

PERFORMANCE WORK STATEMENT (PWS)

Medical Laboratory Testing and Analysis Services

1.1 General:

1.2 Scope: The contractor shall provide all personnel, equipment, tools, materials, supervision, and quality control necessary, except as specified in Paragraph 3.1 as Government Furnished, to provide Medical Laboratory Testing and Analysis Services, as defined in this PWS

1.3 Background: The 164th Airlift Wing, Air National Guard, Memphis, TN has a need for the establishment of an Indefinite Delivery Indefinite Quantity (IDIQ) for Medical Laboratory Testing and Analysis Services. These services will be acquired by placing task orders against a IDIQ.

1.4 Period of Performance (PoP): shall be a base period and ***four (4) option period of 12 months each.***

1.5 General Information:

1.5.1.1 Recognized Holidays: The following are recognized US holidays. The contractor ***shall not*** perform services on these days:

1.5.1.2 New Year's Day: January 1st

1.5.1.3 Martin Luther King, Jr.'s Birthday

1.5.1.4 President's Day

1.5.1.5 Memorial Day

1.5.1.6 Independence Day: July 4th

1.5.1.7 Labor Day

1.5.1.8 Columbus Day

1.5.1.9 Veteran's Day: November 11th

1.5.1.10 Thanksgiving Day

1.5.1.11 Christmas Day

1.4.4 Place and Performance of Services: The contractor shall provide services between the hours of **0730-1630** on ***Sunday through Saturday***, except on recognized US holidays or when the Government facility/installation is closed due to local or national emergencies, administrative closings, or similar Government-directed facility/installation closings. Performance shall be at **4593 Swinnea Road, Building 4575, Memphis, TN 38118-7101**

1.4.5 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.

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

1.4.5.2 The contractor's employees shall become familiar with and obey the regulations of the installation; including fire, traffic, safety and security regulations while on the installation. Contractor employees should only

enter restricted areas when required to do so and only upon prior approval. All contractor employees shall carry proper identification with them at all times. The contractor shall ensure compliance with all regulations and orders of the installation which may affect performance.

1.4.5 Security Requirements. The contractor shall comply with all applicable installation/facility access and local security policies and procedures, which may be obtained from the Contracting Officer's Representative (COR). The contractor shall also provide all information required for background checks to meet installation access requirements to be accomplished by installation Provost Marshal Office, Director of Emergency Services or Security Office. The contractor shall ensure compliance with all personal identity verification requirements as directed by DOD, HQDA and/or local policy. Should the Force Protection Condition (FPCON) change, the Government may require changes in contractor security matters or processes.

1.4.5.1 COMSEC/IT Security. All communications with DOD organizations are subject to communications security (COMSEC) review. All telephone communications networks are continually subject to intercept by unfriendly intelligence organizations. DOD has authorized the military departments to conduct COMSEC monitoring and recording of telephone calls originating from, or terminating at, DOD organizations. Therefore, the contractor is advised that any time contractor place or receive a call they are subject to COMSEC procedures. The contractor shall ensure wide and frequent dissemination of the above information to all employees dealing with DOD information. The contractor shall abide by all Government regulations concerning the authorized use of the Government's computer network, including the restriction against using the network to recruit Government personnel or advertise job openings.

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

1.4.5.3 Combating Trafficking in Persons: The United States Government has adopted a zero tolerance policy regarding trafficking in persons. Contractors and contractor employees shall not engage in severe forms of trafficking in persons during the period of performance of the contract; procure commercial sex acts during the period of performance of the contract; or use forced labor in the performance of the contract. The Contractor shall notify its employees of the United States Government's zero tolerance policy, the actions that will be taken against employees for violations of this policy. Such actions may include, but are not limited to, removal from the contract, reduction in benefits, or termination of employment. The Contractor shall take appropriate action, up to and including termination, against employees or subcontractors that violate the US Government policy as described at FAR 22.17.

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. Monday through Friday, unless specified otherwise.

2.2 ACRONYMS:

AEI	
AFARS	Army Federal Acquisition Regulation Supplement
AR	Army Regulation
AT/OPSEC	Antiterrorism/Operational Security
CFR	Code of Federal Regulations
CES	Civil Engineering Squadron
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

GFP/M/E/S	Government Furnished Property/Material/Equipment/Services
IA	Information Assurance
hp	horse power
IS	Information System(s)
KO	Contracting Officer
LRS	Logistics Readiness Squadron
OCI	Organizational Conflict of Interest
ODC	Other Direct Costs
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
TE	Technical Exhibit

3.1 Government Furnished Property, Material, Equipment and Services (GFP/M/E/S): The Government will provide the property, material, equipment, and/or services listed below solely for the purpose of performance under this contract:

3.2 Property: **NONE**

3.3 Materials: **NONE**

3.4 Equipment: **NONE**

3.5 Services: **NONE**

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

4.0

4.1 Contractor Furnished Property, Materials, and Equipment (CFP/M/E):

4.2 General: Except for those items specifically stated to be Government-Furnished in Paragraph 3.1, the contractor shall furnish everything required to perform these services as indicated in Paragraph 1.1.

5.0 Requirements:

5.1

- 1. Contractor shall be able to pick up test labs on Sunday through Saturday**
- 2. Contractor shall be able to return all test results no later than two (2) weeks after pick up**
- 3. Contractor shall provide the use of online web access to view results by person**
- 4. The contractors database shall keep a historical data of all tests and allow a singular entry of members in the system.**
- 5. Quantiferon gold (TB blood test) shall be picked up and incubation period completed by contractor.**

5.1.1 If contractor is provided a pick up time, Labs shall be picked up at the front gate or the medical clinic within .5 hour.

5.2 Contractor Manpower Reporting Application (CMRA):

The Contractor shall report ALL contractor Labor Hours (including subcontractor labor hours) required for performance of services provided under this contract for THE USPFO for Tennessee via a secure data collection site. The contractor is required to completely fill in all required data fields using the following web address: <https://www.ecmra.mil/>

Reporting inputs will be for the labor executed during the period of performance during each Government Fiscal Year (FY) which runs from October 1 thru September 30. While inputs may be reported any time during the FY, all data shall be reported no later than October 31 of each calendar year, beginning with 2013. Contractors may direct questions to the helpdesk at <https://www.ecmra>.

Operations Security

Access and General Protection/Security Policy and Procedures. This standard language is for contractor employees with an area of performance within Government controlled installation, facility, or area. The contractor shall comply with all applicable installation/facility access and local security policies and procedures, which may be obtained from the Contracting Officer's Representative (COR). The contractor shall also provide all information required for background checks to meet installation access requirements to be accomplished by the local installation's Security Forces, Director of Emergency Services or local Security Office. The contractor shall ensure compliance with all personal identity verification requirements as directed by DoD, HAF and/or local policy. Should the Force Protection Condition (FPCON) change, the Government may require changes in contractor security matters or processes.

For Contractors that do not require CAC, but require access to a DoD Facility and/or Installation. Contractor and all associated sub-contractors employees shall comply with adjudication standards and procedures using the National Crime Information Center Interstate Identification Index (NCIC-III) and Terrorist Screening Database (TSDB) (AFI 31-101 and AFI 10-245), 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.

**ATTACHMENT 1:
PERFORMANCE REQUIREMENTS SUMMARY**

Quality Assurance Surveillance Plan (QASP):

Rating	Description
Green	Yes, performance and technical specifications are being met at AQL and timely
Yellow	Yes, performance and technical specifications are currently being met at the minimum AQL, but the following services / deliverable requires contractor attention.
Red	No, performance and technical specifications are not being met at AQL and the following services / deliverable needs immediate contractor resolution

Performance Objective (The Service required- usually a will statement)	PWS Paragraph	Performance Threshold	Deliverable Completed	Acceptable Quality Level (AQL) COLOR	Performance Objective (The Service required- usually a will statement)	PWS Paragraph
Pick Up Labs	5.1 (1)	Contractor will pick up test labs as specified 98% of requirements must be met.	Monthly or As Needed	Green	Yellow Requires Comment	Red Requires Comment
Return Labs	5.1 (2)	Contractor will return all test results as specified 98% of requirements must be met	Monthly or As Needed	Green	Yellow Requires Comment	Red Requires Comment
Online Web Access	5.1 (3)	Contractor will provide use of online web access as specified 98% of requirements must be met	Monthly or As Needed	Green	Yellow Requires Comment	Red Requires Comment
Database	5.1 (4)	Contractor will provide a database to keep historical data as specified 99% of requirements must be met	Monthly or As Needed	Green	Yellow Requires Comment	Red Requires Comment
Incubation Period	5.1 (5)	Contractor will perform incubation period as specified 98% of the time.	Monthly or As Needed	Green	Yellow Requires Comment	Red Requires Comment
Pick up Time	5.1.1	Contractor will pick up labs at specified location and time as specified 99% of the time.	Monthly or As Needed	Green	Yellow Requires Comment	Red Requires Comment

ATTACHMENT 2: QUALITY ASSURANCE MONITORING FORM

YELLOW AND OR RED COMMENTS:

Attachments: ☐ Yes or ☐ No (Choose One)

Acknowledgement of yellow and red concerns:

☐ Monthly or ☐ As Needed (Choose one) REVIEW for:

Contract Number: _____

Task Order Number: _____

Contractor: _____

Period of Performance: _____

NTP Date: _____

POP Start Date: _____

POP End Date: _____

COR Name: _____

COR Signature:

LOCATION: _____