PERFORMANCE WORK STATEMENT (PWS)

Commercial Calibration of Army Test, Measurement and Diagnostic Equipment (TMDE)
7th Signal Command (Theater)

Part 1

General Information

1. **GENERAL:** This is a non-personnel services contract to provide commercial calibration of Army Test, Measurement and Diagnostic Equipment (TMDE). 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.

1.1 Description of Services/Introduction: The contractor shall provide all personnel, equipment, supplies, facilities, transportation, tools, materials, supervision, and other items and non-personal services necessary to perform commercial calibration of Army Test, Measurement and Diagnostic Equipment (TMDE) as defined in this Performance Work Statement except for those items specified as government furnished property and services. The contractor shall perform to the standards in this contract.

1.2 Background: 7th Signal Command (Theater) requires commercial calibration support for Army owned test equipment that must be commercially calibrated. This equipment is coded in TB 43-180 (Technical Bulletin – Calibration and Repair Requirements for the Maintenance of Army Material) as "factory/vendor" calibrated. This equipment is not supported by the Army TMDE Support Centers. Services are required for all 7th SC (T) subordinate units that have "factory/vendor" calibrated equipment on hand that is due calibration.

1.3 Objectives: Provide commercial calibration support for designated TMDE that requires factory level calibration.

1.4 Scope: Contractor receives equipment and calibrates to industry standard and to established Army calibration intervals. Contractor returns equipment to owning unit after calibration.

1.5 Period of Performance: The period of performance shall be for one (1) Base Year of 12 months from date of award or until all equipment listed in the contract has been calibrated

Base Year
Option Year I
Option Year II

1.6 General Information

1.6.1 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.

1.6.2 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).

1.6.3 Recognized Holidays: [Contractor is not required to perform services on holidays.

New Year's Day	Labor Day
Martin Luther King Jr.'s Birthday	Columbus Day
President's Day	Veteran's Day
Memorial Day	Thanksgiving Day
Independence Day	Christmas Day

1.6.4 Hours of Operation: The contractor is responsible for conducting business, between the hours of 0730- 1700, Monday thru Friday except for Federal holidays or when the Government facility is closed due to local or national emergencies, administrative closings, or similar Government directed facility closings. For other than firm fixed price contracts, the contractor will not be reimbursed when the government facility is closed for the above reasons. The Contractor must at all times maintain an adequate workforce for the uninterrupted performance of all tasks defined within this PWS when the Government facility is not closed for the above reasons. When hiring personnel, the Contractor shall keep in mind that the stability and continuity of the workforce are essential.

1.6.5 Place of Performance: The majority of the work to be performed under this contract will be performed at the contractor facility.

1.6.6 Type of Contract: The government will award a (Type of contract to be determined by CCE and the customer).

1.6.7 Security Requirements: Not Applicable

1.6.8 Special Qualifications: Not Applicable

1.6.9 Post Award Conference/Periodic Progress Meetings: Not Applicable.

1.6.10 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, 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.

1.6.11 Key Personnel: Not Applicable.

1.6.12 Identification of Contractor Employees: Not Applicable.

1.6.13 Contractor Travel: Not Applicable.

1.6.14 Other Direct Costs Not Applicable.

1.6.15 Data Rights: Not Applicable

1.6.16 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 effect 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.

1.6.17 PHASE IN /PHASE OUT PERIOD: Not Applicable

PART 2
DEFINITIONS & ACRONYMS

2. **DEFINITIONS AND ACRONYMS:**

2.1. DEFINITIONS:

CALIBRATION. The comparison of a measurement system or device of unverified accuracy to a measurement system or standard of known greater accuracy to detect and correct any variation from the required performance specifications of the unverified measurement system or device.

CALIBRATION INTERVAL. The period of time that a calibrated instrument can be expected to retain its specified accuracy within a predetermined confidence level before it must be recalibrated.

2.1.1. CONTRACTOR. A supplier or vendor awarded a contract to provide specific supplies or service to the government. The term used in this contract refers to the prime.

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

2.1.3. CONTRACTING OFFICER'S REPRESENTATIVE (COR). An employee of the U.S. Government 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.

2.1.4. DEFECTIVE SERVICE. A service output that does not meet the standard of performance associated with the Performance Work Statement.

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

2.1.6. KEY PERSONNEL. Contractor personnel that are evaluated in a source selection process and that may be required to be used in the performance of a contract by the Key Personnel listed in the PWS. When key personnel are used as an evaluation factor in best value procurement, an offer can be rejected if it does not have a firm commitment from the persons that are listed in the proposal.

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

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

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

2.1.10. QUALITY CONTROL. All necessary measures taken by the Contractor to assure that the quality of an end product or service shall meet contract requirements.

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

2.1.12. TEST, MEASUREMENT, AND DIAGNOSTIC EQUIPMENT (TMDE). Any system or device used to evaluate the operational condition of an end-item or subsystem thereof to identify and isolate any actual or potential malfunction.

2.1.13. WORK DAY. The number of hours per day the Contractor provides services in accordance with the contract.

2.1.14. WORK WEEK. Monday through Friday, unless specified otherwise.

2.2. ACRONYMS:

ACOR	Alternate Contracting Officer's Representative
AFARS	Army Federal Acquisition Regulation Supplement
AR	Army Regulation
CCE	Contracting Center of Excellence
CFR	Code of Federal Regulations
CONUS	Continental United States (excludes Alaska and Hawaii)
COR	Contracting Officer Representative
COTR	Contracting Officer's Technical Representative
COTS	Commercial-Off-the-Shelf
DA	Department of the Army
DD250	Department of Defense Form 250 (Receiving Report)
DD254	Department of Defense Contract Security Requirement List
DFARS	Defense Federal Acquisition Regulation Supplement
DMDC	Defense Manpower Data Center
DOD	Department of Defense
FAR	Federal Acquisition Regulation
HIPAA	Health Insurance Portability and Accountability Act of 1996
KO	Contracting Officer
OCI	Organizational Conflict of Interest
OCONUS	Outside Continental United States (includes Alaska and Hawaii)
ODC	Other Direct Costs
PIPO	Phase In/Phase Out
POC	Point of Contact
PRS	Performance Requirements Summary
PWS	Performance Work Statement
QA	Quality Assurance
QAP	Quality Assurance Program
QASP	Quality Assurance Surveillance Plan
QC	Quality Control
QCP	Quality Control Program
TB	Technical Bulletin
TE	Technical Exhibit
TMDE	Test, Measurement, and Diagnostic Equipment
USASA	United States Army Signal Activity

PART 3
GOVERNMENT FURNISHED PROPERTY, EQUIPMENT, AND SERVICES

3. GOVERNMENT FURNISHED ITEMS AND SERVICES:

3.1. Services: For calibration services provided at the contractor's facility, the Government will fund and ship the equipment to the contractor facility for calibration. .

3.2 Facilities: Not Applicable.

3.3 Utilities: Not Applicable

3.4 Equipment: Not Applicable

3.5 Materials: Not Applicable

PART 4
CONTRACTOR FURNISHED ITEMS AND SERVICES

4. CONTRACTOR FURNISHED ITEMS AND RESPONSIBILITIES:

4.1 General: The Contractor shall furnish all supplies, equipment, facilities and services required to perform work under this contract that are not listed under Section 3 of this PWS.

4.2 Secret Facility Clearance: Not Applicable

4.3. Materials The Contractor shall furnish all materials necessary to perform calibration of equipment at the contractor locator.

4.4. Equipment. The Contractor shall furnish all equipment necessary to perform calibration of equipment at the contractor locator.

PART 5
SPECIFIC TASKS

5. Specific Tasks:

5.1. Basic Services

5.1.1. Contractor Facility Calibration Support.

5.1.1.1 Contractor will provide documentation that the commercial service will be IAW International Organization for Standards (ISO)/IEC 17025:2005 or later.

5.1.1.2. Contractor will provide calibration services, IAW manufacturer's calibration requirements, and in coordination with the requiring units for specified test equipment listed below. This contract is valid for one year from date of award or until all equipment listed in this contract is serviced. Contracted services will not be outsourced to a third party. Contractor must have the personnel and equipment to perform all calibration services in-house.

5.1.1.3. Upon receipt of equipment by contractor, equipment will be inspected for any damage caused during shipping. If damage is noted, contractor will immediately notify the owning unit before equipment is calibrated. Contractor will provide to the COR an email confirmation listing all equipment that was received prior to initiating calibration. Calibration will only proceed upon approval from COR.

5.1.1.4. Contractor will calibrate equipment at the intervals outlined in TB 43-180 180 (Technical Bulletin – Calibration and Repair Requirements for the Maintenance of Army Material). A calibration label will be attached to the equipment and will correspond to the intervals listed in TB 43-180. A calibration certificate will also accompany the calibrated equipment.

5.1.1.5. Contractor will submit invoices though WAWF once the equipment service is completed and will include all costs associated with the service by equipment serial number.

5.1.1.6. The unit being serviced will have the opportunity to add additional items into the service contract up to the final day of service (TBD), and the contract will be modified if needed.

5.1.1.7. If any submitted equipment is found to be in need of repair, the vendor will notify the contracting officer (KO), who will in turn contact the 7th SC (T) prior to authorizing the repair. When requested, the contractor will provide a repair cost estimate to the KO and the contracting officer's representative (COR). The COR will make a decision on whether the cost of the repair is more advantageous than replacement and provide that information to the KO. The KO will provide instructions to the contractor to proceed with repair of the equipment or to return it back to the owning unit for disposition. The contractor will not repair any equipment without approval from the KO. Total repair costs for all repairs will not exceed the maximum amount specified on the repair CLIN.

5.1.1.8. Once equipment has been calibrated, the contractor will ship the equipment back to the owning units. Return shipping will be computed into the total cost or included in a separate CLIN.

5.1.1.9. If equipment listed in the contract is not calibrated, new equipment can be substituted with the approval of the COR and vendor. If the new equipment model is not listed on the contract with a calibration cost, the COR will request calibration cost from the vendor prior to approving calibration.

5.1.1.10. Contractor shall provide a web-based system or customer portal that allows users to track the status of their equipment as it proceeds through the calibration process. System should track history of the calibration work order from initial acceptance to return shipping to user.

5.2. Task Heading. Not Applicable

5.3. CONTRACTOR MANAGEMENT REPORTING (CMR) : The Office of the Assistant Secretary of the Army (Manpower & Reserve Affairs) operates and maintains a secure Army data collection site where the Contractor shall report ALL Contractor manpower (including subcontractor manpower) required for performance of this contract. The Contractor shall completely fill in all the information in the format using the following web address https://Contractormanpower.army.pentagon.mil. The required information includes: (1) Contracting Office, Contracting Officer, Contracting Officer's Technical Representative (COTR) or also know as the Contracting Officer's Representative (COR); (2) Contract number, including task and delivery order number; (3) Beginning and ending dates covered by reporting period; (4) Contractor's name, address, phone number, e-mail address, identity of Contractor employee entering data; (5) Estimated direct labor hours (including sub-Contractors); (6) Estimated direct labor dollars paid this reporting period (including sub-Contractors); (7) Total payments (including sub-Contractors); (8) Predominant Federal Service Code (FSC) reflecting services provided by Contractor (and separate predominant FSC for each sub-Contractor if different); (9) Estimated data collection cost; (10) Organizational title associated with the Unit Identification Code (UIC) for the Army Requiring Activity (the Army Requiring Activity is responsible for providing the Contractor with its UIC for the purposes of reporting this information); (11) Locations where Contractor and sub-Contractors perform the work (specified by zip code in the United States and nearest city, country, when in an overseas location, using standardized nomenclature provided on website); (12) Presence of deployment or contingency contract language; and (13) Number of Contractor and sub-Contractor employees deployed in theater this reporting period (by country). As part of its submission, the Contractor shall provide the estimated total cost (if any) incurred to comply with this reporting requirement. Reporting period shall be the period of performance not to exceed 12 months ending September 30 of each government fiscal year and must be reported by 31 October of each calendar year. Contractors may use a direct XML data transfer to the database server or fill in the fields on the website. The XML direct transfer is a format for transferring files from a Contractor's system to the secure website without the need for separate data entries for each required data element at the website. The specific formats for the XML direct transfer may be downloaded from the website.

PART 6
APPLICABLE PUBLICATIONS

6. **APPLICABLE PUBLICATIONS (CURRENT EDITIONS)**

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

6.1.1. AR 750-43 Army Test, Measurement, and Diagnostic Equipment

6.1.2. TB 43-180 (Technical Bulletin – Calibration and Repair Requirements for the Maintenance of Army Material)

6.1.3. TB 750-25 (Army Test, Measurement, and Diagnostic Equipment (TMDE) Calibration Repair and Support Program, Section II.

PART 7
ATTACHMENT/TECHNICAL EXHIBIT LISTING

7. <u>Attachment/Technical Exhibit List</u>:

7.1. Attachment 1/Technical Exhibit 1 – Performance Requirements Summary

7.2. Attachment 2/Technical Exhibit 2 – 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 (The Service required—usually a shall statement)	**Standard**	**Performance Threshold** (This is the maximum error rate. It could possibly be "Zero deviation from standard")	**Method of Surveillance**
PRS # 1. The contractor shall provide calibration services in accordance with PWS paragraph 5.1.	The contractor provided calibration services IAW equipment manufacturer specifications and the criteria listed in TB 43-180.	No more than three customer complaints during the contract period.	Validated Customer Complaint received by COR.
PRS # 2. The contractor shall deliver calibrated equipment and accessories back to the owning unit after service is completed in accordance with PWS paragraph 5.1.	The contractor delivered equipment back to the vendor in same physical condition as received with no additional damage and all accompanying accessories.	No more than three customer complaints during the contract period.	Validated Customer Complaint received by COR.

TECHNICAL EXHIBIT 2

DELIVERABLES SCHEDULE

Deliverable	Frequency	# of Copies	Medium/Format	Submit To
Calibration certificate for each calibrated item of equipment	Whenever equipment is calibrated	1 original to accompany equipment	Hard copy certificate	Applicable equipment owner