PERFORMANCE WORK STATEMENT
(PWS)

Port Handling and Inland Transport (PHIT),

Transportation and Material Handling Equipment

(MHE) Services

For

Keris Strike (KS) 26

Part 1 General Information

1. **Introduction:** This is a non-personal services contract to provide **PHIT/Transportation and MHE Services** in/around Malaysia. 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. Due to variables with the exercises Keris Strike 26, and associated deployment/redeployment, Contractors must remain flexible to requested time or date changes, quantities, and possible extensions of the period of performance stated throughout the PWS; any changes shall be bilateral in nature under 52.212-4 commercial contracting. The US Government may change the dates, times, and location of delivery within the stated period of performance and place of performance. The US Government will notify the contractor of this type of change no later than 24 hours prior to the affected scheduled delivery date. The US Government may reduce the amount of services and shorten the period of performance for each specific task under 52.212-4. The US Government will notify the contractor of this type of change no later than 24 hours prior to the affected scheduled performance date. Contractors will provide individual unit pricing in their quotes to facilitate these changes that are bilateral in nature.

1.1 **Background:** Keris Strike is a Joint Service US-Malaysia Exercise aimed at increasing alliances and partnerships as part of the Keris Strike (KS26) exercise, US Army Forces will require life support, PHIT/Transportation and MHE Services in order to support exercise objectives to maintain and develop the security relationship between the Malaysia and the United States.

1.2 **Responsibilities:** The Contractor shall assume total responsibility for all requirements stated herein on the commencement date of the performance period. The Contractor shall perform as specified in this Contract and under the direction of the Contracting Officer (KO).

1.2.1 **Work Responsibility:** The Contractor shall perform all work and assume responsibility for planning, programming, administering, managing, and executing all functions necessary to provide the services specified in this PWS. The Contractor shall conduct work in accordance with this PWS and all applicable United States (U.S.), Malaysia, and local laws, regulations, standards, provisions, and directives to include applicable publications in Part 6. The Contractor

shall ensure that all work meets the level of service, performance standards, or tolerances specified in the PWS or in applicable referenced documents. Some services under this Contract may be performed at designated facilities, or portions of installations, by in-house Government personnel or by other contractors.

1.2.2 Administrative Responsibility: The Contractor shall perform all related administrative actions required to provide services or perform work such as material requisitioning, quality control (QC), financial control, meetings, and correspondence. The Contractor shall also maintain accurate and complete records, files, and libraries of documents to include all U.S., Malaysia, and local regulations, standards, provisions, codes, laws, technical manuals, and manufacturers' instructions and recommendations that are necessary and related to the functions being performed. The Contractor shall compile historical data, prepare required reports, and submit information as specified by the Deliverable Schedule presented in Technical Exhibit 2 of this PWS.

1.3 Objectives: The Contractor shall provide all personnel, equipment, supplies, facilities, transportation, tools, materials, supervision, and other items and non-personal services necessary to provide following services as defined in this Performance Work Statement under this contract: Transportation, Line Haul(PHIT) and Material Handling Equipment Services in order to transfer cargo from a point of origin to destination.

1.4 Functional Areas: Primary place of performance for this PWS is various locations within Malaysia as specified in the contract and ordering form.

1.5 Period of Performance: The period of performance shall be tentatively from 05 JUL 2026 – 30 JUL 2026

1.6 Management and Administration:

1.6.1 Phase In /Phase Out Period: Not Applicable

1.6.2 Contractor Management: The Contractor shall perform continual management of the functional areas contained in this PWS and shall provide a Contract Manager available during normal duty hours. The Contract Manager shall conduct overall management coordination and shall be the central point of contact (POC) with the Government for performance of all work under the PWS. At the Post Award conference, the Contractor shall submit to the COR, in writing, the name, title, office, home and mobile telephone number of the Contract Manager. A Contractor employee shall be designated to act for the Contract Manager when work is being performed outside of duty hours, or during the Contract Manager's absence. Both the Contract Manager and the Contractor employee filling in for the Contract Manager, shall have full authority to act for the contractor on all Contract matters relating to daily operation of this Contract.

1.6.3 Contractor Responsiveness: The Contract Manager or designated alternate shall be available for telephone communication or site attendance, with the COR, as required by the COR, 24 hours a day, 7 days a week. A personal answering service is permitted at other than normal Contract workdays and work hours for receipt of COR emergency response work requirements, provided that the Contract Manager or designee responds to all calls within a time not to exceed two hours after notification of the call by the answering machine and/or service.

The Contract Manager and any individuals designated to act in that capacity shall have full authority to contractually bind the Contractor for prompt action on matters pertaining to execution of the PWS.

1.6.4 Meetings, Conferences, and Briefings: The Contractor shall attend, participate in, and furnish input to scheduled and unscheduled meetings, conferences, and briefings that relate to the functions and services herein to provide effective communication and impart necessary information. The Contract Manager or designated representative will attend meetings when feasible. Meeting attendees may at times include Contractor managerial, supervisory, and other personnel knowledgeable of the subject matter. Meetings may start or end outside of regular duty hours.

1.6.5 Hours of Operation: The Contractor is responsible for conducting business as necessary in order to meet the requirements outlined in this PWS. The Contractor at all must times maintain an adequate workforce for the uninterrupted performance of all tasks defined within this PWS when the Government facility is not closed. When hiring personnel, the Contractor shall keep in mind that the stability and continuity of the workforce are essential.

1.6.6 Recognized Malaysia Holidays: The Contractor may be required to provide services on official holidays, if requested.

1 June: King's Birthday (The Yang di-Pertuan Agong's Birthday)

17 June: Awal Muharram (Islamic New Year)

25 August: Maulidur Rasul (Prophet Muhammad's Birthday)

31 August: National Day (Hari Merdeka)

16 September: Malaysia Day

1.6.7 Quality Control: The contractor shall develop and maintain an effective quality control program to ensure services are performed in accordance with this PWS. The contractor shall develop and implement procedures to identify, prevent, and ensure non-recurrence of defective services. The contractor's quality control program is the means by which he assures himself that his work complies with the requirement of the contract

1.6.8 Quality Assurance: The government shall evaluate the contractor's performance under this contract in accordance with the Quality Assurance Surveillance Plan. This plan is primarily focused on what the Government must do to ensure that the contractor has performed in accordance with the performance standards. It defines how the performance standards will be applied, the frequency of surveillance, and the minimum acceptable defect rate(s).

1.6.9 Place of Performance: The work to be performed under this contract will be performed on various public and military roadways in vicinity of the several locations within Malaysia.Specific transportation requirements in all locations will continue to be identified and coordinated by the KO and the Contractor.

1.6.9.1 Equipment and operators may be required to enter restricted areas (i.e. flight lines, etc.). When required, equipment operators shall be trained and qualified to drive on flight line.

Operators with approved flight line access is mandatory. Operators shall also obtain all required placards and clearances necessary to access all abovementioned locations with unlimited road access.

1.6.10 Type of Contract: The government will award a Firm Fixed Price Purchase Order

Base Access: Access and general protection/security policy and procedures. This standard language is for contractor employees with an area of performance within Army controlled installation, facility, or area. Contractor and all associated sub-contractors employees shall provide all information required for background checks to meet installation access requirements to be accomplished by installation Provost Marshal Office, Director of Emergency Services or Security Office. Contractor workforce must comply with all personal identity verification requirements (FAR clause 52.204-9, Personal Identity Verification of Contractor Personnel) as directed by DOD, HQDA and/or local policy. In addition to the changes otherwise authorized by the changes clause of this contract, should the Force Protection Condition (FPCON) at any individual facility or installation change, the Government may require changes in contractor security matters or processes.

For contractors requiring Common Access Card (CAC). Before CAC issuance, the contractor employee requires, at a minimum, a favorably adjudicated National Agency Check with Inquiries (NACI) or an equivalent or higher investigation in accordance with Army Directive 2014-05. The contractor employee will be issued a CAC only if duties involve one of the following: (1) Both physical access to a DoD facility and access, via logon, to DoD networks on-site or remotely; (2) Remote access, via logon, to a DoD network using DoD-approved remote access procedures; or (3) Physical access to multiple DoD facilities or multiple non-DoD federally controlled facilities on behalf of the DoD on a recurring basis for a period of 6 months or more. At the discretion of the sponsoring activity, an initial CAC may be issued based on a favorable review of the FBI fingerprint check and a successfully scheduled NACI at the Office of Personnel Management.

For contractors that do not require CAC, but require access to a DoD facility or installation. Contractor and all associated sub-contractor's employees shall comply with adjudication standards and procedures using the National Crime Information Center Interstate Identification Index (NCIC-III) and Terrorist Screening Database (TSDB) (Army Directive 2014-05/AR 190-13), applicable installation, facility and area commander installation/facility access and local security policies and procedures (provided by government representative), or, at OCONUS locations, in accordance with status of forces agreements and other theater regulations.

1.1.1 Physical Security: The contractor shall be responsible for safeguarding all government equipment, information and property provided for contractor use.

1.1.2 Post Award Conference/Periodic Progress Meetings: The Contractor agrees to attend any post award conference convened by the contracting activity or contract administration office in accordance with Federal Acquisition Regulation Subpart 42.5. The contracting officer, Contracting Officers Representative (COR), and other Government personnel, as appropriate, may meet periodically with the contractor to review the contractor's performance. At these meetings, the contracting officer will apprise the contractor of how the government views the contractor's performance and the contractor will apprise the Government of problems, if any, being experienced. Appropriate action shall be taken to resolve outstanding issues. These meetings shall be at no additional cost to the government.

1.1.3 Contracting Officer Representative (COR): The (COR) will be identified by separate

letter. The COR monitors all technical aspects of the contract and assists in contract administration. The COR is authorized to perform the following functions: assure that the Contractor performs the technical requirements of the contract; perform inspections necessary in connection with contract performance; maintain written and oral communications with the Contractor concerning technical aspects of the contract. Issue written interpretations of technical requirements, including Government drawings, designs, and specifications; monitor Contractor's performance and notifies both the Contracting Officer and Contractor of any deficiencies; coordinate availability of government furnished property, and provide site entry of Contractor personnel. A letter of designation issued to the COR, a copy of which is sent to the Contractor, states the responsibilities and limitations of the COR, especially with regard to changes in cost or price, estimates or changes in delivery dates. **The COR is not authorized to change any of the terms and conditions of the resulting order.**

1.1.4 **Key Personnel:** The follow personnel are considered key personnel by the government: Contract Manager/Alternate contract manager. The contractor shall provide a contract manager who shall be responsible for the performance of the work. The name of this person and an alternate who shall act for the contractor when the manager is absent shall be designated in writing to the contracting officer. The contract manager or alternate shall

have full authority to act for the contractor on all contract matters relating to daily operation of this contract. The contract manager or alternate shall be available 24 hours a day, 7 days a week.

1.1.5 Identification of Contractor Employees: All contract 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. They must also ensure that all documents or reports produced by contractors are suitably marked as contractor products or that contractor participation is appropriately disclosed. Contractor personnel identification shall be easily identifiable through the display of badges.

1.1.6 Contractor Travel: Contractor travel will not be separately priced. All Contractor travel shall be calculated into the overall price.

1.1.7 Organizational Conflict of Interest: Contractor and subcontractor personnel performing work under this contract may receive, have access to or participate in the development of proprietary or source selection information (e.g., cost or pricing information, budget information or analyses, specifications or work statements, etc.) or perform evaluation services which may create a current or subsequent Organizational Conflict of Interests (OCI) as defined in FAR Subpart 9.5. The Contractor shall notify the Contracting Officer immediately whenever it becomes aware that such access or participation may result in any actual or potential OCI and shall promptly submit a plan to the Contracting Officer to avoid or mitigate any such OCI. The Contractor's mitigation plan will be determined to be acceptable solely at the discretion of the Contracting Officer and in the event the Contracting Officer unilaterally determines that any such OCI cannot be satisfactorily avoided or mitigated, the Contracting Officer may affect other remedies as he or she deems necessary, including prohibiting the Contractor from participation in subsequent contracted requirements which may be affected by the OCI.

1.1.8 Safety: All contracted personnel shall comply with local and installation traffic laws and regulations. All contracted personnel shall comply with the Army Safety Program AR 385-10 and DA PAM 385-10. The contractor shall ensure that each employee is equipped with U.S. and Malaysia Safety equipment including but not limited to: protective clothing, eye protection and hearing protection in accordance with (IAW) Occupational Safety & Health Administration (OSHA) Code of Federal Regulations (CFR) Title 29 Part 1910 (OCCUPATIONAL SAFETY AND HEALTH STANDARDS). They must adhere to any additional Malaysia standards imposed on the contractor that are in addition to the U.S. standards listed in the CFR above.

1.1.8.1 Safety Plan and Program: The contractor shall be subject to routine safety inspections from the US and Malaysia Government. Inspection checklists are available upon request and are derived from DA PAM 385-10. The Contractor shall develop a Safety Plan IAW DA PAM 385-10.

1.1.9 Environmental Compliance: The contractor shall be responsible for the proper handling, storage, and preparation for disposal of all hazardous materials used in performance of this contract in accordance with the installation's hazardous material procedures. Hazardous material and waste shall be turned in to a designated and authorized collection point only. The contractor shall maintain clean and safe working areas, to include immediate cleanup of any hazardous material spill or other hazards in the Contractor's working area. Working areas are subject to inspection by Malaysia Government officials and US.

1.1.9.1 **Environmental Compliance Plan and Program:** In the performance of this contract, the Contractor shall ensure that all hazardous material will be disposed IAW all Malaysia and US environmental laws and regulations.

1.1.10 **Liability:** The U.S. Government accepts no liability for the actions of the Contractor or his employees and/or agents.

PART 2
DEFINITIONS & ACRONYMS

2. Definitions and Acronyms:

2.1 Definitions:

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.

Contracting Officer - A person with authority to enter into, administer, and or terminate contracts, and make related determinations and findings on behalf of the government. Note: The only individual who can legally bind the government.

Contracting Officer's Representative (COR) - An employee of the U.S. Government appointed by the contracting officer to administer the contract. Such appointment shall be in writing and shall state the scope of authority and limitations. This individual has authority to provide technical direction to the Contractor as long as that direction is within the scope of the contract, does not constitute a change, and has no funding implications. This individual does NOT have authority to change the terms and conditions of the contract.

Defective Service - A service output that does not meet the standard of performance associated with the Performance Work Statement.

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

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.

Quality Assurance - The government procedures to verify that services being performed by the Contractor are performed according to acceptable standards.

Quality Assurance Surveillance Plan (QASP) - An organized written document specifying the surveillance methodology to be used for surveillance of contractor performance.

Quality Control - All necessary measures taken by the Contractor to assure that the quality of a product or service shall meet contract requirements.

Subcontractor - One that enters into a contract with a prime contractor. The Government does not have privity of contract with the subcontractor.

Work Day - The number of hours per day the Contractor provides services in accordance with the contract.

Work Week - Monday through Friday, unless specified otherwise.

PART 3
CONTRACTOR FURNISHED ITEMS AND SERVICES

3. Contractor Furnished Items and Responsibilities:

3.1 General: The Contractor shall furnish all equipment, material, supplies, transportation, safety equipment, work clothing and tools necessary for the performance of the work of this contract unless otherwise specified herein.

3.2 Secret Facility Clearance: Not Applicable

3.3 Materials: The Contractor shall provide the necessary materials to perform the services as referenced in Part 4 of this PWS.

3.4 Equipment: The Contractor shall provide the necessary equipment to perform the services as referenced in Part 4 of this PWS.

PART 4
SPECIFIC
TASKS

4.1 Basic Services: The contractor shall provide Transportation, Line Haul (PHIT) and Material Handling Equipment Services with drivers as specified in the PWS in order to transfer cargo between origin and destination.

4.1.1 Description: The equipment that may be used in this service includes, but is not limited to, the equipment in the table below. The contractor may provide an alternative solution to upload at point of origin, move the equipment from point of origin to point of destination, and download at point of destination. The contractors are encouraged to provide the most efficient and cost effective solution.

Item	Description	Example
Custom Agent	Responsible for (but not limited to) processing documents through Malaysian customs office Clear cargo before arrival and departure of Vessel.	
Tractor truck, 20 foot long, flatbed trailer (Flat Top)	Vehicle and driver: Minimum required 20 foot long, flatbed trailer with truck, Flat Top, and driver. Includes all chains, straps, and metal clevises or connectors for various steel shipping containers, trucks, some with trailers. Loads not to exceed 12,000 kilograms per trailer.	
Tractor truck, 40 foot long, flatbed trailer (Flat Top)	Vehicle and driver: Minimum required 40 foot long, flatbed trailer with truck, Flat Top, and driver. Includes all chains, straps, and metal clevises or connectors for various steel shipping containers, trucks, some with trailers. Loads not to exceed 24,000 kilograms per trailer.	
Tractor truck, 40 foot long, flatbed trailer (Low Boy/RGN up to 40,000 kg)	Vehicle and driver: Minimum required 40 foot long, flatbed trailer with truck, Low Boy/RGN, and driver. Includes all chains, straps, and metal clevises or connectors for various steel shipping containers, trucks, some with trailers. Loads not to exceed 40,000kg per trailer.	
Tractor truck, 40 foot long, flatbed trailer (Low Boy)	Vehicle and driver: Minimum required 40 foot long, flatbed trailer with truck, Low Boy, and driver. Includes all chains, straps, and metal clevises or connectors for various steel shipping containers, trucks, some with trailers. Loads not to exceed 24,000 kilograms per trailer.	
10K Forklift	Forklift, with operator; shall be capable of moving containers weighing up to 10,000 pounds (4,536kgs). Forklift must be able to maneuver through tight areas. Equipment will be operational at all times.	

20K Crane	Crane, with operator; shall be capable of moving containers and equipment weighing up to 20,000 pounds (9,072kgs). Crane must be able to maneuver into tight areas. Equipment will be operational at all times.	
44 Passenger Bus	Leased with driver; shall be capable of seating minimum **44 passengers, not including the driver**; shall be climate controlled capable of maintaining a comfortable temperature, heating and air conditioning system must be fully functional at all times.	
Passenger Van	Leased with driver; shall be capable of **seating 9 passengers not including the driver;** shall be climate controlled capable of maintaining a comfortable temperature, heating and air conditioning system must be fully functional at all times.	
Box Truck (16')	Leased with driver; shall be capable of seating **2 passengers, not including the driver;** shall be climate controlled capable of maintaining a comfortable temperature, heating and air conditioning system must be fully functional at all times.	
4X4 SUV	Leased with driver; shall be capable of seating **4 passengers, not including the driver;** shall be climate controlled capable of maintaining a comfortable temperature, heating and air conditioning system must be fully functional at all times.	
Wash down Support services	(See below for detail description of service required)	

CUSTOMS BROKER / PORT AGENT

General. Contractor shall provide local custom agent support to manage all coordination's with the Malaysian Government. The Customs agent is responsible for customs/clearance of the vessel and all cargo IAW the Rules and Regulation of the Malaysian Government, Customs Authority, Port Authorities, or any other organization to

enable a US Carrier Vessel to dock.
Description of Responsibility. The contractor shall conduct all planning assistance and administration support functions as identified below in a timely and professional manner.

Specified Tasks. The contractor shall be required to conduct the following tasking on a daily basis, or as required, during the period of performance specified on each Individual Call.
1. The contractor shall have knowledge and potential to process customs shipment documentation.
2. The contractor shall provide operational assistance to the USARPAC exercise planning team.
3. The contractor shall have technical knowledge to assist the coordinating/planning of all site survey/planning workshop requirements for the US Army Pacific Pathway exercises throughout Malaysia.
4. The contractor shall possess general knowledge of the Malaysian Government customs procedures in accordance with Malaysian Government procedures.
5. The contractor shall provide consultation to USARPAC training audience planning team(s) with institutional knowledge from previous exercises.
6. The contractor shall be capable of performing daily tasks independent of direct supervision.

WASH DOWN SUPPORT SERVICES

General. The contractor shall complete vehicle and equipment wash-downs services to comply with Malaysia and USDA Agriculture standards and Preclearance inspection conducted by U.S. Military Law Enforcement personnel. Contractor shall be able to provide a Wash Down area, normally in a 1-week period. Contractor may be required to provide a wash down area in more than one location in Malaysia.

11.2 Description of Services. Contractor shall provide a clean concrete or asphalt area, ample work force and equipment needed to complete wash-down of all vehicles. Wash-down services must be ready and conducted on the time and date provided in contract terms and conditions. Sufficient lighting must be within the wash-down site should operations continue into hours of darkness. Vehicles and containers shall be clean of all foreign debris, soil, vegetation, insects, nests, animals, animal parts, and trash. Vehicles must have undercarriage, engine compartment, interior, and all exterior areas clean to pass Agriculture Preclearance Inspection and approval. Once loaded, the entire exterior, to include the bottom, must be cleaned to standards to pass agriculture preclearance inspection.

At a minimum the contractor will provide the following:

1. A minimum of four (4) wash-down stations shall be established to ensure rapid wash-down to allow equipment to be loaded aboard vessel.
2. Minimum of four (4) 1900 psi pressure washers
3. Generator/s with fuel capable of powering the above listed 4 high-pressure sprayers for 24 hour operation.

4. A work schedule will need to be arranged to allow for two 12 hour shifts/24 operation.
5. Laborers should have basic comprehension of verbal English. Agriculture pre-clearance Inspectors will provide washing guidance to host nation wash-down team prior to wash-down commencing. Wash-down team shall have a lead supervisor to maintain continuity of standards for the agriculture pre-clearance requirement.
6. Transportation for laborers/host nation wash-down team to and from wash-down site daily.
7. Meals for wash-down team.
8. Port access for wash-down team.

4.1.2 **Performance Schedule/Locations** Unit Measure JOB = Schedule/Movement of all line item equipment (PHIT), Transportation and MHE from designated origin to designated destination will be coordinated with the COR.

4.1.3 Due to variables with the exercises KS23, and associated deployment/redeployment, Contractors must remain flexible to requested time or date changes, quantities, and possible extensions of the period of performance stated throughout the PWS and also the table in 4.1.2; any changes shall be bilateral in nature under 52.212-4 commercial contracting. The US Government may change the dates, times, and location of delivery within the stated period of performance and place of performance. The US Government will notify the contractor of this type of change no later than 24 hours prior to the affected scheduled delivery date. The US Government may reduce the amount of services and shorten the period of performance for each specific task under 52.212-4. The US Government will notify the contractor of this type of change no later than 24 hours prior to the affected scheduled performance date. Contractors will provide individual unit pricing in their quotes to facilitate these changes that are bilateral in nature.

4.2 <u>Line Haul(PHIT), Transportation and Material Handling Equipment Services:</u>

4.2.1 Contractor shall provide Line Haul(PHIT), Transportation and MHE services using the equipment in 4.1.1 and/or using an alternative solution to move equipment from point of origin to point of destination. Contractor will include all chains and appropriate straps to ensure equipment remains secure.

4.2.2 Contractor will be responsible for providing upload and download of equipment of each line item in 4.1.2 and/or the schedule/pricing sheet. Contractors are encouraged to use ramps if vehicles are being transported. If a contractor is moving vehicles and cannot provide ramps for upload and download, the contractor will be responsible for upload and download of vehicles onto the line haul vehicles, and responsible for all associated coordination and costs.

4.2.3 Contractor shall provide equipment and operator for 24 hour coverage when required.

4.2.4 All equipment and operators shall be licensed and authorized to operate at locations specified in the place of performance.

4.2.5 The contractor shall provide all fuel, oils, vehicle insurance, tools, base access, economic zone fees, entry fees, repairs, maintenance, and any other operational costs for all equipment to be fully operational for the duration of this contract.

4.2.6 All mechanical controls shall be operative. All equipment shall be operative and kept in line with manufacturer's recommended maintenance program.

4.2.7 The Contractor shall maintain each piece of equipment pursuant to local and country safety requirements.

4.2.8 Contractor is responsible for moving vehicle in safe manner IAW MHE provided in PWS 4.1.1. Contractor shall provide information on what type of MHE equipment are being used to COR before the movement.

4.3 Delivery Performance

4.3.1 The contractor shall provide full service and will be solely responsible for the package to get from Origin to Destination. The contractor shall have experience in transporting high value

oversized items. The contractor shall be cleared, through own expense and process, to conduct business unescorted inside all areas within the Place of Performance.

4.3.2 Transportation shall comply with all applicable Malaysia regulations. The contractor shall provide shipping papers and any requested documentation (such as licenses) in advance of a shipment for review and acceptance by USG.

4.3.3 The contractor shall have an established Line Haul(PHIT), Transportation and MHE tracking system, and shall maintain constant control and/or surveillance during transit. Upon request, the contractor shall provide POC with real-time tracking information of the applicable line haul vehicle in transit and through delivery to destination. Upon request, the contractor shall provide USG POC verbal updates for estimated time of arrival as well as status update during transit. The contractor shall immediately notify USG in case of emergency, situations, or any conditions preventing the timely arrival of the line haul vehicle at the destination.

4.3.4 The contractor shall accept custody of the package from a designated USG POC at Origin and deliver to the Destination. The USG POC will contact the contractor when pick-up is available.

4.4 JOINT INSPECTIONS

4.4.1 The contractor and COR will conduct a joint inspection of the equipment at point of origin. At time of pickup, the contractor shall complete a joint pre-inspection with the COR verifying items that were received and their condition. The contractor shall provide a copy of the pre-inspection sheet to the COR. The contractor must stand by until these inspections are complete.

4.4.2 The contractor and COR will conduct a joint inspection of the equipment at destination upon delivery. The contractor shall complete a joint Post-inspection with the COR verifying that items have been delivered in the same condition received at point of origin. The contractor shall provide a copy of the post-inspection sheet to the COR.

4.5 LATE DELIVERY. In the event the contractor anticipates or encounters difficulty in complying with the schedule, the contractor shall immediately notify the COR telephonically giving full detailed reasons for the delay and a remedy. Receipt of contractor's notice does not constitute acceptance of an alternate delivery schedule waiver of the U.S. Government's rights under this contract or at law.

4.6 RECOVERY. Upon notification by the COR or contracting officer, the contractor shall recover disabled equipment within 24 hours. The contractor shall provide a replacement for all disabled equipment at the time of recovery.

4.7 UNLIMITED MILEAGE/HOURS. There shall be no limitation on mileage or hours.

4.8 DAMAGES.

4.8.1 The Government shall not be responsible for acts of God that may result in damage to any vehicle (i.e. hail storms, thunderstorms etc.). In addition, the Government shall not be responsible for normal depreciation to the vehicles. For purposes of this contract, "normal depreciation" is defined as the wear and tear that can reasonably be expected to result given the vehicle's use by equipment-laden troops in a harsh environment. Normal depreciation includes,

but is not limited to, minor scratches and dents to vehicle's exterior, minor damage to seat coverings, and the presence of dirt or sand. The Government will only be responsible for damage in excess of normal wear that results from negligence, neglect, or similar acts of the Government. All contractor claims for damage by the Government shall be submitted to the contracting officer for consideration in accordance with FAR Part 33.2.

4.8.2 The contractor shall report all incidents of damage or destruction to property (material, supplies, freight, or property of any type), or personal injury or death to any person, arising out of and during the performance of this contract to the Contract Officer Representative (COR) immediately. A complete written report shall be submitted within 96 hours after occurrence of the incident to the COR. Damages or destruction caused by the contractor and/or the contractor's provided drivers will be replaced or repaired to original condition by the contractor at no cost to the US Government. Contractor will have insurance for all vehicles and operators in accordance with applicable Malaysia law. The contractor shall provide a single Point of Contact (POC) that may be reached at any time, 24- hours a day and 7-days a week, for the scheduling of any necessary services or issues that may arise.

4.9 MAINTENANCE. The contractor shall ensure all equipment meets or exceeds the following minimum maintenance standards at the time of acceptance and throughout the specified period of performance.

4.9.1 The contractor is responsible for all scheduled and unscheduled maintenance of vehicles. The contractor shall provide all parts and labor necessary to complete required maintenance tasks at no additional cost to an already agreed upon/negotiated lease rate. Contractor provided parts may include, but are not limited to, wind shield wipers, tires, headlamps, filters, fluids, and lubricants. Maintenance shall be performed according to the manufacturer's recommended maintenance schedule.

4.9.2 If the contractor's scheduled or unscheduled maintenance results in the Government losing use of equipment for more than 12 hours, the contractor shall provide a replacement of a comparable capability for the Government to use.

4.10 EQUIPMENT OPERATORS.

4.10.1 Equipment operators may be required to work a **12 hour period with possible night operations.**

4.10.2 Equipment operators **shall be proficient in conversational Basic English** and able to translate directions / instructions from the COR.

4.10.3 Equipment operators will keep on their person at all times a valid license or equal documentation that may be required by the host nation as proof for legal operation of the vehicle/equipment in which they are assigned to drive/operate.

4.10.4 Equipment operators shall have a means of communication, and be reachable during prescribed duty hours. The contact information for each operator shall be provided to the Contracting Officer and Contracting Officer Representative (COR) prior to delivery. **The government will not be providing cell phones to any vehicle/equipment operators.**

4.10.5 The government **will not** provide hotel accommodations or meals to any vehicle/equipment operator.

4.11 HAZARDOUS MATERIAL. All hazardous materials (HAZMAT) used on vehicle/equipment must be contained and stored in the appropriate storage containers and/or cabinets. The contractor shall immediately report spills or releases of hazardous materials to the COR. The contractor shall be liable for containment and environmental cleanup of spill or release of such substance. The contractor shall follow manufacturer's guidelines and professional recommendations for control of humidity, temperature, cleanliness, and materials handling. The contractor shall comply with environmental and hazardous materials storage and handling requirements. The contractor will comply with municipal environmental laws to protect the health and safety of employees / residents and minimize or eliminate environmental pollution. Cargo may contain HAZMAT.

4.12 Sexual Assault and Sexual Harassment Policy. The contractor shall comply with and ensure all employees comply with the Sexual Assault and Sexual Harassment Policy outlined in Attachment 1 of this document.

The contractor shall annually train all employees to prevent sexual assault and sexual harassment. This training must, at a minimum, ensure that all contractor employees understand the definitions and policy outlined in Attachment #1.

Each employee's compliance with this training requirement shall be reported to the Contracting Officer prior to the employee being allowed access to the worksite.

Notification**.** The contractor shall inform the Contracting Officer immediately of:

Any information it receives from any source (including host country law enforcement) that alleges a contractor employee, subcontractor, or subcontractor employee has engaged in conduct that violates this policy.

Any actions taken against contractor employees, subcontractors, or subcontractor employees pursuant to this policy.

4.13 Permits. Contractor shall submit a request to obtain all appropriate permits required to fulfill the requirements of this PWS. The contractor shall not perform any work required by the issuance of a permit prior to obtaining the required permit.

4.12 OPSEC. Contractor will instruct their equipment operators to not share details of their work, equipment downloaded, cargo destinations and any other details of their work on social media, social settings, or with those not having a "need to know." Failure to comply may result in contract cancellation. Contractor will brief personnel of OPSEC reporting requirements.

4.13 Safety and Quality Assurance: Contractor is obligated to comply with generally accepted standards of the transportation industry for operation and maintenance practices. Contractor shall comply with all provisions of applicable statutes and agreements which may affect safety, and with all local and installation regulations, directives, orders, rules, laws, and standards pertaining to service provided within this PWS.

4.14 Claims:

4.14.1 Claims must be provided to the COR and contracting officer. Claims shall be submitted with a copy of both joint pre-inspection and post-inspection checklists.

4.14.2 If a claim is submitted, it shall require the joint inspection pre-and post- inspection/ acceptance sheets to accompany the claim form. Both shall be provided to the Contracting Officer at the time of claim submission. The pre-and post- inspection/acceptance sheets shall only be signed by the authorized receiving representative that is indicated in the contract. Inspection/acceptance sheets shall be signed and dated. Both parties' names shall be printed legible and signed.

4.14.3 If a claim is submitted without the pre-and post-inspection/acceptance sheets, the claim is subject to denial.

4.14.4 The contractor must submit their claim invoice in the following format:

Item Description	VIN/Serial Number	Concise Damage Description to include date	Repair and Material Cost

4.15 Antiterrorism:

4.15.1 iWATCH Training. *This standard language is for contractor, or subcontractor employees with an area of performance within an Army controlled installation, facility or areas of operation.* The contractor and all associated sub-contractor shall brief all employees on the local iWATCH program (training standards provided by the requiring activity ATO). 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. This training shall be completed within 60 calendar days of contract award and within 60 calendar days of new employees commencing performance with the results reported to the COR NLT 90 calendar days after contract award.

4.15.2 The contractor is responsible for coordinating with the COR or their designated representative before beginning work, and then each day before and after work starts, and finishes to verify any changes potentially impacting the units security operations or posture.

4.15.3 The contractor may be asked to suspend work because of heightened security, or a change in Force Protection Condition (FPCON) levels. These security/FPCON actions may include delays or denials in accessing secured areas.

4.15.4 The contractor or sub-contractor are responsible for possessing all the necessary documents to gain access to secure or restricted areas.

PART 5
APPLICABLE PUBLICATIONS

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

(a.) Useful reference documents for Contractors working with the U.S. Government are available at http://www.aca.army.mil/

(b.) Federal Joint Ethics Regulation (JER) 5500.7-R is available at www.dod.mil/dodgc/defense_ethics/ethics_regulation/

(c.) Federal Acquisition Regulations are available at https://www.acquisition.gov/far/

(d.) Documents are available upon request to the COR.

PART 6
TECHNICAL EXHIBIT LISTING

6. <u>Technical Exhibit List</u>:

6.1 <u>Technical Exhibit 1</u> – Performance Requirements Summary

6.2 <u>Technical Exhibit 2</u> – Deliverables Schedule

TECHNICAL EXHIBIT 1

Performance Requirements Summary

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

PERFORMANCE OBJECTIVE	STANDARD	PERFORMANC E THRESHOLD	METHOD OF SURVEILLANCE
1) PWS Part 1 Management and Administration Contractor shall comply with PWS provisions relating to Management and Administration operations.	Weekly COR PRS inspection checklist Pass / Fail criteria. Document Number:	>95 Percent Total Overall PRS Inspection Checklist Compliant Rate	100% Inspection of COR PRS Inspection Checklist.
2) PWS Part 1 Management and Administration Contractor shall comply with PWS provisions relating to Management and Administration processes.	Surveillance Process Audits	0 Safety or Environmental Discrepancies < 1 Technical Discrepancies	Periodic Inspection
3) PWS Part 3 Contractor Furnished Items and Services Contractor shall comply with PWS provisions relating to Contractor Furnished Items and Services operations.	Weekly COR PRS inspection checklist Pass / Fail criteria. Document Number:	>95 Percent Total Overall PRS Inspection Checklist Compliant Rate	100% Inspection of COR PRS Inspection Checklist.
4) PWS Part 3 Contractor Furnished Items and Services Contractor shall comply with PWS provisions relating to Contractor Furnished Items and Services processes.	Surveillance Process Audits	0 Safety or Environmental Discrepancies < 1 Technical Discrepancies	Periodic Inspection
5) PWS Part 4 Specific Tasks Contractor shall comply with PWS provisions relating to Specific Tasks.	Weekly COR PRS inspection checklist Pass / Fail criteria. Document Number:	>95 Percent Total Overall PRS Inspection Checklist Compliant Rate	100% Inspection of COR PRS Inspection Checklist.
6) PWS Part 4 Specific Tasks Contractor shall comply with PWS provisions relating to Specific Tasks.	Surveillance Process Audits	0 Safety or Environmental Discrepancies < 1 Technical Discrepancies	Periodic Inspection

7) PWS Part 5 Applicable Publications Contractor shall comply with PWS provisions relating to Applicable Publications operations.	Weekly COR PRS inspection checklist Pass / Fail criteria. Document Number:	>95 Percent Total Overall PRS Inspection Checklist Compliant Rate	100% Inspection of COR PRS Inspection Checklist.
8) PWS Part 5 Applicable Publications Contractor shall comply with PWS provisions relating to Applicable Publications processes.	Surveillance Process Audits	0 Safety or Environmental Discrepancies < 1 Technical Discrepancies	Periodic Inspection

9) PWS Part 6 Technical Exhibit Listing Contractor shall comply with PWS provisions relating to Technical Exhibit Listing operations.	Weekly COR PRS inspection checklist Pass / Fail criteria. Document Number:	>95 Percent Total Overall PRS Inspection Checklist Compliant Rate	100% Inspection of COR PRS Inspection Checklist.
10) PWS Part 6 Technical Exhibit Listing Contractor shall comply with PWS provisions relating to Technical Exhibit Listing processes.	Surveillance Process Audits	0 Safety or Environmental Discrepancies < 1 Technical Discrepancies	Periodic Inspection

TECHNICAL EXHIBIT

DELIVERABLES

SCHEDULE

Deliverable	Frequency	# of Copies	Medium/Format	Submit To
Name and phone numbers of management and operators to the COR.	Once and updated if any changes occur.	1 copies	Email and Hard Copy	KO and COR