

**AUTOMATED DATA PROCESSING (ADP)
MAINTENANCE SERVICES
PERFORMANCE-BASED SERVICE CONTRACTING (PBSC)
WORK STATEMENT**

SECTION C - DESCRIPTION/SPECIFICATIONS/WORK STATEMENT

C.1 INTENTION

The intent of the contract is to obtain Automated Data Processing (ADP) preventive and remedial maintenance services for Government-owned computer equipment including central processing units, direct access storage devices, tape devices, laser printers, and other associated equipment for the [Name specific equipment and site location]. The contractor shall resolve the equipment malfunction within a four (4) hour resolution time, twenty-four (24) hours per day, seven (7) days per week, at the fixed monthly charges shown in Section B of the contract.

C.2 DEFINITIONS

Adjustment Factor - The adjustment factor refers to an amount that is deducted from the observed defect (ODR) when random sampling is with extrapolated deductions (RSED) or random sampling without extrapolated deductions (RSWED) is used to calculate the defect rate (DR) for the entire population. This factor is determined from standard tables.

Contract Discrepancy Report - A contract discrepancy report is the report transmitted to the contractor by the Contracting Officer, initiated by the Contracting Officer's Technical Representative.

Contracting Officer - The government employee responsible for executing/administering and providing direction on the contract, the Contracting Officer for the [Insert name of Government Organization].

Contracting Officer's Technical Representative - Contracting Officer's Technical Representative.

Contractor's Representative - An individual assigned by the Contractor who shall have full authority to act for the Contractor on all contract matters that relate to the daily operations of the contract. The contract representative shall be a single point of contact for all functional, technical, and contract related services.

Customer Complaints - Customer complaints are complaints made by customers which if validated, may be used by the Government for the purpose of assessing the contractor's quality assurance, or for taking deductions to the contract price.

Defect Rate - The defect rate is the ratio expressed as a percentage, or the number of defects to the total number of occurrences in the population. Alternately, the Defect Rate (DR) may be expressed as a whole number. When RSED or RSWED are used, the DR is determined by subtracting an adjustment factor from the ODR. Alternately, the defect rate may be

expressed as a number of defects over a specified period of time. When planned sampling is used, the defect rate is calculated by dividing the total of all defects by the total population.

Field Service Engineer - A person who is authorized by the contractor to perform maintenance (corrective and/or preventive) services at the facility.

Liquidated Damages - Liquidated damages represent an advance contractual agreement as to the damages one party will suffer if the other fails to perform. The liquidated damages referred to the "Consequences of Contractor's Failure to Perform Required Services" clause are to compensate the Government for additional administrative expenses incurred, by the Government, as a result of the defects, and represents an amount additional to the price of the defects. When RSED or RSWED is used, liquidated damages for additional administrative costs incurred by the Government will be applied only to the defects actually identified during the sampling process.

Maximum Allowable Defect Rate - The Maximum Allowable Defect Rate (MADR) is the defect rate for the population above which the contractor's quality control for a particular work requirement is unsatisfactory. MADR does not represent a threshold above which deductions are taken. Deductions to the contract price are taken for all defects (with credit for rework to the extent appropriate) irrespective of whether the MADR is exceeded or not.

Microcode - A very-low-level code that defines how a computer operates. It specifies what the computer processor does when it executes a machine-code instruction.

Original Equipment Manufacturer (OEM) - The actual manufacturer and point of origin of the equipment. The OEM provides schematics and standards for maintenance and repair of the equipment, and equipment shall be maintained in accordance with these practices.

Preventive Maintenance (PM) -- Services that are periodic in nature and are required to maintain the equipment in such condition that it may be operated in accordance with its intended design and functional capacity with minimal incidence of malfunction or inoperative conditions.

Quality Assurance - Quality Assurance (QA) is the management of the output quality and responsiveness of a facility support contractor and starts with the early stages of quality development and runs through every phase to contract close-out. The term quality assurance is used colloquially as meaning post-award surveillance of the contractor's work.

Quality Assurance Evaluator - Quality Assurance Evaluators (QAE) are individuals assigned to perform quality assurance surveillance of products or services procured, and to record and document the findings.

Quality Assurance Evaluator Schedule - A quality assurance evaluator schedule is a specific monthly plan of action for a specific quality assurance evaluator.

Quality Assurance Plan - A Quality Assurance Plan (QAP) for a particular contract includes a series of individual Surveillance Guides (SGs). The QAP also contains a copy of the performance requirements summary (PRS) for reference use by the quality assurance evaluator (QAE) together with inspection and report forms as appropriate.

Random Number Table - A random number table is a table of numbers arranged in a random

fashion.

Random Sample - A random sample is a sample of services that has been selected according to rules that will ensure each member of the population an equal chance of being selected.

Rework - Rework is the performance of services that were found to be defective as a result of contract surveillance or other validated sources.

Sample - A sample consists of one or more work requirements drawn from a population. The number of work requirements selected for evaluation is the sample size.

Surveillance - Surveillance is the process of monitoring, either by direct evaluation, observation, or other information sources, contractor performance.

Surveillance Guide - A surveillance Guide (SG) is prepared for each contract requirement or group of contract requirements shown on the performance requirements summary (PRS). The SG's primary focus is on the service, or end result to be achieved by the contractor, rather than on the details of how the work is to be accomplished.

[Add additional definitions, as required]

C.3 GENERAL REQUIREMENTS

The contractor shall provide all labor, supervision, tools, materials (including manuals and schematics), parts, equipment, and transportation necessary to maintain the [Name location] ADP hardware, including manning the trouble call desk. [Define hours for this service to be provided and type (automated, on-site personnel, etc.)]

a. The contractor shall provide maintenance (labor and parts) at the prices shown in Section B, and shall keep the equipment in operating condition, consistent with Original Equipment Manufacturer (OEM) requirements. Maintenance service shall not include electrical work external to the equipment, the furnishing of supplies, and adding or removing accessories, attachments, or other devices. It shall not include repair of damage resulting from accident, transportation between Government sites, neglect, misuse, failure of electrical power, air-conditioning, humidity control, or causes other than ordinary use.

b. The contractor shall provide personnel experienced and qualified to perform the required services in accordance with OEM practices and standards.

c. Under certain conditions, equipment malfunctions can occur and the exact cause of the malfunction is difficult to determine. These situations are of particular concern in environments supported by multiple maintenance contractors. The contractor shall be responsible for determining and implementing appropriate solutions to hardware and firmware problems. Any additional maintenance charges levied on the Government by other maintenance firms, called in to make actual repairs, due to contractor failure to make repairs, will be deducted from any moneys due the contractor.

C.4 RESPONSE TIME

The contractor's maintenance personnel shall arrive and provide services at the designated

point within the resolution time from the time that the Contracting Officer/Contracting Officer's Technical Representative notifies the contractor that remedial maintenance is required. If maintenance personnel fail to provide resolution at the Government's site within the time specified, the contractor payment shall be withheld. The Contracting Officer/Contracting Officer's Technical Representative reserves the right to contact the OEM for maintenance services, should the contractor's personnel fail to resolve the maintenance requirement within four (4) hours from the verbal order. The contractor will be responsible for all charges incurred for such services. To ensure that OEM service can be provided, the contractor must have a prenegotiated agreement with the OEM. Such an agreement must specify that the service resolution times required can be met.

C.5 EQUIPMENT REPAIR

Equipment Repair shall be performed immediately after verbal notification of the Contract Representative, by the Contracting Officer/Contracting Officer's Technical Representative, that the equipment is inoperative, or in a degraded condition. The contractor shall provide the Government with a designated point(s) of contact, and make arrangements to enable it maintenance representative to receive such notification on or provide an answering machine or other continuous telephone coverage to permit the Government to make such contact.

C.6 MAINTENANCE OPTIONS REQUIRED

C.6.1. New Equipment

During the term of this contract, the Government, may at its option, add equipment to this contract. Maintenance charges for the added equipment are:

- a. For the same type and model number, the charges specified in the contract; or
- b. For items not specified in the contract, a mutually agreed upon charge no greater than the OEM's GSA schedule charge or commercial charge if no schedule is available.

C.6.2. Features

During the term of this contract, the Government may add new features to its installed equipment base. When features are added to a device, the contractor must accept maintenance responsibility for these feature(s) under the terms, conditions, and prices stated in the contract. If a similar feature is not in the contract, the maintenance charge will be mutually agreed upon. If a cost cannot be negotiated, the contractor shall accept the OEM's GSA contract maintenance price for the feature. Maintenance charges shall not exceed the OEM's GSA schedule maintenance price or commercial charge if no schedule is available.

C.6.3. Preventive Maintenance

The contractor shall specify in writing the frequency and duration of the preventive maintenance required for the equipment listed in Section B. Preventive maintenance shall be scheduled to be performed so as not to interfere with the Government's operations. The frequency, duration, and quality of preventive maintenance shall be equal to that provided by the OEM for similar equipment under their standard commercial maintenance contracts.

C.7 NON-CHARGEABLE MAINTENANCE ITEMS

There shall be no additional maintenance charges for:

- a. Replacement parts, unless such parts are required due to the fault or negligence of the Government, or catastrophic event.
- b. Preventive maintenance, regardless of when performed.
- c. OEM Maintenance in accordance with paragraph C.3.

C.8 EQUIPMENT MONITORING REQUIREMENTS

C.8.1 Standard Reports

At COTR determined intervals [please insert intervals (i.e., monthly, bimonthly)], the contractor shall submit written status reports that include, as a minimum, the following:

- Overall status of all equipment covered under this contract;
- Details of any failures and/or repairs performed during the week;
- Results of output reviews;
- ECs announced by OEM and the contractor's plans for installation; and
- Any other items relevant to maintaining the equipment
- Problems to be resolved during the next scheduled PM

C.8.2 Malfunction Reports

The contractor shall furnish a signed malfunction incident report to the COTR upon completion of each maintenance call. The report shall include, as a minimum,

- a. Date and time notified;
- b. Date and time of arrival,
- c. Type and serial number(s) of machine(s),
- d. Time spent for repair,
- e. Description of malfunction,
- f. Problem Resolution
- g. List of parts replaced, serial and model number,
- h. Date and time machine(s) is returned to operational status.

The repair will not be complete until the incident report is submitted indicating repair. The absence of such a report shall be considered as the repair not being completed and the

provisions of this contract will apply.

The contractor shall be responsible for performing all diagnostic tests and for isolating suspected and confirmed malfunctions. Instruments for running these tests shall be provided by the contractor.

C.9 MICROCODE

The contractor shall provide the microcode necessary to provide the necessary functions. The microcode must be at a level compatible with the current level of OEM microcode. The contractor shall guarantee that access to the latest levels of OEM microcode will be available to the Government for the life of the contract. A report must be provided to the Government of all microcode changes issued by the OEM, within 30 calendar days of release, that pertain to the equipment under this contract. Failure to notify the Government may be cause for contract termination.

C.10 CONTRACTOR QUALITY CONTROL

The contractor shall establish and maintain a complete quality control program in accordance with FAR 52.246-1 "INSPECTION OF SERVICES - FIXED PRICE", and the provisions of this paragraph.

Contractor performed inspections are independent of those performed by the Government. The contractor shall perform his inspections prior to requesting acceptance of the work by the Government.

The contractor's project manager, and QC inspector shall attend the preperformance meeting. The QC inspector shall also attend meetings with the Contracting Officer and other Government personnel to resolve quality considerations and problems that may arise in the course of the work.

C.11 RESPONSIBILITIES OF THE GOVERNMENT

a. Government personnel shall not perform maintenance or attempt repairs to equipment while such equipment is under the purview of this contract, unless agreed to by the contractor.

b. Subject to security regulations, the Government shall permit access to, or the removal of, the equipment that is to be maintained. [Contracting Officer -- tailor to your agency's requirements]

c. The Government will provide time for contractor-sponsored modifications, after being notified by the contractor that the modification is ready to be made.

d. The Government will provide limited space for spare parts, as well as office space. Such office space will include heat, light, ventilation, and electric current, at no cost to the contractor. One telephone will be provided in the office by the Government at no expense to the contractor. The telephone will have availability to receive long distance calls. The contractor will be permitted to contract, at his own expense, with the local phone company for additional telephone service.

e. The Government shall not provide service manuals or service diagnostic software to the contractor. The contractor shall obtain, have on file, and make available to its FSEs

all operational and technical documentation, (such as; operational and service manuals, schematics, and parts list), which are necessary to meet the performance requirements of this contract.

C.12 GOVERNMENT QUALITY ASSURANCE

The Government reserves the right to establish and maintain a quality assurance program in accordance with FAR 52.246-1 "INSPECTION OF SERVICES - FIXED PRICE" clause and the provisions of this paragraph.

C.13 CONTRACTOR RESPONSIBILITY

Contractor shall be responsible for the removal of all waste materials generated by the project.

C.14 CONTRACTOR FURNISHED ITEMS

The contractor shall furnish all equipment, material, parts, supplies and tools necessary for the performance of the work of this contract unless otherwise specified herein.

Items of equipment necessary to perform work as required or ordered under this contract shall be furnished, maintained, and operated by the contractor. [Provide list of equipment to be maintained under this contract]

Materials and supplies procured by the contractor shall meet the specifications, standards, and manuals listed in these specifications. The Contracting Officer may require test data showing that any material or supplies procured by the contractor meet the specifications. The Contracting Officer may at any time require samples of materials to be used in work performed under this contract.

The contractor shall maintain an inventory of readily available spare and repair part and such tools and instruments as necessary to maintain the equipment for the life of the contract. Only new standard parts or parts equivalent to new in performance and that meets OEM specifications when used in the equipment shall be used to effect repairs. If a part is not new, it shall be identified as used or reconditioned and warranted as new.

C.15 WORK DOCUMENTATION

The principle documentation required by this contract is summarized below. The listing is not all inclusive and additional documentation may be required to fulfill the objectives of the contract.

Work Scheduling. The contractor shall submit a monthly work schedule of planned performance of preventive maintenance inspections and services to the COTR, with a copy to the

Contracting Officer, by the 25th day of the preceding month for approval. Service interruptions shall be scheduled with the COTR. Any changes to the schedules shall be coordinated with the COTR twenty-four (24) hours prior to implementation.

Performance Evaluation. The Government will prepare evaluation reports on the contractor's performance. The contractor is required to review and sign these reports.

Certificate of Maintainability. Three (3) months prior to contract expiration, contractor shall certify that all equipment has been maintained in accordance with the OEM's remedial and preventive maintenance schedule.

C.16 SERVICE MAINTENANCE LOG

The contractor shall document all service and maintenance in an on-site service maintenance log. The log shall state a description of work performed, including the date, and the part number replaced.

QUALITY ASSURANCE PLAN

1. Contract Requirement: ADP Maintenance

2. Work Requirements: Standards of Performance

- a. Predictive/Preventive Maintenance Section C.6
- b. Equipment Repair Section C.5
- c. Dispatch Center Section C.3
- d. Work Documentation/Service Log Section C.15 and C.16
- e. Equipment Monitoring Section C.8
- f. Configuration Management Section C.14

3. Primary Method of Surveillance: Random sampling (Items 2a., 2c., 2d., and 2f.) [Chose either "with" or "without" extrapolated deductions supported by validated customer complaints and unscheduled inspections]. 100% inspection (Items 2b. and 2e.)

4. Scope of Maintenance:

The contractor shall provide remedial maintenance service on-site with problem resolution completed within the specified timeframe. Remedial maintenance is defined to include service, including parts replacement, as necessary to restore equipment that is in an inoperable or degraded condition to normal operating effectiveness. Equipment problems attributed to software malfunctions are excluded.

Contract Reference: C.3

[Insert similar scope statements for remaining work requirements, including contract reference]

5. Performance Standard:

[Insert Performance Standards as listed on the Performance Requirements Survey]

6. Acceptable Quality Level (AQL):

This is 100% due to the critical support provided by mainframe operations.

7. Evaluation Method:

The COTR, or official designee, will document time of verbal notification to the contractor. The COTR will document official time and date of notification on the Maintenance Call Record. The COTR will review self diagnostic systems logs, conduct a comparison with actual maintenance performance, and otherwise verify and validate contractor performance. The contractor shall enter in the Record the official time the system is restored to full operational status. The COTR, or official designee, will confirm date and time of problem resolution in the Record.

EVALUATION CRITERIA

Proposals submitted in response to this solicitation and which meet the solicitation requirements shall be evaluated in accordance with the following factors in descending order of importance.

A. Accomplishments

1. Experience: Number of years in maintenance and repair of ADP equipment; number of years in maintenance and repair of _____ equipment; number of years maintaining the specific make and model of equipment listed.

2. Ability of the firm to meet the contract response time: Where will the primary and backup service representative(s) be located in the event of contract award, what is the plan for the allocation of backup staff and material resources.

3. Capability of offeror to support its service personnel:

a. Ability to furnish replacement parts for the equipment listed in Section B, to meet contract time and quality requirements as demonstrated by the offeror's statements, backup documents regarding sources, availability, and accessibility. The method to obtain parts in a timely manner, locations of depots, average time estimate for parts delivery.

b. Ability to provide technical and supervisory assistance to the field representative when needed as evidenced by the training and experience resume of the assistance personnel.

c. Ability of the firm to respond to an emergent situation. What is the firm's plan for allocation of materials and resources should a down time situation become excessive.

B. Quality Assurance Systems

1. Offeror must have control systems adequate to ensure satisfactory service performance under the contract. Special attention by the evaluators shall be given to quality control methods employed by the offeror.

2. Offeror must provide a rationale for the services provided. (Comment from meeting number 2 "Rationale for maintenance service")

C. Past Performance - [Insert past performance criterion which meets agency requirements]

D. Price - [Insert price evaluation criterion which meets agency requirements]

POSITIVE AND NEGATIVE INCENTIVES

These negative incentives apply in event of award to an OEM.

Resolution completed within 4 hours of notification: No adjustment to invoice amount.

Resolution time exceeds 4 hours: The monthly invoice amount shall be reduced by 10%.

[Contracting officer to insert appropriate incentives, or disincentives, as needed in tailoring this document]

PERFORMANCE REQUIREMENTS SURVEY

REQUIRED SERVICE

(Performance Requirements)

STANDARD (Performance
Standards)

MAXIMUM ALLOWABLE
DEGREE OF DEVIATION
REQUIREMENT (AQL)

METHOD OF SURVEILLANCE
(Quality Assurance)

MAXIMUM PAYMENT
PERCENTAGE FOR

MEETING

THE AQL (Incentives)

1. Predictive/Preventive
Maintenance

Service to be provided
according to OEM practices
and standards: (e.g.
frequencies, durations, and
necessary parts, materials, or
supplies)

[Insert Appropriate Incentive]

Random sampling of
equipment selected by the
COTR, or independent
verification group

100%

Notes:

REQUIRED SERVICE

(Performance Requirements)	STANDARD (Performance Standards)	MAXIMUM ALLOWABLE DEGREE OF DEVIATION REQUIREMENT (AQL)	METHOD OF SURVEILLANCE (Quality Assurance)	MAXIMUM PAYMENT PERCENTAGE FOR
MEETING				THE AQL (Incentives)

2. Equipment Repair

Service provided on-site within % of up-time. Service provided according to OEM practices and specifications for each type and model of equipment.

[Insert Appropriate Incentive]

100% Inspection

100%

Notes:

Depending on criticality of the equipment function.

REQUIRED SERVICE

(Performance Requirements)	STANDARD (Performance Standards)	MAXIMUM ALLOWABLE DEGREE OF DEVIATION REQUIREMENT (AQL)	METHOD OF SURVEILLANCE (Quality Assurance)	MAXIMUM PAYMENT PERCENTAGE FOR
MEETING				THE AQL (Incentives)

3. Dispatch center and/or automated equipment operations.

Services available 7 x 24 with call-back verification that problem notification is received and resolved.

[Insert Appropriate Incentive]

Random sampling of equipment selected by the COTR, or independent verification group

AUTOMATED DATA PROCESSING (ADP)