

PERFORMANCE WORK STATEMENT
Japanese ASP Crane and Riggers Support
PR#12268399

PART 1
GENERAL INFORMATION

1. **General.** This is a non-personal services contract to provide cranes, riggers and, and 18-wheeler transport flat-bed truck with certified operators/certified Technicians services. The Government will 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 crane, rigger and 18-wheeler transport flatbed truck services to download and upload Japanese HAWK RADAR equipment, missiles and transport sea-vans on order as defined in this Performance Work Statement (PWS) except for those items specified as Government furnished property and services. Locations are McGregor Range, NM. The Contractor shall perform to the standards in this contract. In most cases there will be a 24-hour notice given to the contractor to be on site to execute these services.

1.2. **Background.** Unit Training and Certification (UT&C) Division is a Department Of Defense (DoD) organization engaged in missile defense training for Japanese Foreign militaries under the State Department. UT&C Division is responsible to contract assets needed to support logistical requirements for foreign and US military organizations engaged in missile defense training at McGregor range, New Mexico. The Japanese self-defense forces have been conducting missile defense training at Fort Bliss/McGregor range for 52 years.

1.3. **Objectives.** The objective of this contract is to support the Unit Training and Certification (UT&C) Division, which is a DOD organization engaged in missile defense training. UT&C Division is responsible to contract assets needed to support logistical requirements for foreign and U.S. Military organizations engaged in missile defense training at McGregor Range, New Mexico. UT&C requires support services to facilitate required training.

1.4. **Scope.** This contract includes all functions, tasks and responsibilities normally performed by **Crane, Rigging, and Flatbed Equipment Moving Services**. The functions listed below shall be the responsibility of the contractor. The services described below are recurring throughout the year and not part of a one-time mission. Most missions will require two cranes with rigger support, except where flatbed-only support is specified. The COR will coordinate and communicate any changes to the crane support schedule.

Equipment Requirements

To successfully perform the tasks outlined in this contract, the following equipment is required:

- **Two (2) 40-ton Cranes**

These cranes will be used for the lifting, positioning, and movement of all project-related equipment and containers **excluding missiles**.

- **One (1) 20-ton Crane**

This crane will be specifically used to lift and maneuver **missiles only**.

- **One (1) Flatbed Truck/Trailer (See 5.3.1)**

A flatbed will be required for the **loading and unloading of sandbags and crating materials** necessary to support the project.

The contractor shall perform the following tasks:

- **Load and unload specialized freight at McGregor Range, NM. (HAWK, PATRIOT systems, and Containers)**

- **Estimate Total Hours:** 30

- **Tentative Dates:**

- HAWK Download: 01 August 2025
 - PATRIOT Download: 02 October 2025
 - HAWK Upload: **TBD** (based on return transportation scheduling)
 - PATRIOT Upload: 12 November 2025

Note: *The TBD upload date of HAWK equipment will be delayed until transportation is available to return the equipment to its country of origin. This timing is currently undetermined and may occur at any time.*

- **Assemble Japanese HAWK Equipment**

- **Estimate Total Hours:** 30

- **Tentative Dates:**

- Assemble: 15 August 2025
 - Disassemble: **TBD**

- **Load and unload sandbags and crating materials with trailers at McGregor Range, NM.**
 - **Estimate Total Hours:** 20
 - **Tentative Date:** TBD
- **Load CHU-SAM missile at McGregor Range, NM with 24-hour notice.**
 - **Estimate Total Hours:** 30
 - **Tentative Dates:**
 - 08 September, 12 September, 20 September, 27 September, 04 October, 11 October, 18 October, 24 October, 01 November 2025
- Dates listed are tentative and subject to change based on mission requirements. Additional task dates may be added/removed throughout the year.
- The estimated hours listed reflect the total anticipated labor for the full year of service
- Estimated hours do not include travel to the job site; travel time will not be reimbursed.

1.5. **Period of Performance:** 28 July 2025 through 9 July 2026

1.6. **Hours of Operation**

1.6.1. **Normal Duty Hours**. The Contractor shall be responsible for providing performance/service during typical duty hours and on call basis. Typical duty hours are 7:00 AM - 4:00 PM Monday through Friday. However, the contractor shall be available on call seven days a week including Federal holidays except when the Government facility is closed due to local or national emergencies, administrative closings, or similar Government directed facility closings. Cranes must be able to respond as needed outside the set schedule and the Contractor shall respond within 24 hours' notice. The Contractor shall 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. The Contractor can expect that their services shall be required outside of these core hours.

1.6.2. **Federal Government Holidays.**

a. New Years, Day	1st day of January
Martin Luther King Jr.'s Birthday	3rd Monday of January
President's Day	3rd Monday of February
Memorial Day	Last Monday of May
Juneteenth	19th day of June
Independence	4th day of July
Day Labor Day	1st Monday of September
Columbus Day	2nd Monday of October
Veterans Day	11th day of November
Thanksgiving Day	4th Thursday of November
Christmas Day	25th day of December

- b. When one of the above designated legal holidays falls on a Sunday, the following Monday will be observed as a legal holiday. When a legal holiday falls on a Saturday, the proceeding Friday is observed as a legal holiday. This list of holidays relates to Government duty days and is not intended to supplement or otherwise alter the provisions of any Wage Determination regarding applicable paid holidays.
- c. It is understood and agreed between the Government and the Contractor that observance of such days by Government personnel shall not be a reason for an additional period of performance, or entitlement of compensation except as set forth within the contract.
- d. When the Department of Defense grants excused absence to its employees, the Contractor agrees to continue to provide sufficient personnel to perform critical tasks already in operation or scheduled and shall be guided by the instructions issued by the Contracting Officer (KO) or the Contracting Officer's Representative (COR). Changes in employee work schedules shall comply with the terms and conditions of the contract, to include payment provisions.
- e. If Government personnel are furloughed, the Contractor shall contact the KO or the COR to receive direction.

1.6.3. **Emergency Services.** On occasion, services may be required to support outside the normal duty hours as described above. The contractor shall be available on an on-call basis and shall perform work requested within 24 hours' notice.

1.6.4. **Inclement Weather Operations.** In cases of severe weather, the KO may authorize exceptions. When exceptions are granted, the Contractor shall make up all missed services within twenty-four (24) hours after the severe weather has terminated, unless the KO authorizes additional time. Rescheduling to provide make-up services shall not be a basis for a claim by the Contractor for additional compensation.

1.7. **Place of Performance.** The work to be performed under this contract shall be performed within the boundaries of the Fort Bliss Garrison Command Control at McGregor Range, New Mexico.

1.8. **Type of Contract.** The Government will award a Firm-Fixed Price contract.

1.9. **Quality Control.** Quality Control is the responsibility of the Contractor. The Contractor shall be responsible for the delivery of quality services to the Government in accordance with (IAW) the terms and conditions contained in Federal Acquisition Regulation (FAR) Subpart 52.246-1 entitled, "Contractor Inspection Requirements" and applicable sub-clauses pertaining to quality control.

1.9.1. **Quality Control Plan (QCP)**. The Contractor shall develop, implement and maintain an effective Quality Control System which includes a written Quality Control Plan (QCP). The QCP shall implement standardized procedure/methodology for monitoring and documenting contract performance to ensure all contract requirements are met. The Contractors' QCP shall contain a systematic approach to monitor operations to ensure acceptable services are provided to the Government. The QCP, as a minimum, shall address continuous process improvement; procedures for scheduling, conducting and documentation of inspection; discrepancy identification and correction; corrective action procedures to include procedures for addressing Government discovered non-conformances; procedures for root cause analysis to identify the root cause and root cause corrective action to prevent re-occurrence of discrepancies; procedures for trend analysis; procedures for collecting and addressing customer feedback/complaints. The Contractor shall provide to the Government their quality control documentation within (5) calendar days of contract award in Adobe PDF or MS Office format emailed to the KO and COR. Changes to the QCP after award shall be submitted to the KO and COR in an electronic copy within five (5) calendar days prior to the proposed changes thereafter. After acceptance of the quality control plan the Contractor shall receive the Contracting Officer's acceptance in writing of any proposed change to their QC System in regard to this contract.

1.9.2. **Corrective Action Request (CAR)**. At any time, it is determined by the KO that the quality control system, personnel, instructions, controls, tests, or records are not providing results which conform to contract requirements, action shall be taken by the Contractor to correct the deficiency. If a Nonconformance Report (NCR) is issued the Contractor shall develop a Corrective Action Plan (CAP) which identifies the root cause, Corrective Action (CA) for the root cause, CA for the specific non-conformance and CA to the root cause to prevent recurrence and a corrective action including the timeline for completion.

1.10. **Quality Assurance**. The Government will evaluate the Contractor's performance under this contract in accordance with (IAW) the Quality Assurance Surveillance Plan (QASP). This plan is a government only document primarily focused on what the Government must do to assure that the Contractor has performed IAW the requirements of the contract. It defines how the performance standards will be applied, the frequency of surveillance, and the minimum acceptable deficiency rate(s) as illustrated within the PWS and Performance Requirements Summary (PRS). All performance ratings will use (Exceptional, Very Good, Satisfactory, Marginal, or Unsatisfactory), as defined in FAR subpart 42.15, *Contractor Performance Information*. The Government reserves the right to conduct compliance surveillance of any contractual requirement of this acquisition.

1.10.1. **Contracting Officer Representative (COR)**. The Procurement Ingratated Enterprise Environment. (PIEE) <https://piee.eb.mil>. for nomination, tracking, documentation, and management of CORs will be used. 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 notify both the KO 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.

1.10.2. **Post Award Conference/Periodic Progress Meetings.** The Contractor shall attend any post award conference convened by the contracting activity or contract administration office IAW FAR Subpart 42.5, Post Award Orientation. The KO, COR, and other Government personnel, as appropriate, may meet periodically with the Contractor to review the Contractor's performance. At these meetings the KO will apprise the Contractor of how the Government views the Contractor's performance and the Contractor shall 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. Minutes shall be taken during all meetings.

1.11. **Antiterrorism (AT) and Operations Security (OPSEC).**

1.11.1. **AT Level I Training.** All Contractor employees, including subcontractor employees, requiring access to Army installations, facilities, or controlled access areas shall complete Antiterrorism (AT) Level I awareness training within five (5) calendar days after contract start date or effective date of incorporation of the requirement into the contract, whichever applies. The Contractor shall submit Certificates of completion for each affected contract employee and Subcontractor employee to the COR (or to the KO, if a COR is not assigned) within five (5) calendar days after completion of training by all employees and Subcontractor personnel on a recurring annual basis. AT Level I awareness training is available at the following site: <https://atlevel1.dtic.mil/at>. If access to a computer is not available, the unit's Level II Anti-terrorism Officer (ATO) will conduct AT Level I training for the Contractor and employees within five (5) calendar days after contract start and maintain a copy of the attendance roster for one year. Any Contractor hired after contract start will be required to receive AT Level I training within five (5) calendar days by the ATO. It will also be acceptable for the new hire to take the training online and present the training certificate to the ATO within three (3) calendar days. AT Level I training is an annual requirement with the 12 month period starting on the date of initial training and re-certification NLT the last day of the 12 month period. If the requiring activity does not have an ATO, the first ATO in the chain of command will conduct this training.

1.11.2. **Access and General Protection/Security: Policy and Procedures.** Contractor and all associated subcontractor-Contractors employees shall comply with applicable installation, facility and area commander installation/facility access and local security

policies and procedures (provided by Government representative). The Contractor shall also provide all information required for background checks to meet installation access requirements to be accomplished by installation Provost Marshal Office, Director of Emergency Services or Security Office. Contractor workforce must comply with all personal identity verification requirements as directed by DoD, Headquarters Department of the Army (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.

1.11.3. **iWATCH Training**. The Contractor and all associates subcontractors shall brief all employees on the local iWATCH program, training standards provided by the requiring activity ATO. This locally 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 five (5) calendar days of contract award and within five (5) calendar days of new employees' commencing performance with the results reported to the COR no later than five (5) calendar days from employment start. Documentation to be used by the COR to satisfy this requirement can be found at <https://www.bliss.army.mil/iWATCH>.

1.12. **Security**

1.12.1. **Physical Security**. The Contractor shall be responsible for safeguarding all Government equipment, information and property provided for Contractor use IAW AR 190-13, The Army Physical Security Program. Contractor shall maintain a physical security checklist/log which will be forwarded to the COR on a monthly basis. At the close of each work period, Government facilities, equipment and materials shall be secured.

1.12.2. **Security of Classified Items, Systems and Information**. The Contractor, as a general rule, shall not have access to classified information; however, should classified documents fall into the possession of the Contractor, the Contractor shall immediately contact the COR for disposition instructions.

1.13. **Safety Accident Prevention Standards**. In order to provide safety control for protection to the life and health of employees and other persons; for prevention of damage to property, materials, supplies, and equipment; and for avoidance of work interruptions in the performance of this contract, the Contractor shall comply with the following Safety Accident Prevention Standards: 29 CFR 1910, Occupational Safety and Health Standards; 29 CFR 1926, Safety and Health regulations for Construction; Army Corps of Engineers Manual 385-1-1, Safety and Health Requirements Manual. The Contractor shall comply with the above and all other applicable DoD, Army, Federal, State and Local safety and health requirements.

1.13.1. **Reporting of Fire and Safety Hazards**. The Contractor shall train personnel to recognize fire and safety hazards and encourage personnel in the performance of their duties to report fire and safety hazards and unsafe conditions to their supervisor. The

Contractor shall take corrective action to remedy reported deficiencies IAW the terms of this contract. The COR shall be notified of deficiencies beyond the terms of this contract.

1.13.2. **Environment and OSHA**. The Contractor shall comply with all local, State, and Federal environmental and occupational safety laws, rules, and regulations. Any apparent conflict between compliance with such local, State, and Federal environmental and occupational safety laws, rules, regulations, and compliance with the requirements of the contract shall be immediately brought to the attention of the KO or authorized representative for final resolution. The Contractor shall notify the KO or authorized representative in writing in addition to any verbal notification of such conflict. The Contractor shall be liable for all fines, penalties, and costs which result from violations of, or failure to comply with, all such local State, or Federal laws, rules, and regulations. All unsafe acts or conditions fostered by the Contractor or Contractor personnel may be grounds for the KO or authorized representative to halt any and all Contractor performance with a commensurate deduction of monies due to the Contractor until such unsafe conditions are corrected. The Contractor shall take due caution not to endanger personnel during performance of this contract. Upon discovery of a serious hazard such as, but not limited to, fire, or large fuel spill, the Contractor shall notify the KO or designated representative and COR.

1.13.3. **Reporting Mishaps**. The Contractor shall adhere to reporting of mishaps IAW AR 385-10, The Army Safety Program and DA Pam 385-40, Army Accident Investigations and Reporting. In addition, the Contractor shall report: (1) Injury or occupational illness to on-duty Contractors; (2) Damage to Government Furnished Materials (GFM), Government Furnished Property (GFP), or Government Furnished Equipment (GFE) provided to a Contractor; (3) Contractor accidents involving Army property and personnel.

1.13.4. **Emergency Treatment**.

- a. The Contractor shall have competent personnel trained and capable of dealing with minor personnel injuries. The Contractor shall notify the KO or COR within 30 minutes of any accident requiring emergency medical treatment.
- b. Emergency medical treatment and services for Contractor personnel is the responsibility of the Contractor.

1.13.6. **Personnel Safety**. The Contractor shall immediately correct all safety deficiencies upon notification of the deficiencies by the KO or COR, and shall notify the KO of the corrective action to be taken.

1.14. **Personnel**. For purposes of this paragraph, the term “personnel” or “employee(s)” refers to any person performing work related to this contract, including but not limited to, the Contractor’s employees, agents, representatives, or subcontractor. The Contractor shall staff this effort with trained, competent and capable employee(s) for the discipline

they are assigned to. Contractor personnel shall present a clean, neat and professional appearance. The Contractor shall ensure that employees meet all applicable federal, state, local, and installation certification, licensing, medical requirements, and qualifications to perform all assigned tasks and functions as defined in this contract prior to commencement of work. The Contractor shall not permit any personnel to work under this contract if such person is identified by a Government authorized representative to the Contractor as a potential threat to the health, safety, security, general wellbeing, or operational mission of the Army and Ft. Bliss, Texas and McGregor Range, New Mexico. All Contractors' personnel shall comply with installation security and access procedures and the Contractor's final Safety Plan.

1.14.1. **Motor Vehicle Operators.** Contractor's personnel, whose tasks involve operation of any vehicles, shall possess a valid U.S. state driver's license, certificates and permits, applicable for the type and class of vehicle being operated.

1.14.2. **Authorization to Work.** Contractor's personnel shall either be a United States Citizen or authorized to work in the United States or possess a valid U.S. Immigration T-151 or I-94, Alien Registration Card.

1.14.3. **Speaking, Reading, and Understanding English.** Contractor shall hire and staff personnel who can communicate with Government representatives and where reading, understanding, and discussing environmental, health, and safety warnings are an integral part of an employee's duties, Contractor's employee shall be able to understand, read, write, and speak the English language fluently. English shall be the only language used with regard to this contract for written correspondence, discussions and other business transactions.

1.14.4. **Identification of Contractor Employees.**

- a. The Contractor (to include subcontractors) shall provide each employee an Identification (ID) Badge, which includes at a minimum, the Company Name, Employee Name and a color photo of the employee. ID Badges for Key Personnel shall also indicate their job title. ID Badges shall be worn at all times during which the employee is performing work under this contract. Each Contractor (to include subcontractors) employees shall wear the ID Badge in a conspicuous place on the front of exterior clothing and above the waist except when safety or health reasons prohibit. The Contractor (to include subcontractors) shall be responsible for collection of ID Badges upon completion of the contract or termination of employee. A listing of issued identification cards shall be furnished to the KO prior to the contract performance date and updated as needed to reflect Contractor and subcontractor personnel changes.
- b. All Contractor 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.

- c. Contractor personnel shall ensure that all documents or reports produced by Contractors are suitably marked as Contractor products or that Contractor participation is appropriately disclosed.

1.14.5. **Conflict of Interest.**

- a. **Employment of Government Personnel.** The Contractor shall not knowingly employ any person who is a U.S. Government employee if employing that person would create a conflict of interest. Additionally, the Contractor shall not knowingly employ any person who is an employee of the Government, either military or civilian, unless such person seeks and receives written approval according to DoD 5500.7-R, Joint Ethics Regulations (JER) by the individual's commander or director. A copy of the authorization will be provided to the COR. In addition, the Contractor is prohibited from employing Government Quality Assurance Representatives (QAR) whom the Contractor knows or should have known are responsible for monitoring any contracts/subcontracts awarded to the service provider.

1.14.6. **Contractor Code of Business Ethics and Conduct.**

1.14.7. **Conduct of Employees.** Contractor personnel's conduct shall not reflect discredit upon the Government. The Contractor shall ensure that personnel present a professional appearance. The Contractor's employees shall observe and comply with all local policies and procedures concerning fire, safety, environmental protection, sanitation, security, and possession of firearms or other lethal or illegal weapons or substance. The Contractor is responsible for ensuring that any Contractor employees providing services under this contract conduct themselves and perform services in a professional, safe, and responsible manner. The Contractor shall remove from the job site any employee for reasons of misconduct or security. In accordance with Department of Defense (DoD) Directive 5500.7-R, "Joint Ethics Regulation", Contractor employees must avoid being improperly influenced in the execution of their duties under the contract. Particular attention should be paid to acceptance of gifts/ gratuities, and on non-disclosure of sensitive or classified information. The Contractor shall ensure employee conduct complies with 41 U.S. C 423 relative to release of acquisition related information or actions or discussions which may prejudice future competitions. The Contractor shall ensure no contractor employees conduct political related activities or events on United States of America (USA) Facilities.

1.14.8. **Contractor Advertising.** The Contractor shall not place or display advertising of any kind on Government property.

1.14.9. **Special Qualifications.**

- a. Crane & Rigging. Crane and Riggers Technicians shall be able to climb a 15 foot vertical, rung, ladder to gain access to the top of crated equipment and transport sea-vans in order to connect/disconnect a variety of hoisting devices. Technicians shall also be able to work outside in a harsh desert environment in all types of weather conditions.

- b. The Contractor shall meet the following qualifications:

- 1) Have a minimum of three years documented experience with crane and rigger services unloading and loading military missile defense equipment and missiles. Contractor shall provide award number, period of performance, point of contact, and brief description of services.
- 2) The Contractor shall submit with their proposal licenses for operating equipment, certifications of operators of Cranes, riggers and drivers to the contracting office.

1.14.10. **Key Personnel.** The following personnel are considered key personnel by the Government: Project Manager, Crane Operator, Riggers, and Truck Drivers. All crane operators and riggers should have at a minimum 3 years' experience of loading and unloading military missile defense equipment and missiles.

- a. **Project Manager (PM)/alternate PM.**

- 1) The Contractor shall provide a PM 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 KO within (5) calendar days after contract award, thereafter any changes shall be provided five (5) business days prior to expected change and no less than 24-hours after unplanned changes. The PM or alternate shall have full authority to act for the Contractor on all contract matters relating to daily operation of this contract.
- 2) The PM or alternate shall be available between 7:00 AM to 4:00 PM except Federal holidays or when the Government facility is closed for administrative reasons.

PART 2 DEFINITIONS, ACRONYMS & ABBREVIATIONS

2. **Definitions and Acronyms.**

2.1. **Definitions.** Federal Acquisition Regulation (FAR), Dictionary of US Army Terms, AR 310-25 and Authorized Abbreviations and Brevity Code, AR 310-50, are the references for definitions and acronyms not listed below.

2.1.1. **Cannibalize.** Remove parts from Government property for use or for installation on other Government property.

2.1.2. **Contract Administrator.** The official Government representative delegated authority by the Contracting Officer to administer a contract. This individual is normally a member of the appropriate Contracting/Procurement career field and advises on all technical contractual matters.

2.1.3. **Contractor.** A supplier or vendor awarded a contract to provide specific supplies or services to the Government. The term used in this contract refers to the prime.

2.1.4. **Contractor Acquired Property.** Property acquired, fabricated, or otherwise provided by the Contractor for performing a contract and to which the Government has title.

2.1.5. **Contracting Officer (KO).** A person with authority to enter into, administer, and/or terminate contracts, and make related determinations and findings on behalf of the Government. Note: The only individual who can legally bind the Government.

2.1.6. **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.

2.1.7. **Controlled Area.** A controlled space extending upward and outward from a specified point. This area is typically designated by a commander or director, wherein sensitive information or operations occur and requires limitations of access.

2.1.8. **Defective Service.** A service output that does not meet the standard of performance associated with the Performance Work Statement (PWS).

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

2.1.10. **Equipment.** A tangible item that is functionally complete for its intended purpose, durable, nonexpendable, and needed for the performance of a contract.

Equipment is not intended for sale, and does not ordinarily lose its identity or become a component part of another article when put into use. Equipment does not include material, real property, special test equipment or special tooling.

2.1.11. Government-Furnished Property (GFP) or Government Property (GP).

Property in the possession of, or directly acquired by, the Government and subsequently made available to the Contractor for performance of a contract. Government-furnished property includes, but is not limited to, spares and property furnished for repair, maintenance, overhaul, or modification. Government-furnished property also includes Contractor-acquired property if the Contractor-acquired property is a deliverable under a cost contract when accepted by the Government for continued use under the contract.

2.1.12. Government Property. All property owned or leased by the Government. Government property includes both Government-furnished property and Contractor-acquired property. Government property includes material, equipment, special tooling, special test equipment, and real property. Government property does not include intellectual property and software.

2.1.13. 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. The prime Contractor is responsible for performance of all subcontractors.

2.1.14. Loss of Government Property. Unintended, unforeseen or accidental loss, damage, or destruction of Government property that reduces the Government's expected economic benefits of the property. Loss of Government property does not include occurrences such as purposeful destructive testing, obsolescence, normal wear and tear, or manufacturing defects. Loss of Government property includes, but is not limited to:

- a. Items that cannot be found after a reasonable search.
- b. Theft:
- c. Damage resulting in unexpected harm to property requiring repair to restore the item to usable condition; or
- d. Destruction resulting from incidents that render the item useless for its intended purpose or beyond economical repair.

2.1.15. Material. Property that may be consumed or expended during the performance of a contract, component parts of a higher assembly, or items that lose their individual identity through incorporation into an end-item. Material does not include equipment, special tooling, and special test equipment or real property.

2.1.16. **Non-Personal Services**. The personnel rendering the services are not subject, either by the contract's terms or by the manner of its administration, to the supervision and control usually prevailing in relationships between the Government and its employees. Non personal service contracts are authorized by the Government in accordance with FAR 37.012, under general contracting authority, and do not require specific statutory authorization.

2.1.17. **Physical Security**. Actions that prevent the loss or damage of Government property.

2.1.18. **Property**. All tangible property, both real and personal.

2.1.19. **Property Administrator (PA) or Plant Clearance Officer (PLCO)**. An authorized representative of the Contracting Officer appointed in accordance with agency procedures, responsible for administering the contract requirements and obligations relating to Government property in the possession of the Contractor.

2.1.20. **Property Records**. Records created and maintained by the Contractor in support of its stewardship responsibilities for the management of Government property.

2.1.21. **Provide**. To furnish, as in Government-furnished property, or to acquire, as in Contractor-acquired property.

2.1.22. **Quality Assurance**. The Government procedures to verify that services being performed by the Contractor are acceptable IAW established standards and requirements of this contract.

2.1.23. **Quality Assurance Specialist**. An official Government representative concerned with matters pertaining to the contract administration process and quality assurance/quality control. Acts as technical advisor to the Contracting Officer in these areas.

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

2.1.25. **Quality Control**. All necessary measures taken by the Contractor to assure that the quality of an end product or service shall meet contract requirements.

2.1.26. **Real Property**. See Federal Management Regulation 102-71.20 (41 CFR 102-71.20).

2.1.27. **Sensitive Property**. Means property potentially dangerous to the public safety or security if stolen, lost, or misplaced, or that shall be subject to exceptional physical security, protection, control, and accountability. Examples include weapons,

ammunition, explosives, controlled substances, radioactive materials, hazardous materials or wastes, or precious metals.

2.1.28. **Subcontractor**. One that enters into a contract with a prime Contractor. The Government does not have privity of contract with the subcontractor.

2.1.29. **Unit Acquisition Cost** means—

- a. For Government-furnished property, the dollar value assigned by the Government and identified in the contract; and
- b. For Contractor-acquired property, the cost derived from the Contractor's records that reflect consistently applied generally accepted accounting principles.

2.1.30. **Wide Area Work Flow (WAWF)**. A secure web-based system for electronic invoicing, receipt, and acceptance. WAWF allows Government vendors to submit and track invoices and receipt/acceptance documents over the web and allows Government personnel to process those invoices in a real-time, paperless environment.

2.1.31. **Workday**. The number of hours per day the Contractor provides services IAW the contract.

2.1.32. **Work Week**. Monday through Friday, except for Federal holidays unless specified otherwise.

2.2. **Acronyms**.

ACOR	Alternate Contracting Officer's Representative
AFARS	Army Federal Acquisition Regulation Supplement
AQL	Acceptable Quality Level
AR	Army Regulation
AT	Antiterrorism
CAP	Contractor Acquired Property
CDR	Contract Deficiency Report
CFR	Code of Federal Regulations
CMR	Contract Manpower Reporting
CONUS	Continental United States (excludes Alaska and Hawaii)
COR	Contracting Officer Representative
COTS	Commercial-Off-the-Shelf
DA	Department of the Army
DFARS	Defense Federal Acquisition Regulation Supplement
DoD	Department of Defense
FAR	Federal Acquisition Regulation
FPCON	Force Protection Condition
GFP	Government-Furnished Property
HIPAA	Health Insurance Portability and Accountability Act of 1996
JER	Joint Ethics Regulation

JTR	Joint Travel Regulation
KO	Contracting Officer
OCI	Organizational Conflict of Interest
OCONUS	Outside Continental United States (includes Alaska and Hawaii)
ODC	Other Direct Costs
PA	Property Administrator
PIPO	Phase In/Phase Out
PLCO	Plant Clearance Officer
POC	Point of Contact
PRS	Performance Requirements Summary
PWS	Performance Work Statement
QA	Quality Assurance
QAP	Quality Assurance Program
QASP	Quality Assurance Surveillance Plan
QC	Quality Control
QCP	Quality Control Program
TE	Technical Exhibit
WAWF	Wide Area Work Flow

PART 3
GOVERNMENT FURNISHED PROPERTY, EQUIPMENT, AND SERVICES

3. GOVERNMENT FURNISHED ITEMS AND SERVICES:

3.1. Material: The Government will provide some loading material such as wooden crates in order to perform as outline in this PWs.

PART 4

CONTRACTOR FURNISHED ITEMS AND SERVICES

4.1. **General.** With the exception of items specifically identified as Government furnished in Part 3, the Contractor shall furnish all supplies, equipment, supervision, materials and services necessary to perform the requirements of this contract.

4.2. **Permits, Taxes, Licenses, Ordinances, and Regulations.** The Contractor shall, at their own expense, obtain all necessary permits, give all notices, pay all license fees and applicable taxes, comply with municipal, State, and Federal laws, ordinances, rules and regulations applicable to the business carried on under this contract.

4.3. **Contractor Equipment.**

4.3.1. **Condition of Property.** All Contractor property shall be in an operable condition and meet all applicable Federal, State, Local, and Installation requirements for its operation. Equipment shall also have complete and intact design and safety features as if they were new excluding the appearance of fair wear and tear on the equipment.

4.3.2. **Identification and Markings.**

4.3.2.1. **Equipment.** All Contractor furnished equipment shall be inscribed, engraved, stamped, or otherwise permanently marked to identify it as Contractor Owned property. The method of marking and information shall be at the Contractor's discretion except that it shall minimally identify the name of the Contractor's concern. There should be at least 2 40ton cranes on stand by for each mission unless specified by the COR.

4.3.3. **Vehicles.** The Contractor shall provide and maintain sufficient vehicles required to fulfill the terms of this contract. Contractor Vehicles shall bear the name of the Contractor's concern on both right and left side of the vehicle. Identification affixed to vehicles shall be in bold text letters not less than one half (1/2) inch in stock and not less than three (3) inches high. Color and style of text are at the Contractor's discretion providing the text is in clear and sharp contrast to the surrounding area.

4.3.4. **Operation.** All Contractor owned equipment shall be operated according to applicable Federal, State, Local, and Installation laws and regulations as they apply to the equipment. This includes the requirement that Contractor personnel shall be adequately trained and possesses all necessary licenses, certification, or other required documents to operate the equipment.

- a. Contractor furnished cranes shall be able to lift, and move at a minimum 30 Tons with appropriate support riggers.

- b. Contractor furnished transportation equipment shall be able to transport oversized and wide loads, with a preference to flat-bed trailers due to the terrain of relocation.
- c. Should the cranes or trucks or any of its supporting equipment become non-operational the Contractor shall immediately contact the COR.

4.4. **Maintenance and Repair Parts.** The Contractor shall provide all of the necessary equipment and materials needed to perform the services within this contract such as but not limited to: fluids, fuel, tires, lights, and safety features.

4.5. **Responsibilities of the Contractor.**

- a. The Contractor shall provide a safe working environment for key consultants and all persons in his/her employ as prescribed by Engineering Manual (EM) 385-1-1, "General Safety Requirements" and 29 CFR 1910 "Occupational Health and Safety". The Contractor shall be responsible for all damages to persons and property that occur in connection with the work and service under this contract, without recourse against the Government.
- b. Contractor shall exercise extreme caution to protect building finishes, private property, military property, etc., from damage during the performance of these contract requirements. Contractor shall be responsible for all loss or damage or whatsoever kind and nature to all Government property, while in the performance of these contract requirements, which result in whole or in part from the negligence or omissions of Contractor, any of his Subcontractors or any employee, agent or any representative of the Contractor or Subcontractor(s).
- c. The Contractor shall also be responsible for all materials delivered and work performed until completion and acceptance of the entire work, except for any completed unit of work which may have been accepted under the contract.

PART 5

SPECIFIC TASKS

5. Specific Tasks:

5.1. Basic Services. The Contractor shall provide services for Crane, Rigging, and Flatbed Equipment Moving Services. Dates could be added to the tentative dates per mission scheduling and requirements.

5.2. Crane and Rigging Services

5.2.1. Download and upload Japanese HAWK/PATRIOT equipment, missile equipment, and generators from transport trucks upon arrival and departure of equipment at McGregor range, New Mexico.

5.2. 2. Download and upload Japanese sea-vans, 20- and 40-foot containers, and other hard-shell containers from transport trucks upon arrival and departure of equipment at McGregor range, New Mexico.

5.2.3. Contractor shall be able to accurately place off-loaded equipment and/or containers on a precise surveyed marker or area. Riggers shall be able climb on top of equipment and/or containers to attach hosting cables and other rigging devices for crane operations.

5.2.4. Assemble and disassemble. Some large HAWK system components will arrive disassembled. The contractor shall use crane support to assemble the equipment upon arrival and disassemble it prior to return shipment, as directed by the COR.

5.2.5. Contractor shall be able to move missile canisters to precise placement locations in accordance with COR and UT&C Division safety officers. Missile canisters shall be handled with extreme caution and crane operators and riggers shall be able to smoothly transport missiles to and from precise points while stacking missile canisters on top of one another, down-loading and uploading missile canisters to missile system launcher systems and coordinating other movements in an exact precise location in accordance with UT&C Division Safety officers and COR.

5.2.6. Generator Relocation (MISC) the contractor shall remove the generator from equipment and place in spill kit. After the Government performs services to the generator the contractor shall relocate the generator back onto the equipment. The Contractor shall comply with all applicable laws and regulations, including but not limited to Federal Law, New Mexico and Texas State Law, Occupational Safety and Health Administration (OSHA) regulations, Army and installation regulations.

5.2.7. All crane operators and riggers should have at a minimum 3 years' experience of loading and unloading military missile defense equipment and missiles.

5.3. Cargo Transport.

5.3.1. Contractor shall provide cargo transportation equipment such as semi-trailer truck with a flat-bed trailer, to move wood crated materials within the area of McGregor Range that will be disclosed later, per request.

5.3.2. Transportation operators shall secure loads in a manner to preclude load shifting or falling off of trailer during transport. Transportation operators shall be required to advise and direct forklift operators on how to distribute loads to optimize the most efficient and effective methods to stream-line operations without damage to materials.

5.3.3. All transports shall take place within the same working day.

5.4. Operational Environment.

5.4.1. Contractor shall be required to operate in a desert environment under all types of weather conditions, to include rough terrain, improved and unimproved roadways.

5.4.2. The Contractor shall be required to maneuver in small spaces on uneven terrain and in all types of terrain such as but not limited to sand, loose gravel and compacted surface.

5.4.3. The Contractor shall be required to position cranes on high narrow roads that require crane operators to back cranes long distances into positions along terrain that is uneven and most cases absence of asphalt roads, concrete or other man-made road surfaces.

5.4.4. The Contractor shall be self-sustained to provide their own needs for food and water during long operating periods in remotely located positions far from any type of commercial facilities.

5.4.5. The Contractor shall understand that they will be operating in a less than desirable environment and they shall be exposed to many desert environments' i.e. sun, blowing dust, poisonous snakes and other desert creatures. The Government will not be liable for any injuries to Contractor employees as a result from working within these types of environments.

5.4.6. The Contractor shall be willing to operate regardless of weekends, holidays, late evenings, early mornings, or at any other time the services are needed within a 24-hour notice.

5.5. Certifications.

5.6. **Monthly Reports.** The Contractor shall provide a Monthly Report to the COR not later than (NLT) the 5th calendar day of each month. At a minimum the report shall

contain all work performed by contract CLIN number and any other information that concerns the contract.

5.9. Contractor Manpower Reporting (CMR).

5.9.1. The Contractor shall report ALL Contractor labor hours (including Subcontractor labor hours) required for performance of services provided under this contract **for the Army** via a secure data collection site. The Contractor is required to completely fill in all required data fields using the following web address: <http://www.ecmra.mil/>, and then click on “Department of the Army CMRA” or the icon of the DoD organization that is receiving or benefitting from the contracted services.

5.9.2. Reporting inputs will be for the labor executed during the period of performance during each Government fiscal year (FY), which runs October 1 through September 30. While inputs may be reported any time during the FY, all data shall be reported no later than October 31 of each calendar year, beginning with 2015 Contractors may direct questions to the help desk at help desk at: <http://www.ecmra.mil/>. Contractors may direct questions to the help desk by clicking on “Send an email” which is located under the Help Resources ribbon on the right side of the login page of the applicable Service/Component’s CMR website”.

PART 6 APPLICABLE PUBLICATIONS AND FORMS

6. Applicable Publications (Current Editions).

6.1. The Contractor (to include Subcontractors) must abide by all applicable regulations, publications, manuals, and local policies and procedures IAW Crane, Rigger and truck driver licensing requirements and applicable laws and standards for hosting testing and outrigger devices to include all licensing for operators, permits and safety inspection state requirements.

Engineering Manual (EM) 385-1-1, General Safety Requirements
29 CFR 1910, Occupational Health and Safety
DoD 5200.08-R, Physical Security Program
32 CFR 147.24, The National Agency
AR 190-13, The Army Physical Security
AR 200-1, Environmental Protection and Enhancement
AR 385-10, The Army Safety Program
DA Pam 385-40, Army Accident Investigations and Reporting

6.2. **Forms**. Mandatory records and report forms are listed below. License, permits and safety inspection records.

DD254 – Department of Defense Contract Security Classification Specification, available at <http://www.dtic.mil/dtic/pdf/formsNguides/dd0254.pdf>

PART 7
ATTACHMENT/TECHNICAL EXHIBIT LISTING

7. ATTACHEMENT/TECHNICAL EXHIBIT LIST:

7.1 Attachment 1/Technical Exhibit 1 – Performance Requirements Summary

7.2 Attachment 2/Technical Exhibit 2 – Deliverables Schedule

7.3. Attachment 3/Technical Exhibit 3 – Map of Areas

TECHNCAL EXHIBIT 1
PERFORMANCE REQUIREMENTS SUMMARY

Performance Objective (Include PWS Ref)	Performance Standard	Performance Threshold	Performance Objective (Include PWS Ref)
PWS Para. 5.2.1 and 5.2.2 The contractor shall download and upload Japanese HAWK RADAR equipment, missile equipment, generators, 20 and 40 foot containers, and other hard-shell containers from transport trucks upon arrival and departure of equipment at McGregor range, New Mexico.	Scheduled services execution shall be accomplished on time and with no delay	Scheduled Services shall be completed on time 100% of the time. Data to support this metric will be maintained by the Contractor. Contractor shall maintain logs identifying date and time of receipt of initial service delivery and date and time of services execution completions. This metric will be reported monthly by the Contractor in the monthly report.	Contractor compliance to uploading and downloading equipment shall be tallied for CPAR reporting periods and the results of the data be used to substantiate objective ratings of Contractor performance. Trends of less than acceptable performance could result in reductions in monthly payments at the discretion of the Contracting Officer.
PWS 5.2.6 Contractor shall perform a pre-operation check on the cranes prior to putting them in service.	Any discrepancies shall be fixed before putting the crane into service or be replaced with an operational crane within 2-hours to avoid mission delay.	Pre operational checks shall be completed on time 100% of the time. Data to support this metric will be maintained by the Contractor. Contractor shall maintain logs identifying date and time when the pre-operation checks are completed	Contractor compliance to uploading and downloading equipment shall be tallied for CPAR reporting periods and the results of the data be used to substantiate objective ratings of Contractor performance. Trends of less than acceptable performance could result in reductions in monthly payments at the discretion of the Contracting Officer.

<p>PWS 5.3.1 Contractor shall provide cargo transportation equipment such as semi-trailer truck with a flat-bed trailer, to move wood crated materials within the area of McGregor Range</p>	<p>All transports shall take place within the same working day</p>	<p>Scheduled Services shall be completed on time 100% of the time. Data to support this metric will be maintained by the Contractor. Contractor shall maintain logs identifying date and time of receipt of initial service delivery and date and time of services execution completions. This metric will be reported monthly by the Contractor in the monthly report.</p>	<p>Contractor compliance to uploading and downloading equipment shall be tallied for CPAR reporting periods and the results of the data be used to substantiate objective ratings of Contractor performance. Trends of less than acceptable performance could result in reductions in monthly payments at the discretion of the Contracting Officer</p>
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Note: Government surveillance of Contractor performance is not limited to the Performance Objectives as outlined in this PRS. The Government reserves the right to conduct compliance surveillance of any contractual requirement of this acquisition.

**TECHNICAL EXHIBIT 2
DELIVERABLES SCHEDULE**

Deliverable	Frequency	# of Copies	Medium/Format	Submit To
1.9.1 Quality Control Plan	5 days after date of contract.	1 each	Soft Copy via email (ie. MS Word, PDF, etc.)	KO/COR
1.11.1 AT Level 1 Training Certificates	5 days after date of contract.	1 each per person	Soft Copy via email (ie. MS Word, PDF, etc.)	KO/COR
1.11.3 iWATCH Training Completed	5 days after date of contract.	1 each	Soft Copy via email (ie. MS Word, PDF, etc.)	KO/COR
1.14.10 Program Manager/Alternate Program Manager POC	5 days after date of contract.	1 each	Soft Copy via email (ie. MS Word, PDF, etc.)	KO/COR

TECHNICAL EXHIBIT 3

