

This is a combined synopsis/solicitation for commercial items prepared in accordance with the format in Subpart 12 of the Federal Acquisition Regulations (FAR) and Subpart 13 of the Federal Acquisition Regulations (FAR). This announcement constitutes the only solicitation; request for quotes are being requested and a written solicitation will not be issued. This is a Request for Quote (RFQ) and the solicitation number is SP3100-09-Q-0075. This solicitation is Set-Aside for Small Business. Only Authorized Re-Sellers for Intermec are eligible to submit a quote for this solicitation. The NAICS Code is 541519 with a size standard of 25.0 million dollars.

This notice incorporates provisions and clauses in effect through Federal Acquisition Circular (FAC) 2005-30 effective 17 February 2009 and Defense Federal Acquisition Regulation Supplement (DFARS) DCN 20090115 edition and Defense Logistics Acquisition Directive (DLAD) Current to Revision 5 and PROCLTR 2009-12. The complete text of any of the clauses and provisions may be accessed in full text at <http://farsite.hill.af.mil>.

The Defense Distribution Depot Hill Utah (DDHU), the Defense Distribution Depot Warner-Robbins Georgia (DDWG) and the Defense Depot Oklahoma City Oklahoma (DDOO) have a requirement to purchase a maintenance agreement for a series of (78 each) Intermed 761 mobile computing devices that support the Automated Material Tracking System (AMTS). The maintenance shall be MAILBACK parts and labor inclusive with a minimum five (5) day turn around. Component failure and normal wear and tear of the units must be included. Ancillary products such as batteries and chargers required to support the 761 must be included. This requirement will be to establish a parts and materials, wear and tear maintenance agreement to maintain 78 Intermec 761 mobile computing devices.

Brand Name Justification: Intermec is the actual manufacturer of the seventy eight (78) devices which are proprietary in nature. As such, Intermec and only their authorized re-sellers maintain exclusive rights to all products and services. Therefore, maintenance of the Brand Name devices must be performed with by Intermec or their authorized re-sellers.

The resulting contract type will be firm-fixed price.

Purchase of maintenance agreement for series of 78 each Intermec 761 mobile computing devices at 3 DLA sites in accordance with the attached statement of work. Price quote is to include Base plus two option years as follows:

CLIN 1001:

Contractor to provide maintenance @ \$\_\_\_\_\_ cost per device  
In Accordance with attached  
Statement of Work (SOW)  
One Year ADO

CLIN 2001:

Contractor to provide maintenance @ \$\_\_\_\_\_ cost per device  
In Accordance with attached  
Statement of Work (SOW)  
Option Year One

CLIN 3001:

Contractor to provide maintenance @ \$ \_\_\_\_\_ cost per device  
In Accordance with attached  
Statement of Work (SOW)  
Option Year Two

Any award resulting from this solicitation will be issued on a Standard Form (SF) 1449.

The preferred method of payment for supplies under this order is by the Acquisition Operations Office via the Government Purchase Card (VISA).

The following FAR and DFARS clauses and provisions apply to this acquisition:

FAR 52.212-1 Instructions to Offers-Commercial Items. Addenda to 52.212-1; the following paragraphs are hereby deleted from this provision: (d) products samples, (e) multiple offers and (h) multiple awards.

NOTE: To receive an award resulting from this solicitation, offerors MUST be registered in the Central Contractor Registration (CCR) database IAW FAR 52.212-1(k) and DFARS 204.1104. Registration may be done on line at: [www.ccr.gov](http://www.ccr.gov).

#### **DLAD 52.233-9000 AGENCY PROTESTS (SEP 1999)**

Companies protesting this procurement may file a protest 1) with the Contracting Officer, 2) with the General Accounting Office, or 3) pursuant to Executive Order No. 12979, with the Agency for a decision by the Activity's Chief of the Contracting Office. Protests filed with the agency should clearly state that they are an "Agency Level Protest under Executive Order No. 12979." (Note: DLA procedures for Agency Level Protests filed under Executive Order No. 12979 allow for a higher level decision on the initial protest than would occur with a protest to the Contracting Officer; this is not an appellate review of a Contracting Officer's decision on a protest previously filed with the Contracting Officer). Absent a clear indication of the intent to file an agency level protest, protests will be presumed to be protests to the Contracting Officer.  
(End of Provision)

#### **DLAD 52.233-9001 DISPUTES: AGREEMENT TO USE ALTERNATIVE DISPUTE RESOLUTION (ADR) (JUN 2001)**

(a) The parties agree to negotiate with each other to try to resolve any disputes that may arise. If unassisted negotiations are unsuccessful, the parties will use alternative dispute resolution (ADR) techniques to try to resolve the dispute. Litigation will only be considered as a last resort when ADR is unsuccessful or has been documented by the party rejecting ADR to be inappropriate for resolving the dispute.

(b) Before either party determines ADR inappropriate, that party must discuss the use of ADR with the other party. The documentation rejecting ADR must be signed by an official authorized to bind the contractor (see FAR 52.233-1, or for the agency, by the Contracting Officer, and approved at a level above the Contracting Officer after consultation with the ADR Specialist and with legal counsel (see DLA Directive 5145.1). Contractor personnel are also encouraged to include the ADR Specialist in their discussions with the Contracting Officer before determining ADR to be inappropriate.

(c) If you wish to opt out of this clause, check here ( ). Alternate wording may be negotiated with the Contracting Officer.

(End of Provision)

OFFER SUBMISSION INSTRUCTIONS—Quotes must include the following items. Submission of a quote that does not contain all items requested below may result in elimination from consideration for award.

1. Quotations may be submitted in contractor format and shall include: (1) Company name, address, telephone number, e-mail address, and FAX number; (2) Solicitation number; (3) Unit Price and extended prices for all CLINS; (4) Contractor DUNS Number and Commercial and Government Entity (CAGE) Code, (5) Signed acknowledgements of amendments (applicable only if any amendments are issued against this solicitation)

2. Contractors are required to include a copy of the FAR provision 52.212-3-Offeror Representations and Certifications-Commercial Items and DFAR 252.212-7000-Offeror Representation and Certification-Commercial Items with its proposal or may indicate completion of the representations and certifications on the internet at <http://orca.bpn.gov>. Failure to include the certifications along with the price proposal or to complete the certifications on the internet may result in elimination from consideration for award.

FAR 13-106-2 Evaluation of Quotations or Offers – The Government intends to evaluate quotes in response to this quotation and will award one firm-fixed price contract to the responsible offeror whose quote represents the total overall lowest price technically acceptable for all CLINS, including Option CLINS. Therefore to be considered for award, a quote must be provided for all CLINS.

FAR 52.212-4 Contract Terms and Conditions—Commercial Items. Addenda to 52.212-4; the following clauses apply:

FAR 52.247-34 FOB Destination

FAR 52.212-5 Contract Terms and Conditions Required to Implement Statutes of Executive Orders—Commercial Items (in paragraph (b) the following clauses apply:

FAR 52.203-6 Restrictions on Subcontractor Sales to the Government  
FAR 52.219-14 Limitations on Subcontracting

FAR 52.222-3	Convict Labor
FAR 52.222-19	Child Labor—Cooperation with Authorities and Remedies
FAR 52.222-21	Prohibition of segregated facilities
FAR 52.222-26	Equal Opportunity
FAR 52.222-35	Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans
FAR 52.222-36	Affirmative Action for Workers with Disabilities
FAR 52.222-37	Employment Reports on Disabled Veterans and Veterans of the Vietnam Era, and Other Eligible Veterans
FAR 52.222-39	Notification of Employee Rights Concerning Payment of Union Dues or Fees
FAR 52.222-50	Combating Trafficking in Persons
FAR 52.225-13	Restriction on Certain Foreign Purchases
FAR 52.232-36	Payment by Third Party
FAR 52.232-33	Payment by Electronic Funds Transfer—Central Contractor Registration
FAR 52.247-64	Preference for Privately Owned U.S.-Flag Commercial Vessels
DFARS 252.212-7001	Contract Terms and Conditions Required to Implement Statutes or Executive Orders Applicable to Defense Acquisitions of Commercial Items. The following additional clauses/provisions apply:
FAR 52.203-3	Gratuities
DFARS 252.225-7012	Preference for Certain Domestic Commodities
DFARS 252.225-7036	Buy American Act—Free Trade Agreement—Balance of Payments Program ALT I
DFARS 252.243-7002	Request for Equitable Adjustment
DFARS 252.232-7003	Electronic Submission of Payment Requests and Receiving Reports
DFARS 252.247-7023	Transportation of Supplies by Sea
DFARS 252.247-7024	Notification of Transportation of Supplies by Sea

**DLAD 52.247-9012 REQUIREMENTS FOR TREATMENT OF WOOD PACKAGING MATERIAL (WPM) (FEB 2007)**

(a) This clause only applies when wood packaging material (WPM) will be used to make shipments under this contract and/or when WPM is being acquired under this contract.

(b) Definition.

Wood packaging material (WPM) means wood pallets, skids, load boards, pallet collars, wooden boxes, reels, dunnage, crates, frame and cleats. The definition excludes materials that have undergone a manufacturing process, such as corrugated fiberboard, plywood, particleboard, veneer, and oriented strand board (OSD).

(c) All Wood Packaging Material(WPM) used to make shipments under DOD contracts and/or acquired by DOD must meet requirements of International Standards for Phytosanitary Measures (ISPM) 15, "Guidelines for Regulating Wood Packaging Materials in International Trade." DOD

(c) All Wood Packaging Material(WPM) used to make shipments under DOD contracts and/or acquired by DOD must meet requirements of International Standards for Phytosanitary Measures (ISPM) 15, "Guidelines for Regulating Wood Packaging Materials in International Trade." DOD shipments inside and outside of the United States must meet ISPM 15 whenever WPM is used to ship DOD cargo.

(1) All WPM shall comply with the official quality control program for heat treatment (HT) or kiln dried heat treatment (KD HT) in accordance with American Lumber Standard Committee, Incorporated (ALSC) Wood Packaging Material Program and WPM Enforcement Regulations (see <http://www.alsc.org/>).

(2) All WPM shall include certification/quality markings in accordance with the ALSC standard. Markings shall be placed in an unobstructed area that will be readily visible to inspectors. Pallet markings shall be applied to the stringer or block on diagonally opposite sides of the pallet and be contrasting and clearly visible. All containers shall be marked on a side other than the top or bottom, contrasting and clearly visible. All dunnage used in configuring and/or securing the load shall also comply with ISPM 15 and be marked with an ASLC approved DUNNAGE stamp.

(d) Failure to comply with the requirements of this restriction may result in refusal, destruction, or treatment of materials at the point of entry. The Agency reserves the right to recoup from the Contractor any remediation costs incurred by the Government.

(End of Clause)

All questions and inquiries should be addressed via email to [kathleen.toland@dla.mil](mailto:kathleen.toland@dla.mil). Request for Quote Number SP3100-09-Q-0075. Pricing and representations/certifications are required **NLT 3:00 PM EDT ON 31 MARCH, 2009**. This information should be submitted to above email address or faxed to 717-770-7591. Contractors must be capable of accepting payment by either electronic funds or government credit card for this procurement. ALL SOURCES MUST BE REGISTERED IN THE CENTRAL CONTRACT REGISTRATION DATABASE, <http://www.ccr.gov/>, or an award cannot be processed.

# Defense Distribution Center (DDC)

## STATEMENT OF WORK

For

### AUTOMATED MATERIAL TRACKING SYSTEM (AMTS)

#### Maintenance at DLA USAF associated depots

- 1. General.** This Statement of Work provides for purchase of a maintenance agreement for a series of (78 each) Intermec 761 mobile computing devices at 3 DLA sites: Defense Distribution Depot Hill Utah (DDHU) located at Hill AFB, Utah; Defense Distribution Depot Warner-Robbins Georgia (DDWG) located at Warner-Robbins AFB Ga.; and Defense Depot Oklahoma City Oklahoma (DDOO) located on Tinker AFB, Oklahoma City, Oklahoma. The amount of the Intermec 761 devices located at each location may vary as devices are readily relocated by DLA between the sites by the mission requirement.
- 2. Introduction.** The Defense Logistics Agency (DLA) has 78 Intermec 761 mobile computing devices in production that support a program/system called AMTS. The system is currently coded for the Intermec 761 and is native to the device. DLA has a requirement for manufacturer approved hardware maintenance of 78 each Intermec mobile computing devices at 3 locations (see above) for 1 Base year and two option years. The maintenance must be defined as MAILBACK parts and labor inclusive with a minimum 5 day turn around. Component failure and normal wear and tear of the units must be included. Ancillary products such as batteries and chargers required to support the 761 must be included.
- 3. Objectives.** It is the DDC's desire to establish a parts and materials, and wear and tear maintenance agreement to maintain 78 Intermec 761 mobile computing devices in 3 USAF bases (HILL AFB, Tinker AFB, Warner Robbins AFB).
- 4. Scope.** The contractor will provide Intermec authorized maintenance and service to include all parts and labor and factory approved upgrades for the executive software for a period of 1 base year and two option years. The maintenance agreement should include units in less than functioning condition that have been made inoperable between the last maintenance agreement and the award of this one. Vendor is also responsible to transplant the applications and data from a damaged unit into a replacement unit should one be required.
- 5. Place of Performance/Hours of Operation.** The work will be normally performed as a mail back warranty with 5 day turn around.
- 6. Period of Performance.** The period of performance will be from one year ADO with the possibility of two option years.
- 7. Security.** Unclassified

**8. Government Furnished Items.** The Government will provide the following: Shipping of units requiring maintenance to the vendor for repair. The shipping will be by fastest traceable means with sufficient and proper packaging to prevent further damage in transit.

**9. Contractor Furnished Items.**

**A. Skills and knowledge:**

- Contractor will provide personnel with the appropriate technical and manufacturer certified skill set and experience level necessary to perform certified Intermec repair and refurbishment efforts on the target units.

**B. Deliverables:**

- Provide manufacture certified or approved replacement parts.
- Provide properly packed shipping back to customer by fastest traceable means (FOB).
- Provide replacement unit if the unit requiring repair or refurbishment can not be repaired in sufficient time. This element may be excused by the Contracting Officer or staff on a case by case basis.
- Provide up to 5 business day (7 calendar days) repair or replacement as determined necessary by the technician to return the equipment to a satisfactory working condition.
- 90 (ninety) day warranty on repairs.

**10. Travel.** No travel is required in support of this contract.