at the U.S. Office of Personnel Management Operating Status and Schedules website (http://www.opm.gov/Operating_Status_Schedules/fedhol/2017.asp).

- New Year's Day
- Martin Luther King, Jr.'s Birthday
- Washington's Birthday
- Memorial Day
- Independence Day
- Labor Day
- Columbus Day
- Veteran's Day

- Thanksgiving Day
- Christmas Day

Services shall not be rendered on these days.

1.4.2 Place and Performance of Services: The contractor shall provide services between the hours of 06:30 - 15:45, Monday – Thursday, and 06:30 - 14:45 on our scheduled Friday, except on recognized US holidays or when the Government facility/installation is closed due to local or national emergencies, administrative closings, or similar Government-directed facility/installation closings. The contractor will be expected to provide on-site services at Bldg. 370, Letterkenny Army Depot. 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.

1.4.3 Security Requirements: Contractor and all associated sub-contractor's employees shall comply with applicable installation, facility and area commander installation/facility access and local security policies and procedures (provided by government representative). 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. Contractor workforce shall comply 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. Performance of work will require limited access to classified information or equipment.

1.4.3.1 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.

1.4.3.2 AT Level 1 Awareness Training: All contractor employees, to included subcontractor employees, requiring access to Army Installations, facilities, and controlled access areas shall complete AT Level 1 awareness training 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 employee and subcontractor employee, to the COR or to the contracting officer, if a COR is not assigned, within 15 calendar days after completion of training. AT level 1 awareness training is available on the Letterkenny Army Depot homepage – www.lead.army.mil.

1.4.3.3 iWATCH Training: The contractor and all associated sub-contractors with an area of performance within an Army-controlled installation, facilities or area shall brief all employees on the local iWATCH program. This local 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 or contracting officer. This training shall be completed within 30 calendar days of contract award and within 30 calendar days of new employees commencing performance. The contractor shall report completion for each affected contractor employee and subcontractor employee, to the COR or to the contracting officer, if a COR is not assigned, within 15 calendar days after completion of training. iWATCH training is available on the Letterkenny Army Depot homepage – www.lead.army.mil.

1.4.3.4 OPSEC Training: Per AR 530-1, Operations Security, new contractor employees and associated sub-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 and subcontractor employee, to the COR or to the contracting officer, if a COR is not assigned, within 15 calendar days after completion of training. Level 1 OPSEC training is available on the Letterkenny Army Depot homepage – www.lead.army.mil.

1.4.3.5 OPSEC SOP/Plan: The contractor shall develop an OPSEC Standing Operating Procedure (SOP)/Plan and provide it to the COR or the contracting officer within 90 calendar days of contract award, to be reviewed and approved by the responsible Government OPSEC officer, per AR 530-1, Operations Security. This SOP/Plan will include the government's critical information, why it needs to be protected, where it is located, who is responsible for it, and how to protect it. In addition, the contractor shall identify an individual who will be an OPSEC Coordinator. The contractor will ensure this individual becomes OPSEC Level II certified per AR 530-1.

1.4.4 Conservation of Utilities: 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.

1.4.5 Special Qualifications: The contractor shall ensure that all employees possess all required licenses for operating any equipment used in the performance of this contract. NOTE: The Government does not provide training to contractors. Contractors must ensure that any personnel performing under a contract are fully trained, licensed, certified and qualified for the position in which they be serving. The contractor shall submit with the solicitation a certificate or license certifying that the vendor is a certified and/or licensed repairer/technician for the manufacturer listed in this PWS (OEM).

1.4.6 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 contractor's performance. At these meetings, the Contracting 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.

1.4.7 Contract Manager (CM): The contractor shall provide a CM who shall ensure performance under this contract. The name of this person, and an alternate who shall act for the contractor when the CM is absent, shall be designated in writing to the KO. The CM or alternate shall have full authority to act for the contractor on all contract matters relating to daily operation of this contract.

1.4.8 Identification of Contractor Employees: All contact 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 in the minds of members of the public that they are Government officials. The contractor shall also ensure that all documents or reports produced by contractor personnel are suitably marked as contractor products or that contractor participation is appropriately disclosed.

1.4.9 Organizational Conflicts of Interest (OCI): The 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 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 and in the event the KO unilaterally determines that any such OCI cannot be satisfactorily avoided or mitigated, the KO 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.

2.0 Definitions and Acronyms:

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'S REPRESENTATIVE (COR). An employee of the U.S. Government designated by the KO to monitor contractor performance. Such appointment shall be in writing and shall state the scope of authority and limitations. This individual has authority to provide technical direction to the Contractor as long as 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 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 Key Personnel listed in the PWS. When key personnel are used as an evaluation factor in best value procurement, an offer can be rejected if it does not have a firm commitment from the persons that are listed in the proposal.

2.1.7 PHYSICAL SECURITY. Actions that prevent the loss or damage of Government property.

2.1.8 QUALITY ASSURANCE. The government procedures to verify that services being performed by the Contractor are performed according to acceptable standards.

2.1.9 QUALITY ASSURANCE SURVEILLANCE PLAN (QASP). An organized written document specifying the surveillance methodology to be used for surveillance of contractor performance.

2.1.10 QUALITY CONTROL. All necessary measures taken by the Contractor to 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. Biweekly a total of 80 hours, Monday thru Friday the first week and Monday thru Thursday the second week, complying to the Government's work schedule unless specified otherwise.

2.2 ACRONYMS:

AFARS

Army Federal Acquisition Regulation Supplement

AR	Army Regulation
CFR	Code of Federal Regulations
CONUS	Continental United States (excludes Alaska and Hawaii)
COR	Contracting Officer 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
DOD	Department of Defense
FAR	Federal Acquisition Regulation
KO	Contracting Officer
OCI	Organizational Conflict of Interest
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

3.0 Government Furnished Property, Material, Equipment and Services (GFP/M/E/S):
The Government will provide the following utilities listed below:

3.1 Utilities: All utilities in the facility, such as electrical power for the use of hands tools, will be available for the contractor's use in the performance of this contract.

3.2 Facilities: LEAD will provide clear access to the equipment to be serviced.

4.0 Contractor Furnished Property, Materials, 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. The contractor is required to keep the working space clean and any waste generated by any preventive maintenance service or repair shall be disposed of properly by the contractor.

5.0 Requirements: The contractor shall provide all, labor, material, parts, and equipment necessary to perform annual preventive maintenance, on-site service and support, and perform repairs on the Laselec MRO-200 Wire Marking Machine, Serial

number MRO-12010. All maintenance and repair shall be performed in accordance with and meet all original equipment manufacturer (OEM) specifications.

5.1 Annual Preventative Maintenance: The contractor shall be responsible for annual preventive maintenance and inspections on one (1) Laselec MRO-200 Wire Marking Machine, Serial number MRO-12010 during LEAD duty hours and in accordance with the Appendix A, Major Preventative Interventions, along with the LASELEC Operation and Maintenance Manual for Model MRO-200 (see section 6.0) as well as the OEM specifications. Government personnel will still conduct weekly and monthly preventive maintenance and will continue to have the ability to perform in-house maintenance on the Laselec MRO-200 Wire Marking Machine, Serial number MRO-12010 or related equipment listed in this PWS. If during a site visit the contractor identifies a damaged component, it will be changed on-site, if possible, and the service will be documented in the Service Engineer's report that will be supplied to the COR within 5 business days of Preventative Maintenance. 100% of all mechanical, pneumatic, electric and electronics parts are covered under Annual Preventive Maintenance, whereas consumable parts are covered under CLIN 0003.

5.2 On-site Service and Support: The contractor shall provide on-site service and support to repair the Laselec MRO-200 Wire Marking Machine, Serial number MRO-12010. Travel tickets for any additional visits will be charged under on-site service and support. Travel tickets include rental car, lodging, round-trip airfare, and food. Food and Lodging will be charged IAW the Joint Travel Regulations PER DIEM found at <http://www.defensetravel.dod.mil/site/perdiemCalc.cfm>. Each On-Site Service and Support visit shall be approximately two days in duration to allow for evaluation and repair. The contractor shall be responsible for furnishing all parts necessary to 100% repair within the same visit. If the contractor determined additional parts are necessary after on-site evaluation, the necessary parts are still required within the same visit. If an additional day is necessary for 100% repair, it shall be at no additional cost to the Government. The maximum allowable downtime of the equipment is 5 business days.

5.3 Parts Exclusive of Preventative Maintenance: If some components present a risk of obsolescence, the contractor shall inform the government by written notice; the repair of some malfunctions (as a result of obsolete parts) would be billed to the Parts Exclusive of Preventive Maintenance CLIN 0003. Any consumable parts that need to be replaced due to wear and tear will be billed under this CLIN. See Appendix B for consumable parts. Software will be considered as parts. The COR shall approve all parts costing more than fifty dollars (\$50) each. Repair parts shall be billed as actual. Contractor shall provide original part invoice to COR. All Information Technology (IT) hardware and software needed to perform repairs and are specific this MRO-200 Marker shall comply with any and all US Army Information Assurance (IA) standards that are applicable at that point in time. This shall not be construed to mean that the contractor has exclusive rights to supply all parts needed to perform on-site maintenance. The Government reserves the right to procure parts required for maintenance performed in-house by most advantageous means.

5.4 Telephone Support: Telephone assistance with a product or software incident shall be offered at no additional charge to the during normal office working hours on working days and non bank holidays. This over the phone assistance will allow for a pre-diagnostic of the situation and may enable the technical correspondent to carry out small interventions. Software correction assistance and software updating assistance shall be supplied by the contractor. If diagnosis can be made by phone support but replacement parts are still required for 100% repair, parts will be ordered off the Parts Exclusive of Preventive Maintenance CLIN 0003. Lead time for shipment will be 2-3 business days from parts request.

5.5 Training: If preventative maintenance or a repair can be performed in one day, the contractor shall perform operator and maintenance training during the remaining time at no additional cost to the government.

5.6 Calibration: If any calibration is performed, a sticker with the date performed and expiry date shall be attached to the equipment.

5.7 Lead Time: Upon request, the Contractor shall carry out the servicing of the equipment within a maximum period of 4 working days.

5.8 Warranty: Repair parts will be Original Equipment Manufacturer (OEM) parts and all furnished parts will have a minimum of one year warranty commencing on the date of installation, with the exception of consumables parts

5.9 CONTRACTOR MANPOWER REPORTING (CMR): The Office of the Assistant Secretary of the Army (Manpower & Reserve Affairs) operates and maintains a secure Army data collection site where the Contractor shall report ALL Contractor manpower (including subcontractor manpower) required for performance of this contract. The contractor shall completely fill in all the information in the format using the following web address <https://www.ecmra.mil/Login.aspx>. The required information includes: (1) Contracting Office, KO, Contracting Officer's Technical Representative (COTR) or also known as the Contracting Officer's Representative (COR); (2) Contract number, including task and delivery order number; (3) Beginning and ending dates covered by reporting period; (4) Contractor's name, address, phone number, e-mail address, identity of Contractor employee entering data; (5) Estimated direct labor hours (including sub-Contractors); (6) Estimated direct labor dollars paid this reporting period (including sub-Contractors); (7) Total payments (including sub-Contractors); (8) Predominant Federal Service Code (FSC) reflecting services provided by Contractor (and separate predominant FSC for each sub-Contractor if different); (9) Estimated data collection cost; (10) Organizational title associated with the Unit Identification Code (UIC) for the Army Requiring Activity (the Army Requiring Activity is responsible for providing the Contractor with its UIC for the purposes of reporting this information); (11) Locations where Contractor and sub-Contractors perform the work (specified by zip code in the United States and nearest city, country, when in an overseas location, using standardized nomenclature provided on website); (12) Presence of deployment or contingency contract language; and (13) Number of Contractor and sub-Contractor

employees deployed in theater this reporting period (by country). As part of its submission, the Contractor shall provide the estimated total cost (if any) incurred to comply with this reporting requirement. Reporting period shall be the period of performance not to exceed 12 months ending September 30 of each government fiscal year and must be reported by 31 October of each calendar year. Contractors may use a direct XML data transfer to the database server or fill in the fields on the website. The XML direct transfer is a format for transferring files from a Contractor's system to the secure website without the need for separate data entries for each required data element at the website. The specific formats for the XML direct transfer may be downloaded from the website.

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

OCCUPATIONAL SAFETY AND HEALTH ADMINISTRATION (OSHA)
 29 CFR 1925 Safety and Health Standards for Federal Service Contracts
 29 CFR 1910 Occupational Safety and Health Standards
 (Copies may be obtained at www.osha.gov)

LETTERKENNY ARMY DEPOT (LEAD)
 LEAD-R 385-1 Safety and Occupational Health Program
 (Copies may be obtained from LEAD Directorate of Contracting, Bldg. 2)

LEAD-P 385-4
 Requirements for Security, Safety, and Fire Prevention for Contractors Performing Work on LEAD

AR 385-10
 The Army Safety Program

LASELEC Operation and Maintenance Manual for Model MRO-200

TECHNICAL EXHIBIT 2

Deliverables Schedule

Deliverable	Frequency	Number of Copies	Medium/Format	Submit To
1.4.5.2 AT LEVEL 1 Awareness Training	Complete within 30 calendar days of contract start date and within 30 days	1	Electronic or hard copy of completion statement	Submit proof of training to COR

	of new employee start date			
1.4.5.3 iWATCH Training	Complete within 30 calendar days of contract start date and within 30 days of new employee start date	1	Electronic or hard copy of completion statement	Submit proof of training to COR
1.4.5.4 OPSEC Training	Complete within 30 calendar days of contract start date and within 30 days of new employee start date	1	Electronic or hard copy of completion statement	Submit proof of training to COR
5.1 Service Engineer's Report	Within 5 Business Days of Preventative Maintenance	1	Electronic or hard copy	Submit to COR
5.9 Contractor Manpower Reporting (CMR)	Annually	1	Electronic	CMR Website (see 5.3)