

**PERFORMANCE WORK STATEMENT (PWS)
FOR COMPLETE REPAIR AND MAINTENANCE SERVICES ON
AUTOMATED STORAGE AND RETRIEVAL SYSTEMS (ASRS)
- MODULA VERTICAL LIFT MODULES -
FOR DLA DISTRIBUTION
DLA DISTRIBUTION ALBANY, GA**

SECTION 1 GENERAL CONDITIONS AND REQUIREMENTS

This Section provides general information relating to the conditions of operation and general requirements relating to the maintenance services performed for Defense Logistics Agency (DLA) Distribution Albany, GA.

1.0 INTRODUCTION

A. Background. The Defense Logistics Agency (DLA) is a United States (U.S.) Department of Defense (DoD) agency that provides worldwide logistics support for the missions of the Military Departments and the Unified Combatant Commands under conditions of peace and war. The primary mission of DLA is to provide supplies and services to the United States military forces worldwide.

B. DLA Distribution Albany possess ASRS equipment, four (4) Modula Vertical Lift Modules (VLMs) which require preventive and corrective maintenance services to ensure operational availability. The maintenance services shall include two types of service: scheduled Preventive Maintenance (PM) and on-call, unscheduled Corrective Maintenance (CM). The VLM PM and CM Tasks List is provided only as a guide to define the preventive maintenance requirements. Any OEM-issued PM and/or CM Tasks List supersedes any PWS attachments. The Quality Assurance Surveillance Plan (QASP) is given to provide standard, work quality metrics to measure and evaluate vendor maintenance work performance. The Equipment List, the Tasks List and the QASP are subject to change by the Government when equipment addition(s) and/or deletion(s) are required due to equipment disposal, replacement, or new equipment acquisition. Modula VLM equipment will be added to the maintenance requirements of this contract after cessation of individual equipment, OEM warranty periods. DLA will issue a separate competitive procurement for the acquisition of any new equipment. All uses of the Modula VLMs shall be locally operated as standalone only, not connected to any network including the Internet and wireless, and all Bluetooth capabilities associated with the VLMs must be disabled.

C. TERMS AND ACRONYMS: DoD DICTIONARY

The DoD Dictionary of definitions and terms is available on the Internet at:
http://www.jcs.mil/Doctrine/dod_dictionary/.

- The term “Contractor” as used in this PWS refers to any Contractor or Sub-Contractor personnel performing services for this contract.

1.1 GENERAL OPERATING CONDITIONS

1.1.1 PERIOD OF PERFORMANCE

The period of performance for this Contract shall be for a base year-long performance period and two optional year-long performance periods.

1.1.2 PLACE OF PERFORMANCE

Maintenance services shall be performed at DLA Distribution Albany, Georgia site. Please see Equipment List attachment for equipment models and locations.

1.1.3 INTERACTIONS WITH OTHER GOVERNMENT ORGANIZATIONS

A. The Contractor's primary interaction with the Government shall be through the Contracting Officer (KO), the Contracting Officer Representative (COR) and site Technical Points of Contact (TPOCs). The COR will perform the following:

1. Perform quality assurance evaluations of the Contractor's performance.
2. Provide the primary interface between the Contractor and the host installation and DLA Headquarters.
3. Perform other inherently governmental functions or other functions not part of this support services.

1.1.4 FEDERAL HOLIDAYS

A. Federal holidays generally observed by the Government include:

Observed Federal Holidays	
New Year's Day	Martin Luther King Day
Presidents Day	Memorial Day
Juneteenth	Independence Day
Labor Day	Columbus Day
Veterans Day	Thanksgiving Day
Christmas Day	

B. In the event an Executive Order issued by the President of the United States declares Agencies of the Federal Government closed for a regularly scheduled workday, the KO or COR will determine and advise the Contractor on whether services are required for that day.

1.1.5 CORE DUTY HOURS AND INSTALLATION ACCESS

A. Core duty hours and access to stated Government locations are from 0630 – 1500 hrs (6:30 AM – 3 PM) local time.

B. BASE ACCESS

1. The Contractor must obtain base access credentials for personnel performing work

immediately after contract award. Please see the following credential procedures:

2. Contractor shall reference FAR Part 52.228.5 titled, "Insurance-Work on a Government Installation", for the purpose of this contract project.

3. Contractors who need access to the naval site should visit -

https://www.cnmc.navy.mil/regions/cnrma/om/contractor_verification_system.html.

Common Access Card (CAC)s are issued to all active duty, military members, reserve, National Guard, DoD civilians, non-DoD/other government employees, and state employees of National Guard and eligible DoD contractors who need access to DoD facilities or DoD computer network systems. CACs are issued at ID card issuance offices. The RAPIDS Site Locator provides a listing of those offices. Some ID card issuances offices offer appointments using the Appointment Scheduler at <https://www.cac.mil>.

4. The Contractor or any representative of the Contractor entering DOD locations to perform contract requirements shall abide by all security regulations and may be subject to security checks. Contractor personnel and property shall be subject to search and seizure upon entering, while on, and upon leaving the DOD locations pursuant to installation regulations. Contractor personnel shall always conduct themselves, IAW acceptable business decorum. The Contractor shall remove any individual from the site whose continued presence or employment on this contract is deemed by the Government to be contrary to the public interest, deemed to adversely affect health, morale, welfare, or good order and discipline on the installation, or inconsistent with the best interests of national security. The Installation Commander has the authority to bar individuals from the host installation IAW USC Title 18, Crimes and Criminal Procedure, Part I, Crimes, Chapter 67, Military and Navy, Section 1382.

5. The Contractor shall not allow any employee who is under the influence of alcohol, drugs, or any other incapacitating agents to enter the host installation to attempt to perform any work under this contract.

6. The Contractor shall coordinate with the Government for access to the designated DLA compounds. **NO KEYS WILL BE ISSUED TO THE CONTRACTOR.** The Contractor shall be accompanied to all, including restricted access, areas by an authorized Government employee.

7. ROSTER

The Contractor shall submit to the local Government POC, a roster identifying all Contractor personnel who will be performing under this contract and require installation access. The roster shall contain the following information about each employee. An updated roster and individual information shall be provided to the Government when any Contractor personnel changes occur.

- a) Name (last, first, middle initial), aliases
- b) Status (type of employment)
- c) Name of company

d) Office Phone

The roster shall be furnished to the Government within one (1) month from the date of contract award; before any support services are performed. The Contractor shall provide an updated roster and individual information to the Government within two (2) working days of the date when any Contractor personnel changes occur. The prompt submission of this information will keep to a minimum any delay and inconvenience to the contractor and employees in performance of the contract.

C. Due to changing traffic requirements brought on by construction, changing missions, and security concerns within the installation, access to the installation is subject to change, sometimes with little or no warning. Inbound and outbound traffic restrictions may exist.

1.2 RESOURCE REQUIREMENTS

1.2.1 AUTHORIZED PERSONNEL

A. GOVERNMENT PERSONNEL

1. Contracting Officer Representative (COR) - A DLA employee shall be appointed to serve as COR. Contact information will be provided to the Contractor upon contract award.
2. Technical Point of Contract (TPOC) – A DLA employee shall be appointed to serve as TPOC. Contact information will be provided to the Contractor upon Contract award.
3. Changes to authorized personnel will be provided to the Contractor via a modification issued by the KO.

B. CONTRACTOR PERSONNEL

1. Contract Manager - The Contractor shall designate a Contract Manager who will have full authority to act for the Contractor on all matters relating to Contractor performance under this contract. The name of this person and an alternate person who shall act for the Contractor when the manager is unavailable shall be designated and submitted in writing to the KO or COR.
2. The Contract Manager shall be available while work is being performed for the duration of the contract. The Contract Manager has the authority to resolve problems, allocate resources, manage personnel, and monitor operation performance taking direction from the Government to ensure complete satisfaction. In the performance of these duties, the Contractor shall possess the basic knowledge and skills required to plan, control, manage, and be responsible for the successful completion of the work and shall be qualified to be the Contractor's on-site supervisor and POC for Government representatives.
3. The Contract Manager shall be able to provide overall supervision for Contractor employees to include, but not limited to, planning and managing the project professionally,

ensuring that work is scheduled properly to obtain maximum use of resources; ensuring that accurate and timely reports are provided; applying effective supervision to prevent inefficient or wasteful methods in the performance of the labor-hour services ordered; ensure cost saving factors and quality controls are used to ensure work is performed as scheduled, and at a fair and reasonable cost.

1.2.2 CONTRACTOR PERSONNEL / QUALIFICATIONS

A. Contractor personnel shall wear required Government furnished badge and be easily recognized. This may be accomplished by Contractor personnel wearing distinctive clothing bearing the name of the company and/or by wearing appropriate badges which contain the company name and employee's name. During performance of the service requirements set forth in this PWS, all Contractor personnel shall introduce themselves or shall ensure they are introduced as Contractor employees. Contractor personnel shall also appropriately identify themselves as contractor employees in telephone conversations and in formal and informal written correspondence.

B. Contractor personnel shall comply with directives pertaining to operation of privately owned vehicles at DLA Distribution and DLA Distribution site.

C. The Contractor shall assure that Contractor technical personnel completely understand the requirements of this Statement of Work. All Contractor service technicians must have sound mechanical aptitude and ability; basic understanding of machinery, both mechanical and electrical; basic understanding of the specific hardware and software utilized by the Automated Storage and Retrieval Systems; and the ability to understand and comprehend technical manuals, drawings, diagrams, and any other technical data supplied by Modula.

D. All Contractor service technicians must have knowledge specific to the diagnosis and repair for the types of equipment included in this PWS and be capable of diagnosis and repair. In this case, where manufacturer's certifications are available, recognized industry standard certifications may not be substituted. All Contractor service technicians must be Modula-certified to provide comprehensive installation and maintenance services to Modula VLM equipment. The Contractor shall maintain a file containing all service technicians' training and certifications and shall make this information available to the COR upon request.

1.2.3 GOVERNMENT-FURNISHED FACILITIES AND SUPPORT SERVICES

A. WORK AREA

The Government will make available during performance of this contract inside workspaces close to equipment location. The Contractor shall be responsible for the orderliness and cleanliness of all areas utilized in the performance of this contract. These areas will be neat and clean, free from fire and safety hazards and unsanitary conditions.

B. UTILITIES

1. The Government will make available at no cost to the Contractor water and electricity for Contractor connection at Government provided work areas. The Contractor shall instruct employees in utilities conservation practices. The Contractor shall be responsible for operating under conditions which preclude the waste of utilities and shall include the following:
2. Lights shall be used only in areas where and when work is being performed.
3. Mechanical equipment controls for heating, ventilation, and air conditioning systems shall not be adjusted by the Contractor or by Contractor personnel in Government areas unless authorized.
4. Water faucets or valves shall be turned off after use.

C. EMERGENCY MEDICAL SERVICES

The Government will provide emergency medical treatment and emergency patient transportation service for Contractor personnel. The Contractor shall reimburse the Government the cost of medical treatment and patient transportation service at the current inpatient or outpatient treatment rate as appropriate.

Telephone number for Urgent Care is: 911.

1.3 SECURITY REQUIREMENTS

1.3.1 ACCOUNTABILITY

A. The Contractor or authorized representative shall submit to the COR a roster identifying all Contractor personnel who will be performing under this contract. The roster shall contain the following information about each employee. An updated roster and individual information shall be provided to the COR when any Contractor personnel changes occur.

1. Name (last, first, middle initial), aliases
2. Status (type of employment)
3. Name of Company
4. Office phone number
5. Home address
6. Date of Birth
7. Length of anticipated employment
8. Citizenship

The roster shall be furnished to the COR within five (5) calendar days after the date of contract award. When any Contractor personnel changes occur, the Contractor shall provide an updated roster and individual information to the COR immediately. The prompt submission of this information will keep to a minimum any delay and inconvenience to the Contractor and Contractor personnel in performance of the contract.

B. All contractor personnel must be US Citizens; **US Citizenship is a personnel requirement.** The Contractor shall comply with all applicable DoD security regulations and procedures during the performance of this contract. Contractor is required to have a National Agency Check with Local Agency Check and Credit Check (NACLIC) as required in accordance with DoD 5220.22-M, "National Industrial Security Program Operating Manual" (NISPOM) and DoD 5200.2-R. The results must be received prior to commencement of work. **A negative NACLIC determination will result in immediate termination of access to the workspace and equipment.** The following addresses those requirements for Security. No Foreign National will be employed on a Government contract requiring access to Government security systems without the consent of the United States Government.

C. The Contractor and employees shall always comply with all site security requirements while on the installation. Contractor personnel must bring personal identification and all completed forms to the Site Security Officer for badge photograph and identification when notified by the COR. Contractor personnel involved in civil crimes and/or other incidents of misconduct may be restricted from entry to the installation. The Contractor is responsible for ensuring all visitor badges are returned within three (3) calendar days of employee termination or contract completion.

D. The Contractor shall prohibit the use of Government issued keys or Electronic Access Cards by any persons other than Contractor personnel. The Contractor shall prohibit the opening of locked areas by Contractor personnel to permit entrance of persons other than Contractor personnel engaged in the performance of assigned work in those areas.

1.3.2 PHYSICAL SECURITY

A. To be compliant with DoD and DLA regulatory guidance, the Contractor shall ensure the physical security of all Government property to assure that any accountable inventory or information in this contract is secured and protected against theft, sabotage or other acts constituting illegal destruction. The Government will not be responsible in any way for damage to the Contractor's supplies, materials, equipment, and property or to Contractor employees' personal belongings that are damaged or destroyed by fire, theft, accident, or other disaster.

B. Contractor personnel and vehicles shall be subject to scheduled and unscheduled inspections by the installation security forces.

1.3.3 OPERATIONAL SECURITY

A. DoD Guidance – OPSEC Training for On-Site Contractors

1. In accordance with the DoD memorandum "Reinforcing Operations Security and the Importance of Preventing Unauthorized Disclosures," dated 20 July 2020, "all DoD personnel, including civilians, service members, and on-site contractors, are directed to take the Center for the Development of Security Excellence OPSEC Awareness, Unauthorized Disclosure of Classified Information for DoD and Industry, Insider Threat Awareness, and

Introduction to Information Security courses.” Training is required for all contractors that perform work on-site at a DLA or DoD facility, or for contractors that perform work offsite and utilize Government resources or equipment to perform the contracted services.

2. DLA requires Contractor compliance with the referenced DoD memo. The Contractor must immediately direct their workforce who are performing services for the Government, to take the subject training after contract award. If the contract currently requires OPSEC training for the workforce as part of onboarding or for annual refresher, per the DoD guidance, they must again take the training to be compliant with the OPSEC campaign. The training is accessible through the following URL:

<https://icontent-hcm04.ns2.apps.mil/icontent/CUSTOM/DLAHCM04P/NoCompat/SEC-ASCA>

3. The Contractor shall provide evidence of this training to the COR or the KO no later than five (5) business days of contract award or prior to accessing the installation, whichever occurs first. Annual refresher training is also required. The training typically takes about one hour to complete. Any training certificates dated before 20 June 2020 are not acceptable. Certificates must be kept on record for inspection or submission as required by the Government at its own discretion. Questions regarding this guidance may be directed to the KO.

1.3.4 REPORTING OF CRIMINAL VIOLATIONS

The Contractor shall report to the KO or COR any suspected, alleged, or actual criminal incidents.

1.3.5 AUTHORIZED VISITOR CONTROL

A. Authorized visitors on official business related to the contract shall obtain approval from the KO or COR for entrance to the host installation. The Contractor shall submit a DL1818 Visit Notification Form (See Attachment) to the KO or COR at least one (1) week in advance for all planned off-base visitors and at least 24 hours in advance for all unscheduled visitors.

B. The Contractor shall not allow visits from foreign nationals to the host installation without written approval from the KO or COR. A foreign national is defined as a person who is not a citizen or national of the United States. If approval is obtained, the Contractor shall follow the instructions for coordinating the visit IAW DLAI 5230.01 Foreign Visit and Foreign Disclosure Program. (See Attachment)

SECTION 2 SCOPE OF WORK

2.0 GENERAL INFORMATION - WORK

A. The Contractor shall provide all labor, equipment, tools, materials, replacement parts, and supervision necessary to perform preventive and corrective maintenance on Government-owned Modula VLM equipment located at DLA Distribution Albany. All maintenance work shall be

performed complete and in accordance with the terms and conditions specified herein. Please see the Equipment List attachment for site equipment locations and identification.

B. All references in this PWS to “Contractor personnel” include both Contractor employees and subcontractors.

C. This is a non-personal services contract to provide Preventive and Corrective Maintenance Services on all Modula VLMs at DLA Distribution Albany.

1. The Government shall not exercise any supervision or control over the contract service providers performing the services herein. Such contract service providers shall be accountable solely to the Contractor who, in turn is responsible to the Government.

2. When Contractor personnel find themselves in 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 the members of the public that they are Government officials. All contractor employees shall always wear ID badges conspicuously on his or her outer clothing above the waist and shall identify themselves as contractors while in the workplace and at meetings.

D. The Government and the Contractor understand that the services to be provided under this contract by the Contractor are non-personal services and that no employer-employee relationship exists between the Government and the Contractor. The Government may provide technical direction which will assist the Contractor in accomplishing tasks in the Performance Work Statement (PWS); however, the Government will not control the methods used by the Contractor to perform the service requirements set forth in the PWS.

E. Travel costs. The Government will reimburse the Contractor only for actual travel costs incurred because of required Corrective Maintenance as allowed under FAR Part 31.205-46, Travel Costs.

1. All travel by Contractor employees must be authorized by the Contracting Officer (KO) or Contracting Officer Representative (COR) prior to travel being performed. Travel requests shall be in writing and contain estimated travel costs.

2. The Contractor shall ensure that all travel is consistent with the Joint Travel Regulations (JTR). Reimbursements for transportation costs will be limited to allowable expenses for Government directed travel.

3. The Contractor shall be responsible for any costs incurred because of authorized travel which are more than that allowed under Federal Acquisition Regulation (FAR) Part 31.205-46 Travel Costs and the appropriate regulations therein.

4. Within five (5) calendar days after completion of travel, the Contractor shall submit a trip summary itemizing actual costs incurred for authorized travel.

5. The Contractor shall also provide to the COR documentation to support travel costs such as copies of receipts for airline tickets, auto rental, and hotel expenses. This information shall also be submitted in WAWF with applicable invoice. Please only submit travel documentation required by the JTR.

<https://www.defensetravel.dod.mil/Docs/perdiem/JTR.pdf>

F. Equipment List. See Attachment.

2.1 APPLICABLE SPECIFICATIONS, STANDARDS AND CODES

A. The following list of specifications, standards and codes shall apply to the work covered within this document. The offeror shall be responsible to ensure that all such applicable regulations are satisfied. Special attention shall be given to federal state and local requirements. The issue in effect of the following documents on the date of the solicitation forms a part of the specification to the extent specified herein:

B. The Contractor will notify the Government if an applicable code or regulation governing the work changes or is updated (or a change or update is anticipated) between the award date and installation of the work in sufficient time for the Government to evaluate (a) whether the work must conform to the changed or updated code or regulation and (b) whether the Contractor is entitled to additional compensation due to the changed code or regulation.

C. If the Contractor believes a code requirement is either unattainable or not cost effective, the Contractor must provide sufficient cost information and supporting documentation to the Government to support an analysis on whether a waiver request to the code requirement is reasonable and necessary.

D. The Government will have the final say in any concern regarding the satisfaction of applicable regulations and federal, state, and local requirements.

2.1.1 FEDERAL STANDARDS

29 CFR 1910 Occupational Safety and Health Standards (OSHA)

2.2 MAINTENANCE WORK

2.2.1 PREVENTIVE MAINTENANCE (PM) (Scheduled)

A. This maintenance service includes the care and servicing by Contractor personnel for the purpose of maintaining equipment in satisfactory operating condition. PM services shall include, but are not limited to inspection, lubrication, cleaning, and component alignment. All PM maintenance shall be performed to the standards set by, and in accordance with the Original Equipment Manufacturer (OEM) specifications. All labor, replacement parts, materials, equipment usage and/or rental charges, environmental compliance, Contractor personnel transportation and any other items required to perform preventive maintenance services shall be included in the contract unit price for preventive maintenance services.

B. Based on the PM schedule requirements identified in the Task List, the Contractor shall establish a PM schedule. Within seven (7) calendar days after the date of contract award, the Contractor shall submit the PM schedule to the COR. This Schedule shall include 2 preventive maintenance actions per annual performance period. The Government will accept or propose an alternate PM schedule within five (5) calendar days.

C. Within five (5) calendar days after completion of a PM, the Contractor shall document the work order and submit to the COR, the equipment on which the PM was performed, the labor hours utilized to perform the PM, the PM tasks performed and the name of the Contractor personnel performing the PM. Any PM action shall be recorded using a comprehensive OEM PM form. If no OEM form exists, the Contractor shall submit their own PM action record form with the PM event invoice.

D. All repairs required because of preventive maintenance inspection, except as noted below, shall be accomplished under Corrective Maintenance, with the approval of the COR.

E. Telephone Support. The Contractor shall provide telephone support during the core maintenance duty hours identified in paragraph 1.1.5 above. The COR or designated Government representative will call the designated phone number provided by the Contractor. The COR or designated Government representative will explain the problem and the Contractor will attempt to diagnose. If the problem cannot be resolved during the phone call, the Contractor shall repair the problem in accordance with paragraph 2.2.3 Corrective Maintenance.

2.2.2 CORRECTIVE MAINTENANCE (CM) (Unscheduled)

A. Maintenance services include, but are not limited to inspection, lubrication, cleaning, and component alignment, and to diagnose malfunctions and restore the system to normal operating condition. All CM maintenance shall be performed to the standards set by, and in accordance with the Original Equipment Manufacturer (OEM) specifications. The COR will advise the Contractor POC of the suspected problem and request an evaluation. The Government will generate a written work order for repair requirements. The Contractor will inspect, advise the COR of the problem, and provide a cost estimate as soon as possible. The Contractor will begin corrections and/or repairs only after approval by the COR. If corrections and/or repairs are more extensive, or cost more than originally estimated, or are determined to exceed seventy percent (70%) of the value of a new and identical item of equipment, the Contractor will obtain the approval of the COR before continuing work.

B. The Contractor shall provide the COR a Point of Contact and cell phone number to receive and respond to CM service requests. The Contractor shall ensure that this cell phone number is monitored to guarantee prompt response to CM service requests.

2.2.2.1 CORRECTIVE MAINTENANCE OPERATIONS PERFORMANCE PROCEDURES AND SCHEDULE

A. Corrective maintenance services action shall be first initiated through Telephone Support, Section 2.2.1.E above, within one (1) business day of identified issue(s). If known issue(s)

cannot be resolved using Telephone Support services, an authorized POC or the COR shall notify the Contractor of the issue(s).

B. The Contractor personnel shall report to the COR onsite within two (2) business days after verbal notification. If the required response time falls on or includes a Federal holiday, (See Section 1.1.4 Federal Holidays), the Contractor shall report to the COR on site the next business day at the beginning of Core Duty hours (See Section 1.1.5 Core Duty Hours and Installation Access). Upon arrival on site, Contractor personnel shall report to the COR or designated Government representative.

C. The Contractor personnel shall diagnose and shall document the work and submit an itemized quote/estimate to the COR within one (1) business day. This should include but is not limited to a general diagnosis description, the specific equipment replacement or addition identification, the estimated CM labor hours to be utilized, any/all parts used for CM (by part number, part name, quantity, and the wholesale cost per unit), and the name of the Contractor personnel submitting the CM services estimate. See Section 2.2.3 below. Any proposed, quoted CM action shall be recorded using a comprehensive OEM CM form. If no OEM form exists, the Contractor shall submit their own CM action record form.

D. The COR shall review and approve, or deny, or amend the proposed work order. The COR shall respond to the Contractor within one (1) business day. Any amendments to the work order will involve final pricing negotiation.

E. After approval, the COR and the Contractor shall establish a mutually agreeable timeline for the completion of the CM actions.

F. Any additional parts or services required that would exceed the original approved estimate, please see Section 2.2.4.B. below for procedures.

G. Within five (5) business days after completion of CM action(s), the Contractor shall fully document the CM work order and submit an itemized invoice, including a general diagnosis description, the specific equipment identification, for the CM services performed, the CM labor hours utilized, the parts used for CM (by part number, part name, quantity, and the wholesale cost per unit), and the name of the Contractor personnel performing the CM services to the COR. See Section 2.2.3 below. Any CM action work order shall be recorded using a comprehensive OEM CM form. If no OEM form exists, the Contractor shall submit their own CM action record form with the CM event invoice.

2.2.3 REPLACEMENT PARTS / PRODUCTS

A. The Contractor shall use only new parts, or parts which have been refurbished to “like new” condition which enable the part to function or operate at a level equal to the specification of the original equipment. The invoice and work order shall indicate the condition of the part, ‘new’ or “like new”, installed or used in the repair of the equipment. Any parts used in performing maintenance shall not cancel any existing, factory equipment warranty coverage.

B. Parts used for PM shall not be invoiced separately but shall be included as part of the PM event price.

C. Parts used for CM shall be invoiced separately and shall not be included as part of the CM price.

D. Within 90 days after the contract award date, the Contractor shall obtain all necessary PM critical spares listed in the Attachment and in any OEM requirement lists. These parts may be stored on DLA Distribution Norfolk site at the discretion of the Contractor. When a part has been used by the Contractor in performing of CM, the Contractor may replenish the site's critical spares and shall invoice against the replacement parts CLIN.

E. Replacement parts required in the performance of CM except those parts available from the Government's critical spares shall be invoiced to the Government IAW the terms and conditions of this contract. Contractor will only bill wholesale cost of parts with no additional imposed handling charges. The Contractor shall not duplicate any parts charges for the same exact part to the Government.

F. Equipment lubricants and oils used in the performance of this contract shall be the same or equal to those recommended by the OEM's technical manuals or specifications.

G. The Contractor is responsible for obtaining any/all OEM equipment maintenance service manuals, maintenance task lists and applicable OEM equipment maintenance schedules that are not available from the Government.

H. Parts acquired with Government funds are the sole property of the Government and shall be returned immediately to the Government site at the end of the performance of this contract.

2.2.4 Maintenance Costs Requirements Thresholds

For maintenance requirement actions under this authorization, and prior to start of work, the Contractor shall review support data of cumulative maintenance costs, age, and utilization. In addition, the "one-time repair limit cost" should be taken into consideration.

A. \$1,499.99 Incident Maintenance Costs Or Less

1. For maintenance requirement actions estimated to cost \$1,499.99 or less, the Contractor is authorized to perform when the total to be invoiced to the Government for all corrective work to a piece of equipment is \$1,499.99 or less. For actions identified during routine PM, the Contractor shall close the PM work order and generate a corrective maintenance WO for CM actions estimated

2. The Contractor shall validate the "one-time repair limit cost" as outlined in the DLAI 4214 and notify the TPOC/COR prior to the performance of the action if the total cost exceeds the "one-time repair limit cost" of a piece of equipment.

B. \$1,500.00 Incident Maintenance Costs Or Greater

1. If the costs equal or exceeds \$1,499.99, then the Contractor shall contact the TPOC/COR for approval and provide an itemized estimate IAW Maintenance Requirements Greater than \$1,499.99. Prior to start of work, the Contractor shall be limited to invoicing the Government \$1,499.99 and be financially responsible for all work \$1,500.00 or greater or over performed without prior TPOC/COR approval.

2. For maintenance requirement actions estimated to cost \$1500.00 or greater, the Contractor shall provide evidence of competition to the TPOC/COR. The Contractor shall upload all the quotes into DPAS as proof of competition and address the following information:

- Asset Number and date of repair or scheduled PM WO in DPAS.
- Description of each repair or modification identified.
- Estimate of labor hours and cost for each repair or modification identified.
- OEM part number or authorized substituted item; Bill of Material by stock number, nomenclature, quantity, any long lead time requirements, and costs for each repair or modification identified.
- If multiple repairs and/or modifications, amount of time required to complete all repairs.
- The “one-time repair limit cost” outlined in DLAI 4214.

C. The Contractor shall perform the repairs upon written approval from the TPOC/COR. If during the maintenance action additional work is identified that exceeds the scope of the approved work, the Contractor shall immediately stop work, identify the additional work, and provide an estimate to the TPOC/COR for approval.

D. In any instance where the Government questions the Contractor's estimate, the TPOC/COR will have discussions with the Contractor to resolve the issue. In the event the Contractor –

- Agrees with the Government’s recommendation, a new estimate will be provided.
- Does not agree with the Government’s recommendation, the matter will be referred to the KO for final decision.

E. If it is determined by the Government that a maintenance requirement action \$1,500.00 or greater is considered uneconomical, the Government will provide instructions to the Contractor on methods of replacement.

2.2.5 WORK ORDERS

A. The COR will provide the Contractor a work order form for all PM and CM services provided. All work orders shall contain the information listed below, as applicable to PM or CM services, and shall be submitted with invoices as mandatory support documentation within five (5) business days after completion of the maintenance services.

1. Date and time of service call notification and arrival at Government location.

2. Manufacturer, model, serial number, and location of the equipment involved.
3. For PM, the labor hours worked, and tasks performed.
4. For CM, labor hours and associated labor rates worked.
5. For PM and CM, all replacement parts used by part number, part name, quantity and cost per unit which shall be supported by actual supplier invoices, published price lists and/or proof of payment.
6. Description of malfunction and work/service performed, and corrective action taken if action is a repair.
7. Legibly printed name of Contractor personnel who accomplished work.

2.2.6 WARRANTIES

The Contractor shall take advantage of every applicable manufacturer warranty provision on equipment to include labor and parts. The automated equipment management control system generated work order indicates the warranty expiration date. Warranty items shall be furnished by the manufacturer and labor for warranty work performed by the Contractor shall be reimbursed by the manufacturer. Warranty disputes shall be directed to the COR. The Contractor shall indicate the date the manufacturer was called on the work order with a follow-up call if the manufacturer does not respond in a timely manner. The Contractor shall inspect each piece of equipment after warranty work is performed to ensure that equipment has been repaired and is safe to operate.

2.3 QUALITY

2.3.1 QUALITY ASSURANCE

A. The COR is responsible for performing Government quality assurance functions for all services and supplies furnished under this contract. Contractor performance is subject to review by the COR and KO. Upon contract award, the identity of the COR, his duties and authority will be promptly furnished to the Contractor.

B. The COR will advise the Contractor in writing when discrepancies occur and will request corrective action. The COR will make annotation of the discrepancy; the date and time the deficiency was noted and will request the Contractor (or authorized representative) initial the entry.

2.3.2 QUALITY CONTROL PLAN (QCP)

A. The Contractor shall provide a Quality Control Plan (QCP) no later than (NLT) ten (10) business days after the start of full performance. The Contractor's quality control plan shall

outline the tasks performed by the Contractor to sustain or improve quality or work and ensure work meets contract requirements. The Contractor shall include in the plan:

1. Details of surveillance methods to be used.
2. Assigned significance levels for each QC inspection.
3. Identification of the frequency of QC inspections and the process used to determine the most appropriate frequency.
4. Lot and sample size determinations.
5. Criteria for determining conforming vs. non-conforming results.
6. Documentation requirements:
7. How corrective action will be developed, implemented, and monitored to correct any nonconformance and mitigate future non-conforming outcomes for all QC checklist questions assigned a significance level of critical or major.
8. Preventive action plans to reduce future non-conformance.
9. Lines of communication with QC results will be provided to the Government within 24 hours of completing a QC inspection.
10. Methodology for monitoring and determining trends that may impact APL performance.
11. Revision and updates in response to both internal QC inspections as well as QA surveillance results to ensure identified problem areas receive attention and closer monitoring.
12. Roles and Responsibilities and Lines of Authority for the QC Program.

B. The Contractor's QCP shall demonstrate a prevention-based outlook by meeting the objectives throughout all areas of performance (e.g., all functional areas addressed in the PWS).

C. DLA Distribution will implement a Quality Assurance Surveillance Plan (QASP) (See Attachment) to ensure acceptable performance is achieved. The COR shall monitor performance. This monitoring by the COR shall be carried out via the QASP as identified in the attached Quality Assurance Surveillance Plan (QASP) for DLA Distribution Albany. The KO or designee will tailor the QASP based on the Contractor's QCP. The QASP documents QCP effectiveness and provides a systematic method to evaluate the services the Contractor is required to furnish. The Contractor shall use the Government provided Quality Management Tool (QMT) Quality/Performance Evaluations to respond to any Government QA findings.

2.3.3 QUALITY INSPECTIONS

A. The COR is responsible for technical oversight of the Contractor's performance. The COR's duties shall include, but are not limited to, assurance of the completion of work in a quality manner, resolution of quality concerns, and payment for services rendered. This responsibility includes the determination of adequacy of services performed by the Contractor in accordance with the terms and conditions of the contract. The Quality Assurance Surveillance Plan (QASP) (See Attachment) represents the Government's acceptance and inspection program for performance requirements, and agencies must ensure Government Quality Assurance (QA) is conducted before Contractor services are accepted by or under the direction of Government personnel. The COR (and any Contracting Officer Technical Representatives (COTRs) that are appointed) will perform all inspections on behalf of the Government and confer with the Contractor regarding any problems encountered in the performance of the work. Each inspection will be recorded on a Contract Oversight Surveillance Report (COSR). (See Attachment).

B. Once an inspection has been conducted, the Contractor and Contracting Officer will be notified via electronic mail of its results. All inspections will be documented on a pass/fail basis.

C. The COSR is issued to the Contractor when an inspection is randomly conducted, and a defect is discovered in the quality of the reclamation services performed. This is determined if the service provided fail to meet the terms and conditions described in this PWS.

D. When a failed inspection occurs, the Contractor shall be allowed the time to correct all noted deficiencies. The Contractor shall complete a Corrective Action Plan (CAP) Form (See Attachment), for each deficiency listed on the COSR. The Contractor shall submit the CAP to the COR NLT five (5) business days after receipt of the COSR.

2.4 OTHER GUIDANCE / REGULATION

2.4.1 ENVIRONMENTAL COMPLIANCE

A. The Contractor shall comply with all Federal, State and Local regulations as well as DLA and Host installation rules and policies regarding the use, storage, transport and disposal of hazardous materials and wastes.

B. Hazardous work processes and hazardous materials utilized or generated in the performance of this contract shall be controlled and disposed of by the Contractor in a manner that is safe IAW the appropriate local, state and US Government laws and directives established for the control of those processes and materials.

C. The Contractor shall provide for clean-up of all hazardous and non-hazardous spills when they may occur in, around, or because of the Contractor's operation. The Contractor shall also provide for transportation and disposal off the facility of all hazardous and non-hazardous waste products generated in the performance of this contract. The Contractor shall immediately notify the COR of any hazardous waste spills.

2.4.2 SAFETY REQUIREMENTS

A. The Contractor shall conform to all applicable safety standards published in the Federal Register or any other national OSHA Public Laws 91.596.

B. The Contractor shall ensure employees observe all safety, traffic control, and fire prevention requirements in effect at the site.

C. Government safety personnel may observe Contractor operations/processes at any time on Government premises. Imminent danger situations shall be corrected on the spot; other safety issues shall be processed through the COR.

2.4.3 ENVIRONMENTAL, SAFETY, AND OCCUPATIONAL HEALTH (ESOH)

A. The Contractor shall formulate and maintain a written safety and health plan and, within five (5) working days upon written Government request, provide a copy of it to the COR. The written plan shall include the details of the Contractor's responsibilities, method of program implementation, and how hazards and deficiencies shall be identified and corrected. It shall detail Contractor personnel responsibilities for: protection of Government property and safety of others, personnel responsibilities for reporting all mishaps, and establish procedures for reporting to correcting unsafe conditions, hazards, or practices. The Contractor shall have a central POC for safety and health related issues. The POC shall be identified in writing to the COR.

B. The Contractor shall ensure employees have safety education when engaged in activities involving Government facilities, personnel, or equipment.

C. The Contractor shall notify the COR immediately after the occurrence of all accidents and incidents resulting in either personal injury, loss of life, impact to the environment or property damage to a government facility or equipment. The Contractor shall submit a completed copy of DLA Form 1591 (See Attachment) and supplemental information within four (4) working days of the accident or incidents.

D. The Contractor shall require their personnel to wear all required personal protection equipment (PPE) (e.g., hearing protection, eye protection, gloves, safety boots/shoes, aprons, masks, face shields, reflective vests, safety harnesses) during the performance of this contract IAW OSHA standards.

E. The Contractor shall comply with all Federal, State, and local environmental laws to include but not limited to Resource Conservation and Recovery Act (RCRA), Safe Water Drinking Act (SWDA), the Clean Air Act (CAA), and Federal Facilities Compliance Act (FFCA).

2.4.4 GOVERNMENT OBSERVATION

Government personnel, other than the COR may from time to time, with Contractor/Government coordination, observe or inspect Contractor operations. However, these personnel may not interfere with Contractor performance.

SECTION 3 DOCUMENTATION AND RECORDS

3.0 GENERAL INFORMATION – DOCUMENTATION AND RECORDS

All documentation, records, and schedules, as described in this PWS, which are the responsibility of the Contractor, are the property of the Government and shall remain so upon termination or completion of the contract. The Contractor shall keep these items current. Documentation, records, and schedules shall be turned over to the Government upon termination or completion of the contract. All documentation, records, and schedules are subject to the Freedom of Information Act and Privacy Act.

3.1 CONTRACT DATA REQUIREMENTS

A. The Contractor shall furnish contract data as required in this requirement, and shall not price the items herein separately.

B. Contract data shall be prepared in accordance with the PWS or Data Item Descriptions attached thereto, and submitted in the quantities and at the times specified for approval.

END OF STATEMENT OF WORK