PERFORMANCE WORK STATEMENT (PWS)

Non-Tactical Vehicle (NTV) Support for
Europe Command (EUCOM) Area of Responsibility (AOR)

7th Army Training Command Operation Trident Ready

PART 1
REQUIREMENTS

PSC CODE: W023
NAICS Code: 532111

ATTENTION TO CONTRACTOR: Vehicles will require operation on unapproved and off-road conditions. The Contractor shall provide vehicle recovery and assistance as part of each order resulting in a rental from this Blanket Purchase Agreement (BPA).

1.0 General: This is a non-personal service(s) agreement, under which the personnel rendering the service(s) are not subject, either by the agreement or BPA order's terms or by the manner of its administration, to the supervision and control usually prevailing in relationships between the US Government and its employees. This is a Firm Fixed Price contract to provide a total of 28 vehicles, that will consist of 1 truck with towing capacity, 3 cargo vans, 6 SUVs, and 18 (9) nine passenger vans.

1.1 Description of Services/Introduction: The 409th Contracting Support Brigade (CSB), requires non-personal services from commercial sources for the procurement of Non-Tactical Vehicles (NTV) Services. There is an ongoing need for the rental of NTVs in support of mission execution throughout the Europe Command (EUCOM) Area of Responsibility (AOR). US Service Members in the European Theater training areas require civilian transportation assets to support training initiatives and sustainment operations within the host nation and throughout other countries in Europe. The duration of each vehicle rental and type of vehicle is dependent on mission needs.

1.2 Scope: This is a Multiple Award Blanket Purchase Agreement (BPA) that will enable authorized callers to issue individual orders for leased NTVs in accordance with Section 4.2.2. Individual orders may include, but are not limited to, sedans, station wagons, minivans, nine (9) passenger vans, cargo vans/box trucks, and sport utility vehicles (SUVs). Authorized users may issue orders for performance throughout the EUCOM area of operations (AOR) to include, but not limited to, countries such as Albania, Belgium, Bosnia, Bulgaria, Croatia, Czech Republic, Denmark, Estonia, France, Germany, Greece, Hungary, Iceland, Italy, Kosovo, Latvia, Lithuania, Luxembourg, Montenegro, Netherlands, North Macedonia, Norway, Poland, Portugal, Romania, Slovakia, Slovenia, Spain, Turkey, United Kingdom, Austria, Finland, Ireland, Sweden, and Switzerland. Orders may require NTV use across multiple regions within EUCOM's AOR. Authorized users will identify which AORs may be considered during performance of the requirement. Authorized users may request and identify a need for drivers at the ordering level.

When BPA Call Orders are required for unpriced NTVs, an Order Request for Offer (ORFO) will be competed amongst all BPA holders. Contractors will receive the specific NTV requirement, which will include details such as country/address of delivery, country/address of pick-up, countries in which the vehicles will operate, period of performance, and quantity/type of vehicles. BPA holders will then have the option to provide an offer and the lowest offer that meets the technical specification requirements, will be awarded the order. The US Government will evaluate offerors for orders using the Lowest Price Technically Acceptable (LPTA) source selection process, as described under FAR Part 15.101-2. Multiple BPA holders may be selected to fill the requirements stated in the ORFO at the Government discretion.

1.3 Objectives: The objective of this agreement is to provide a sustainable and economical NTV fleet to Service Members training and providing support across the European Theater, to include flexible rental terms and

conditions. These vehicles must be capable of meeting mission requirements, to include engine size, ground clearance, passenger seats, and storage space. The Contractor must provide vehicle pick-up and delivery services to the specified locations, as well as vehicle recovery and assistance for Service Members in the countries listed in Section 1.0. During the period of performance of a Call Order, the Contractor shall maintain a 24 hour, 7 days a week helpline for emergency assistance. The Contractor must provide flexibility to allow Service Members to replace damaged vehicles within 24 hours of notification to the Contractor. Further, the Contractor shall provide for the ability to terminate rental vehicles within five (5) days of notification.

The Contractor Prices shall include delivery, insurance, maintenance, vehicle recovery and roadside assistance, and discounts, for the listed countries. Details on the complete scope of the NTV requirements are outlined in Parts 4 and 5.

1.4 Period of Performance: Period of performance is 27 August 2026 thru 02 November 2026.

1.5 Management and Administration

1.5.1 Contractor Management: The Contractor shall perform continual management of the functional areas contained in this document and shall provide a Contract Manager who shall be responsible for the requirements. The Contract Manager shall conduct overall management coordination and shall be the central Point of Contact (POC) with the US Government for performance of all work executed under the BPA. An alternate Contractor employee shall be designated to act for the Contract Manager when work is being performed outside of duty hours, or during the Contract Manager's absence. Both the Contract Manager and alternate shall have full authority to act for the Contractor on all BPA matters relating to this requirement. The Contractor shall submit to the Contracting Officer via the Unit POC or COR, in writing, the name, title, mobile telephone number and e-mail address of the Contract Manager and alternate, within 72 hours after award of the BPA order (*Deliverable A.002*). The Contract Manager must speak and read English to the degree that they understand oral and written communications and express themselves in matters pertaining to their work in person or by telephone, to the Contracting Officer, COR/Unit POC, or any other military authorities. Additionally, the Contract Manager must be able to provide clear communications to the customer at the point of service (e.g. delivery or when coordinating maintenance).

1.5.2 Contractor Responsiveness: When a Call Order is placed, for the period of performance in the order, the Contract Manager, or designated alternate, shall be available for telephone communication with the Unit POC,24 hours a day, seven (7) days a week. A personal answering service is permitted at other than what is considered normal workdays (e.g. Monday through Friday) and work hours (e.g. 09:00am to 05:00pm) for receipt of Unit POC emergency response work requirements, provided that the Contract Manager or designee responds to all calls within a time not to exceed two (2) hours after notification of the call by the answering machine and/or service. The Contract Manager and any individuals designated to act in that capacity, shall have full authority to contractually bind the Contractor for prompt action on matters pertaining to execution of requirements under this BPA.

1.5.3 Hours of Operation: The Contractor is responsible for conducting business as necessary, to meet the requirement outlined in the BPA. The Contractor must always maintain an adequate workforce for the uninterrupted performance of all tasks defined within this BPA. The Contractor shall provide a contact number with 24-hour availability for emergency maintenance issues, within 72 hours after award of a BPA order. (*Deliverable A.001*).

1.5.4 Holidays: The Contractor shall be required to be responsive and perform services on all holidays.

1.5.5 Quality Control: This requirement is for orders at or exceeding the Simplified Acquisition Threshold (SAT), orders with a period of performance consisting of 12-month regardless of dollar value, or orders the Contracting Officers deems necessary. The Contractor shall develop and maintain an effective quality control program to ensure services are performed in accordance with the requirements. The Contractor shall develop and implement procedures to identify, prevent, and ensure non-recurrence of defective services. The Contractor's

quality control program is how it assures that its work complies with the requirements of the BPA order. The Contractor shall provide a quality control plan to the Contracting Officer and Contract Specialist within 15 business days after award of the BPA order *(Deliverable A.007)* The plan shall address the Contractor's plan for quality control of NTV requirements, with specific emphasis on the aspects previously detailed.

1.5.6 Quality Assurance: A Unit POC/COR will be assigned at the order level, who will monitor the Contractor's performance for orders awarded under this BPA, to ensure that the Contractor has performed in accordance with the performance standards. See Paragraph 1.5.15.2 and 1.5.14 for Unit POC/COR functions.

1.5.7 Place of Performance: The work to be performed under this BPA shall be in locations established at the order level. In the instance of vehicle recovery or unscheduled maintenance, Contractor support shall be provided where the vehicle is specifically located. All delivery dates and times for initial NTV(s) delivery and replacements, shall be coordinated with the Unit POCs/COR. Examples of locations are use of grid coordinates or addresses. The US Government may change delivery locations within country with a minimum two (2)-day notice. The NTVs will be operated in the countries listed in section 1.2. **For contractors that do not require CACs, but require access to a DOD facility or installation. Contractor and all associated sub-contractors employees shall comply with adjudication standards and procedures using the National Crime Information Center Interstate Identification Index (NCIC-111) and Terrorist Screening Database (TSDB) (Army Directive 2014-05/AR 190-13), applicable installation, facility and area commander installation/facility access and local security policies and procedures (provided by government representative), or at OCONUS locations, in accordance with status of forces agreements and other theater regulations.**

1.5.8 Type of Contract: The Government will award a Firm Fixed Price type contract.

1.5.9 Antiterrorism/Force Protection: The Contractor and all associated employees will comply with applicable installation, facility, and area commander installation/facility access and local security policy and procedures (provided by US Government representative). The Contractor shall also provide all information required for background checks to meet installation-access requirements to be accomplished by the installation provost marshal office, director of emergency services, or security office. The Contractor workforce must comply with all personal identity verification requirements (FAR clause 52.204-9, Personal Identity Verification of Contractor Personnel) as directed by the Department of Defense (DoD), Headquarters – Department of the Army (HQDA), and local policy. In addition to the changes otherwise authorized by the changes clause of this BPA, should the Force Protection Condition (FPCON) at any individual facility or installation change, the US Government may require changes in Contractor security matters or processes.

1.5.10 OCONUS Antiterrorism/Force Protection: Contractor will provide requested identity information to CORs for vetting by security offices at US installations in which the contractor personnel perform their duties.

1.5.11 Physical Security: The US Government will ensure that only authorized and licensed drivers will operate vehicles during performance of any awarded BPA orders.

1.5.12 Key Control: The US Government will develop key control procedures to ensure that only authorized and licensed drivers have access to vehicle keys for operation.

1.5.13 Post Award Conference, Briefings, and Periodic Progress Meetings: The Contractor agrees to attend, participate in, and furnish input to any post award conference, briefings, and progress meetings convened by the contracting activity or Unit POC, in accordance with Federal Acquisition Regulation (FAR) Subpart 42.5. These activities shall relate to the functions and services herein, as required by the US Government, to provide effective communication and impart necessary information. The Contracting Officer and other US 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 US Government views the Contractor's performance, and the Contractor will apprise the US 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 US Government.

1.5.14 Identification of Contractor Employees: All Contractor personnel attending meetings or working in other situations, where their contractor's 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 US Government officials.

It is also noted that all documents or reports produced by Contractors are suitably marked as Contractor products, or that Contractor participation is appropriately disclosed.

1.5.15 Contracting Officer's Representative (COR): CORs will be required for orders at or exceeding the Simplified Acquisition Threshold (SAT), orders with a period of performance consisting of 12-month, regardless of its dollar value, and any orders the Contracting Officers deems necessary. A specified COR will have the responsibility to monitor all technical aspects of this requirement. As determined by the Contracting Officer, the COR will be appointed and identified by letter of designation, a copy of which will be provided to the Contractor by the Contracting Officer. The designation letter 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 BPA or resulting orders. The COR monitors all technical aspects of the awarded order and assists in the administration of said order. The COR is not authorized to obligate the US Government. If the work is not written in the BPA order, the COR is not authorized to request new or additional work. The COR is authorized to perform the following functions: assure that the Contractor performs the technical requirements of the BPA order, perform inspections necessary in connection with the BPA order's performance, maintain written and oral communications with the Contractor concerning technical aspects of the BPA order, issue written interpretations of technical requirements, including US Government drawings, designs, specifications, monitor the Contractor's performance and notify both the Contracting Officer and Contractor of any deficiencies, coordinate availability of US Government property, and coordinate site entry of Contractor personnel, as required.

1.5.16 Key Personnel: The following individuals are considered Key Personnel by the US Government in support of this requirement.

1.5.16.1 Contract Manager: The Contractor shall provide a Contract Manager who shall be responsible for the performance of the work under this BPA. The name of this person, and an alternate who shall act for the Contractor when the Contract Manager is absent, shall be designated in writing to the Contracting Officer within 72 hours after establishment of this BPA (*Deliverable A.002*). The Contract Manager or alternate shall have full authority to act for the Contractor on all contract matters relating to the daily operation of this BPA. The Contract Manager or alternate shall provide a reliable contact number and be able to respond to US Government inquiry within 24 hours of inquiry. The Contract Manager must be capable of speaking and reading English.

1.5.16.2 Unit POC: For orders that do not meet or exceed the Simplified Acquisition Threshold (SAT), will not require an appointed COR. A Unit POC will be assigned at the order level, who will monitor all technical aspects of the BPA Call Orders and assist in the administration of the BPA order. The Unit POC is authorized to perform COR functions for BPA Call Order that are less than the SAT value, as detailed in Section 1.5.14.

1.5.17 Contractor Travel: The Contractor may be required to travel to the area specified in the Call Order, in order to deliver NTVs, conduct maintenance, and meet with the Contracting Officer or COR/Unit POC, as necessary.

1.5.18 Other Direct Costs: Vehicle shipping expenses, vehicle recovery, and roadside assistance shall be at the Contractor's expense. The Contractor is responsible for recovery of vehicles in all the countries listed in Section 1.5.6.

The Contractor shall only invoice for other direct costs (ODC) based on the established prices set at the order level and follow guidance provided in the Terms and Conditions of the Agreement as well as the instructions in section 5.3 of this PWS.

1.5.19 Individuals Authorized to Execute Orders: Personnel authorized to execute BPA orders will be

warranted Contracting Officers only from the 409th Contracting Support Brigade (CSB). If a BPA Call Order is inadvertently made by an individual lacking such authorization, then the order will be at the sole responsibility of the Contractor. The Government has the right to include additional Authorized Callers. However, any changes or modifications will be completed using the SF 30, Amendment of Solicitation/Modification of contract.

1.6 <u>Attachment and Technical Exhibit Listing</u>:

1.6.11 PWS Attachment 1 – Performance Requirements Summary (PRS)
1.6.12 PWS Attachment 2 - NTV Deliverables Schedule
1.6.13 Technical Exhibit 1 – NTV Rental Vehicle Joint Inspection Checklist

PART 2
DEFINITIONS & ACRONYMS

2.0 Definitions and Acronyms

2.1 Definitions:

Authorized Caller – Individual(s) who has/have been granted the authority to purchase under the BPA. If a person is not an "authorized caller," he/she cannot place calls.

Contractor – A supplier or vendor awarded an order to provide specific supplies or services to the US Government. The term used in this BPA refers to the prime.

Contracting Officer – A person with authority to enter into, administer, and or terminate an order, and make related determinations and findings on behalf of the US Government. Note: The only individual who can legally bind the US Government.

Defective Service – A service output that does not meet the standard of performance associated with the Performance Work Statement document.

Deliverable – Any item that can be physically delivered, but may include non-manufactured items, such as meeting minutes or reports.

Key Personnel – Contractor personnel that are required to be used in the performance of a BPA order, as detailed in the requirements documentation.

Physical Security – Actions that prevent the loss or damage of US Government property.

Quality Assurance – The US Government procedures to verify that services being performed by the Contractor are performed according to acceptable standards.

Quality Control – All necessary measures taken by the Contractor to assure that the quality of an end product or service shall meet BPA requirements.

Subcontractor – One that enters into a contract with a Prime Contractor. The US Government does not have privity of contract with the Subcontractor.

Unit POC - Requiring activity representative, who may also serve as the COR of record, as required. This individual has authority to provide technical direction to the Contractor, as long as that direction is within the scope of the BPA, does not constitute a change, and has no funding implications. This individual does NOT have authority to change the terms and conditions of the agreement.

Vehicle Recovery – The recovery of any non-mission capable vehicle from one location to another, at the request of the US Government.

Workday – The number of hours per day the Contractor provides services in accordance with the BPA.

Work Week – Monday through Friday, unless specified otherwise.

2.2 Acronyms: Although not inclusive of every term used within this requirements document, the following provides a list of acronyms used throughout or commonly used in the acquisition field.

ACOR Alternate Contracting Officer's Representative

AOR	Area of Responsibility
AFARS	Army Federal Acquisition Regulation Supplement
AR	Army Regulation
AT	Antiterrorism
CCE	Contracting Center of Excellence
CFR	Code of Federal Regulations
CONUS	Continental United States (excludes Alaska and Hawaii)
COR	Contracting Officer's Representative
COTR	Contracting Officer's Technical Representative
COTS	Commercial-Off-The-Shelf
DA	Department of the Army
DD 250	Department of Defense Form 250 (Receiving Report)
DD 254	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
FLIPL	Financial Liability Investigation of Property Loss
FPCON	Force Protection Condition
FMC	Fully Mission Capable
HQDA	Headquarters – Department of the Army
HIPAA	Health Insurance Portability and Accountability Act of 1996
IAW	In Accordance With
KO	Contracting Officer
NMC	Non-Mission Capable
NTV	Non-Tactical Vehicle
OCI	Organizational Conflict of Interest
OCONUS	Outside Continental United States (includes Alaska and Hawaii)
ODC	Other Direct Costs
PAX	Passengers/Personnel
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
REA	Request for Equitable Adjustment
SUV	Sport Utility Vehicle
TE	Technical Exhibit
US	United States
USG	United States Government

PART 3
GOVERNMENT FURNISHED PROPERTY, EQUIPMENT, AND SERVICES

3.0 Government Furnished Items and Services

3.1 Services: Reserved.

3.1.1 Cleaning: After initial delivery, the US Government will not be responsible for the cleanliness of the vehicles. The US Government will ensure the vehicles are clean to a basic level and excess trash is removed at turn-in, unless otherwise stipulated at the Call Order level. Final cleaning will be conducted by the Contractor after final turn-in. Excessive cleaning required by the Contractor must follow the guidance provided in section 5.3.4 of this PWS.

3.2 Fuel: The US Government shall be responsible for providing fuel for all vehicles **after** delivery and during the period of performance. Vehicles will be turned in at the same fuel level as it was received at delivery, unless otherwise stipulated at the Call Order level.

3.3 Drivers: The US Government shall be responsible for providing licensed drivers for all vehicles after delivery, unless specified at the Call Order that a driver is required.

3.4 Equipment: It is not anticipated that any US Government equipment will be required in the execution of vehicle rental requirements under this BPA.

PART 4
CONTRACTOR FURNISHED ITEMS AND SERVICES

4.0 Contractor Furnished Items and Responsibilities

4.1 General: The Contractor shall provide specified vehicles and all services required to keep the vehicles in a safe, operational condition, based on standard Host Nation laws. Vehicles shall be delivered within the timeframe agreed to in this BPA and must meet the minimum acceptance criteria provided herein.

4.2 Vehicles: The Contractor shall provide initial delivery of all vehicles and subsequent delivery of replacement vehicles to the specific locations stated in each order. Vehicles shall be available for exchange (scheduled maintenance and disabled vehicles) within 24 hours of notification by the Unit POC/COR, in accordance with Section 5.6.2. The US Government requires unlimited kilometers of usage per each vehicle. The Contractor shall ensure that the vehicles are available for the times and dates listed in the order. Vehicles shall meet all European Union vehicle safety requirements. In addition, vehicles shall meet all European Union environmental compliance requirements.

4.2.1 Types of Vehicles that May Be Present on Orders: Please NOTE "Similar" is defined as plus or minus (+/-) 10% of the space of a "like" vehicle type (sedan, compact, etc.) and price class.

Vehicle Type
Sport Utility Vehicle (SUV), 4-Door, 5 Passenger (Nissan Qashqai, Ford Kuga, KIA Sportage or Similar)
Sedan, 4-Door, 5 Passenger (Volkswagen Passat, Ford Focus, or Similar)
Station Wagon, 4-Door, 5 Passenger (Volkswagen Passat, Ford Mondeo Wagon or Similar)
9-Passenger Van, 9 Passenger (Renault Trafic, Mercedes Benz Vito, Opel Vivaro, Ford Transit or Similar)
Cargo Van/Box Truck, 2 Passenger (Fiat Ducato, Opel Movano or Similar)
Pick-Up Truck, 2 Passenger (Ford Ranger, Toyota Hilux, Nissan Navara, Mitsubishi L200, or Similar)

4.2.2 Vehicle Specifications: Once an order is executed, the Contractor shall ensure the above vehicles, at a minimum, meet the following specifications:

Vehicle Type	Minimal Required Specifications
SUV 5-Passenger	Carry no less than five (5) people. Transmission: Automatic Fuel: Diesel Preferred or gasoline Global Positioning System (GPS) included with English language option. Example Models: Nissan Qashqai, Ford Kuga, KIA Sportage REAR SEAT MUST BE ABLE TO FOLD DOWN All-wheel drive may be ordered.
Sedan	N/A

Station Wagon	N/A
9-Passenger Van	Carry no less than nine (9) people. Transmission: Automatic Fuel: Diesel Preferred or gasoline Global Positioning System included with English language option. Example Models: Renault Trafic, Mercedes Benz Vito, Opel Vivaro, Ford Transit or Similar in interior and cargo capacities. FOLD DOWN OR REMOVABLE REAR SEATS PREFERRED. May require plexiglass installed to divide driver and passengers.
Cargo Van / Box Truck	Carry no less than two (2) people. Transmission: Automatic Fuel: Diesel Preferred or gasoline Global Positioning System included with English language option. Example Models: Fiat Ducato, Opel Movano or Similar
Pick-Up Truck	Carry no less than two (2) people. Transmission: Automatic Fuel: Diesel Preferred or gasoline Global Positioning System Included with English language option. Example Models: Ford Ranger, Toyota Hilux, Nissan Navara, Mitsubishi L200

NOTE: Automatic Transmission is preferred. However, there is a possibility of accepting a manual under certain circumstances and this will be determined at the BPA Call Order level. Circumstance may include:

- Non-availability of automatic models on or around the specified location.
- The customer is willing to accept a manual transmission vehicle.
- The vehicle offered are technically acceptable by the customer during evaluation.
- The circumstances listed above are not limited, and under other circumstances a manual may be accepted.

4.3 Vehicle Details: When the vehicles are issued, the vehicles shall be no more than three (3) years old from the date of manufacture at the beginning of the period of performance. Vehicles shall not have more than 40,000 kilometers at the time of issue. The color requested (in order of preference) is gray, blue, white, or black. Vehicles shall not have any reflective or distinctive markings. Vehicles shall be registered in such a way that allows freedom of movement for the vehicle in all countries listed in the order; vehicles shall be in compliance with all European registration and insurance requirements throughout the entire period of performance. All vehicles shall be left-hand drive, to ensure the safety of driving within the countries listed.

4.3.1 Air Conditioning/Heater: Vehicles shall have fully functioning air conditioning and heaters.

4.3.2 Kilometers: The US Government requires **unlimited kilometers** of usage for each vehicle throughout the lifespan of the BPA Order.

4.3.3 Fuel: The Contractor shall deliver all vehicles with a full tank of fuel, or as indicated at the call order level.

4.4 Vehicle Condition: Vehicles provided shall be in good working condition and without any condition that could potentially degrade the safety of the vehicles. Both the interior and exterior shall be free of excessive soil, rust, damage, and without excessive wear and tear. All required safety restraints and devices shall be functional. Vehicles shall be clean and serviceable at the time of delivery, and a joint inspection with the vendor and Unit POC will occur at time of delivery (see Section 5.2.). Tires shall be the appropriate type for the time of year.

4.5 Safety Standards: The Contractor shall comply with all applicable local safety standards. Vehicles shall meet all European Union vehicle safety requirements. Vehicles shall also meet all European Union environmental compliance requirements. Additionally, each vehicle shall have the following items in serviceable condition:

- Rear View Mirror (except cargo vans)
- Side View Mirrors (left and right)
- Windshield Wipers
- Front and Rear Windshield Defogger
- Functioning Door Locks for Every Door
- Parking Brake
- One Serviceable Spare Tire or run flat
- Tire Jack (if applicable)
- Functioning Interior and Exterior Lights
- Valid License Plate
- Emergency Kit (warning triangles, first aid kit, safety vest)
- Navigation System – GPS (when requested)
- Jumper Cable or Contractor Availability to Recover Vehicle (if not included)
- Snow Chains (when requested)
- Ice Scrappers (during winter months)

4.6 Maintenance: The Contractor shall perform both scheduled and unscheduled maintenance, as needed, to ensure that vehicles stay 100% operational. It is the Contractor's responsibility to ensure all maintenance is conducted to avoid warranty issues. It is the Contractor's responsibility to notify the contracting officer when the customer does not comply with the contractor's request for maintenance. Contractor vehicle maintenance shall take place at a facility verified by the Unit POC/COR. The Contractor shall provide notification of maintenance appointment 30 days in advance to allow the unit time to confirm availability. The unit shall acknowledge the appointment within 24 hours and provide confirmation to attend the appointment one (1) week prior to the scheduled date. When the Contractor deems that maintenance is required due to timing, mileage, or vehicle deficiencies, the Contractor shall provide all parts, labor, and expertise necessary to complete the required maintenance tasks. Parts shall include those items that must be replaced due to fair wear and tear, such as (but not limited to): windshield wipers, tires, headlights, filters, fluids, and lubricants. The Contractor shall be responsible for all scheduled and unscheduled maintenance. The US Government will not be responsible for any maintenance or expenses associated with the maintenance of any vehicles.

4.7 Insurance:

a. Coverage Inclusion: The lease price shall include full coverage insurance that meets or exceeds the minimum requirements set forth by host nation, encompassing all necessary protections as mandated by host nation laws; coverage is for any and all U.S. Government licensed drivers. This coverage shall extend to all associated costs, including but not limited to taxes, licenses, registration fees, and any other requirements stipulated by host nation law.

b. Ongoing Compliance with Host Nation Law: The vendor is obligated to maintain the full coverage insurance in strict accordance with host nation law throughout the entire lease period. This includes adherence to any changes in legislation affecting insurance requirements.

c. Proof of Insurance: The vendor shall furnish proof of the full coverage insurance for each vehicle. This proof shall be provided upon the initial issuance of vehicles and subsequently upon the renewal of insurance as it becomes due. The documentation should explicitly outline the coverage details and compliance with the host nation's legal standards *(Deliverable A.008)*.

d. User Notification: Copies of the insurance documentation shall be promptly provided to the user upon the initial issuance of vehicles and upon any renewal of insurance. This ensures that the user is informed of the extent of coverage and can verify compliance with legal requirements *(Deliverable A.008)*.

e. Immediate Notification of Changes: The vendor shall promptly notify the government in writing of any changes to the insurance coverage that may affect the terms, conditions, or extent of protection provided within 48 hours of the changes. This includes changes in coverage limits, policy terms, or any other relevant details.

f. Insurance Certification: The vendor shall certify, in writing, that the full coverage insurance provided meets or exceeds the minimum requirements set forth by host nation law. This certification shall be included with the documentation provided to the user *(Deliverable A.009)*.

4.7.1 Gross Negligence: Gross negligence is defined by actions taken by the driver that demonstrates a lack of care or recklessness that results in damage to the vehicle that the Contractor's insurance agency deems as out of scope of the full coverage insurance (reference section 4.7 Insurance (a)), due to gross negligence of the driver. In specific cases where the comprehensive insurance is not deemed payable, the contractor shall obtain a written determination by the insurance provider that such specific incident(s) is outside the scope of coverage. In the event that the damages sustained to the NTV is not covered under the insurance policy, the contractor may submit a Request for Equitable Adjustment ("REA"), or as an ODC in accordance with section 5.3 if a Call Order includes a T&M – ODC Line Item, to the contracting office for review and consideration. Contractors shall provide an initial notice to the Contracting Officer of their intent to issue an REA within three (3) days of notice of the damage(s). The REA, with supporting documentation shall be submitted to the contracting Officer no later than 45 days after the BPA Call Order's period of performance has been completed *(Deliverable A.010)*. Upon receipt of the REA, the contracting officer will review the request and render a determination as to the merits of the REA.

4.7.2 Placard: All contracted vehicles shall have instructions, printed on durable material, which explain the steps that the vehicle operator and/or occupants must take in the following situations:

- Vehicle Accidents
- Maintenance Issues/Concerns
- Travel Outside Country of Delivery

All information necessary to meet contractual and legal requirements must be listed. This information includes, but is not limited to, emergency numbers (for each country listed in Part 5), steps for requesting maintenance support, steps to report accidents, and steps to take in the event that the vehicle must be taken outside of the country of delivery.

4.8 Records: Any communication directly had between the Contractor and the Requiring Activities, should be readily available to the Contracting Officer. Therefore, the Contractor shall maintain records of transactions with the US Government (such as emails correspondence with the Requiring Activity) and, make such records available to the Contracting Officer within a 24-hour period (*Deliverable A.003*).

4.9 Permits: Without additional cost to the US Government, the Contractor shall obtain all permits, licenses, and appointments required for performance of a Call Order; all documents shall be in compliance with applicable local and country laws. License plate country origin preference is for any country listed in Section 1.5.7. All vehicles shall be registered and insured to enter and operate within Europe, to include but not limited to, the countries listed in Section 1.5.7. The US Government is responsible to pay for vignettes.

4.10 Legal Compliance: The Contractor shall be responsible for compliance with all pertinent local laws concerning the rental or lease of motor vehicles.

4.11 AdBlue: The contractor shall provide enough AdBlue (if required), at delivery, to support the organization for 30,000 Kms. The US Government is responsible for AdBlue after 30,000 Kms of usage.

PART 5
SPECIFIC TASKS

5.0 Basic Services: The Contractor shall provide all labor, materials, equipment, services, documentation, and insurance to support the vehicle requirements delineated in each Call Order (location, quantity, etc.). The primary purpose of these vehicles is to provide transportation of personnel and equipment over long distances, to include crossing borders. Vehicles will be utilized on **paved** and **unpaved** road surfaces. Unpaved surfaces are defined as professionally maintained roads that are not paved. The minivans and SUVs may be utilized on off-road surfaces (gravel and/or dirt roads "range roads"). Call Orders may require the rental of vehicles with drivers.

5.1 Delivery and Turn-In Location: The Contractor shall provide delivery of all vehicles (and subsequent delivery of replacement vehicles) to the locations specified in each order.

5.1.1 Deliveries shall occur no later than 10:00 AM (1000hrs) and turn-ins shall be scheduled no later than 6:00 PM (1800hrs), on the dates listed in each individual order. Please NOTE, delivery and pick-up of vehicles under the Call Order will most often be at the same location. However, there may be instances where an order will require the vehicles to be delivered and picked-up at different locations/countries/areas. Deliveries and vehicle turn-ins will generally occur at US Army Military Installations, Host Nation Military Installations, and/or Airports, Seaports, and Train Stations.

5.1.2 All coordination for delivery and turn-in of vehicles shall be made between the Unit POC/COR and Contractor. Should a vehicle delivery conflict arise which cannot be resolved between the Unit POC/COR and Contractor, the Contracting Officer shall be notified immediately.

5.1.3 Should any orders require a period of performance extension, and maintenance is due, the vehicle(s) shall be swapped out for maintenance and replaced with a vehicle in accordance with Part 4.

5.1.4 For each order issued under the BPA, the Contractor will provide the list of vehicles issued to the receiving unit to the Unit POC/COR and send a copy to the Contracting Officer, no later than 48 hours after order issuance (*Deliverable A.004*). It will indicate the plate number, model and year, Unit POC name, unit, and email address. In in the event there are changes in the vehicle or POC, the new information will be resubmitted to the Unit POC and the Contracting Officer.

5.2 Delivery Inspection: Upon vehicle delivery to the US Government, the Unit POC/COR and the Contractor shall conduct a joint inspection to determine if the vehicle meets the requirements of Part 4. See Technical Exhibit 1. The Contractor shall provide a legible copy of the joint inspection form to the Contracting Officer via the Unit POC/COR upon vehicle delivery and inspection is completed (*Deliverable A.005*). The US Government may document identified discrepancies on a separate form and take pictures of the vehicle's condition.

5.3 Other Direct Cost: If the Call Order includes a T&M Line Item for Other Direct Costs, the US Government may be responsible for other direct costs in accordance with FAR Part 52.212-4 Alt 1(i)(ii)(1).

5.3.1 Tolls, violations and fines: In the event the Contractor receives a US Government-incurred violation or fine, such as a speeding ticket or parking ticket, within three (3) days of receipt of notice of violation but not to exceed a period of 90 days after the BPA Call Order's period of performance has been completed, the Contractor shall confirm the details of the offense with notification to the Unit POC and Contracting Office. If the host nation requires payment of tolls, violations, or fines during the performance of the subject orders, the contractor shall provide the contracting officer with the supporting documentation to assist in resolving the payment (*Deliverable A.006*). As part of this notification, the Contractor shall provide the unit's ticket POC all documentation involved in the violation, to include legible copies of the violation or fine from the issuing authority, any pertinent photographs, cost of the toll fee, violation or fine, any other objective evidence to validate the ticket(s) (*Deliverable A.006*). Upon receipt of the documents, the Traffic Violation POC will review the request and coordinate with the Contracting Officer. If the contractor does not submit all required documentation to the unit, that failure will

prevent resolution of the matter. If the violation is not resolved through the Traffic Violation POC process, then the Contractor may submit a REA to the Contracting Officer. Note: Submission of an REA will also require the Contractor to provide all documentation involved in the violation, to include legible copies of the violation or fine from the issuing authority, any pertinent photographs, cost of the toll fee, violation or fine, any other objective evidence to validate the ticket(s).

5.3.2 Fuel: Unless specified at the call order level, vehicles shall be turn-in by the Requiring Activity at the same fuel tank level it was received. In the event vehicles are not turn-in with the same level of fuel as it was delivered, the Contractor shall provide proof of fuel level at drop-off/delivery, fuel level at turn-in, and payment receipt with the market value cost it takes to meet the required level of fuel. Fuel tank level shall be annotated at the time Technical Exhibit 1 is completed (in accordance with section 5.2 of this PWS) and can be use as supporting documentation as well as any pertinent photographs. If the contractor does not submit all required documentation, the request may be denied.

5.3.3 Damages (Gross Negligence): As annotated in section 4.7.1, in specific cases where the comprehensive insurance is not deemed payable, the contractor shall obtain a written determination by the insurance provider that such specific incident(s) is outside the scope of coverage. In the event that the damages sustained to the NTV is not covered under the comprehensive insurance policy, the contractor may submit a request to the contracting office for review and consideration. The request, with supporting documentation shall be submitted to the contracting officer within three (3) days of notice of the damage but shall not exceed a period of 30 days after the BPA Call Order's period of performance has been completed. Supporting documentation shall include but not limited to legible copies of police reports, any pertinent photographs, and any other objective evidence to validate cause and cost of the damages. Upon receipt of the request, the contracting officer will review the request and render a determination as to the merits of the request. If the contractor does not submit all required documentation, the request may be denied.

5.3.4 Cleaning Fees: Unless specified at the call order level, vehicles shall be turn-in by the Requiring Activity at a basic level of cleaning and excess trash removed. In the event vehicles are not turn-in at the stated level of cleanliness, the contractor shall provide proof that an excessive cleaning service was required as well as payment receipt for the cleaning service. Cleanliness of the vehicle shall be annotated at the time Technical Exhibit 1 is completed (in accordance with section 5.2 of this PWS) and can be use as supporting documentation as well as any pertinent before and after photographs. After receipt of the request and supporting documents, the contracting officer will review the request and render a determination as to the merit of the request. If the contractor does not submit all required documentation, the request may be denied.

5.4 Drivers: The Contractor shall not place a restriction on the type or number of drivers, so long as the drivers are properly licensed to operate the vehicle.

5.5 NTV Rental Ordering Form: Technical Exhibit 2 is an example of the NTV ordering form that the Contractor will receive. The Contracting Office will complete their portion of the ordering form and include the ORFO to all BPA Holders. The Contractors shall complete the "unit price" and the sections titled "For Contractor Use Only" and include the form with their quote.

5.6 On-Demand Services:

5.6.1 Recovery: Within 24 hours of notification by the Unit POC, the Contractor shall recover disabled vehicles and provide a serviceable vehicle in exchange. This service shall be available seven (7) days a week, 24 hours a day and from within any country listed in Part 5 of this document. All replacement vehicles shall be of the same specifications as the vehicle being replaced and in accordance with the specifications listed in Part.

Within 24 hours of notification by the Unit POC, the Contractor shall recover disabled vehicles and provide a serviceable vehicle in exchange. This service shall be available seven (7) days a week, 24 hours a day, and from within any country listed in Section 1.5.7 of this document. All replacement vehicles shall be of the same specifications as the vehicle being replaced, and in accordance with the specifications listed in Part 4.

5.6.2 <u>Replacements</u>: Replacement vehicles shall be provided for all vehicles that are out of service or exceed 80,000 kilometers. Vehicle replacements for a disabled vehicle shall take no longer than 24 hours from notification by the Unit POC. All replacement vehicles shall be of the same specifications as the vehicle being replaced, and in accordance with the specifications listed in Part 4. If a vehicle is replaced, the Contractor shall notify the Contracting Officer and provide an updated vehicle list which identifies which vehicle was exchanged and the new vehicle provided with 24 hours.

Note: It is the Contractor's responsibility to review each order and ensure they can comply with any requests issued under Sections 5.6.1 or 5.6.2. Each order will list those countries within which the vehicle will be operated.

PWS ATTACHMENT 1
Performance Requirements Summary (PRS)

PERFORMANCE OBJECTIVE	STANDARD	PERFORMANCE THRESHOLD ACCEPTABLE QUALITY LEVELS (AQLs)	METHOD OF SURVEILLANCE
PRS # 1 PWS Para 1.5 Contractor shall comply with PWS provisions relating to Management and Administration processes.	The Contractor shall provide all deliverables required.	95% Compliance; no more than 3 discrepancies or complaints during the month of inspection.	Periodic Surveillance & Customer Feedback
PRS # 2 PWS Part 4 Contractor shall comply with PWS provisions relating to Contractor Furnished Items and Services.	The Contractor shall adhere to the required specification in Part 4 of the PWS.	100% Compliance; Zero Deviation from standard.	Periodic Surveillance & Customer Feedback
PRS # 3 Contractor shall comply with PWS provisions relating to Specific Tasks - PWS Para. 5.1. The contractor shall provide delivery of all vehicles to the locations specified in the BPA Call Order. Delivery shall occur no later than 1000 hrs.	The Contractor shall adhere to the required timeframes specified in the PWS Para 5.1.	100% Compliance; Zero Deviation from standard.	100% inspection upon the start of the BPA Call Order; COR will document in PIEE/SPM.
PRS # 4 Contractor shall comply with PWS provisions relating to Specific Tasks - PWS Para. 5.1. The contractor shall pick-up all vehicles at the locations specified in the BPA Call Order no later than 1800 hrs.	The Contractor shall adhere to the required timeframes specified in the PWS Para 5.1.	100% Compliance; Zero Deviation from standard.	100% inspection upon the completion of the BPA Call Order; COR will document in PIEE/SPM.

PWS ATTACHMENT 2
NTV DELIVERABLES SCHEDULE

Deliverable No.	Deliverable	Frequency	Quantity	Medium/Format	Submit To
A.001	The Contractor must provide a contact number within 24-hour availability for emergency maintenance issues. (See Section 1.5.3)	Within 72 hours after award of BPA Order	1	Electronic Document (E-mail; PDF file)	Unit POC
A. 002	The Contractor shall submit, in writing, the name, title, telephone number and e-mail address of the Contract Manager and Alternate. (See Sections 1.5.1 and 1.5.15.1)	Within 72 hours after award of BPA Order	1	Electronic Document (E-mail; PDF file)	Contracting Officer via the Unit POC/COR
A. 003	The Contractor shall maintain records of transactions with the US Government and make such records available. (See Section 4.8)	Within 24 hours	1	Electronic Document (E-mail; PDF file)	Contracting Officer
A. 004	The Contractor shall provide a full list of all vehicles delivered under each order, and the list shall include the make, model, year, vehicle color and license plate number. (See Section 5.1.4)	Within 24 hours after vehicle delivery	1	Electronic Document (E-mail; PDF file)	Contracting Officer
A. 005	The Contractor shall provide a legible copy of the joint inspection form. (See Section 5.2.3)	At vehicle delivery	1	Hard Copy (Legible)	Contracting Officer via the Unit POC/COR
A. 006	The Contractor shall provide notification of a violation or fine. (See Section 5.3.2)	Within three (3) workdays after receipt of any violations but not to exceed 90-days after completion of POP	1	Electronic Document (E-mail; PDF file)	Unit Traffic Violation POC
A.007	The Contractor shall provide a quality control plan. (See Section 1.5.5)	Within 15 business days after award of BPA Order	1	Electronic Document (E-mail; PDF file)	Contracting Officer
A.008	The Contract shall provide proof of full coverage insurance. (See Section 4.7 (d)(e))	Upon of initial issuance of each vehicle	1	Electronic Document (E-mail; PDF file)	Contracting Officer
A.009	The Contractor shall certify, in writing that full coverage insurance provided meets or exceeds the minimum requirements set forth by host nation law. (See Section 4.7 (g))	Included with documentation provided to user	1	Electronic Document (E-mail; PDF file)	Contracting Officer
A.010	The Contractor shall notify and submit a Request for Equitable Adjustment in the event of "Gross Negligence"	Initial notice within 3 days of notice; REA with supporting documents no later	1	Email Notification	Contracting Officer

		than 45 days after completion of POP			

TECHNICAL EXHIBIT 1
NTV RENTAL VEHICLE JOINT INSPECTION CHECKLIST

Vehicle Type		**VIN**		**Model**	
Make		**Year**		**Mileage**	

LICENSE PLATE # _____		**Delivery Date**_____	**Turn In Date**_____	
Vehicle Requirement		**Yes**	**No**	**Yes**	**No**
Operational Seat Belts					
Rear View Mirror					
Front Door Mirrors					
Windshield Wipers					
Front and Rear Windshield Defogger					
Functioning Door Locks for Every Door					
Parking Brake					
One Spare Tire, or Tire Repair Kit					
Tire Jack, or Tire Repair Kit					
Functioning Interior and Exterior Lights					
Registration and Valid License Plate					
Snow Chains (when required or requested)					
Jumper Cables (Roadside assistance for each country named in specs shall be provided if jumper cables are not included)					
Ice Scrapers (during winter months)					
Emergency Kit (warning triangles, first aid kit)					
Navigation System – GPS					
Mud Flaps (when requested)					
Off Road/All Season Tires (Pickup Trucks/SUVs)					
Tow Hitch (Pickup Trucks/SUVs, when requested)					
Removable Seats (Passenger Vans)					
Type of Fuel		**Diesel (X):**		**Reg Gas (X):**	
Fuel Tank Level		**Level at Delivery:**		**Level at Turn-In:**	
Cleaned (Delivery); Cleaned of Trash (Turn-In)					

COMMENTS

Contractor Name: POC Name: Contact Number: Email Signature:	USG Customer Name: USG Customer Unit: Contact Number: Email: Signature: