

PERFORMANCE WORK STATEMENT (PWS)

FORKLIFT RENTAL PERFORMANCE WORK STATEMENT PUGET SOUND NAVAL SHIPYARD

PART 1 GENERAL INFORMATION

1. **GENERAL:** This is a non-personal services Firm Fixed Price Indefinite Quantity Indefinite Delivery (IDIQ) contract to provide leasing of various types of forklifts for the government. The Government shall not exercise direct supervision or control over any contractor employees. Notwithstanding, contractor shall ensure employees comply with all requirements of this Performance Work Statement (PWS) and contract.

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 operational lease of forklift rentals as defined in this Performance Work Statement except for those items specified as government furnished property and services. The contractor shall perform to the standards in this contract.

1.2 **Background:** Puget Sound Naval Shipyard and Intermediate Maintenance Facility (PSNS) is an industrial complex whose mission is to maintain, modernize and retire the Navy fleet with a vision of on-time maintenance, modernization, and retirement of the U.S. Navy's fleet. The shipyard in Bremerton is the Pacific Northwest's largest naval shore facility and one of Washington State's largest industrial installations.

In order to accomplish this mission PSNS utilizes a wide array of material handling equipment including several different variations of forklifts. In order to meet the mission's demand the government must subsidize its inventory of government owned forklifts by leasing additional forklifts.

1.3 **Objectives:** The requirement is to provide leased forklift services for material movement throughout the installations and aboard ships/boats at Bremerton, Silverdale/Bangor, and Everett, Washington.

1.4 **Scope:** Leasing of various types of forklifts for a 5 year ordering period at the locations listed in paragraph 1.7.1. Services include leasing, transportation, inspection, maintenance, and emergency repair of forklifts.

1.5 **Ordering Period:** The ordering period shall be for five years from the date of award.

1.6 **Quality Assurance:** The government shall evaluate the contractor's performance under this contract in accordance with the Quality Assurance Surveillance Plan. This plan is primarily focused on what the Government must do to ensure that the contractor has performed in accordance with the performance standards. It defines how the performance standards will be applied, the frequency of surveillance, and the minimum acceptable defect rate(s).

1.7 Location:

1.7.1 **Place of Performance:** The work to be performed under this contract will be performed at Puget Sound Naval Shipyard and Intermediate Maintenance Facility Bremerton, Bangor, and Everett or the contractor repair facility. If maintenance/ repair cannot be completed in one day the contractor shall transport the forklift to contractor repair facility to perform work at no additional cost to the government.

1.7.2 **Hours of Operation:** The contractor is responsible for conducting business, between the hours of 0700-1600 Monday thru Friday except Federal holidays or when the Government facility is closed due to local or national emergencies, administrative closings, or similar Government directed facility closings.

For other than firm fixed price contracts, the contractor will not be reimbursed when the government facility is closed for the above reasons. The Contractor must at all times maintain an adequate workforce for the uninterrupted performance of all tasks defined within this PWS when the Government facility is not closed for the above reasons. When hiring personnel, the Contractor shall keep in mind that the stability and continuity of the workforce are essential.

1.7.3 Recognized Holidays: Contractor is not required to perform services on federal holidays. The list of current federal holidays can be found here: <https://www.opm.gov/policy-data-oversight/pay-leave/federal-holidays/>

1.8 Security Requirements: Contractor Employees, in order to gain access to the government facility identified in paragraph 1.7.1 to perform work under this contract, shall comply with the Badging and Access Requirements Attachment to the solicitation/contract.

1.8.1 Physical Security: The contractor shall be responsible for safeguarding all government equipment, information, and property provided for contractor use. At the close of each work period, government facilities, equipment, and materials shall be secured.

1.9 Post Award Conference/Periodic Progress Meetings: The Contractor agrees to attend any post award conference convened by the contracting activity or contract administration office in accordance with Federal Acquisition Regulation Subpart 42.5. The contracting officer, Contracting Officers Representative (COR), and other Government personnel, as appropriate, may meet periodically with the contractor to review the contractor's performance. Appropriate action shall be taken to resolve outstanding issues. These meetings shall be at no additional cost to the government.

1.10 Contracting Officer Representative (COR): The COR monitors all technical aspects of the contract and assists in contract administration. The COR is authorized to perform the following functions: assure that the Contractor performs the technical requirements of the contract; perform inspections necessary in connection with contract performance; maintain written and oral communications with the Contractor concerning technical aspects of the contract; issue written interpretations of technical requirements, including Government drawings, designs, specifications; monitor Contractor's performance and notifies both the Contracting Officer and Contractor of any deficiencies; coordinate availability of government furnished property, and provide site entry of Contractor personnel.

The COR is NOT authorized to change any of the terms and conditions of this contract. **Only the warranted Contracting Officer is authorized to make modifications/changes to the terms and conditions of this contract.** If the Contractor believes any Government personnel has effectively issued a change resulting in a change in effort and price/cost of the contract, the Contractor shall immediately notify the Contracting Officer in writing.

CORS:

TBD at award

1.11 Contract Manager: The contractor shall provide a contract manager 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 contracting officer. The contract manager or alternate shall have full authority to act for the contractor on all contract matters relating to execution of this contract.

1.12 Identification of Contractor Employees: All contractor personnel working in situations where their contractor status is not obvious to third parties are required to identify themselves as such to avoid creating

an impression that they are Government officials. All contractor personnel on a government installation will be required to obtain and wear badges in the performance of this contract.

1.13 Contractor Travel: All contractor personnel will be required to travel from place of business in CONUS to PSNS & IMF Bremerton, Bangor, and/or Everett WA.

PART 2 DEFINITIONS & ACRONYMS

2. **DEFINITIONS AND ACRONYMS:**

2.1. COMMON DEFINITIONS: Per Clause 52.212-4(e), clause 52.202-1 is incorporated by reference to this contract.

PART 3 GOVERNMENT FURNISHED PROPERTY, EQUIPMENT, AND SERVICES

3. **GOVERNMENT FURNISHED ITEMS AND SERVICES:**

3.1 Services:

3.1.1 The Government will provide all required government personnel and contracted personnel for forklift operations.

3.1.2 The Government will provide all fuel and personnel/equipment required for forklift refueling.

3.1.3 The Government will perform a pre-operational and post-operational safety inspection of the forklift as part of daily use. If the forklift is defective, needing repair or maintenance or found to be otherwise unsafe it will be removed from service and the contractor will be notified of the forklift status.

3.1.4 The Government will provide crane lifting and handling services as required for the forklifts.

3.1.5 The Government will provide accident reporting services if the forklift is involved in an accident or mishap it will be removed from service and the contractor will be notified of the forklift's status.

3.2 Equipment: Additional forklift attachments may be onsite or purchased and used by the government with approval from the Puget Sound Naval Shipyard and Intermediate Maintenance Facility Rigging Engineering Branch (PSNS&IMF, Department 700, Code 715). These attachments will be used by qualified personnel in conjunction with OEM permission or a written memorandum from a certified professional engineer in compliance with applicable OSHA and ASME standards.

PART 4
CONTRACTOR FURNISHED ITEMS AND SERVICES

4. CONTRACTOR FURNISHED ITEMS AND RESPONSIBILITIES:

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

PART 5
SPECIFIC TASKS

5. SPECIFIC TASKS:

5.1 Basic Services: The contractor shall provide leasing services for forklifts meeting the following specifications:

5.1.1 Specifications for 3 Ton for 6,000 LB net capacity Industrial Forklift

Rated Capacity 5,600 lbs. (minimum) to 6,500 lbs. (maximum)

Load Center 24 inches

Transmission Automatic

Tires Solid (foam filled)

Mast Type: 2 or 3 stage, nested channel

Mast Extended Height: 170" (minimum)

Overall Width 60" (maximum)

Fork Length 48" pallet type

Forks shall have side-shift capability

Fuel Diesel

Parking Brake: Hand/Foot operated

Lights: Brake, front and rear drive lights, work-lights

Dash Instruments: Battery discharge, oil pressure, fuel gauge, water temperature, and engine hour meter

5.1.2 Variations of 3 Ton specification

Fork length 72" Pallet Type

5.1.3 Specification for 7 Ton 14,000 LB net capacity Industrial Forklift

Rated Capacity: 13,000 lbs. (minimum) to 16,000 lbs. (maximum)

Load Center 24 inches

Transmission Automatic

Tires: Solid (foam filled)

Mast Type: 2 or 3 stage nested channels to provide maximum visibility of the attachment and load.

Lowered Mast Height: 148" (maximum)

Mast Extended Height: 260" (minimum)

Fork Length: 72" pallet type

Forks shall have side-shift capability

Fork Width: 6" (maximum)

Fork Thickness: 3" (maximum)

Fork Spread: 7" or less for minimum fork spread (inside edge to inside edge), 72" or greater for maximum fork spread (outside edge to outside edge)

Fuel: Diesel, if diesel exhaust fluid (DEF) is required Contractor will fill as required.

Parking Brake: Hand or foot operated

Lights: Brake, front and rear drive lights, work lights

Dash Instruments: Battery discharge, oil pressure, fuel gauge, water temperature, and engine hour meter.

5.1.4 Variation of 7 Ton Specification

Fork length 96" pallet type

5.1.5 Specification for 10 Ton for 20,000LB net capacity Industrial Forklifts

Rated Capacity: 19,000 lbs. (minimum) to 25,000 lbs. (maximum)

Load Center: 24 inch (minimum)

Transmission: Automatic

Tires: Solid (foam filled)

Mast Type: Nested channels to provide maximum visibility of the attachment and load with minimal obstructions (i.e. chains or flex hoses)

Mast Lowered Height: 190" (maximum)

Mast Extended Height: 200" (minimum)

Fork Length: 96" pallet type

Forks shall have side-shift capability

Fork Spacing: 7" or less minimum fork spread (inside edge to inside edge), 88" or greater maximum fork spread (outside edge to outside edge)

Fuel: Diesel, if diesel exhaust fluid (DEF) is required Contractor will fill as required.

Parking Brake: Hand or foot operated

Lights: Brake, front and rear drive lights, work-lights

Dash Instruments: Battery discharge, oil pressure, fuel gauge, water temperature, and engine hour meter.

5.1.6 Variation of 10 Ton Specifications

Fork length: 120" pallet type

5.1.7 Specifications for 17 Ton for 34,000 LB net capacity Industrial Forklifts

Rated Capacity: 33,000 lbs. (minimum) to 36,000 lbs. (maximum)

Load Center: 24 inch

Transmission: Automatic

Tires: Solid (foam filled)

Mast Type: Nested channels to provide maximum visibility of the attachment and load with minimal obstructions (i.e. chains or flex hoses)

Mast Lowered Height: 190" (maximum)

Mast Extended Height: 200" (minimum)

Fork Length: 96", pallet type

Forks shall have side-shift capability

Fork Spacing: 9" or less minimum fork spread (inside edge to inside edge), 94" or greater maximum fork spread (outside edge to outside edge)

Fuel: Diesel, if diesel exhaust fluid (DEF) is required Contractor will fill as required.

Parking Brake: Hand or foot operated

Lights: Brake, front and rear drive lights, work-lights

Dash Instruments: Battery discharge, oil pressure, fuel gauge, water temperature, and engine hour meter

Operator Cab: Forklift shall be supplied with a fully enclosed cab equipped with two doors, heater, defroster, fan and wipers

Variations of 17 Ton Specifications:

Fork length 120" pallet type

Load Center: 48 inch

5.1.8 Variations of 17 Ton Specifications:

Fork length 120" pallet type

Load Center: 48 inch

5.1.9 Specification of 17 Ton for 34,000 LB net capacity Industrial Forklift in the PSNS SPS Program:

Rated Capacity: 34,000 lbs. (minimum) at 212" lift on a 24" load center and 15,000lbs at 212" lift on a 96" load center with side shift.

Transmission: 3 speed Automatic (power shift) with hand lever controls.

Tires: Solid (foam filled) (4 Drive and 2 Steer)

Mast Type: Nested channels to provide maximum visibility of the attachment and load. 29" minimum viewing space between mast towers with minimal obstructions (i.e. chains or flex hoses).

Lift Height: 212" (minimum)

Mast Lowered Height: 176" (maximum)

Turning Radius: 205" to outside edge (maximum)

Overall Width: 105" (maximum)

Length to Load Face: 214" (maximum)

Carriage: 96" x 10" Pin Type

Forks: Vendor to provide the forklift without forks and will install the PSNS provided and owned special forks (2 each at 3-1/2" thick, 8" wide, 102" long and 39.76" from CL of mount to the bottom of the heel) at PSNS Transportation upon delivery to PSNS. Vendor shall install the data plate applicable to these special forks. The vendor shall remove the PSNS provided and owned special forks from the forklift at PSNS Transportation after completion of period of performance

Engine: 6 cylinder diesel/ 127 Horsepower or greater. Dry type air cleaner with elevated intake/coolant recovery system.

Fuel: Diesel, if diesel exhaust fluid (DEF), is required Contractor will fill as required

Brakes: Air

Lights: Brake, front and rear drive lights, work-lights

Operator Cab: Forklift shall be supplied with a fully enclosed cab equipped with two doors, heater, defroster, fan and wipers. Full suspension seat

Hydraulics: 25-micron filter or better. Chain or shaft driven hydraulic pump

5.2 Maintenance: The contractor shall maintain all forklifts leased by the government under this contract so that downtime is minimized and all forklifts remain in working condition while leased by the government.

5.3 Repair Services: The contractor is responsible for all repairs to government-leased forklifts that is not a direct result of government negligence within 8 hours of notification by the Government or provide a replacement unit within two business days, Monday through Friday 0700-1600 at no additional cost to the government.

5.4 Transportation: Contractor shall provide delivery of forklifts to and from the government facilities identified via task order at contractor expense and shall provide all transportation at contractor expense as required to perform maintenance or repairs. Contractor shall coordinate delivery of forklifts with COR and shall provide delivery IAW the Period of Performance identified per task order.

PART 6 APPLICABLE PUBLICATIONS

6. APPLICABLE PUBLICATIONS (CURRENT EDITIONS):

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

6.1.1 40 CFR 63.6625(i) or (j) available at <https://www.ecfr.gov/>

6.1.2 29 CFR, Part 1926, Subpart H, Material Handling, Storage, Use, and Disposal available at <https://www.ecfr.gov/>

6.1.3 Industrial Truck Standard Development Foundation, ITSDF B56 standard available at <https://blog.ansi.org/2020/12/ansi-b56-1-2020-itsdf-safety-standard-trucks/>

PART 7 ATTACHMENT/TECHNICAL EXHIBIT LISTING

7. ATTACHMENT/TECHNICAL EXHIBIT LIST:

7.1 Technical Exhibit 1 – Performance Requirements Summary

7.2. Technical Exhibit 2 – Deliverables Schedule

7.3 Technical Exhibit 3 – Estimated Workload Data

TECHNICAL EXHIBIT 1

Performance Requirements Summary

The contractor service requirements are summarized into performance objectives that relate directly to mission essential items. The performance threshold briefly describes the minimum acceptable levels of service required for each requirement. These thresholds are critical to mission success.

Performance Objective (The Service required—usually a shall statement)	Standard	Performance Threshold (This is the maximum error rate. It could possibly be “Zero deviation from standard”)	Method of Surveillance
PRS # 1 The contractor shall provide leasing services of 3 ton, 7 ton, 10 ton, and 17 ton forklifts per specifications (including variations) PWS 5.1	Contractor to deliver and pick-up Forklifts and provide inspection documents within 2 business days of task order start date.	100% of the services performed and documents submitted	100% Inspection by COR
PRS # 2 Maintenance: PMs will be performed per the contractor’s requirements. PWS 5.2	Contractor to perform scheduled maintenance of Forklifts within 2 business days of notification by Government Monday through Friday 0700-1600.	100% of scheduled maintenance completed within 2 business days 0700-1600 Monday through Friday.	100% Inspection by COR
PRS # 3 Contractor to provide Forklift repairs within 8 hours of notification by the Government or provide replacement unit within 2 business days Monday through Friday 0700-1600. PWS 5.3	When notified by the COR, Contractor will respond on site within 8 hours to diagnose/repair forklift Monday through Friday 0700-1600 or provide a replacement unit within 2 business days 0700-1600 Monday through Friday.	100% of repairs within 8 hours of notification by Government. Replacement unit onsite within 2 business days 0700-1600 Monday through Friday if repairs cannot be completed	100% Inspection by COR

PRS # 4 Contractor to provide transportation of forklifts to and from the government facilities or as required to perform maintenance or repairs. PWS 5.4	The contractor delivered all deliverables timely	No more than 2 business days late in submission	100% Inspection by COR
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TECHNICAL EXHIBIT 2

Deliverables Schedule

<u>Deliverable</u>	<u>Frequency</u>	<u># of Copies</u>	<u>Medium/Format</u>	<u>Submit To</u>
Forklifts PWS 5.1	Within 1-2 days of contract award/ task order award	1	Forklift onsite in the location established on the Task Order.	CONTRACTING OFFICER
Preventive Maintenance PWS 5.2	Within 8 hours of scheduled PM Monday through Friday 0700-1600.	1	Notify COR by email of maintenance schedule and completion.	COR via Email
Repair PWS 5.3	Within 24 hours of notification from COR Monday through Friday 0700-1600.	1	Notify COR by email of repair completion.	COR via Email
Transportation PWS 5.4	Within 2 days of task order award period of performance.	1	Notify COR by email of delivery/transport.	COR via Email