

## Performance Work Statement (PWS)

### Maintenance and Repair of Miscellaneous Food Processing (MFP) Equipment

#### 1 Introduction

Maintenance and repair of MFP equipment at various Defense Commissary Agency (DeCA) locations.

#### 1.1 Scope

Provide Preventive Maintenance (PM) and unscheduled repair of MFP equipment, as identified, located at DeCA commissaries.

#### 1.2 Definitions

A. Contractor: The party to a contract who is responsible for providing the contracted services.

B. Material(s)/Part(s): Includes all items which enable the equipment listed to operate IAW manufacturer's recommendations. Such items may include but are not limited to: Central Processing Units (CPU), chains, belts, hoses, horizontal slicer blades and various fluids part(s) or material(s). Replacement material(s) shall be OEM compliant, new out of the box, which will allow warranty to stay intact.

C. Trip charge shall be defined as the round trip travel needed to complete a service call from the home office or service center whichever is closest to the commissary and return to the home office or service center. Contractor may bill for a trip charge for calls made by the stores for estimates that do not ultimately result in a repair. Trip charges shall be firm fixed price and do not apply to PM services.

D. Preventive Maintenance: Scheduled preventive maintenance (PM) procedures consist of a complete operational check and service of designated equipment to ensure it is maintained in its intended operating condition according to the attached PM checklist. Labor and supply (lubricants, consumables, bench stock) costs incurred by the contractor in performing PM shall be included in the scheduled PM cost and shall not be charged or reimbursed separately.

E. The PM process may result in the identification of components which require repair or replacement due to wear and tear, safety, or imminent failure. All labor and repair parts for additional repairs, as identified during the PM process shall be reported to the store and handled in the same manner as repair parts procedures in Section 3 of this PWS.

F. MFP Equipment: For coverage purposes this PWS will cover the following types of equipment:

Repair and PM:

- Saw, meat, band type, DeCA Commissary Equipment Description (CED) 1M18.
- Mixer / Grinder Systems, Single, DeCA CED 1M20-A.
- Mixer / Grinder Systems, Tandem DeCA CED 1M20-B.
- Mixer / Grinder, Industrial, DeCA CED 1M20-HV.
- Oven, rotary, roll-in, single rack, electric, DeCA CED 1B12-A.
- Oven, rotary, roll-in, single rack, gas, DeCA CED 1B12-B.
- Oven, mini-rotary, with proofer, DeCA CED 1B15.
- Oven, roll in rack, double rack, electric, DeCA CED 1B13-A
- Oven, roll in rack, double rack, gas, DeCA CED 1B13-B

Repair Only:

- Rotisserie oven, DeCA CED 1D09.
- Conveyor, meat, portable, inclined, DeCA CED 1M10.
- Chopper, meat, table model, DeCA CED 1M14.
- Molder / bulker, meat, attachment, DeCA CED 1M16.
- Tenderizer, meat, table model, DeCA CED 1M34.
- Horizontal slicer, meat cleaver, DeCA CED 1M37.
- Slicer, meat, automatic, DeCA CED 4SMA.
- Proofer, roll-in, one door, DeCA CED 1B20-A.
- Proofer, roll-in, two door, DeCA CED 1B20-B.

Not all equipment types listed will be at each location.

Quantities are only provided for items that require PM. This is done since PMs are provided on a regular basis at a Firm Fixed Price. A contract modification is required to change the equipment quantity for each store. Contractor will assume full financial responsibility for PMs performed on equipment above totals listed on the equipment inventory attachment provided (see Attachment A).

Quantities for equipment requiring repair only are not provided. As long as the equipment count matches the count in the contract, repairs are authorized.

### **1.3 Key Government Positions**

A. Contracting Officer (KO): An individual with the authority to enter into, administer, and/or terminate contracts and make related determinations and findings. The term includes certain authorized representatives of the contracting officer acting within the limits of their authority as delegated by the contracting officer.

The KO for this contract is shown on page 1 of the contract.

B. Contracting Officer's Representative (COR): An individual designated and authorized in writing by the contracting officer to perform specific technical or administrative functions. When the term COR is used elsewhere in this contract, it means the COR as designated by the Contracting Officer.

C. Store Director (SD): An individual responsible for overall commissary operations. When the term SD is used elsewhere in this contract, it means the SD personally or the Acting SD.

D. Equipment Maintenance Team (EMT): A Group responsible for administrative work primarily concerned with analyzing, developing, evaluating, or promoting improvements in the policies, plans, methods, procedures, systems, or techniques of an equipment/maintenance program.

The Headquarter (HQ) EMT for this contract are:

DeCA HQ Equipment Maintenance Team, [EquipmentMaintenanceTeamMembers@deca.mil](mailto:EquipmentMaintenanceTeamMembers@deca.mil)

## **2 General Requirements**

Contractor shall provide labor, supervision, equipment, tools, materials, parts, transportation of employees, permits and other items to perform the various services as identified in this PWS. The contractor shall have access to current technical manuals required to perform the services as stated in this PWS.

At time of award and throughout the duration of this contract, the contractor shall ensure that contractor personnel completely understand the requirements of this PWS. Contractor service technicians shall have certification(s) to service all equipment covered in this PWS and must provide evidence of such certification(s) if requested by the Contracting Officer or COR. Service technicians shall have a sound mechanical aptitude, ability, and an extensive working knowledge of troubleshooting, diagnosing, and repairing of the equipment included in this PWS.

### **2.1 Non-Personal Services**

The government shall neither supervise contractor employees, nor control the method by which the contractor performs the required tasks. Under no circumstances shall the government assign tasks to, or prepare work schedules for individual contractor employees. It shall be the responsibility of the contractor to manage its employees and to guard against any actions that are of the nature of personal services, or give the perception of personal services. If the contractor believes that any actions constitute, or are perceived to constitute personal services, it shall be the contractor's responsibility to notify the KO immediately.

### **2.2 Business Relations**

The contractor shall work to integrate and coordinate activities needed to execute the requirements of this PWS with the COR and with the HQ EMT as dictated in section 3. The contractor shall manage the timeliness, completeness and problem identification of equipment issues. The contractor shall provide corrective action plans, submit quotes, monitor timely identification of issues, and the management of subcontractors if required. The contractor shall seek to ensure customer satisfaction and present a professional and ethical business behavior.

### **2.3 Contract Administration and Management**

The following subsections specify requirements for contract, management and personnel administration.

#### **2.3.1 Contract Management**

The contractor shall establish clear organizational lines of authority and responsibility to ensure effective management of the resources assigned to the requirement. The contractor must maintain continuity between the support operations at corresponding DeCA locations, the headquarter level and the contractor's corporate offices.

### **2.3.2 Contract Administration**

The contractor shall establish processes and assign appropriate personnel resources to effectively administer the requirements of this contract. The contractor shall respond to government requests for contractual actions within the time constraints as dictated in section 3. The contractor shall have a single Point of Contact (POC) identified between the government and contractor assigned to support this contract. The contractor shall assign/direct the work effort and maintain proper and accurate time keeping records of personnel assigned to work on this requirement. The contractor shall ensure DeCA email addresses are readily available to prevent any loss or delay in communications.

### **2.4 Subcontract Management**

The contractor shall be responsible and accountable for subcontractor performance on this requirement. The prime contractor shall manage work distribution to ensure there are no Organizational Conflict of Interest (OCI) considerations. Contractors shall notify the KO prior to adding subcontractors to their team.

### **2.5 Contractor Personnel**

The following subsections specify requirements for contractor personnel.

#### **2.5.1 Personnel Training**

The contractor shall accomplish the assigned work with qualified personnel with appropriate combinations of education, training, and experience.

#### **2.5.2 Consumption or Use of Government Property**

The contractor shall not permit contractor personnel to consume or use government-owned resale items or any government-owned equipment or supplies that are not specifically provided for contractor use under this contract.

#### **2.5.3 Use of Alcoholic Beverages/Drugs**

The contractor shall not permit contractor employees to work under the influence of alcoholic beverages, cannabis, illegal drugs, or controlled substances. Contractor personnel are prohibited from using alcoholic beverages, cannabis, illegal drugs or controlled substances while on-duty.

#### **2.5.4 Removal of Employees for Cause**

The contractor shall immediately bar a contractor employee(s) for the following actions: deliberate destruction or mishandling of government, patron or vendor property; theft; use of alcoholic beverages; cannabis, illegal drugs or use of controlled substances; performance of work in other than a skillful manner; displaying disruptive/unacceptable behavior (e.g., abusive, demeaning, foul or threatening language and/or fighting) and willful violations of safety standards by contractor personnel. Removal of any employees for such cause shall not constitute a valid basis for non-performance of contract services or a claim for additional compensation. The contractor shall provide written notification to the KO regarding this action.

#### **2.5.5 Installation Access**

The contractor shall be responsible for obtaining installation access as required for all contractor employees authorized to work at the site specifically for this contract. Any government furnished identification shall be returned to the government when the contractor employee no longer works for the contractor at this installation or at the end of the contract, whichever comes first. Military, retired or dependent identification cards are not authorized for use as a means to access the base for performance on this contract. Additionally, see Federal Acquisition Regulation (FAR) Clause 52.204-9.

#### **2.5.6. Denial of Installation Access**

Contractor employees may be denied access to the military installation by the installation law enforcement officials if it is determined that such entry may be contrary to good order, discipline or the security of the installation. The installation may bar contractor employees from entering the military installation under the provisions of Title 18, United States Code Section 1382.

#### **2.5.7. Motor Vehicle Registration**

Prior to commencing work, contractor employees shall register their vehicles in accordance with (IAW) the installation motor vehicle registration regulations.

#### **2.5.8. Parking**

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The contractor's employees shall park only in areas designated by the SD or COR.

### **2.5.9. Shopping Privileges**

Contractor employees who are authorized to make purchases in commissaries shall show appropriate identification before purchasing commissary items and shall immediately remove the item(s) purchased from the commissary through the main exit door. Contractor employees with commissary privileges shall shop in the commissary only when they are off-duty. Contractor personnel with commissary privileges shall not purchase merchandise for consumption by other personnel or organizations not authorized to shop in the commissary.

### **2.5.10 Identification of Contractor Personnel**

Contractor personnel shall be easily recognizable by wearing distinctive clothing bearing the name of the company and/or company identification. Contractor personnel shall wear required government furnished badge at all times during performance of this contract. Contractor personnel must use Personal Protective Equipment (PPE) as required IAW OSHA 29 Code of Federal Regulations (CFR) 1910.132 to include changes thereafter.

## **2.6 Location and Hours of Performance**

The following subsections specify requirements for location and hours of work.

### **2.6.1. Location of Work**

The COR will provide a safe work area for the contractor to perform PM or repair services. Though on-site work is required, in the event that it is not feasible, authorization will be obtained by the COR, from the HQ EMT, who will coordinate the transfer of the equipment with DeCA Property Accountability Division (LELP). The COR will have the vendor complete a DeCA Form 40-108 for equipment removed from the installation. The DeCA Form 40-108 will be forwarded by HQ EMT to the appropriate POC in the property accountability branch for record keeping purposes. The contractor will notify the COR when equipment will be off-site for a duration exceeding seven (7) calendar days. The COR will coordinate with HQ EMT if backup equipment is not readily available at the store and determine a plan of action.

### **2.6.2. Contractor Hours of Work**

The hours of performance will be Monday through Friday, 8:00 a.m. to 5:00 p.m. local time at the store, excluding federal holidays. Refer to the Office of Personnel Management (OPM) website (<http://www.opm.gov/>) for a listing of federal holidays. Hours shall be recorded and invoiced in 15 minute increments from the time the contractor enters the Commissary until the contractor exits the Commissary.

### **2.6.3. Call Center**

Prior to start of contract performance, the contractor will provide a phone number to the stores listed on the contract. The contractor shall respond at this phone number for service calls during hours of performance. All calls for service will be made to the call center.

### **2.6.4 Closing for Inclement Weather or Emergency Conditions**

In the event that inclement weather or other emergency conditions force commissary closure, the COR and contractor's POC will agree upon the method by which the contractor's POC will receive notification about closures or delayed reporting times. The contractor shall provide service as long as the commissary remains open.

## **3 Performance Requirements**

The following section specifies the performance objectives and performance elements for the contract.

### **3.1 Perform preventive maintenance for miscellaneous food processing equipment.**

#### **Performance Standards**

**3.1.1. Standard:** COR shall coordinate with Contractor date/time of all PMs.

**3.1.2. Standard:** COR shall coordinate date/time of initial PM with the Contractor within 15 calendar days of award. Contractor shall complete initial PM within 30 days of contract award.

**3.1.3. Standard:** PMs shall be performed quarterly on equipment IAW section 1.2 subsection D. Completed PM shall comply with federal, state and local laws, regulations, OSHA and DeCA standards. PMs shall include: labor, parts, expendables, fluids and trip charges to perform the requirements listed in the PM checklist.

**3.1.4. Standard:** Repairs discovered during a PM shall be reported to the COR. Repairs costing less than \$1,000, excluding trip charge, shall be approved by the COR. Repairs exceeding \$1,000, excluding trip charge, shall be made with the approval from DeCA HQ Equipment Maintenance Team (EMT). COR is responsible for obtaining HQ EMT approval for all repairs exceeding \$1,000, excluding trip charge and notifying the contractor upon receipt of approval.

**3.1.5. Standard:** Maintain cleanliness of area to include: disposal of hazardous materials IAW applicable local, state and federal regulations. Nonhazardous materials shall be disposed of only in designated on-site area(s).

**3.1.6. Standard:** Provide service ticket with a PM checklist to the COR at time of PM services being rendered. Service ticket and PM Checklist shall be signed by contractor and the COR with a copy left at the location and the original to be maintained by the contractor. The signed documents shall be attached to the invoice in Procurement Integrated Enterprise Environment (PIEE).

### **3.2 Repair miscellaneous food processing equipment.**

#### **Performance Standards**

**3.2.1. Standard:** Respond to service call and provide a signed repair quote to the COR within 16 working hours after receiving call from COR. Repairs costing over \$1,000, excluding trip charge, shall be made with the approval from DeCA HQ Equipment Maintenance Team (EMT); repairs less than \$1,000, excluding trip charge, shall be approved by the COR. COR is responsible for obtaining HQ EMT approval for all repairs exceeding \$1,000, excluding trip charge. No more than 3 delinquent responses per store per contract year.

**3.2.2. Standard:** Contractor shall coordinate with COR date/time of all repairs.

**3.2.3. Standard:** Perform approved repairs within 7 working days. Completed repairs shall comply with federal, state and local laws, regulations, OSHA and OEM standards. Contractor shall provide parts/warranty documents upon submission of service ticket.

**3.2.4. Standard:** Justification for a second technician shall be in writing and approved by the DeCA HQ EMT before work is performed. COR is responsible for obtaining HQ EMT approval for a second technician.

**3.2.5. Standard:** Contractor shall provide a 30 day warranty on replacement part(s) installed on the equipment. The contractor shall repair the equipment at no additional cost to the government if same replacement part(s) fail within 30 days after maintenance has been performed.

**3.2.6. Standard:** Contractor shall provide a 30 day labor warranty on repairs conducted on equipment. Additional labor, part(s) and trip charges shall not be applied for the same repair on the same piece of equipment within a 30 day period.

**3.2.7. Standard:** Maintain cleanliness of area to include disposal of hazardous materials IAW all applicable local, state and federal regulations. Nonhazardous materials shall be disposed of only in designated on-site area(s).

**3.2.8. Standard:** At the time of completion for each repair the service ticket shall be signed by both the COR and the contractor representative. A copy of the signed service ticket shall be given to the COR and the original shall be maintained by the contractor. The contractor shall attach the signed service ticket to invoice in PIEE.

**3.2.9. Standard:** The contractor shall not bill the Government for an additional trip charge for contractor oversights, such as responding to the service call without the tools and commonly used parts as referenced in section 1.2, subsection B.

**3.2.10. Standard:** No more than 3 calls per month for repairs on one piece of equipment, except when authorized by a HQ EMT. COR is responsible for obtaining HQ EMT approval.

### **3.3 Provide service ticket, invoice and service history for miscellaneous food processing equipment covered by the contract.**

#### **Performance Standards**

**3.3.1. Standard:** Furnish completed service ticket for each repair and PM provided at the time the service is rendered to the COR. Service ticket shall be signed by both the service technician and the COR upon completion of the service. A copy of the signed service ticket shall be left at the location and the contractor shall maintain the original copy. At a minimum, the ticket shall include:

- DeCA Location
- Service ticket number/job order number
- DeCA bar code
- Serial number
- Manufacturer
- Item Description
- Description of malfunction and work/service performed
- Labor rate, parts, and trip charges
- Date of service & time service started and ended
- Signed documents shall be attached to the invoice in PIEE

**3.3.2. Standard:** Submit combo invoice and attach supporting documents to include the service ticket, PM checklist and parts receipts, in PIEE no later than seven (7) calendar days after service is rendered.

#### **4 Required Documentation**

The contractor shall provide the required documentation as specified by the government. Delivery schedule for the following required documentation shall be completed as outlined in PWS section 3.

PM Checklist (3.1.6)  
Signed service ticket (3.1.6 and 3.2.8)  
Warranty documents (Part(s)/Material(s)) (3.2.5)  
PIEE Invoice (3.3.3)

#### **5 Special Requirements**

This section describes the special requirements for this effort. The following sub-sections provide details of various considerations on this effort.

##### **5.1 Safety**

The contractor shall comply with applicable OSHA, DOD, DeCA and installation safety regulations.

OSHA: <https://www.osha.gov/>

DOD: <http://www.dtic.mil/whs/directives/corres/ins1.html>

DeCA: [http://www.commissaries.com/inside\\_deca/publications/directives/directives\\_index.cfm](http://www.commissaries.com/inside_deca/publications/directives/directives_index.cfm)

##### **5.2 Security of Property**

The contractor shall be responsible for safeguarding property while in the contractor's possession. A government representative will designate entrances and exits for contractor personnel to use in the commissary. At the close of each work period, the contractor shall return government equipment and materials provided for contractor's use to the proper designated location.

##### **5.3 Accident Reporting**

The contractor shall report accidents immediately to the COR or on-duty government manager. Accidents resulting in death, traumatic injury, occupational illness or damage to government property incident to work performed under this contract shall be reported on DeCA Form 30-301 IAW DeCAM 30-17.1, Chapter 6 and Appendix E. A copy of the accident report shall be maintained by the contractor and the COR or on-duty government manager. Such notification shall be as soon as practicable, but in no case later than the next business day following the accident.

The DeCA Form 30-301 and DeCAM 30-17.1 can be found at

[http://www.commissaries.com/inside\\_deca/publications/directives/directives\\_index.cfm](http://www.commissaries.com/inside_deca/publications/directives/directives_index.cfm)

#### **6 Government Furnished Materials**

This section describes the special requirements for this effort. The following sub-sections provide details of various considerations on this effort.

##### **6.1 Utilities**

The government will provide the utilities necessary to perform operations required by this contract.

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## **6.2 Telephone**

The government will provide access to local telephone service (installation and surrounding community). The local service is limited to use for official business only (government business and emergencies).

## **7 Environmental Requirements**

The contractor shall comply with environmental requirements listed below as mandatory and referenced under paragraph 3, Performance Requirements. The contractor shall comply with applicable OSHA, DOD, DeCA and Installation environmental regulations.

### **7.1 Mandatory Compliance**

Lubricating oils shall be food grade and contain at least 42% bio-based content.