

PERFORMANCE WORK STATEMENT (PWS)

**35K Forklift
INDOPACOM 23**

Part 1

General Information

1.0 General: This is a non-personal services contract to rent four (4) x 35,000lbs (35K) Forklifts, without operators, for training purposes. The government shall not exercise any supervision or control over the contract service providers performing the services herein. Such contract service providers shall be accountable solely to the Contractor who, in turn is responsible to the Government.

1.1 Description of Services/Introduction: The Contractor shall deliver the type and quantity of Forklifts for the dates required. All additional components of the vehicle must be operational in accordance with the vehicle's manual. The Government reserves the right to extend or curtail the lease/rental for each Forklift and the Contracting Officer Representative (COR) will notify the Contractor within 24 hours if such a requirement is needed.

1.2 Background: INDOPACOM implements a combat credible deterrence strategy capable of denying our adversaries sustained air and sea dominance by focusing on posturing the Joint Force to win before fighting while being ready to fight and win, if required.

1.3 Scope: The Contractor shall ensure forklifts are delivered with all necessary original equipment parts IAW the operator's manual and this PWS. All parts must be fully functional IAW the operator's manual. The Government reserves the right to vary quantities by +/- 30% due to operational requirements and to make multiple awards to meet said requirements. All forklifts are to be delivered to designated locations inside training areas. The COR will provide the contractor with each location.

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27MAR-19MAY23

The Government reserves the right to extend the term of this contract at the prices set forth in Section B in accordance with the terms and conditions contained in FAR Clause 52.217-9 entitled, "Option to Extend the Term of the Contract".

1.4 Period of Performance: The period of performance will be 27MAR-19MAY23 for 4x35K forklifts. The Government also reserves the right to increase or decrease the Period of Performance (POP) dates due to mission requirements. In the event that changes occur, the Contracting Officer (KO) will notify the Contractor within 24 hours to make adjustments accordingly. The Government will not be charged for decreasing quantities or POPs due to mission changes. Any changes will be prorated at the calculated daily amount to adjust for increasing or decreasing requirements.

1.5 General Information

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1.5.1 Quality Control: The Contractor shall maintain an effective quality control program to ensure services are performed in accordance with this PWS. The contractor shall develop and implement procedures to identify, prevent, and ensure non-recurrence of defective services. The contractor's quality control program is the means by which he assures himself that his work complies with the requirement of the contract.

1.5.2 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). Each location will contain a COR (Contracting Officer Representative) who will evaluate and inspect the quality of each item under their direct control.

1.5.3 Recognized Holidays: The contractor shall be required to perform services on holidays.

New Year's Day	1 January
MLK Jr. Birthday	Third Monday in January
President's Day	Third Monday in February
Memorial Day	Last Monday in May
Independence Day	4 July
Labor Day	First Monday in September
Columbus Day	Second Monday in October
Veterans Day	11 November
Thanksgiving Day	Fourth Thursday in November
Christmas Day	25 December

1.5.4 Hours of Operation: The Contractor is responsible for conducting business between the hours of 0900-1700hrs, 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.

1.5.5 Place of Performance: The work to be performed under this contract will be performed at Fort Carson, CO.

1.5.6 Type of Contract: The Government anticipates award of a Fixed-Price Contract.

1.5.7 Security Requirements: Contractor personnel performing work under this contract do not need security clearance at time of the proposal submission.

1.5.7.1 Physical Security: The contractor shall be responsible for safeguarding all government equipment, information and property provided for contractor use.

1.5.7.2 OPSEC: For contractors requiring Common Access Card (CAC. Before CAC issuance, the contractor employee requires, at a minimum, a favorably adjudicated National Agency Check with Inquiries (NACI) or an equivalent or higher investigation IAW Army Directive 2014-05. The contractor employee will be issued a CAC only if duties involve one of the following: (1) Both

physical access to a DoD facility and access, via logon, to DoD networks on-site or remotely; (2) Remote access, via logon, to a DoD network using DoD-approved remote access procedures; or (3) Physical access to multiple DoD facilities or multiple non-DoD federally controlled facilities on behalf of the DoD on a recurring basis for a period of 6 months or more. At the discretion of the sponsoring activity, an initial CAC may be issued based on a favorable review of the FBI fingerprint check and a successfully scheduled NACI at the Office of Personnel Management.

1.5.8 Key Control: N/A

1.5.9 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. At these meetings the contracting officer will apprise the Contractor of how the Government views the Contractor's performance and the Contractor will apprise the Government of problems, if any, being experienced. Appropriate action shall be taken to resolve outstanding issues. These meetings shall be at no additional cost to the Government.

1.5.10 Contracting Officer Representative (COR): The (COR) will be identified by separate letter. The COR monitors all technical aspects of the contract and assists in contract administration. The COR is authorized to perform the following functions: assure that the contractor performs the technical requirements of the contract: perform inspections necessary in connection with contract performance: maintain written and oral communications with the contractor concerning technical aspects of the contract: issue written interpretations of technical requirements, including Government drawings, designs, specifications: monitor contractor's performance and notifies both the KO and contractor of any deficiencies: coordinate availability of government furnished property, and provide site entry of contractor personnel. A letter of designation issued to the COR, a copy of which is sent to the contractor, states the responsibilities and limitations of the COR, especially with regard to changes in cost or price, estimates or changes in delivery dates. The COR is not authorized to change any of the terms and conditions of the resulting order.

1.5.11 Key Personnel: 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 KO. The contract manager or alternate shall have full authority to act for the contractor on all contract matters relating to daily operation of this contract. The contract manager or alternate shall be available between 0700-2000hrs, Monday thru Friday except Federal holidays or when the government facility is closed for administrative reasons

1.5.12 Identification of Contractor Employees: All contract personnel attending meetings, answering Government telephones, and working in other situations where their contractor status is not obvious to third parties are required to identify themselves as such to avoid creating an impression in the minds of members of the public that they are Government officials. They must also ensure that all documents or reports produced by contractors are suitably marked as contractor products or that contractor participation is appropriately disclosed.

1.5.13 Contractor Travel: N/A

1.5.14 Other Direct Costs: N/A

1.5.15 Data Rights: N/A

1.5.16 Organizational Conflict of Interest: Contractor and subcontractor personnel performing work under this contract may receive, have access to or participate in the development of proprietary or source selection information (e.g., cost or pricing information, budget information or analyses, specifications or work statements, etc.) or perform evaluation services which may create a current or subsequent Organizational Conflict of Interests (OCI) as defined in FAR Subpart 9.5. The contractor shall notify the KO immediately whenever it becomes aware that such access or participation may result in any actual or potential OCI and shall promptly submit a plan to the KO to avoid or mitigate any such OCI. The contractor's mitigation plan will be determined to be acceptable solely at the discretion of the KO and in the event that the KO unilaterally determines that any such OCI cannot be satisfactorily avoided or mitigated, the KO may affect other remedies as he or she deems necessary, including prohibiting the contractor from participation in subsequent contracted requirements which may be affected by the OCI.

1.5.17 Phase In/Phase Out Period: N/A

PART 2

DEFINITIONS & ACRONYMS

2. DEFINITIONS AND ACRONYMS:

2.1. DEFINITIONS:

2.1.1. **CONTRACTOR.** A supplier or vendor awarded a contract to provide specific supplies or service to the government. The term used in this contract refers to the prime.

2.1.2. **CONTRACTING OFFICER.** A person with authority to enter into, administer, and or terminate contracts, and make related determinations and findings on behalf of the government. Note: The only individual who can legally bind the government.

2.1.3. **CONTRACTING OFFICER'S REPRESENTATIVE (COR).** An employee of the U.S. Government appointed by the contracting officer to administer the contract. Such appointment shall be in writing and shall state the scope of authority and limitations. This individual has authority to provide technical direction to the Contractor as long as that direction is within the scope of the contract, does not constitute a change, and has no funding implications. This individual does NOT have authority to change the terms and conditions of the contract.

2.1.4. **DEFECTIVE SERVICE.** A service output that does not meet the standard of performance associated with the Performance Work Statement.

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

2.1.6. **KEY PERSONNEL.** Contractor personnel that are evaluated in a source selection process and that may be required to be used in the performance of a contract by the Key Personnel listed in the PWS. When key personnel are used as an evaluation factor in best value procurement, an offer can be rejected if it does not have a firm commitment from the persons that are listed in the proposal.

2.1.7. **OPERATIONAL PLANNING GROUP.** A detailed group that specializes in ground maintenance and expansion of current objectives.

2.1.7. **PHYSICAL SECURITY.** Actions that prevent the loss or damage of Government property.

2.1.8. **QUALITY ASSURANCE.** The government procedures to verify that services being performed by the Contractor are performed according to acceptable standards.

2.1.9. **QUALITY ASSURANCE Surveillance Plan (QASP).** An organized written document specifying the surveillance methodology to be used for surveillance of contractor performance.

2.1.10. **QUALITY CONTROL.** All necessary measures taken by the Contractor to assure that the quality of an end product or service shall meet contract requirements.

2.1.11. **SUBCONTRACTOR.** One that enters into a contract with a prime contractor. The Government does not have privity of contract with the subcontractor.

2.1.12. **WORK DAY.** The number of hours per day the Contractor provides services in accordance with the contract.

2.1.12. **WORK WEEK.** Monday through Friday, unless specified otherwise.

2.2. ACRONYMS:

ACOR	Alternate Contracting Officer's Representative
AFARS	Army Federal Acquisition Regulation Supplement
AR	Army Regulation
CCE	Contracting Center of Excellence
CFR	Code of Federal Regulations
CONUS	Continental United States (excludes Alaska and Hawaii)

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COR	Contracting Officer Representative
COTR	Contracting Officer's Technical Representative
COTS	Commercial-Off-the-Shelf
DA	Department of the Army
DD250	Department of Defense Form 250 (Receiving Report)
DD254	Department of Defense Contract Security Requirement List
DFARS	Defense Federal Acquisition Regulation Supplement
DMDC	Defense Manpower Data Center
DOD	Department of Defense
FAR	Federal Acquisition Regulation
HIPAA	Health Insurance Portability and Accountability Act of 1996
KO	Contracting Officer
OCI	Organizational Conflict of Interest
OCONUS	Outside Continental United States (includes Alaska and Hawaii)
OPG	Operational Planning Group
ODC	Other Direct Costs
PIPO	Phase In/Phase Out
POC	Point of Contact
PRS	Performance Requirements Summary
PWS	Performance Work Statement
QA	Quality Assurance
QAP	Quality Assurance Program
QASP	Quality Assurance Surveillance Plan
QC	Quality Control
QCP	Quality Control Program
TE	Technical Exhibit

PART 3
GOVERNMENT FURNISHED PROPERTY, EQUIPMENT & SERVICES

3. GOVERNMENT FURNISHED SERVICES; FACILITIES; UTILITIES, ETC.

3.1. Services: The Government will provide licensed individuals for proper operation of equipment.

3.2 Facilities: The Government will not provide any facilities to the contractor.

3.3 Utilities: The Government will provide fuel for the forklifts.

3.4 Equipment: N/A.

3.5 Materials: N/A.

PART 4

CONTRACTOR FURNISHED ITEMS & SERVICES

4. CONTRACTOR FURNISHED ITEMS AND RESPONSIBILITIES:

4.1. Contractor Furnished Items: Everything included in this paragraph and its subparagraphs is basic to the contract and should be included in the overhead of the contractor.

4.1.1 The contractor shall provide all labor, supervision, transportation, vehicles, supplies, equipment, materials, facilities and services required to perform work under this contract that are not listed under Section 3 of this PWS.

4.2. Materials: The contractor shall provide materials to meet the performance of this contract such as but not limited to: repair parts, fluids for forklift(s) (oil/grease, etc), and batteries.

4.3. Equipment: The Contractor shall provide equipment to meet the performance of this contract.

4.4. Responsibilities of the Contractor

4.4.1. The contractor shall provide a safe working environment for key consultants and all persons in his/her employ as prescribed by 29 CFR 1019 "Occupational Health and Safety." The contractor shall be responsible for all damages to person and property that occur in connection with the work and service under this contract, without recourse against the government.

4.4.2. Contractor shall exercise extreme caution to protect building finishes, private property military property, etc., from damage during the performance of these contract requirements. Contractor shall be responsible for all loss or damage of whatever kind and nature to all government property, while in the performance of these contract requirements, which results in whole or in part from the negligence or missions of contractor, any of his subcontractors or any employee, agent or any representative of the contractor or subcontractor(s).

4.4.3. The contractor shall, without additional expense to the Government, be responsible for obtaining any necessary licenses and permits, and for complying with any Federal, 50 State, and municipal laws, codes, and regulations applicable to the performance of the work. The contractor agrees to comply with federal, state, and local public health regulations and also will comply with DoD and Army Public Health Regulations and guidance.

PART 5

SPECIFIC TASKS

5. Specific Tasks:

5.1. Equipment: The contractor shall ensure equipment is delivered with all necessary original equipment parts IAW the operator's manual and have a full tank of diesel fuel, if required. The equipment shall be 100% fully functional IAW the operator's manual upon delivery.

5.2. Equipment Requirements: The contractor shall ensure the forklift is rated to lift up to an including 35,000 pounds. The forklifts shall have forks capable of fitting into standard 20ft cargo containers. The 35K forklifts shall have the standard basic vehicle operator's manual associated with that equipment.

5.2.1. The equipment shall be able to operate in Fort Carson, CO and be able to withstand wind gusts up to 70mph in locations throughout post. Each piece of equipment shall have a minimum of one (1) 5lb fire extinguisher. The equipment shall operate on Ultra Low Sulfur Diesel (ULSD) as a fuel source. The contractor shall label all equipment near the fuel tank with the wording "Diesel Fuel Only." Failure to label accordingly will invalidate contractor claims regarding use of incorrect fuel.

5.2.2. Regulatory Markings: Each piece of equipment shall have stenciled on the side an Air Resources Board (ARB) number. The vendor shall produce a certificate bearing the ARB number.

5.2.3. Equipment Condition: Each item of equipment or property furnished under this contract shall be in safe operational condition and shall comply with the Federal Safety Standards, the American National Standards and State Safety Regulations applicable to this equipment or property. The forklift shall also have its' service logs and calibration test to indicate it has passed inspection for load testing. If the KO or their representative determines that any item of equipment or property furnished is not suitable for performance under this contract, the KO shall promptly inform the contractor in writing.

5.3. Quantity: The Government reserves the right to vary quantities by +/-30% due to operational requirements and to make multiple awards to meet said requirements. The Government also reserves the right to increase or decrease the POP dates due to mission requirements. In the event that changes occur, the KO will notify the contractor within 24 hours to make adjustments accordingly. The Government shall not be charged for decreasing quantities or POPs due to mission changes. Any changes shall be prorated at the calculated daily amount to adjust for increasing or decreasing requirements.

5.4. Familiarization Training: The contractor shall provide familiarization training on the delivered equipment. Soldiers to be trained will be licensed operators of similar equipment, but not necessarily the same equipment.

5.5. Delivery Instructions: All equipment shall be delivered to the specified Fort Carson locations no later than 1000 MST on the first day of the POP. Delivery of equipment must be coordinated with the COR prior to delivery to confirm delivery times and location. The contractor shall allow adequate time for a joint visual inspection. All set up must be complete and equipment ready for use at time of delivery.

NOTE: Increased installation security may delay contractors' delivery time. It is the contractors' responsibility to plan and prepare prior to the beginning of the POP to gain access to the post.

5.6. Pre-Inspection Requirements: The contractor shall coordinate with the COR to assure all delivery confirmations prior to arrival. At time of delivery, the contractor shall complete a joint pre-inspection with the COR verifying that items delivered are in the correct location and are operational in accordance with the contract requirements. Contractor must be present until these joint inspections are complete.

5.7. Post-Inspections Requirements: The contractor shall complete a joint post-inspection with the COR verifying that items have been returned in as-delivered condition with only normal wear and tear. The Government will not be responsible for returning the equipment with full fuel tanks or paying to refuel the equipment at the end of the POP.

5.8. POP or Quantity Change Inspections: In the event that the contractor is not available for a joint inspection within 24 hours of being notified of a decrease change to the POP, the Government will conduct its inspection unilaterally and submit the inspection to the contractor as evidence that the Government's POP is complete. The contractor shall adjust the invoice in accordance with the adjusted POP.

5.9. Inspection Sheets: All pre and post-inspection/acceptance sheets must be provided to the KO and COR after joint completion by the COR and Contractor. Inspection sheets must be signed and dated. Both parties' names must be printed legibly and signed. Pre & Post-Inspection Sheets shall be hard copies only and not by Portable Electronic Device or Portable Hand Held Device. The COR is not authorized to sign any electronic device that the vendor uses.

5.10. Emergency Services: The Contractor shall be available by phone to provide 24 hour emergency repair and/or replacement services for the leased equipment, including all weekends and holidays, at the Contractor's expense. The Contractor shall provide emergency services upon notification from the KO and have repaired or replaced the equipment within eight (8) hours. All repairs, replacement, delivery and pick-up costs not due to Government negligence shall be at no additional cost to the Government. Repairs shall be on-site at the equipment's location.

5.11 Removal of Equipment: The Contractor shall coordinate with the COR for removal of equipment at the end of the POP. The Contractor shall remove all contracted/leased equipment from the installation within 48 hours after the POP. Should equipment remain in place beyond 48 hours, the Government is not liable for usage, theft, loss, damage or replacement costs due to the Contractor's negligence to take possession of owned items. If for any reason the Contractor is unable to pick-up equipment, notify the KO in writing 24 hours prior to scheduled pick-up date.

5.12 Contractor's Representatives or Supervisors: Contractor shall have a company representative on call to respond to maintenance requests with full telephone coverage and authority to make decisions on behalf of the company on a 24 hour basis. The time for a required maintenance call starts when the Government calls the company representative. The Contractor shall have functioning voicemail. Lack of receiving capabilities by the Contractor does not relieve the Contractor of liability for the required service call timeframe to repair or replace equipment.

6.0. CONTRACTOR MANAGEMENT REPORTING (CMR): The Office of the Assistant Secretary of the Army (Manpower & Reserve Affairs) operates and maintains a secure Army data collection site where the Contractor shall report ALL Contractor manpower (including subcontractor manpower) required for performance of this contract. The Contractor shall completely fill in all the information in

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the format using the following web address <https://Contractormanpower.army.pentagon.mil>. The required information includes: (1) Contracting Office, Contracting Officer, Contracting Officer's Technical Representative (COTR) or also known as the Contracting Officer's Representative (COR); (2) Contract number, including task and delivery order number; (3) Beginning and ending dates covered by reporting period; (4) Contractor's name, address, phone number, e-mail address, identity of Contractor employee entering data; (5) Estimated direct labor hours (including sub-Contractors); (6) Estimated direct labor dollars paid this reporting period (including sub-Contractors); (7) Total payments (including sub-Contractors); (8) Predominant Federal Service Code (FSC) reflecting services provided by Contractor (and separate predominant FSC for each sub-Contractor if different); (9) Estimated data collection cost; (10) Organizational title associated with the Unit Identification Code (UIC) for the Army Requiring Activity (the Army Requiring Activity is responsible for providing the Contractor with its UIC for the purposes of reporting this information); (11) Locations where Contractor and sub-Contractors perform the work (specified by zip code in the United States and nearest city, country, when in an overseas location, using standardized nomenclature provided on website); (12) Presence of deployment or contingency contract language; and (13) Number of Contractor and sub-Contractor employees deployed in theater this reporting period (by country). As part of its submission, the Contractor shall provide the estimated total cost (if any) incurred to comply with this reporting requirement. Reporting period shall be the period of performance not to exceed 12 months ending September 30 of each government fiscal year and must be reported by 31 October of each calendar year. Contractors may use a direct XML data transfer to the database server or fill in the fields on the website. The XML direct transfer is a format for transferring files from a Contractor's system to the secure website without the need for separate data entries for each required data element at the website. The specific formats for the XML direct transfer may be downloaded from the website.

PART 6
APPLICABLE PUBLICATIONS

6.0 APPLICABLE PUBLICATIONS (CURRENT EDITIONS)

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

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”)	Incentive/Disincentive
PRS # 1. The Contractor shall ensure equipment is delivered with all necessary original equipment parts IAW the operator’s manual and have a full tank of diesel fuel, if require PWS. 5.1	The equipment shall be 100% fully functional IAW the operator’s manual upon delivery.	100%	First failure will result in the issuance of a Contractor Deficiency Report (CDR) Continuance of not meeting performance standard (2 or more) a corrective action plan will be developed at the discretion of the KO

TECHNICAL EXHIBIT 2

DELIVERABLES SCHEDULE

<u>Deliverable</u>	<u>Frequency</u>	<u># of Copies</u>	<u>Medium/Format</u>	<u>Submit To</u>
35K Forklift	27MAR-19MAY23	4x Forklifts (for each date)	Truck Delivery	COR

TECHNICAL EXHIBIT 3

ESTIMATED WORKLOAD DATA

ITEM	NAME	ESTIMATED QUANTITY
1	35k Forklift	12 Hours per evening