

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS
OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, & 30

1. REQUISITION NUMBER _____ PAGE 1 OF _____

2. CONTRACT NO. _____ 3. AWARD/EFFECTIVE DATE _____ 4. ORDER NUMBER _____ 5. SOLICITATION NUMBER _____ 6. SOLICITATION ISSUE DATE _____

7. FOR SOLICITATION INFORMATION CALL:  a. NAME _____ b. TELEPHONE NUMBER (No collect calls) _____ 8. OFFER DUE DATE/ LOCAL TIME _____

9. ISSUED BY _____ CODE _____ 10. THIS ACQUISITION IS
 UNRESTRICTED OR SET ASIDE: % FOR:
 SMALL BUSINESS EMERGING SMALL BUSINESS
 HUBZONE SMALL BUSINESS
 NAICS: _____
 SIZE STANDARD: _____ SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS 8(A)

11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED
 SEE SCHEDULE 12. DISCOUNT TERMS _____ 13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700) 13b. RATING _____
 14. METHOD OF SOLICITATION
 RFQ IFB RFP

15. DELIVER TO _____ CODE _____ 16. ADMINISTERED BY _____ CODE _____

17a. CONTRACTOR/OFFEROR CODE _____ FACILITY CODE _____ 18a. PAYMENT WILL BE MADE BY _____ CODE _____
 TELEPHONE NO. _____

17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER 18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a UNLESS BLOCK BELOW IS CHECKED SEE ADDENDUM

19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
(Use Reverse and/or Attach Additional Sheets as Necessary)					

25. ACCOUNTING AND APPROPRIATION DATA _____ 26. TOTAL AWARD AMOUNT (For Govt. Use Only) _____

27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4. FAR 52.212-3 AND 52.212-5 ARE ATTACHED. ADDENDA ARE ARE NOT ATTACHED
 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED. ADDENDA ARE ARE NOT ATTACHED

28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN _____ COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED
 29. AWARD OF CONTRACT: REF. _____ OFFER DATED _____. YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS:

30a. SIGNATURE OF OFFEROR/CONTRACTOR _____ 31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER) _____

30b. NAME AND TITLE OF SIGNER (Type or print) _____ 30c. DATE SIGNED _____ 31b. NAME OF CONTRACTING OFFICER (Type or print) _____ 31c. DATE SIGNED _____

**SECTION B
PERFORMANCE WORK STATEMENT**

12-MONTH BASE PERIOD

CLIN	SUPPLIES/SERVICES	EST QTY	UNIT	UNIT PRICE	TOTAL
0001	PREVENTIVE MAINTENANCE ON MATERIAL HANDLING EQUIPMENT COLORADO SPRINGS (See Attachment A for sub-CLIN)	1	LOT	NSP	
0002	REPAIR/REPLACEMENT PARTS	N/A	N/A	N/A	NTE \$30,000
0003	REPAIR/LTI/SERVICE CALLS COLORADO SPRINGS	120	HOURS		

Fill in for the CLIN 0001 TOTAL is the sum of subCLINs 0001AA – 0001AQ from attachment A.
*CLINs 0002 and 0003 are estimates only. This is no guaranteed amount of repair hours.

ESTIMATED TOTAL AMOUNT FOR BASE PERIOD: _____

FIRST 12-MONTH OPTION PERIOD

CLIN	SUPPLIES/SERVICES	EST QTY	UNIT	UNIT PRICE	TOTAL
1001	PREVENTIVE MAINTENANCE ON MATERIAL HANDLING EQUIPMENT (See Attachment A for sub-CLIN)	1	LOT	NSP	
1002	REPAIR/REPLACEMENT PARTS	N/A	N/A	N/A	NTE \$30,000
1003	REPAIR/LTI/SERVICE CALLS COLORADO SPRINGS	120	HOURS		

Fill in for the CLIN 1001 TOTAL is the sum of subCLINs 1001AA – 1001AQ from attachment A.
*CLINs 1002 and 1003 are estimates only. This is no guaranteed amount of repair hours.

ESTIMATED TOTAL AMOUNT FOR OPTION PERIOD 1: _____

SECOND 12-MONTH OPTION PERIOD

CLIN	SUPPLIES/SERVICES	EST QTY	UNIT	UNIT PRICE	TOTAL
2001	PREVENTIVE MAINTENANCE ON MATERIAL HANDLING EQUIPMENT (See Attachment A for sub-CLIN)	1	LOT		
2002	REPAIR/REPLACEMENT PARTS	N/A	N/A	N/A	NTE \$30,000
2003	REPAIR/LTI/SERVICE CALLS COLORADO SPRINGS	120	HOURS		

Fill in for the CLIN 2001 TOTAL is the sum of subCLINs 2001AA – 2001AQ from attachment A.

*CLINs 2002 and 2003 are estimates only. This is no guaranteed amount of repair hours.

ESTIMATED TOTAL AMOUNT FOR OPTION PERIOD 2: _____

ESTIMATED TOTAL AMOUNT FOR BASE AND ALL OPTIONS: _____

B.1 -RESERVED

B.2 Scope

The work consists of furnishing all labor, tools, supplies, repair parts, oil, grease, fuel filters, air filters, oil filters, etc., to perform timely and effective preventive maintenance (PM), service calls and repair service, including performing Limited Technical Inspections (LTI). The equipment is located at DRMO Colorado Springs at Fort Carson, Co. The equipment to be serviced by this contract is listed in attachment A, schedule of supplies/services. During the course of the year, there may be deletions and additions in which the DRMO will inform the contractor and also a modification to the contract will be issued to reflect the changes. All repairs and preventive maintenance services are to be made in accordance with Original Equipment Manufacturers (OEM) manual. The contractor shall be paid for the actual services provided. The contractor shall be required to comply with all applicable environmental protection regulations (see paragraph B.12)).

B.3 Schedule

The preventive maintenance services required under this contract shall be performed once every 3 months (quarterly), with the first preventive maintenance services completed within 3 weeks of award. The only exception is CLIN 0001AQ, which shall be performed once in November or December as scheduled with the Contracting Officer or Representative (COR). Repair services and limited technical inspections will be performed as required.

B.4 Adjustments in MHE Density

The Contracting Officer or Representative shall have the right to make increases or decreases to the schedule of equipment as new and/or replacement equipment is received or equipment is deleted from the contract schedule.

B.5 Identification of Employees

The contractor shall be responsible for furnishing to each of their employees' identification as may be required by the military installation where the DRMO is located. Contractor will require each of their employees engaged on the work site to display such identification as directed by the appropriate installation. All prescribed identification shall be delivered to the Contracting Officer's Representative for cancellation upon the release of any employee. Temporary Guest badges will be given to the contractor at the front desk by the Security Guard or a DRMO employee every time the contractor enters the DRMO facilities or yards/property.

B.6 Acceptance/Correction of Work

All work performed under this contract shall be subject to the acceptance of the Contracting Officer's representative (COR) or designated inspector. If performance is found to be unsatisfactory and not in accordance with the requirements of this contract, the contractor shall begin correcting unsatisfactory work as soon as possible but not later than the first three (3)

hours of the following regularly scheduled Government workday. Work performed is at the expense of the contractor.

B.7 Scheduled Preventive Maintenance Services

The contractor shall perform PM services on-site to minimize equipment downtime. PMs include visual and operational inspections, lubrication of axles and fittings, repairs, changes (fuel filters, air filters, oil filters), checking of hydraulic lines, adjustments and replacements that are necessary to provide operational MHE. Preventive maintenance (PM) on electric forklift batteries will include battery acid testing to ensure the electrodes are capable of proper performance in the cells, prevention of corrosion on the cables, check wear and tear of cables and connectors and upkeep of the outside areas of the battery itself. This also would include any service calls for the battery chargers. Annual certification of the battery hoist equipment used to remove the batteries out of the lifts. This is an OSHA requirement. The contractor shall be responsible for the correct mixture of anti-freeze to prevent freezing during cold weather. All PMs to include those items that have been received under warranty must be performed in accordance with the original equipment manufacturers specifications and appropriate manufacturers manuals. The costs of the following items are to be included as part of preventative maintenance: oil, grease/lubricants, fluids, anti-freeze, oil filters, air filters, fuel filters and fittings. The cost of repair parts is covered and will be reimbursed.

B. 8 Unscheduled Minor Repairs/Service Calls

Minor repairs, including service calls which are necessary to replace or overhaul unserviceable components, assemblies, sub-assemblies, and electrical components will be performed when required, in order to keep the equipment fully operational. The contractor shall submit a cost estimate as soon as possible but not later than five (5) working days after request to the Contracting Officer or Representative. Prior to proceeding with any such repair, the Contracting Officer or representative shall approve or disapprove such repair. Minor repairs will have a maximum twenty-four (24) hours turn around time after approval by the Contracting Officer's Representative, excluding federal holidays and weekends. If parts/supplies are not readily available to meet the twenty-four (24) hour repair criteria, the contractor will be required to provide to the Contracting Officer's Representative a written justification for the delay and the estimated delivery date of the parts/supplies or tires. These repairs shall be performed as necessary on the equipment listed on the bid schedule for preventive maintenance as well as trailers, ramps and carts at DRMO Colorado Springs.

B.9 Major Component Repairs

Major component repairs such as engine overhaul, power train repair, etc will require a Limited Technical Inspection prior to proceeding. Major repairs are not being performed without prior approval of the Contracting Officer or Representative. The contractor will submit a cost estimate as soon as possible but not later than five (5) working days after request to the Contracting Officer or Representative to determine if repair is economically feasible on a particular piece of equipment. Prior to proceeding with any such repair, the Contracting Officer or representative shall approve or disapprove such repair. The contractor must receive written approval from the

Contracting Officer or representative prior to proceeding with the repairs. Major repairs will have a maximum 5 business day turn around time after approval by the Contracting Officer's Representative, excluding federal holidays and weekends.

B.10 Uneconomical Repairs

If determined by the Contracting Officer or Representative that it is not cost effective to repair a particular piece of equipment, the Contracting Officer or Representative may request the contractor to perform a Limited Technical Inspection to determine the equipment's overall condition and serviceability. The LTI will include, but not be limited to: a thorough inspection of the equipment such as engine, transmission, major components, controls, mast, cables, chains, hoses, and electrical, air, hydraulic systems, etc. to determine disposition of the equipment. The LTI will include an estimated cost for labor and materials required to return the equipment to operating condition. The contractor will complete the LTI within five (5) working days after notification. The necessary form, DLA Form 1730, will be furnished by the Government. Payment for preparing the LTI will be paid as per rate shown in the schedule of prices.

B.11 Safety Inspections

The contractor will perform a condition inspection on MHE located at DRMO Colorado Springs to ensure that the overall structural, mechanical and electrical components are in compliance with OSHA standards currently in effect and in use by DRMO Colorado Springs. The safety inspection will be performed on all MHE after major repairs or as otherwise determined by the Contracting Officer or Representative.

B.12 Environmental Protection

In order to provide for environmental abatement and control and to prevent environmental pollution arising from the services of the contractor in the performance of this contract, the contractor shall comply with applicable federal, state and local laws and regulations concerning environmental pollution abatement and control currently in effect.

B.13 Clean up of Premises

Upon completion of services provided, the contractor is required to clean up work space and remove and dispose of any parts or debris resulting from the contractor's performance. This is required after each day of on-site performance. Contractor shall furnish all tools and equipment, such as drip pans, to clean up the premises. Spills shall be cleaned up after coordinating with Host security.

B.14 MHE Availability and Release

The Government shall make available to the contractor, material handling equipment for maintenance or repairs in accordance with the provisions of the schedule. The contractor upon receipt of any government equipment shall assume the risk of and shall be responsible for any loss or damage thereto. Any equipment described herein to be moved from the activity shall

have the prior approval of the Contracting Officer or Representative. The Contractor shall sign for receipt of any government equipment moved from the government installation. The necessary form, DRMS Form 1367, will be furnished by the Government.

B.15 Government Furnished Facilities

There are areas available at DRMO Colorado Springs for on site repairs. Existing utilities will be furnished without charge to the Contractor during normal government working days Monday through Friday; between the hours of 0700 to 1530 or other scheduled times that have the prior approval of the Contracting Officer or Representative. The contractor shall assume the risk of and shall be responsible for any loss or damage thereto as a result of contractor performance. Welding shall not be performed inside any of the facilities. Performance at Government furnished facilities due to weather or other reasons shall be coordinated with the COR prior to performance.

B.16 Contractor Furnished Facilities

The contractor shall be required to perform all repairs in his facility/shop, which are not feasible to repair on site. The Contractor shall furnish materials, labor, and transportation for all equipment that is repaired in contractor facilities. The Contractor shall assume the risk of and shall be responsible for any loss or damage thereto as a result of contractor performance.

Parts and Materials:

- a. Replacement parts shall be furnished by the contractor. All worn out or deteriorated parts recommended for replacement may, upon request, be physically examined by the Contracting Officer's Representative prior to actual replacement. All worn out or deteriorated parts will be returned to the Contracting Officer's Representative unless an acceptable monetary credit is provided the government by the contractor.
- b. All original equipment manufacture recommended replacement parts and materials may be examined, when requested, by the Contracting Officer's prior to installation. All parts and materials which are substituted for OEM replacement parts by the contractor shall be approved by the Contracting Officer's Representative prior to installation. No rebuilt parts may be used without prior approval of the Contracting Officer's representative.
- c. Parts or components damaged by the contractor shall be repaired or replaced at the expense of the contractor to the satisfaction of the Contracting Officer's Representative.
- d. The contractor shall be reimbursed by the government for the parts/supplies at the contractor's net price as stated in the invoice from the respective supplier. A copy of the invoice for the parts/supplies shall be submitted to the Contracting Officer's Representative for payment verification. Invoices for repair services, where parts

pricing are separate from labor hours, will be documented by a listing citing the OEM part number or authorized substituted item to include nomenclature, quantity used, and price (referenced to appropriate list).

B.17 Time of Performance

The service and repairs to be performed under this contract will be performed during normal government working days, Monday through Friday, between the hours of 0700 to 1530. If services are scheduled by the contractor to be performed on a regular federal holiday (see below), or one designated by Presidential proclamation, rescheduling shall be at the discretion of the Contracting Officer's Representative.

New Years Day	1 January*
Martin Luther King's Birthday	3rd Monday in January
Presidents Day	3rd Monday in February
Memorial Day	Last Monday in May
Independence Day	4 July*
Labor Day	1st Monday in September
Columbus Day	2nd Monday in October
Veterans Day	11 November*
Thanksgiving Day	4th Thursday in November
Christmas Day	25 December*

* The holiday is observed on the preceding Friday or the following Monday when the holiday occurs on Saturday or Sunday, respectively.

B.18 Warranty

The contractor agrees that the materials and services furnished under this contract shall be covered by the most favorable commercial warranties the contractor provides to customers for such materials and services, but if not otherwise specified, not less than a minimum of ninety (90) days warranty. The contractor agrees that the rights and remedies provided herein are in addition to and do not limit any rights afforded to the government by any other clause of this contract. New equipment received by the government under manufacturer's warranty will not be repaired without prior approval of the Contracting Officer or Representative. The Contracting Officer or Representative may request the contractor to inspect the equipment to determine if the provisions of the manufacturers warranty are applicable. Payment for contractor inspection will be determined in accordance with the schedule of prices.

SECTION C
CLAUSES

C.0 CLAUSES INCORPORATED BY REFERENCE FAR 52.252-2 (FEB 1998)

This contract incorporates one or more clauses by reference with the same force and effect as if they were given in full text. Also, the full text of a clause may be accessed electronically at one of the following addresses: <http://www.dla.mil/j-3/j-336/icps.htm>, <http://www.arnet.gov/far/> or for DRMS local clauses <http://www.drms.dla.mil/drmsp/clauses/drmscls.pdf>.

C.1 CONTRACT TERMS AND CONDITIONS-COMMERCIAL ITEMS (INCLUDED BY REFERENCE) FAR 52.212-4 (Mar 2009)

C.2 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS - COMMERCIAL ITEMS FAR 52.212-5 (Mar 2009)

The following clauses under paragraph (a) apply:

- (1) 52.222-50, Combating Trafficking in Persons (FEB 2009) (22 U.S.C. 7104(g)).
- (2) 52.233-3, Protest After Award (AUG 1996) (31 U.S.C. 3553).
- (3) 52.233-4, Applicable Law for Breach of Contract Claim (OCT 2004) (Pub. L. 108-77, 108-78).

The following clauses under paragraph (b) apply:

- (1) 52.203-6, Restrictions on Subcontractor Sales to the Government (Sep 2006), with alternate I (Oct 1995) (41 U.S.C. 253g and 10 U.S.C. 2402).
- (10) 52.219-8, Utilization of Small Business Concerns (May 2004 (15 U.S.C. 637 (d)(2) and (3))).
- (12) 52.219-14, Limitations on Subcontracting (Dec 1996) (15 U.S.C. 637 (a)(14)).
- (17) 52.219-27, Notice of Total Service-Disabled Veteran-Owned Small Business Set-Aside (May 2004) (15 U.S.C. 657 f).
- (18) 52.219-28, Post Award Small Business Program Rerepresentation (June 2007) (15 U.S.C. 632(a)(2)).
- (19) 52.222-3, Convict Labor (June 2003)(E.O. 11755).
- (21) 52.222-21, Prohibition of Segregated Facilities (Feb 1999).
- (22) 52.222-26, Equal Opportunity (Mar 2007) (E.O. 11246).
- (23) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (Sep 2006) (38 U.S.C. 4212).
- (24) 52.222-36, Affirmative Action for Workers with Disabilities (Jun 1998) (29 U.S.C. 793).
- (25) 52.222-37, Employment Reports on Special Disabled Veterans of the Vietnam Era, and Other Eligible Veterans (Sep 2006) (38 U.S.C. 4212).
- (27) 52.222-54, Employment Eligibility Verification (Jan 2009). (Executive Order 12989).
- (39) 52.232-33, Payment by Electronic Funds Transfer—Central Contractor Registration (Oct 2003)(31 U.S.C. 3332).

The following clauses under paragraph (c) apply:

- (1) 52.222-41, Service Contract Act of 1965, as Amended (Jul 2005) (41 U.S.C. 351, et seq.).
- (2) 52.222-42, Statement of Equivalent Rates for Federal Hires (May 1989) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).

*This Statement is for Information Only:
It is not a Wage Determination*

Employee Class	Monetary Wage -- Fringe Benefits
Machinery Maintenance Mechanic	19.74/hr

(3) Fair Labor Standards Act and Service Contract Act – Price Adjustment (Multiple Year and Option Contracts) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.)

C.3 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS APPLICABLE TO DEFENSE ACQUISITIONS OF COMMERCIAL ITEMS, DOD FAR SUPPLEMENT, 252.212-7001 (Jan 2009)

The following clauses under paragraph (a) apply:

52.203-3, Gratuities (APR 1984)(10 U.S.C. 2207).

The following clause under paragraph (b) applies:

(20) 252.243-7002, Request for Equitable Adjustment (Mar 1998) (10 U.S.C. 2410).

C.4 CONTRACTING OFFICER’S REPRESENTATIVE, DoD FAR SUPPLEMENT 252.201-7000 (Dec 1991)

C.5 ORDERING, FAR 52.216-18 (OCT 1995)

(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued from date of award through the 12-month base period.

(b) All delivery orders or task orders are subject to the terms and conditions of this contract. In the event of conflicts between a task order and this contract, the contract shall control.

(c) If mailed, a delivery order or task order is considered “issued” when the Government deposits the order in the mail. Orders may be issued orally, by facsimile, or by electronic commerce methods only if authorized in the schedule.

C.6 EVALUATION OF OPTIONS FAR 52.217-5 (JUL 1990)

C.7 Option to Extend Services FAR 52.217-8 (Nov 1999)

The Government may require continued performance of any services within the limits and at the rates specified in the contract. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. The option provision may be exercised

more than once, but the total extension of performance hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by written notice to the Contractor within 7 days of contract expiration.

C.8 Option to Extend the Term of the Contract FAR 52.217-9 (Mar 2000)

(a) The Government may extend the term of this contract by written notice to the Contractor within 7 days before contract expiration; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 14 days before the contract expires. The preliminary notice does not commit the Government to an extension.

(b) If the Government exercises this option, the extended contract shall be considered to include this option clause.

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed 3 years.

C.9 Insurance -- Work on a Government Installation FAR 52.228-5 (Jan 1997)

TYPE	MINIMUM AMOUNT
a. General Liability Insurance Bodily Injury	\$500,000.00 per occurrence
b. Automobile Liability Insurance	\$20,000.00 per occurrence
c. Property Damage	\$200,000.00 per occurrence

C.10 INVOICING AND PAYMENT – SERVICES, DRMS (NOV 2002)

(a) The contractor shall be paid upon submission of a proper invoice for services performed and accepted. The contractor shall be required to submit invoices immediately following services performed. Invoices must include the contract number and the equipment serviced identified by DLA number. Invoice must be certified by the DRMO POCs/COR and forwarded to DES-WRF, ATTN: Marlene Leeper, HDI Federal Center, 74 North Washington Ave.; Battle Creek, MI 49037, or facsimile to (269) 961-4237. After receipt processing, DES-WRF will in turn facsimile the contractor's invoice to DFAS-Columbus for subsequent payment. (b) All payments will be made in accordance with the clause entitled PROMPT PAYMENT, FAR 52.232-25 (OCT 2003).

C.11 ANTICIPATED REGULATORY CHANGES DRMS 52.211-9R02 (JAN 2000)

C.12 ALTERNATE PROTEST PROCEDURES, DRMS 52.233-9R01 (JAN 1997)

Fill in is: DRMS-J72

C.13 RESERVED

C.14 Department of Labor Wage Determination DRMS 52.222-9R01 (DEC 1995)

Wage Determination No.: 2005-2079, Rev 7, dated 05-29-2008

<http://www.wdol.gov/wdol/scafiles/std/05-2079.txt>

C. 15 DRMS Environmental Management System (EMS)

1. DRMS implemented EMS in accordance with ISO 14001:2004(E), DOD and DLA requirements at all DRMS appropriate facilities. An EMS is an overall management system that includes organizational structure, planning activities, responsibilities, practices, procedures, processes and resources for developing, implementing, achieving, reviewing and maintaining the environmental policy of an organization. The DRMS EMS is designed to ensure that all personnel, including contract personnel, whose work activities can cause real or potential significant environmental impact, are aware of how their work supports the EMS and are competent to perform their roles, responsibilities and authorities while supporting the DRMS mission. The DRMS EMS program is explained in DRMS-I 6050.2, Environmental Management System (EMS) Core Instruction. The DRMS-I 6050.2 may be viewed online at: <https://www.drms.dla.mil/publications/html/6050.2.html>. Site supplements detail information required by EMS at a local level such as local, state and host environmental regulations as well as local emergency procedures and operating procedures unique to the location. Site supplements also contain information concerning the local interaction between the DRMS tenant appropriate facility and the DOD/DLA host facility EMS program.

2. Contractors and their personnel are required to be aware that each DRMS appropriate facility has an EMS and to be aware of EMS policies to perform work and/or gain access to an installation. Each DRMS appropriate facility maintains EMS awareness posters that identify the DRMS Environmental Management Representative (EMR) and Host facility EMR for specific guidance concerning an individual facilities' EMS program.

3. The current list of DRMS appropriate facilities can be viewed at:
<http://www.drms.dla.mil/special/misc/contractingEMS.pdf>

C.16 ACCEPTABLE PERFORMANCE LEVELS (APLs) (DRMS July 2008)

Acceptable Performance Levels (APLs) are the minimum performance levels of specific requirements which the contractor must achieve or risk having the Government consider performance unsatisfactory, resulting in monetary consideration from the contractor (See attachment B). While the Specification of an acceptable performance level does not allow the contractor to knowingly provide defective service it recognizes that it may occur unintentionally. As long as performance does not fall below the specified acceptable level, the Government will not deduct for poor performance. If performance falls below the specified performance level, consideration will be taken at the Government's discretion. Consideration decisions will take into account the impact on the Government as a result of the failure to meet the performance requirement and the number of times the failure has occurred throughout the contract period. The Government will use a Quality Assurance Surveillance Plan (QASP) to monitor compliance

with the contract terms and conditions and identify nonconforming services. The QASP sets forth the method and manner by which the Government intends to conduct surveillance of work under the contract and is subject to unilateral change by the Government without modification to the contract. All work required by the contract is subject to surveillance whether or not specifically included in the plan.

Performance incentives for the contractor shall include, but are not necessarily limited to, favorable impact on option exercise decisions, future awards of the same requirement, and future awards of similar requirements by DRMS as well as other Government and non-Government entities that may review performance of this contract.

C.17 Site Visit (Apr 1984) FAR 52.237-1

Offerors or quoters are urged and expected to inspect the site where services are to be performed and to satisfy themselves regarding all general and local conditions that may affect the cost of contract performance, to the extent that the information is reasonably obtainable. In no event shall failure to inspect the site constitute grounds for a claim after contract award.

C.18 Protection of Government Buildings, Equipment, and Vegetation (Apr 1984) FAR 52.237-2

The Contractor shall use reasonable care to avoid damaging existing buildings, equipment, and vegetation on the Government installation. If the Contractor's failure to use reasonable care causes damage to any of this property, the Contractor shall replace or repair the damage at no expense to the Government as the Contracting Officer directs. If the Contractor fails or refuses to make such repair or replacement, the Contractor shall be liable for the cost, which may be deducted from the contract price.

C.19 Requirement to Inform Employees of Whistleblower Rights. (Jan 2009) DFARS 252.203-7002

The Contractor shall inform its employees in writing of employee whistleblower rights and protections under 10 U.S.C. 2409, as described in Subpart 203.9 of the Defense Federal Acquisition Regulation Supplement.

SECTION D
ATTACHMENTS

ATTACHMENT A: Bid Schedule Continuation Pages for DRMO Colorado Springs (CLIN 0001)

ATTACHMENT B: Acceptable Performance Levels (APLs)

ATTACHMENT C: Past Performance Data Sheet

SECTION E
Solicitation Provisions

E.1 Evaluation Factors for Contract Award (FAR 52.212-2) JAN 1999

The Government will award a contract resulting from this solicitation to the responsible offeror whose offer conforming to the solicitation will be most advantageous to the Government, price and other factors considered. The following factors shall be used to evaluate offers:

1. Past Performance
2. Price

Past performance is equal in importance to price.

(b) *Options.* The Government will evaluate offers for award purposes by adding the total price for all options to the total price for the basic requirement. The Government may determine that an offer is unacceptable if the option prices are significantly unbalanced. Evaluation of options shall not obligate the Government to exercise the option(s).

(c) A written notice of award or acceptance of an offer, mailed or otherwise furnished to the successful offeror within the time for acceptance specified in the offer, shall result in a binding contract without further action by either party. Before the offer's specified expiration time, the Government may accept an offer (or part of an offer), whether or not there are negotiations after its receipt, unless a written notice of withdrawal is received before award.

E.2 PAST PERFORMANCE

(1) The Government will evaluate the quality of the offeror's past performance. The assessment of the offeror's past performance will be used as a means of evaluating the probability of success and performance risk of the offeror. Thus, an offeror with an exceptional record of past performance and experience will have a lower performance risk than an offeror with a less than exceptional record of performance.

(2) In investigating an offeror's past performance, the Government may consider information in the offeror's proposal and information obtained from other sources, including past and present customers and their employees, other government agencies, including state and local agencies, consumer protection organizations and better business bureaus; former subcontractors; and others who may have useful information. Failure by the offeror to provide evidence of relevant performance on contracts of a similar nature in terms of performance timeframes, complexities of services provided will be considered by the Government to have no relevant past performance. The Government will evaluate past performance and experience in accordance with submission requirements of E.6.

(3) Evaluation of past performance will be a subjective assessment based on a consideration of all relevant facts and circumstances. It will not be based on absolute standards of acceptable performance. The Government is seeking to determine whether the offeror has consistently

demonstrated a commitment to customer satisfaction and timely delivery of services. This is a matter of judgment. Offerors will be given an opportunity to address especially unfavorable reports of past performance, and the offeror's response, or lack thereof, will be taken into consideration. Offerors lacking relevant past performance will not receive negative or positive consideration in the evaluation of this element as the performance risks are unknown and therefore cannot be assessed.

(4) Past performance will be rated on an adjectival scale. The Government's conclusions about the overall quality of the offeror's past performance and experience will be a factor in determining the relative merits of the offeror's proposal and in selecting the offeror whose proposal is considered the most advantageous to the Government.

(5) By past performance, the Government means how well the offeror conformed to specifications and to standards of good workmanship; the offeror's adherence to contract schedules, including the administrative aspects of performance; the offeror's history of reasonable and cooperative behavior and commitment to customer satisfaction; and the offeror's business-like concern for the interests of the customer. DRMS will also consider the offeror's performance on the same or similar contracts in terms of complexities of the services provided.

(6) By experience, a sub-factor of past performance, the Government means whether a contractor's firm, principal subcontractor, or key personnel has performed similar work before.

E.3 PAST PERFORMANCE PROPOSAL

(a) The offeror is required to provide any current relevant information regarding the level of performance, in terms of delivery and quality achieved under either Government or commercial awards for the same or similar services that were incorporated into contracts within the last two years. The information provided should support a qualitative review of the offeror; and/or; the offeror's principal subcontractor; and/or key employees, record of performance in the areas of conforming to specifications, adherence to contract schedules, history of reasonable and cooperative behavior, commitment to customer satisfaction, and business-like concern for the interest of your customer. Additionally, if performance deficiencies were identified, identify what were they and what corrective action was taken.

(1) Offerors shall submit past performance data sheets (attachment C) to their reference POC in accordance with the instructions on the first page of the attachment. The reference POC is responsible for submitting the completed data sheets to the identified Contracting POC. **THE CONTRACT SPECIALIST MAY OR MAY NOT SEARCH OUT PAST PERFORMANCE REFERENCES FOR THIS INFORMATION.** Offerors shall include a list of references that the past performance data sheets are submitted to. References may be contacted after receipt of the data sheets for clarification or additional information.

(2) In addition to the past performance datasheet, narrative information regarding conformance to specifications, adherence to schedules and performance deficiencies may be submitted on plain bond paper, identifying this solicitation number. The information shall be in sufficient

detail to explain how each reference relates to same or similar requirements of the instant solicitation.

(b) Experience:

(1) Offeror shall submit qualifications of either the principal subcontractor and/or key employees of the firm. Current (within the last 2 years) relevant experience of the firm must include the following information – name, address, telephone number, and point of contact, type of contract, for which same or similar services were rendered, inclusive dates of service, dollar value of contract or purchase order, quantity, and type of services rendered, performance timeframes and complexities of services.

(2) If the offeror elects to submit qualifications of key employees within the firm, then submit the following documentation for each key employee:

(i) Places and dates of prior employment; title and positions held; and a clear, concise description of duties related to the services required by this solicitation.

(ii) College degrees earned from accredited institutions, names and locations of the institutions attended, major subject studied and inclusive dates of attendance.

(iii) Indicate which key employee(s) possesses a degree and/or hands on experience to include dates of experience that directly relate to the services required by this solicitation.

E.4 OFFEROR REPRESENTATIONS AND CERTIFICATIONS-COMMERCIAL ITEMS FAR 52.212-3 (JUN 2008)

An offeror shall complete only paragraphs (b) of this provision if the offeror has completed the annual representations and certificates electronically at <http://orca.bpn.gov> . If an offeror has not completed the annual representations and certifications electronically at the ORCA website, the offeror shall complete only paragraphs (c) through (m) of this provision at <http://www.drms.dla.mil/drmsp/fillins.doc>.

E.5 Price Proposal

The offeror shall fill in the applicable CLIN(s) on the bid schedule of this package and submit with their offer. The offered prices will be used in conjunction with the other factors to determine the proposal(s) which represents the best value to the Government. Price will not be numerically scored, but it will be fully evaluated using price analysis techniques.

E.6 Proposal Submission

Proposal must be received by 4:00 p.m. EST on May 18th, 2009. Proposal can be faxed to 269-961-4474, emailed to nathanial.gaunt@dlamail, or mailed to:

HDI Federal Center
ATTN: Nate Gaunt, DRMS-J72
74 N. Washington Ave.
Battle Creek, MI 49037

Questions regarding this solicitation must be submitted in writing (fax or email) to the numbers/addresses listed above by 2:00 p.m. EST on May 8, 2009.

ATTACHMENT A
Bid Schedule Continuation Pages

12 MONTH BASE PERIOD

ITEM NO.	ITEM	QTY	PM's per UNIT	UNIT	Total QTY	UNIT PRICE	TOTAL PRICE
0001AA	1987 Dresser 515B front loader #4037	1	4	EA	4		
0001AB	1998 Tennant 6500 Sweeper #6500-5088	1	4	EA	4		
0001AC	2002 Hyster E40XL electric 4k forklift #c470n02003z	1	4	EA	4		
0001AD	1990 Harlan GHKJ4 tug #7897	1	4	EA	4		
0001AE	1997 Yale GDP060T 180" 6k diesel forklift #s 177b17122u & e177b17223u	2	4	EA	8		
0001AF	1999 Yale GTP050TGNUAE085 6k diesel forklift # e177b24028v	1	4	EA	4		
0001AG	2005 Daewoo N40XMR3 15k # fv-0075	1	4	EA	4		
0001AH	1992 Clark C500Y35OD 25k # y2235-0022-8329	1	4	EA	4		
0001AI	2006 Doosan B20T-5 electric forklift #s h6-00152 & h6-00153	2	4	EA	8		
0001AJ	2007 Doosan BC20S-5 electric forklift #L7-00109	1	4	EA	4		
0001AK	2007 Doosan D20S-5 diesel forklift # LR-00756	1	4	EA	4		
0001AL	2008 Doosan D20S-5 diesel forklift #s QC00372 & QC00371	2	4	EA	8		
0001AM	2008 Doosan D30S-5 diesel forklift # QD00289	1	4	EA	4		
0001AN	1999 John Deere TC544 loader # CS4H572241	1	4	EA	4		
0001AO	1993 John Deere 544GTC 15k diesel forklift #544313	1	4	EA	4		
0001AP	1990 Wiggins W156L 15k diesel forklift # wlc901309	1	4	EA	4		
0001AQ	1998 Kubota F3060-R snowplow # 32192	1	1	EA	1		

FIRST 12- MONTH OPTION PERIOD

ITEM NO.	ITEM	QTY	PM's per UNIT	UNIT	Total QTY	UNIT PRICE	TOTAL PRICE
1001AA	1987 Dresser 515B front loader #4037	1	4	EA	4		
1001AB	1998 Tennant 6500 Sweeper #6500-5088	1	4	EA	4		
1001AC	2002 Hyster E40XL electric 4k forklift #c470n02003z	1	4	EA	4		
1001AD	1990 Harlan GHKJ4 tug #7897	1	4	EA	4		
1001AE	1997 Yale GDP060T 180" 6k diesel forklift #s 177b17122u & e177b17223u	2	4	EA	8		
1001AF	1999 Yale GTP050TGNUAE085 6k diesel forklift # e177b24028v	1	4	EA	4		
1001AG	2005 Daewoo N40XMR3 15k # fv-0075	1	4	EA	4		
1001AH	1992 Clark C500Y35OD 25k # y2235-0022-8329	1	4	EA	4		
1001AI	2006 Doosan B20T-5 electric forklift #s h6-00152 & h6-00153	2	4	EA	8		
1001AJ	2007 Doosan BC20S-5 electric forklift #L7-00109	1	4	EA	4		
1001AK	2007 Doosan D20S-5 diesel forklift # LR-00756	1	4	EA	4		
1001AL	2008 Doosan D20S-5 diesel forklift #s QC00372 & QC00371	2	4	EA	8		
1001AM	2008 Doosan D30S-5 diesel forklift # QD00289	1	4	EA	4		
1001N	1999 John Deere TC544 loader # CS4H572241	1	4	EA	4		
1001AO	1993 John Deere 544GTC 15k diesel forklift #544313	1	4	EA	4		
1001AP	1990 Wiggins W156L 15k diesel forklift # wlc901309	1	4	EA	4		
1001AQ	1998 Kubota F3060-R snowplow # 32192	1	1	EA	1		

SECOND 12-MONTH OPTION PERIOD

ITEM NO.	ITEM	QTY	PM's per UNIT	UNIT	Total QTY	UNIT PRICE	TOTAL PRICE
2001AA	1987 Dresser 515B front loader #4037	1	4	EA	4		
2001AB	1998 Tennant 6500 Sweeper #6500-5088	1	4	EA	4		
2001AC	2002 Hyster E40XL electric 4k forklift #c470n02003z	1	4	EA	4		
2001AD	1990 Harlan GHKJ4 tug #7897	1	4	EA	4		
2001AE	1997 Yale GDP060T 180" 6k diesel forklift #s 177b17122u & e177b17223u	2	4	EA	8		
2001AF	1999 Yale GTP050TGNUAE085 6k diesel forklift # e177b24028v	1	4	EA	4		
2001AG	2005 Daewoo N40XMR3 15k # fv-0075	1	4	EA	4		
2001AH	1992 Clark C500Y35OD 25k # y2235-0022-8329	1	4	EA	4		
2001AI	2006 Doosan B20T-5 electric forklift #s h6-00152 & h6-00153	2	4	EA	8		
2001AJ	2007 Doosan BC20S-5 electric forklift #L7-00109	1	4	EA	4		
2001AK	2007 Doosan D20S-5 diesel forklift # LR-00756	1	4	EA	4		
2001AL	2008 Doosan D20S-5 diesel forklift #s QC00372 & QC00371	2	4	EA	8		
2001AM	2008 Doosan D30S-5 diesel forklift # QD00289	1	4	EA	4		
2001AN	1999 John Deere TC544 loader # CS4H572241	1	4	EA	4		
2001AO	1993 John Deere 544GTC 15k diesel forklift #544313	1	4	EA	4		
2001AP	1990 Wiggins W156L 15k diesel forklift # wlc901309	1	4	EA	4		
2001AQ	1998 Kubota F3060-R snowplow # 32192	1	1	EA	1		

ATTACHMENT B
Acceptable Performance Levels

DELIVERABLE	STANDARD	TIME FRAME	CLAUSE	ACCEPTABLE PERFORMANCE LEVEL (APL)	REDUCTION FOR FAILED APL	METHOD OF SURVEILLANCE
Timely and Complete Preventive Maintenance	Preventive Maintenance of all items under x001 subCLINs	Within 3 weeks of award and NLT 95 calendar days after previous PM of same item	B.3	No more than 3 items maintained late per quarter. Failure to meet APL allowed once during entire contract performance, including options.	5-100% consideration of the value of the maintenance per quarter & past performance annotated	COR/customer
Repair of Equipment	MHE operational in timely manner	Within 24 hours of COR approval of cost estimate and repair	B.8	No more than 3 items repaired exceeding the 24 hour timeframe. Failure to meet APL allowed once per contract period of performance (annually).	5-100% consideration of the value of the repair & past performance annotated	COR/customer

CONTRACTOR PAST PERFORMANCE
DATA SHEET

Offeror's Name: _____

The questionnaire shall be completed as provided. If required, only the spacing may be modified to accommodate the Offeror or respondent's comments.

Part I – To be completed by Quoter and Forwarded to Commercial or Government Respondent

1. Contract number:
2. Point of contact/phone number, email, and fax number at agency where the contract was performed:
3. Detailed description of the work performed:
4. Dollar value of contract:
5. Name(s) of subcontractors used, if any, and a description of work performed by the subcontract(s):
6. The number, type and severity of any quality, delivery or price problems in performing the contract, the corrective action taken and the effectiveness of the correction action:

Part II – To be completed by the Respondent and returned to DRMS
 (Please do not return to the Contractor who originated this request)

A. The completion of Part II of this questionnaire is requested from your agency/company in order for the Defense Reutilization & Marketing Service to evaluate the aforementioned contractor’s past performance on previous contracts as it relates to the probability of successful accomplishment of the work required by the Government relative to the award of the contract resulting from the solicitation.

Please provide concise comments regarding your overall assessment of the contractor’s performance on the contract identified below. Please respond to each question in a narrative format. Please email or fax your completed questionnaire along with a copy of Part I directly to :

Contracting Officer
 Nathaniel Gaunt
 nathaniel.gaunt@dla.mil

Fax: (269) 961-4474

Please submit this response by 4:00 p.m. Eastern on May 18th, 2009.

Company's Name _____
 POC/Title/Position: _____
 Email Address: _____
 Contract/Purchase Order No. _____
 Contract Amount: _____
 Contract Type: _____
 Period of Performance: _____
 Business Address _____

 Phone Number _____

B. Explanation of codes:

Exceptional (E) - Performance meets contract requirements and exceeds many to the Government’s benefit. The contractual performance of the element or sub-element being assessed was accomplished with few minor problems for which corrective actions taken by the contractor were highly effective. Based on offeror's performance record, no doubt exists that the offeror will successfully perform the required effort. Risks are considered very low.

Very Good (VG) - Performance meets contractual requirements and exceeds some to the Government's benefit. The contractual performance of the element or sub-element being assessed was accomplished with some minor problems for which corrective actions taken by the contractor were effective. Based on the offeror's performance record, little doubts exist that the offeror will successfully perform the required effort. Risks are considered low.

Satisfactory (S) - Performance meets contractual requirements. The contractual performance of the element or sub-element contains some minor problems for which corrective actions taken by the contractor appear or were satisfactory. Based on the offeror's performance record, some doubt exists that the offeror will successfully perform the required effort. Normal contractor emphasis should preclude any problems. Risks are considered moderate.

Marginal (M) - Performance does not meet some contractual requirements. The contractual performance of the element or sub-element being assessed reflects a serious problem for which the contractor has not yet identified corrective actions. The contractor's proposed actions appear only marginally effective or were not fully implemented. Based on the offeror's performance record, substantial doubt exists that the offeror will successfully perform the required effort. Risks are considered High.

Unsatisfactory (U) - Performance does not meet contractual requirements and recovery is not likely in a timely manner. The contractual performance of the element contains serious problem(s) for which the contractor's corrective actions appear or were ineffective. Based on the offeror's performance record, extreme doubt exists that the offeror will successfully perform the required effort. Risks are considered very high.

C. Circle the appropriate letter for each item on the questionnaire and provide supporting narrative.

1. Rate the Offeror's Technical Performance (Quality of Product/Service):

(i) Did the offeror's service comply with contract requirements?

E VG S M U

(ii) Were reports or other deliverables accurate and fully descriptive?

E VG S M U

(iii) Were there any performance problems, and if so were they resolved effectively?

E VG S M U

2. Rate the Offeror's Key Personnel (Management):

(i) Were adequate Key Personnel allocated to meet the contract requirements?

E VG S M U

(ii) As applicable, were Key Personnel replaced effectively?

E VG S M U

(iii) Were Key Personnel able to respond to your concerns, isolate and resolve problems and take systemic improvement action?

E VG S M U

3. Rate the Offeror's Timeliness:

(i) Demonstrated ability to comply with: delivery and/or performance schedules. What were the causes of any delay?

E VG S M U

(ii) Timeliness of submission of requested information, reports, and invoicing

E VG S M U

4. Rate the Offeror's Responsiveness (Business Relations)

(i) Was the offeror professional, cooperative and effective in correcting any problems?

E VG S M U

D. What is your overall rating of the contractor's performance?

E VG S M U

E. Identify the contractor's overall strengths and weaknesses.

F. Given the choice, would you award to this contractor again?

G. Are you aware of any other contracted efforts performed by this contractor similar in nature to this contract?
Please identify contract/program and point of contact.

H. Is there anyone else we should send this questionnaire to? Please identify by name, organization, and phone number.

(End of clause)