PERFORMANCE WORK STATEMENT (PWS)

FOR

DEFENSE LOGISTICS AGENCY (DLA)

DISPOSITION SERVICES (DS)

LEWIS

MATERIAL HANDLING EQUIPMENT (MHE)

MAINTENANCE SERVICES

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1. **INTRODUCTION**:

a. Defense Logistics Agency (DLA) Disposition Services (DS) is a Major Subordinate Command (MSC) of DLA with the responsibility of disposing and reutilizing the United States Government (USG) Department of Defense (DoD) excess and surplus property generated by the military services. This is accomplished through reutilization to other DoD activities, transfer to other Federal agencies, donation to authorized state and local organizations, sale to the public, or ultimate disposal through abandonment or destruction. The headquarters for DLA DS is in Battle Creek, Michigan.

b. DLA DS Lewis requires the use of various pieces of Material Handling Equipment (MHE) during daily operations in support of the military services. Preventive Maintenance (PM) and Corrective Maintenance (CM) services for MHE within DLA DS Lewis are critical to ensure MHE is always operational. Without timely, efficient, and effective PM and CM services, DLA DS Lewis site will be impacted to a point where we are unable to support our customers.

c. This is a Firm Fixed Price (FFP) time and materials contract which consists of a period of performance of one (1) 12-month base period and two (2) 12-month options. The total contract length shall not exceed three (3) years.

d. The equipment associated with this PWS is listed in Attachment 2 and is subject to change throughout the contract based on life cycle management of the equipment. Should the equipment change, Attachment 2 will be updated by the Contracting Officer (KO) and provided to the Contractor.

e. The Contractor shall provide all personnel, equipment, tools, electronic functional test equipment, materials, supervision, and quality control necessary to perform, PM, CM, Annual testing requirements, and other services as defined in this PWS.

f. Upon coordination of PM or CM services, the Contractor shall be required to report to requesting DLA DS location's main office to sign in prior to conducting any services under this contract.

g. Any reference to Contractor throughout this PWS refers to the Contractor, or Subcontractor, should one be utilized. The Contractor is solely responsible for all associated work to be completed In Accordance With (IAW) the PWS.

h. The Contractor shall use lock-out/tag-out procedures as necessary for any piece of equipment receiving any type of service. The Contractor shall verify and confirm proper clearing procedures prior to returning operational control of the piece of equipment to the USG.

i. This Contract includes electric powered equipment, the associated batteries, and charging stations are part of the required PM and CM maintenance activities.

2. **PREVENTIVE MAINTENANCE (PM):**

The Contractor shall:

a. Perform at a minimum; One (1) PM annually per item listed on the attached equipment listing (Attachment 2) with the exception that mobile ramps will only be covered under the corrective maintenance (CM) Contract Line-Item Number (CLIN). When each initial Contract Line-Item Number (CLIN) is ordered per equipment item, the PM may require any or all of the following: all lower-level maintenance checks and services performed in accordance with the Original Equipment Manufacturer (OEM) manual, load test on all load carrying equipment (as applicable), a Limited Technical Inspection (LTI) and/or as specifically requested by the Contracting Officers Representative (COR). Additional PMs may be requested by the COR as required by the OEM Manual.

   1) Performing a LTI on any equipment listed per the CORs request. The LTI shall include but is not limited to a thorough inspection of the electrical charging equipment and stations for electric powered equipment, engine, transmission, other major components, controls, mast, cables, chains, hoses, electrical, air, and hydraulic systems to determine the disposition of the equipment. The inspection shall also include a check of all fluids; fluids shall be topped off as necessary.

b. Ensure all PM services are completed IAW the OEM manual's specifications. When pricing PM services on the Price Schedule (PS), the Contractor shall include the costs of the following items, but are not limited to: oil, grease/lubricants, Diesel Exhaust Fluid (DEF), antifreeze, battery fluid (water levels, testing, etc.), air filters, fuel filters, fittings, inspections and includes normal wear parts (light bulbs, windshield wipers, etc.) as requested with PM services. Electric equipment shall include battery and charging station checks (see OEM manual). Parts requiring replacement that were identified during/after PM will be charged utilizing CM.

c. Perform a fork inspection with each PM IAW the American National Standards Institute/Industrial Trucks Standards Development Foundation (ANSI/ITSDF). Standards can be located at the following link: www.itsdf.org.

d. Notify the COR two (2) business days prior to arrival with the date and time intended to arrive to perform PM services.

e. Start the PM service within 5 (five) business days of notification. Complete all PM services within ten (10) business days from the start of the PM service unless otherwise rescheduled and coordinated between the COR and the Contractor. If the service cannot be completed in this time frame the Contractor will submit a written justification on company letterhead with a timeline for completing the PM.

f. Perform PM service as appropriate on the associated battery, cables, and charging unit when a CLIN for an Electric item is ordered.

g. Affix a sticker or equivalent item to each piece of equipment upon completion of PM service. The sticker shall clearly indicate which PM service was completed, including the hour reading and the projected hours and date of the next required PM Service.

h. Write legibly, in permanent ink, e.g., paint marker, in a visible location the date in which filters were changed on the exterior of the filter. The permanent ink chosen must be able to withstand the weather, oil, dirt, and other debris to prevent smudging or otherwise removing the date or making it non-legible.

i. Drain and purge operations will be conducted within secondary containment. Appropriate secondary containment, Personal Protective Equipment (PPE), drip pans or an equivalent, and spill response kits will be maintained by the Contractor at no additional cost to the Government, see 29 CFR 1910.176(c), 29 CFR 1910.22(a)(1)-(3), and 29 CFR 1910.141(a)(3)(i) and (g)(3).

j. The Contractor shall transfer hazardous materials/waste from the drain and purge process to UN-approved, DOT-shippable containers and mark and label all containers IAW all applicable regulations. The drained and purged materials will be moved to the DLA DS approved storage area as identified by the site Environmental Point of Contact (POC) and approved by the KO for disposal through the base or installation. The Contractor is not responsible for the disposal of these items.

k. The Contractor will remove all replaced parts and trash from the workspace. Disposal of these items is the responsibility of the Contractor and will not be done at the DLA DS site.

l. Provide the COR with a maintenance sheet showing the status of each item checked during the PM service within five (5) business days of completing each PM service.

m. Perform lug nut torquing for all equipment in conjunction with PM service. Lug nuts shall be torqued to IAW OEM specifications. Mark studs with painted line from stud to lug nut, to rim.

n. Deficiencies or required repair parts discovered during PM services but not included in the scope of the PM service shall be considered CM and require a written estimate on company letterhead submitted to the COR within 5 (five) business days of the PM completion and prior to performing any repairs, IAW paragraph 3. below.

3. **CORRECTIVE MAINTENANCE (CM):**

The Contractor shall:

a. Assess, inspect, test, and troubleshoot all CM service requests within five (5) business days of notification from the COR to determine the root cause of the deficiency.

b. Provide an estimate for the repair, in writing, on Contractor letterhead or similar documents, to the COR within two (2) business days of the assessment IAW paragraph 3. a. The written estimate must contain the following information, at a minimum:

   i. Description of the deficiency.
   ii. Parts necessary to correct the deficiency including the manufacturer and part number.
   iii. Indicate on the estimate whether the replacement part comes with a manufacturer warranty and the length of manufacturer warranty.
   iv. Cost of parts.
   v. Quantity of parts necessary.
   vi. Quantity of labor hours to repair the deficiency.
   vii. Cost of Shipping for parts, if applicable.
   viii. Cost of labor per hour.
   ix. Total estimated cost of repair.
   x. Estimated lead time for parts.
   xi. Expected date repairs will be complete.
   xii. Expected date of part delivery.

c. Provided all OEM recommended replacement parts and materials and may be examined when requested by the KO or COR prior to installation. No rebuilt parts shall be used.

d. Wait for approval by the KO pending determination of available funding and if the repair is economical.

e. Be compensated by the USG for all parts and materials furnished and provided for on the written estimate in coordination of CM services unless the part or repair is due to the Contractor's negligence. Parts or components damaged by the Contractor shall be repaired or replaced at the expense of the Contractor to the satisfaction of the COR.

f. Not mark up prices on parts or materials the Contractor uses. Upon request by the Agency, the Contractor shall provide their Supplier's invoices for parts and materials being furnished to the Agency via the Contractors invoice in order for the Agency to ensure parts and materials are not being marked up.

g. Make all price estimates valid for a period of 30 calendar days to ensure adequate time for determination and approval by the COR. Should the 30 calendar days be exceeded, the Contractor shall be required to submit a new estimate. In the event required replacement parts are expected to have long delays when ordering, the

Contractor shall coordinate with the COR to obtain parts via other local sources to prevent delays and minimize delays.

h. Upon approval of the CM service estimates, the Contractor shall have five (5) business days to complete the necessary repairs to return the equipment to full operational status. The five (5) business days will begin upon receipt of all the parts necessary to complete the CM. In the event the required repair will require longer than the five (5) business days, the Contractor shall notify the KO and COR in writing for approval. The notification shall include the justification for the additional time and an estimated date of completion.

i. Provide a weekly status update by email on official company letterhead to the COR. This update shall include details of pending or open repair actions, parts on order, estimated delivery dates, estimated completion dates, associated costs, and labor hours required for the repairs.

j. Perform a functional test (load test) IAW OEM specifications, Occupational Safety and Health Agency (OSHA) 29 CFR, or upon completion of any work in which the load bearing structure was removed, replaced, or repaired. Perform proper, documented, lug nut torquing anytime the wheels are a part of the CM activity.

k. Perform CM services on USG premises to the maximum extent possible.

l. Return to reassess equipment within three (3) business days of notification if repairs do not correct the original deficiency at no additional cost to the USG.

m. Drain and purge operations will be conducted within secondary containment. Appropriate secondary containment, Personal Protective Equipment (PPE), drip pans or an equivalent, and spill response kits will be maintained by the Contractor at no additional cost to the Government, see 29 CFR 1910.176(c), 29 CFR 1910.22(a)(1)-(3), and 29 CFR 1910.141(a)(3)(i) and (g)(3).

n. The Contractor shall transfer hazardous materials/waste from the drain and purge process to UN-approved, DOT-shippable containers and mark and label all containers IAW all applicable regulations. The drained and purged materials will be moved to the DLA DS approved storage area as identified by the site Environmental POC and approved by the KO for disposal through the base or installation. The Contractor is not responsible for the disposal of these items.

o. The Contractor will remove all replaced parts and trash from the workspace. Disposal of these items is the responsibility of the Contractor and will not be done at the DLA DS site.

p. Provide appropriate conveyance and equipment to load, un-load, and transport the MHE to their maintenance facility if services cannot be provided on USG premises.

q. Prior to removal of any MHE from USG premises, the Contractor shall sign DoD Form 1149, transferring liability of the equipment to the Contractor for the duration of the maintenance. Upon return of the MHE to USG premises, DLA Form 1311 will be signed by the COR accepting the equipment repair.

4. **PLACE OF PERFORMANCE OF SERVICES**:

The Contractor shall provide services on at DLA DS Lewis facilities to the maximum extent possible during normal business hours, except on recognized US federal holidays or when the USG facility/installation is closed due to local or national emergencies or holidays, administrative closings, or similar USG-directed facility/installation closings. Performance shall be at the designated location specified by the COR. The Contractor shall maintain an adequate work force for the performance of all tasks defined within this PWS when the USG facility/installation is not closed for the above reasons. When hiring personnel, the Contractor shall keep in mind that the stability and continuity of the work force are essential. Adequate personnel are defined as a sufficient number of qualified personnel to successfully perform the duties required to be successful in accordance with the terms and conditions of the PWS.

5. **FEDERAL HOLIDAYS:**

The Contractor is not required to provide services on the 11 Federal Holidays observed by DLA unless approved by the KO or COR. When the legal holiday falls on a Sunday, the following Monday will be observed as a legal holiday. When the legal holiday falls on a Saturday, the preceding Friday is observed as the holiday. The following holidays are observed:

New Year's Day	January 1st
Martin Luther King's Birthday	Third Monday in January
President's Day	Third Monday in February
Memorial Day	Last Monday in May
Juneteenth	June 19th
Independence Day	July 4th
Labor Day	First Monday in September
Columbus Day	Second Monday in October
Veteran's Day	November 11th
Thanksgiving Day	Fourth Thursday in November
Christmas Day	December 25th

6. **BASE ACCESS & SECURITY:**

a. The Contractor shall coordinate base installation access for all their employees. The Contractor shall be familiar with and comply with all Base Command policies regarding security considerations for all Contractor employees.

b. Unscheduled gate closures by the installation security personnel may occur at any time causing all personnel entering or exiting a closed installation to experience a

delay; this cannot be predicted or prevented. Contractors are not compensated for unexpected closures or delays. Vehicles operated by Contractor personnel are subject to search pursuant to applicable regulations. Any violation of applicable motor vehicle regulation may result in the termination of the Contractor employee's installation driving privileges.

c. Contractor employees shall become familiar with and obey the regulations of the installation, including fire, traffic, safety, and security regulations while on the installation. Contractor employees should only enter restricted areas when required to do so and only upon prior approval. All Contractor employees shall carry proper identification with them and shall be subject to checks as may be deemed necessary. The Contractor shall ensure compliance with all regulations and orders of the installation which may affect performance. The USG reserves the right to direct the removal of an employee for misconduct, security reasons, or any overt evidence of communicable disease. Removal of Contractor employees for reasons stated above does not relieve the Contractor from responsibility for total performance of this contract.

d. The Contractor shall comply with all applicable installation/facility access and local security policies and procedures, which may be obtained from the COR. The Contractor and associated employees shall provide all information required for background checks to meet installation access requirements to be accomplished by installation security personnel. The Contractor shall ensure compliance with all personal identity verification requirements as directed by DoD and/or local policy. Should the Force Protection Condition (FPCON) change, the USG may require changes in Contractor security matters or processes.

7. **USG FURNISHED PROPERTY, MATERIALS, EQUIPMENT AND SERVICES (GFP/M/E/S):**

The USG will provide the GFP/M/E/S listed below solely for the purpose of performance under this contract:

a. Property: The USG will furnish the necessary workspace for the Contractor to perform services as outlined in this PWS.

b. Materials: The USG will not provide materials.

c. Equipment: The USG will, at its sole discretion, and upon approval of the COR, provide MHE for the Contractor to assist with the performance of PM or CM of other MHE.

d. Utilities: All utilities in the facility will be available for the Contactors use in the performance of this contract. The Contractor shall instruct employees in utilities conservation practices. The Contractor shall operate under conditions that preclude

the waste of utilities, which include turning off the water faucets or valves after using the required amount.

8. **CONTRACTOR FURNISHED PROPERTY, MATERIALS, EQUIPMENT, AND SERVICES (CFP/M/E/S)**

The Contractor shall provide the CFP/M/E/S listed below solely for the purpose of performance under this contract:

a. Property: Provide property if repairs cannot be done at USG facilities.

b. Materials: Provide all materials to conduct PM and CM services and to clean up spills caused by their employees during the performance of PM or CM services. This includes UN-approved, DOT-shippable containers and appropriate labels for all containers IAW all applicable regulations

c. Equipment: Provide all Personal Protective Equipment (PPE) for employees IAW OSHA guidance.

d. Contacts: Provide the KO and COR with a POC and phone number to coordinate and schedule services.

e. Certifications: Provide the KO and COR with their employees Certified Forklift Technician (CFT) certifications to perform maintenance on the MHE.

f. Services: Provide services as listed throughout this PWS IAW OEM specifications.

9. **Acceptable Performance Levels (APLs)**

Deliverable	Standard	Time Frame	Clause	Acceptable Performance Level	Reduction for failed APL	Method of Surveillance
Sign in on visitor log	Sign visitor log upon arrival for any service	Prior to commencing services on a scheduled day	PWS 1. f.	No more than two (2) failures during each period of performance.	Payment may not be made until APL is achieved.	COR/ Customer
Timely and Complete PM	PM of all items under the appropriate CLINs	Within ten (10) business days of start of work	PWS 2. e.	No more than two (2) items maintained late per period of performance.	Payment may not be made until APL is achieved.	COR/ Customer
PM Sticker Affixed to all items	Sticker with hour reading, level of service and date	Prior to departure on	PWS 2. g.	No more than two (2) failures during each	Payment may not be made	COR/ Customer

receiving PM	the PM was completed.	day of PM service.		period of performance.	until APL is achieved.	
Written date on all filters	Date the filter was replaced written in permanent ink	Prior to departure on day of PM service	PWS 2. h.	No more than two (2) failures during each period of performance.	Payment may not be made until APL is achieved.	COR/ Customer
Preventive Maintenance Sheet	Record of items inspected, and work performed for each piece of equipment receiving a PM service	Within five (5) business days of PM service completion	PWS 2. j.	No more than two (2) record sheets delivered late during period of performance.	Payment may not be made until APL is achieved	COR/ Customer
Corrective Maintenance Service	Assess, inspect, test, and/or troubleshoot all CM service requests	Within five (5) business days of notification.	PWS 3. a.	No more than two (2) failures during each period of performance.	Payment may not be made until APL is achieved	COR/ Customer
Cost estimate for CM	Provide written estimate for all CM work with required information	Within two (2) business days of assessment IAW PWS 3. a.	PWS 3. b.	No more than two (2) estimates provided late during the period of performance	Payment may not be made until APL is achieved	COR/ Customer
Timely and complete CM	MHE Operational in a timely manner	Within five (5) business days of COR approval of cost estimate and repair	PWS 3. h.	No more than two (2) items repaired exceeding the required timeframe.	Payment may not be made until APL is achieved	COR/ Customer
Call Back Service	Troubleshoot ineffective repairs	Within three (3) business days of notification	PWS 3. l.	No more than two (2) failures during each period of performance.	Payment may not be made until APL is achieved	COR/ Customer

10. **QUALITY ASSURANCE (QA):**

a. The Contractor shall develop, implement, and maintain a Quality Control Plan (QCP) to ensure services are performed in accordance with this PWS. The QCP shall include procedures to identify, prevent, and ensure non-recurrence of defective services. The QCP is how the Contractor assures itself that its work complies with the requirements of the contract. At a minimum, the Contractor shall develop the QCP procedures that address the areas identified in the QASP. A final QCP shall be submitted to the COR no later than ten (10) business days after contract award. After acceptance of the QCP, the Contractor shall obtain the KO's acceptance in writing of any proposed changes to its QCP.

11. **SPILL RESPONSIBILITY**:

The Contractor is solely responsible for all spills or leaks during the performance of this contract, which occur because of, or is contributed to by the actions of its agents, employees, or subcontractors. The Contractor shall clean up such spills or leaks to the satisfaction of the USG in a manner that complies with applicable federal, state, and local laws and regulations. The clean-up shall be at no cost to the USG. The Contractor shall report all such spills or leaks, regardless of their quantity, to the KO and COR immediately upon discovery. A written follow-up report shall be submitted to the KO and COR not later than 24 hours after the initial telephonic report. The written report shall be in narrative form, and as a minimum shall include the following:

i. Description of item spilled (including identity, quantity).
ii. Whether amount spilled is Environmental Protection Agency (EPA) or state reportable, and if so, whether it was reported. Exact time and location of spill including a description of the area involved.
iii. Containment procedures initiated.
iv. Summary of any communications Contractor has with press or USG officials other than the KO.
v. Description of clean-up procedures employed or to be employed at the site including disposal location of spill residue.

12. **INVOICING INFORMATION:**

a. The Contractor shall invoice monthly through the DoD Wide Area Workflow (WAWF) system. Invoices must be submitted through WAWF in accordance with DFARS 252.232-7003. Refer to https://wawf.eb.mil for additional information.

b. Hourly billing will be rounded up to the next whole hour.

13. **CONTRACT MINIMUM/MAXIMUM:**

The contract minimum shall be $2,500. The maximum shall be 150% of the estimated value of the contract. There is no contract minimum for any option period included in the contract.

FAR 52.212-01 Fill-in coverage:

1.0 PROPOSAL SUBMISSION (FORMAT AND CONTENT): The following describes the information that must be furnished as part of the proposal and the format which must be presented. Proposals which do not provide the required information in the prescribed format at the time of the initial submittal may be excluded from further consideration. Offers are strongly encouraged to read provisions.

FAR 52.212-1, "INSTRUCTIONS TO OFFERORS – COMMERCIAL ITEMS".

1.1 FORMAT: The offeror shall submit documentation (one original electronic form, standard Microsoft based Word and / or Excel, and or .PDF files) in response to this solicitation subject to the requirements in this provision. The offeror's outline should demonstrate, in detail, how their organization, internal work processes and procedures meet the US Government's requirements for performance under this solicitation.

1.2 PROPOSAL SUBMISSION: The following describes the information which must be furnished as part of the proposal and the format in which it must be presented. Proposals which do not provide the required information in the prescribed format shall be excluded from further consideration. Offerors should not include extraneous information that is not required to be submitted by 1.4. All proposals shall be valid for 90 days.

(a) FORMAT: Proposals shall be submitted in distinctly severable parts consisting of the following volumes: Volume 1, Volume 2. Proposal submissions will consist of one original copy submitted electronically. If multiple electronic files are submitted, each electronic file shall identify it as part of Volume 1, 2.

• VOLUME 1: Proposal Certifications and Price Schedule. (i) FAR 52.212-1(b) Information, except (b)(10). (b)(10) Information shall be in Volume 2. The Price Schedule is Attachment 2.

• VOLUME 2: Past Performance Proposal. (See 1.4 below)
(b) Submission of proposal by email should be sent to: june.lee@dla.mil
Emailed proposals are to be sent to june.lee@dla.mil

1.3 Reserved

1.4 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 US Government or commercial contracts for the same or similar services for performance in Washington State.

The information provided should support a qualitative review of the offeror; and/or 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, what they were and what corrective action was taken. Relevant past performance shall be within the last 6 years.

(b) Offerors shall submit past performance data for their firm. For each reference provided below.

• Valid name
• Telephone number
• Contract number
• Contract type
• Dollar value
• Contract award
• Completion dates
• Point of contact
• Description of work performed
• E-mail address of point of contact

The description of work performed shall be in sufficient detail to explain that it is not facility inspection services, and rather than U.S. and International, it should be in Washington State.

(c) Reference projects and corresponding reference surveys are limited to four (4) projects considered by the offeror to be the most relevant to the requirements of this solicitation. If more than four projects with reference surveys are received, the US Government will consider the first four projects received based upon the date and time the reference surveys are received.

(d) Attachment 3 contains a past performance survey that is used to evaluate an offeror's past performance. The offeror shall provide the past performance survey in Attachment 3 to the past performance reference they identify in this part of the proposal for the offeror. The past performance reference shall independently submit the survey to the Contracting Officer prior to the closing date of the solicitation. Any completed past performance survey received after the date of closing or directly from the offeror will not be considered in the past performance evaluation. The US Government will not evaluate a reference listed in the past performance proposal if no corresponding survey is received from a reference for that contract. This will have the effect of the offeror being given a Neutral rating for that portion of their overall evaluation, regardless of the type of experience or its similarity to this requirement. Reference surveys must be received by the due date for receipt of proposals in order for the information to be considered.

Offerors are cautioned that due to mail delivery times to the U.S., it is highly recommended that all contract references being asked to provide surveys be asked to scan the documents in Adobe .pdf format and email it to june.lee@dla.mil with a reference to the solicitation, SP4510-26-Q-1022 in the subject heading.

(e) The submission of a past performance volume is required. If an offeror does not have any past performance references, offerors must at least identify Volume 2 in their proposal and state they do not have any past performance to provide. If the US Government only receives a past performance survey from a past performance reference and there is no information in an offeror's proposal regarding that reference (see paragraph above), the reference will not be considered. The offeror is responsible for ensuring references submit past performance surveys; the US Government will not be contacting references for purposes of obtaining the survey.

ADDENDUM TO 52.212-2 EVALUATION – COMMERCIAL ITEMS

1.5 Evaluation of Past Performance:

(a) The US Government will evaluate the quality of the offeror's past performance. An assessment of the offeror's past performance will be used as a means of evaluating the probability of success of the offeror. Thus, an offeror with a higher confidence assessment rating for past performance will have a higher probability of meeting the solicitation requirements than a firm with a lower confidence assessment rating.

(b) In investigating an offeror's past performance, the US Government may consider information in the offeror's proposal and information obtained from other sources, including past and present customers and their employees, other US 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 and complexities of services provided will be considered by the US Government to have no relevant past performance. The offeror is responsible for ensuring references submit past performance surveys; the offeror's reference must submit the past performance survey. The US Government will not accept past performance surveys submitted by the offeror or contact offeror references to obtain a completed survey. The US Government will evaluate past performance and experience in accordance with submission requirements of 1.4.

(c) 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 US 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 no meaningful confidence assessment rating can be reasonably assigned.

(d) Past performance will be rated on an adjectival scale. The US 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 US Government.

(e) By past performance, the US 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. By experience, the US Government means whether a contractor's firm has performed similar work before. DLA Disposition Services will also consider the offeror's past performance and experience on the same or similar contracts in terms of the complexities of the services provided. Offerors with no past performance will be issued a Neutral rating for past performance.

(f) A written notice of the 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 US 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.

1.6 Evaluation Factors for Award:

(a) The US Government will make award to the responsible offeror whose offer conforms to the solicitation and demonstrates the best value to the US Government in terms of their past performance and price.

(b) The evaluation factors are listed below:

(i) Past Performance
(ii) Price
(iii) Past performance is significantly more important than price.

1.7 Evaluation of Price: The offered price will be used in conjunction with the other factors to determine the proposal, which represents the best value to the US Government. Price will not be numerically scored, but it will be fully evaluated using price analysis techniques.