

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, AND 30				1. REQUISITION NUMBER HQCSKU92952700000		PAGE 1 OF 35	
2. CONTRACT NO. HDEC04-10-C-0037		3. AWARD/EFFECTIVE DATE 01-Sep-2010		4. ORDER NUMBER		5. SOLICITATION NUMBER HDEC04-10-R-0043	
7. FOR SOLICITATION INFORMATION CALL:		a. NAME BRANDIE V. WELLS		b. TELEPHONE NUMBER (No Collect Calls) 804-734-8000 X86110		6. SOLICITATION ISSUE DATE 03-Jun-2010	
9. ISSUED BY DEFENSE COMMISSARY AGENCY EQUIPMENT & MAINTENANCE DIVISION BUILDING P 11200 1300 E AVENUE FORT LEE VA 23801-1800 TEL: FAX: (804) 734-8269/8886		CODE HDEC04		10. THIS ACQUISITION IS <input type="checkbox"/> UNRESTRICTED <input checked="" type="checkbox"/> SET ASIDE: 100% FOR <input checked="" type="checkbox"/> SB <input type="checkbox"/> HUBZONE SB <input type="checkbox"/> 8(A) <input type="checkbox"/> SVC-DISABLED VET-OWNED SB <input type="checkbox"/> EMERGING SB SIZE STD: \$7 Million NAICS: 811310		11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input type="checkbox"/> SEE SCHEDULE 13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700) 13b. RATING 14. METHOD OF SOLICITATION <input type="checkbox"/> RFQ <input type="checkbox"/> IFB <input checked="" type="checkbox"/> RFP	
15. DELIVER TO FORT BUCHANAN COMMISSARY 689 N TERMINAL ROAD FORT BUCHANAN PR 00934-4576		CODE HQCSKU		16. ADMINISTERED BY SEE ITEM 9			
17a. CONTRACTOR/OFFEROR SUPPLIES & SERVICES INC 17 CALLE DIANA GUAYNABO PR 00968-8006 TEL. (787) 793-2800		CODE 3ESD2 FACILITY CODE		18a. PAYMENT WILL BE MADE BY DFAS-WIDE AREA WORK FLOW DFAS - CVDAAA/CO P.O. BOX 369016 COLUMBUS OH 43236-9016			
<input type="checkbox"/> 17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER		18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a. UNLESS BLOCK BELOW IS CHECKED <input type="checkbox"/> SEE ADDENDUM					
19. ITEM NO.		20. SCHEDULE OF SUPPLIES/ SERVICES		21. QUANTITY		22. UNIT	23. UNIT PRICE
		SEE SCHEDULE					
25. ACCOUNTING AND APPROPRIATION DATA See Schedule		26. TOTAL AWARD AMOUNT (For Govt. Use Only) \$92,867.00					
<input type="checkbox"/> 27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4, FAR 52.212-3, 52.212-5 ARE ATTACHED.		ADDENDA <input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED					
<input checked="" type="checkbox"/> 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4, FAR 52.212-5 IS ATTACHED.		ADDENDA <input checked="" type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED					
28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN <u>1</u> COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED HEREIN. REF:				29. AWARD OF CONTRACT: REFERENCE <input type="checkbox"/> OFFER DATED . YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS: SEE SCHEDULE			
30a. SIGNATURE OF OFFEROR/CONTRACTOR		31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER)			31c. DATE SIGNED 16-Aug-2010		
30b. NAME AND TITLE OF SIGNER (TYPE OR PRINT)		30c. DATE SIGNED		31b. NAME OF CONTRACTING OFFICER (TYPE OR PRINT) DIANA GROSS-BENDALL / CONTRACT SPECIALIST TEL: (804) 734-8000 ext 48185 EMAIL: Diana.Gross-Bendall@deca.mil			

**SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS
(CONTINUED)**

19. ITEM NO.	20. SCHEDULE OF SUPPLIES/ SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
SEE SCHEDULE					

32a. QUANTITY IN COLUMN 21 HAS BEEN
 RECEIVED INSPECTED ACCEPTED, AND CONFORMS TO THE CONTRACT, EXCEPT AS NOTED: _____

32b. SIGNATURE OF AUTHORIZED GOVERNMENT REPRESENTATIVE	32c. DATE	32d. PRINTED NAME AND TITLE OF AUTHORIZED GOVERNMENT REPRESENTATIVE
32e. MAILING ADDRESS OF AUTHORIZED GOVERNMENT REPRESENTATIVE	32f. TELEPHONE NUMBER OF AUTHORIZED GOVERNMENT REPRESENTATIVE	
	32g. E-MAIL OF AUTHORIZED GOVERNMENT REPRESENTATIVE	

33. SHIP NUMBER	34. VOUCHER NUMBER	35. AMOUNT VERIFIED CORRECT FOR	36. PAYMENT <input type="checkbox"/> COMPLETE <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL	37. CHECK NUMBER
38. S/R ACCOUNT NUMBER	39. S/R VOUCHER NUMBER	40. PAID BY		

41a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT	42a. RECEIVED BY (<i>Print</i>)	
41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER	41c. DATE	
	42b. RECEIVED AT (<i>Location</i>)	
	42c. DATE REC'D (<i>YY/MM/DD</i>)	42d. TOTAL CONTAINERS

Section SF 1449 - CONTINUATION SHEET

PERFORMANCE WORK STATEMENT**PERFORMANCE WORK STATEMENT (PWS)
MAINTENANCE AND REPAIRS OF MATERIAL HANDLING EQUIPMENT (MHE)
AND OTHER SIMILAR EQUIPMENT**

1. **SCOPE:** The Contractor shall provide all personnel, supervision, equipment, tools, parts, transportation, and other items necessary to perform maintenance and repair of material handling equipment (MHE) and other equipment, as identified, located at the commissary store and/or Central Distribution Center (CDC). The contractor shall comply with all applicable Federal, State and installation Fire, Safety, Security and Environmental Protection Regulations.
2. **CONTRACTING OFFICER REPRESENTATIVE (COR):** A copy of the appointment letter shall be furnished to the contractor identifying a primary and alternate COR.
3. **NOTIFICATION:** Within 10 days of contract award, the contractor shall provide the Contracting Officers Representative (COR) with point of contact (POC) information to include names, email addresses, and phone numbers to receive service calls. The contractor's POC shall check in with the COR prior to performing service and after completing service.
4. **PERSONNEL:** Contractor personnel must be recognizable while in the commissary by means of uniform, or identification badge, or company patch.
5. **WORK SCHEDULE:** Day and time of all work performed under this contract will be coordinated with the COR to prevent interference with normal commissary operations. At the Contractor's convenience, and with the approval of the COR, the Contractor may work extended hours to ensure timely completion of work at the Contractor's regular hourly rate.

Regular hours are defined as Monday through Friday from 8:00 AM to 5:00 PM, local time. Overtime hours are defined as outside regular hours, including weekends and federal holidays. Hours shall be recorded and invoiced in fifteen (15) minute increments from the time the contractor enters the Commissary until the contractor exits the commissary.

6. **AVAILABILITY OF UTILITIES:** Water and electricity are available at the job site and may be utilized by the contractor, at no cost, in quantities necessary to perform the work required. The contractor will be responsible for all necessary temporary connections and for disconnection of same upon completion of the work.
7. **LOCATION OF WORK:** On site work is required; however, in the event that is not feasible, authorization will be obtained from the COR, who will complete DD Form 1149 for equipment removed from the installation. Contractor's signature on the form will serve to hold the contractor liable for any and all loss or damage to such equipment while in the contractor's possession. Contractor shall load and unload equipment at his/her expense. The contractor will notify the COR when equipment will be off-site for a duration exceeding seven calendar days. The COR will coordinate with DeCA HQ COE DOG if backup equipment is not readily available at the store and determine a plan of action.
8. **CLEANUP:** Upon completion of services, the contractor is required to clean-up the workspace and remove and dispose of any parts and debris, returning the work area to the condition it was in prior to start of work.
9. **EQUIPMENT:** Equipment covered by this contract for maintenance and repair shall consist of all equipment identified below. Types of equipment may be added to or deleted from this contract by mutual agreement of the contractor and the Contracting Officer and shall be in writing via modification to this contract. Note: Some stores may not have all types of equipment listed below.

- A. PM & Repair:
 - Floor Scrubbers
 - Floor Sweepers
 - Balers
 - Forklifts
 - Electric Pallet Jacks
 - Stock Selectors
 - Lawn Tractors
 - Tractors

- B. Repair Only:
 - Burnishers
 - Cart Retrievers
 - Handicap Carts
 - Pallet Wrappers
 - Power Washers
 - Scissor Lifts
 - Personal Elevators
 - Snow Blowers

For purposes of coverage, equipment will not be identified by make, model, and serial number. However, for purposes of verification of work, this information shall be included on contractor service tickets. The government will not reimburse services performed outside the dates or scope of this contract.

- 10. PREVENTIVE MAINTENANCE:** PM consists of a complete operational check and service or repair of all equipment to ensure it is maintained in proper operating condition according to Original Equipment Manufacturer's (OEM) specifications and appropriate manufacturers' manuals. PM work shall include repairing, cleaning, lubricating, oiling, aligning, adjusting, and replacing of parts where needed, to keep the equipment in good serviceable condition. Major deficiencies or required repairs discovered during PM procedures, will be brought to the attention of the COR, who will advise the contractor as to whether to complete the repairs. Major deficiencies or repairs are defined as those over \$250.

Within 30 days after contract award, the contractor shall schedule PM for all equipment requiring PM. Afterwards, PM shall be conducted as identified in the attached checklists. As stated in paragraph 5, the date/time of work performed will be coordinated with the COR. The COR may request an alternate date for PM within the quarter; however, he may not deny performance of the PM.

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

PM checklist is provided as attached for each type of equipment covered. A copy of this checklist including any additional work performed at the time of preventative maintenance will be completed and signed by the contractor and the COR at time of service. The contractor will be responsible for maintaining these with all other records for each piece of equipment covered by this contract.

- 11. LOAD TEST AND CERTIFICATION:** For all lift capable equipment, a selective inspection and either a load test or other appropriate proof test and certification shall be made after adjustment, repair, replacement, or alteration/modification of a load bearing or load controlling part or component. The load test or other appropriate proof test need only be performed where the adjustment, repair, replacement or alteration/modification if not performed correctly, could result in dropping, uncontrolled shifting, or movement of the load. If holding strength is a function of the parts or components affected by the maintenance work, a load

test and certification shall be performed. The Contractor shall maintain records on completed load testing and certifications and shall make available to the Contracting Officer or COR for review on request.

12. SERVICE CALLS AND REPAIR PARTS: Service calls shall be made as deemed necessary by the COR to repair the equipment and return it to normal operating condition. If more than one technician is required, contractor shall state in the estimate and have it approved before work is performed.

- A. Contractor shall respond to routine service calls within 8 working hours after receiving notification by the COR and shall perform necessary service on equipment within 24 hours. Such service shall be completed during the regular duty hours.
- B. Contractor shall respond to emergency service calls within 2 hours and perform repairs within four 4 hours of receiving the call. An emergency service call is defined as an equipment failure which would interrupt critical commissary operations and in which no backup equipment is available at the commissary. The COR may request that the contractor provide service outside the hours covered by the Regular Hourly Rate based on an assessment of the situation and its impact on the commissary operation and shall pay the Overtime Hourly Rate for work outside the defined regular hours. The Regular Hourly Rate shall be paid for emergency calls during regular hours. The COR will advise the contractor if the call is an emergency at the time the service call is placed.
- C. Prior to commencing repair work, the contractor will provide the COR with a written cost estimate, listing the estimated number of labor hours per technician, parts cost, mark-up and will proceed only upon approval of the COR. For estimates over \$1,000, the COR will coordinate with DeCA HQ CoE DOG to determine if the repairs are authorized. The COR can authorize repairs up to \$1,000 without consulting DeCA HQ CoE DOG. However, if the same piece of equipment requires a combination of repairs that total over \$1,000 during a one-month period, the COR shall coordinate with DeCA HQ CoE DOG.

The contractor will advise the COR of the anticipated completion time of the repairs. If the repair will take longer than two (2) workdays, the contractor will be required to provide the COR a written justification for the delay and an estimated date of completion. In the event that the repair requires non-standard or non-stocked repair parts, the parts shall be ordered to allow for completion of the total repair within 10 calendar days of notification of the service call.

The contractor will immediately notify the COR if, during the work, it is anticipated that actual repair costs will exceed the estimate by more than 20%. The Contractor shall advise the COR of any equipment whose repair cost estimate exceeds fair market value.

- D. In an event where the contractor is called to the location to provide an estimate, the costs for labor hours exhausted on site to provide the estimate will be paid at time of estimate. However, if the contractor provides the service which was quoted, the estimate charge will be deducted from the total cost of that service.

13. ACCEPTANCE/CORRECTION OF WORK: All work performed under this contract shall be subject to the acceptance of the COR or designated inspector. If performance is found to be unsatisfactory and not in accordance with the requirements of this contract, the contractor shall begin correcting unsatisfactory work as soon as possible but not later than the first three (3) hours of the following regularly scheduled government workday. Correction of work is performed at the expense of the contractor.

14. PARTS AND MATERIALS: Costs for parts and materials which are less than \$5.00 shall be absorbed within the overhead of the loaded hourly rate, and not be invoiced separately. Parts and materials valued at greater than \$5.00 shall be itemized and invoiced under the Repair Parts contract line item. Parts and materials shall be broken out and invoiced to show supplier cost and markup rate separately. The contractor shall be reimbursed by the Government for the parts/supplies at the contractor's net price as stated in the invoice from the respective

supplier plus the negotiated markup. A copy of the supplier's purchase invoice for individual replacement parts shall be provided to the Contracting Officer on request.

Rebuilt assemblies may only be used with prior approval of the COR when it is a standard industry practice and the rebuilt assembly or subassembly carries the same manufacturer's or re-manufacturer's warranty as a new assembly or subassembly. Parts or components damaged by the contractor shall be repaired or replaced at the expense of the contractor to the satisfaction of the Contracting Officer or COR.

- 15. WARRANTY:** The contractor agrees that the materials and services furnished under this contract shall be covered by the most favorable commercial warranties the contractor provides to customers for such materials and services, but if not otherwise specified, not less than a minimum of ninety (90) days warranty. The contractor agrees that the rights and remedies provided herein are in addition to and do not limit any rights afforded to the government by any other clause of this contract. Repairs covered under this warranty will be accomplished at no cost to the government.

The COR will provide a copy of the warranty and expiration date to the contractor and to DeCA HQ CoE DOG. PM and/or repairs of equipment under warranty will be covered by this contract if authorized by the warranty, to be billed as stated in part 5. Upon expiration of the warranty, the equipment will be covered by this contract.

The contractor is responsible to notify the COR if repairs covered under warranty need to occur. The COR will coordinate with DeCA HQ CoE DOG for these repairs. Prior to performing repairs on equipment covered by a warranty, the contractor shall coordinate with the Manufacturer's representative to obtain written authorization to perform such services at no additional charge to the government.

- 16. COMPLIANCE WITH ENVIRONMENTAL PROTECTION AGENCY (EPA) AND ASSOCIATED FEES:** Under Executive Order 13101, the contractor shall comply with all applicable EPA guidelines and procedures during the performance of this contract. The contractor shall, without additional effort by or cost to the Government, maintain and acquire all permits in accordance with local, state, and federal regulations. The Government does not assume liability or responsibility for the Contractor's compliance or noncompliance with such responsibilities. Environmental fees associated with disposal of materials or parts in performance of maintenance and repair shall be reimbursed under the Repair Parts line item.
- 17. SERVICE TICKET:** The contractor will furnish a completed service ticket for each repair or maintenance provided. Service tickets shall list all work performed; the make, model and serial number of the equipment; and all parts used. This data shall also be provided to the Contracting Officer in an Excel spreadsheet, or other approved format, every three months. The service ticket must also include the date and time the contractor began and completed service. A signature of the COR shall validate the service described on the ticket. A copy of each service ticket shall be submitted with invoice to the COR.
- 18. INVOICES:** DeCA is currently transitioning to Wide Area Work Flow (WAWF). Contractor shall invoice in WAWF as each service is performed. Each Commissary will receive in WAWF-RA. Information about WAWF can be obtained from <https://wawf.eb.mil/>.

MAINTENANCE TASK LIST				
TYPE OF EQUIPMENT: FLOOR SCRUBBER/SWEEPER				
TASK	FREQUENCY			NOTES
	EVERY THREE MONTHS	EVERY SIX MONTHS	EVERY TWELVE MONTHS	
1 Lube chassis	N/A	X	X	1
2 Hydraulic systems		X	X	2
3 Air cleaner		X	X	3
4 Lights and lenses		X	X	4
5 Safety inspection		X	X	4
6 Adjust belts, brooms	N/A	X	X	6
7 Clean hopper		X	X	5
8 Check operation		X	X	6
9 Battery		X	X	2

- NOTES:
- 1 Lubricate add grease per manufacturers specifications
 - 2 Clean machine of dirt and grime; check and fill battery electrolyte, check cables and connections for damage; check hydraulic system for leaks and defective components and fill reservoir. Change hydraulic oil if contaminated.
 - 3 Check air system for proper operation/defective components.
 - 4 Check all components which are safety related; inspect all lights and lenses for proper operation and damage.
 - 5 Clean compartment with compressed air.
 - 6 Adjust all belts and brooms for proper operation; operational test run to ensure equipment is functioning properly.

MAINTENANCE TASK LIST			
TYPE OF EQUIPMENT: BALER			
TASK	FREQUENCY		
	EVERY THREE MONTHS	EVERY TWELVE MONTHS	NOTES
1 Electric motor-grease with one pump of grease. (Caution: Do not over grease the Motor.)		X	
2 Inspect the high pressure reached on each gauge.	X		
3 Inspect and grease lower door hinges and lock assembly with a needlepoint grease gun.	X		
4 Inspect all nuts and bolts.	X		
5 Inspect and check hydraulic reservoir for proper oil levels with the cylinder fully retracted.	X		
6 Inspect the power unit.	X		
7 Inspect all safety guards and access covers.	X		
8 Check oil levels.	X		
9 Inspect material in heat exchanger.	X		
10 Inspect thickness of feed chamber left, center, right, forward, middle and back.	X		
11 Inspect the main ram for wear and tear.	X		
12 Inspect bale chamber for problems	X		
13 Inspect the main and ejections cylinders for leaks and other problems.	X		

NOTES:

NONE

MAINTENANCE TASK LIST				
TYPE OF EQUIPMENT: FORKLIFT, DIESEL, 4,000 - 25,000 LB, CAP, PRT				
TASK	FREQUENCY			NOTES
	EVERY THREE MONTHS	EVERY SIX MONTHS	EVERY TWELVE MONTHS	
1 Lubricate chassis, mast and carriage		X	X	1
2 Antifreeze		X	X	2
3 Wheel bearings		X	X	3
4 Engine oil and filter		X	X	4
5 Fuel filter		X	X	4
6 Hydraulic system and filter		X	X	4
7 Air cleaner		X	X	4
8 Gear boxes		X	X	5
9 Lights and lenses		X	X	6
10 Fuel filter, AUXs		X	X	
11 Brakes		X	X	5
12 Transmission		X	X	
13 Safety inspection		X	X	6
14 Operational check		X	X	6
15 Battery		X	X	5
16 Check valve lash and compression		X	X	
17 Tighten ball joints		X	X	
18 Tires		X	X	7
19 Chains, check and adjust		X	X	9

NOTES:

- 1 Lube all points.
- 2 Top off; change if contaminated.
- 3 Repack, inspect.
- 4 Change oil, fuel, hydraulic system filters and clean/change air filters; change engine oil; check hydraulic oil system lines/hoses and reservoirs and top-off.
- 5 Check levels; add as required; remove excess acid residue buildup and clean battery surface; check brake lines, connections for leaks and change fluid if contaminated; check brake wear. Replace seals/gaskets as required.
- 6 Inspect all safety related components and repair damaged; check and repair lights/lenses; check pintle hook for damage; perform operational run for proper operation of all systems.
- 7 Check pressure and wear on pneumatic rubber tires (PRT); check for excessive wear and damage to solid rubber tires (SRT).
- 8 Check linkage for damage; adjust to manufacturers specification.

MAINTENANCE TASK LIST			
TYPE OF EQUIPMENT: FORKLIFT, ELECTRIC (ALL)			
TASK	FREQUENCY		
	EVERY SIX MONTHS	EVERY TWELVE MONTHS	NOTES
1 Lube chassis	X	X	N/A
2 Wheel bearings	N/A	X	1
3 Check motor brushes	X	X	N/A
4 check contact points	X	X	2
5 Hydraulic system and filter	X	X	3
6 Electric motor	X	X	2
7 Lights and lenses	X	X	4
8 Brakes	X	X	5
9 Safety inspection	X	X	4
10 Load test	N/A	N/A	4
11 Operational check	X	X	6
12 Battery	X	X	7
13 Lift chains	X	X	4, 6

NOTES:

- 1 Inspect and repack; replace necessary seals/gaskets.
- 2 Inspect for burned, pitted or damage; replace if defective. Clean and check electric motor.
- 3 Inspect lines/hoses for damage or leaks. Clean/replace filter annually. Change hydraulic oil if contaminated. Top off reservoir.
- 4 Load test in accordance with CFR 29, part 1910.
- 5 Check for wear; check for proper operation; inspect for damaged, worn or broken parts; replace necessary seals and gaskets.
- 6 Inspect all safety related components and repair damaged. Check and repair lights/lenses. Check brakes and brake pedal. Check emergency brake. Check fire extinguisher perform operational run for proper operation of all systems. All repairs required by virtue of a safety inspection, shall be accomplished under remedial maintenance.
- 7 Top off electrolyte levels. Check cables/connectors for damage. Clean off exterior of batteries and remove all acid build-up.

MAINTENANCE TASK LIST				
TYPE OF EQUIPMENT: FORKLIFT, GAS , PROPANE				
TASK	FREQUENCY			NOTES
	EVERY THREE MONTHS	EVERY SIX MONTHS	EVERY TWELVE MONTHS	
1 Lubricate chassis	X	X	X	1
2 Antifreeze	X	X	X	2
3 Wheel bearings	N/A	X	X	3
4 Engine oil and filter	X	X	X	4
5 Fuel filter	X	X	X	4
6 Hydraulic system and filter	N/A	X	X	4
7 Air cleaner	X	X	X	4
8 Gear boxes	N/A	X	X	5
9 Lights and lenses	N/A	X	X	6
10 Tune engine	N/A	X	X	
11 Brakes	X	X	X	5
12 Transmission	N/A	X	X	9
13 Safety inspection	X	X	X	6
14 Operational check	X	X	X	6
15 Battery	X	X	X	5
16 Check valve lash and compression	N/A	X	X	
17 Tighten ball joints	N/A	X	X	
18 Tires	N/A	X	X	7
19 Mast and carriage	X	X	X	8

NOTES:

- 1 Lube all points.
- 2 Top off; change if contaminated.
- 3 Repack, inspect.
- 4 Change oil, fuel, hydraulic system filters and clean/change air filters; change engine oil; check hydraulic oil system lines/hoses and reservoirs and top-off.
- 5 Check levels; add as required; remove excess acid residue buildup and clean battery surface; check brake lines, connections for leaks and change fluid if contaminated; check brake wear. Replace seals/gaskets as required.
- 6 Inspect all safety related components and repair damaged; check and repair lights/lenses; perform operational run for proper operation of all systems.
- 7 Check pressure and wear on pneumatic rubber tires (PRT); check for excessive wear and damage to solid rubber tires (SRT).
- 8 Check linkage for damage; adjust to manufacturers specification.

MAINTENANCE TASK LIST			
TYPE OF EQUIPMENT: PALLET JACK ELECTRIC, ALL			
TASK	FREQUENCY		
	EVERY SIX MONTHS	EVERY TWELVE MONTHS	NOTES
1 Lubrication		X	1
2 Electric motor		X	2
3 Tires		X	3
4 Battery		X	4
5 Brakes		X	5
6 Safety check		X	6

NOTES:

- 1 Lube all points, per manufacturer specifications.
- 2 Check wire connections for damage; clean residue from motor.
- 3 Inspect for damage.
- 4 Check connections for damage, top-off electrolyte level and remove acid residue.
- 5 Check for proper operation and damage or defects.
- 6 Inspect all safety related components for proper operation and damage.

MAINTENANCE TASK LIST			
TYPE OF EQUIPMENT: STOCK SELECTORS			
TASK	FREQUENCY		
	EVERY SIX MONTHS	EVERY TWELVE MONTHS	NOTES
1 Lube chassis	X	X	N/A
2 Wheel bearings	N/A	X	1
3 Check motor brushes	X	X	N/A
4 Check contact points	X	X	2
5 Hydraulic system and filter	X	X	3
6 Electric motor	X	X	2
7 Lights and lenses	X	X	4
8 Brakes	X	X	5
9 Safety inspection	X	X	4
10 Load test	N/A	N/A	4
11 Operational check	X	X	6
12 Battery	X	X	7
13 Lift chains	X	X	4, 6

NOTES:

- 1 Inspect and repack; replace necessary seals/gaskets.
- 2 Inspect for burned, pitted or damage; replace if defective. Clean and check electric motor.
- 3 Inspect lines/hoses for damage or leaks. Clean/replace filter annually. Change hydraulic oil if contaminated. Top off reservoir.
- 4 Load test in accordance with CFR 29, part 1910.
- 5 Check for wear; check for proper operation; inspect for damaged, worn or broken parts; replace necessary seals and gaskets.
- 6
Inspect all safety related components and repair damaged. Check and repair lights/lenses. Check brakes and brake pedal. Check emergency brake. Check fire extinguisher perform operational run for proper operation of all systems. All repairs required by virtue of a safety inspection, shall be accomplished under remedial maintenance.
- 7 Top off electrolyte levels. Check cables/connectors for damage. Clean off exterior of batteries and remove all acid build-up.

MAINTENANCE TASK LIST			
TYPE OF EQUIPMENT: TRACTOR/LAWN TRACTOR			
TASK	FREQUENCY		
	EVERY SIX MONTHS	EVERY TWELVE MONTHS	NOTES
1 Lubricate chassis	X	X	1
2 Antifreeze	X	X	2
3 Wheel bearings	N/A	X	3
4 Engine oil and filter	X	X	4
5 Fuel Filter	N/A	X	4
6 Air cleaner	X	X	4
7 Brakes	X	X	5
8 Battery	X	X	5
9 Safety inspection	X	X	4

<p>NOTES:</p> <p>1 Lube all points.</p> <p>2 Top off; change if contaminated. No applicable to lawn tractors</p> <p>3 Steering axle(s) only; inspect, clean adjust and repack.</p> <p>4 Change oil, fuel filter(s) and clean air filters semi-annually and change annually.</p> <p>5 Check levels, add fluid as required; remove excess acid residue build up and clean battery surface; check brake lines and connections for leaks and change fluid if contaminated; check brake wear and adjust as required.</p> <p>6 Inspect all safety related components and repair any damage; check and repair lights/lenses; check pintle hook for damage.</p> <p>7 Check pressure and wear on pneumatic rubber tires (PRT); check for excessive wear.</p>

EQUIPMENT LIST

Equipment List:

Quantities listed below are an estimate and may change during the life of this contract.

Electric forklift	5
Gas forklift	2
Walkie Plt Jack	4
Reach & Tier	14
Cardboard Baler	3
Scissor Lift	1
Floor Scrubbers	1
Electric Handicap Carts	9
Pressure Washers	1

ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
0001	Fort Buchanan Commissary - Base Year FFP Period of Performance: September 1, 2010 - 8/31/11 FOB: Destination				\$0.00

				ESTIMATED NET AMT	\$0.00
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ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
0001AA	Fort Buchanan MHE - Regular Hours FFP FOB: Destination PURCHASE REQUEST NUMBER: HQCSKU92952700000	1,236	Each	\$49.00	\$60,564.00

				ESTIMATED NET AMT	\$60,564.00
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	ACRN AA CIN: HQCSKU929527000000001				\$60,564.00
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ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
0001AB	Fort Buchanan MHE - Overtime Hours FFP FOB: Destination PURCHASE REQUEST NUMBER: HQCSKU92952700000	479	Each	\$57.00	\$27,303.00

ESTIMATED NET AMT \$27,303.00

ACRN AA \$27,303.00
CIN: HQCSKU929527000000002

ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
0001AC	Fort Buchanan MHE - Repair Parts FFP PARTS SHALL BE INVOICED AT COST PLUS THE PERCENTAGE INDICATED BELOW: MARK-UP ON PARTS: 60% FOB: Destination PURCHASE REQUEST NUMBER: HQCSKU92952700000	5,000	Lot	\$1.00	\$5,000.00

ESTIMATED NET AMT \$5,000.00

ACRN AA \$5,000.00
CIN: HQCSKU929527000000003

ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
1001 OPTION	Fort Buchanan Commissary - Option year 1 FFP Period of Performance: 9/1/11 - 8/31/12 FOB: Destination				\$0.00

				ESTIMATED NET AMT	\$0.00
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ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
1001AA OPTION	Fort Buchanan MHE - Regular Hours FFP FOB: Destination	1,236	Each	\$49.00	\$60,564.00

				ESTIMATED NET AMT	\$60,564.00
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ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
1001AB OPTION	Fort Buchanan MHE - Overtime Hours FFP FOB: Destination	479	Each	\$57.00	\$27,303.00

				ESTIMATED NET AMT	\$27,303.00
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ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
1001AC OPTION	Fort Buchanan MHE - Repair Parts FFP PARTS SHALL BE INVOICED AT COST PLUS THE PERCENTAGE INDICATED BELOW: MARK-UP ON PARTS: 60%	5,000	Lot	\$1.00	\$5,000.00
	FOB: Destination				

ESTIMATED NET AMT	\$5,000.00
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ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
2001 OPTION	Fort Buchanan Commissary - Option Year 2 FFP Period of Performance: 9/1/12 - 8/31/13 FOB: Destination				\$0.00

ESTIMATED NET AMT	\$0.00
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ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
2001AA OPTION	Fort Buchanan MHE - Regular Hours FFP FOB: Destination	1,236	Each	\$51.00	\$63,036.00

ESTIMATED
NET AMT

\$63,036.00

ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
2001AB OPTION	Fort Buchanan MHE - Overtime Hours FFP FOB: Destination	479	Each	\$60.00	\$28,740.00

ESTIMATED
NET AMT

\$28,740.00

ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
2001AC OPTION	Fort Buchanan MHE - Repair Parts FFP PARTS SHALL BE INVOICED AT COST PLUS THE PERCENTAGE INDICATED BELOW: MARK-UP ON PARTS: 60%	5,000	Lot	\$1.00	\$5,000.00
	FOB: Destination				

ESTIMATED NET AMT \$5,000.00

ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
3001 OPTION	Fort Buchanan Commissary - Option Year 3 FFP Period of Performance: 9/1/13 - 8/31/14 FOB: Destination				\$0.00

ESTIMATED NET AMT \$0.00

ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
3001AA OPTION	Fort Buchanan MHE - Regular Hours FFP FOB: Destination	1,236	Each	\$51.00	\$63,036.00

ESTIMATED NET AMT	\$63,036.00
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ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
3001AB OPTION	Fort Buchanan MHE - Overtime Hours FFP FOB: Destination	479	Each	\$60.00	\$28,740.00

ESTIMATED NET AMT	\$28,740.00
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ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
3001AC OPTION	Fort Buchanan MHE - Repair Parts FFP PARTS SHALL BE INVOICED AT COST PLUS THE PERCENTAGE INDICATED BELOW: MARK-UP ON PARTS: 60%	5,000	Lot	\$1.00	\$5,000.00
	FOB: Destination				

ESTIMATED NET AMT \$5,000.00

ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
4001 OPTION	Fort Buchanan Commissary - Option Year 4 FFP Period of Performance: 9/1/14 - 8/31/15 FOB: Destination				\$0.00

ESTIMATED NET AMT \$0.00

ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
4001AA OPTION	Fort Buchanan MHE - Regular Hours FFP FOB: Destination	1,236	Each	\$62.00	\$76,632.00

ESTIMATED NET AMT	\$76,632.00
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ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
4001AB OPTION	Fort Buchanan MHE - Overtime Hours FFP FOB: Destination	479	Each	\$63.00	\$30,177.00

ESTIMATED NET AMT	\$30,177.00
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ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
4001AC OPTION	Fort Buchanan MHE - Repair Parts FFP PARTS SHALL BE INVOICED AT COST PLUS THE PERCENTAGE INDICATED BELOW: MARK-UP ON PARTS: 60%	5,000	Lot	\$1.00	\$5,000.00
	FOB: Destination				

ESTIMATED
NET AMT \$5,000.00

ACCOUNTING AND APPROPRIATION DATA

AA: 97X816464000046073921100000002521SYE000HQCSKU92952700LPAE00S33181
 AMOUNT: \$92,867.00
 CIN HQCSKU929527000000001: \$60,564.00
 CIN HQCSKU929527000000002: \$27,303.00
 CIN HQCSKU929527000000003: \$5,000.00

CLAUSES INCORPORATED BY REFERENCE

52.204-4	Printed or Copied Double-Sided on Recycled Paper	AUG 2000
52.204-7	Central Contractor Registration	APR 2008
52.204-9	Personal Identity Verification of Contractor Personnel	SEP 2007
52.212-4	Contract Terms and Conditions--Commercial Items	MAR 2009
52.228-5	Insurance - Work On A Government Installation	JAN 1997
52.232-17	Interest	OCT 2008
52.237-2	Protection Of Government Buildings, Equipment, And Vegetation	APR 1984
52.242-13	Bankruptcy	JUL 1995
252.201-7000	Contracting Officer's Representative	DEC 1991
252.203-7002	Requirement to Inform Employees of Whistleblower Rights	JAN 2009
252.204-7004 Alt A	Central Contractor Registration (52.204-7) Alternate A	SEP 2007
252.204-7008	Export-Controlled Items	APR 2010
252.209-7004	Subcontracting With Firms That Are Owned or Controlled By The Government of a Terrorist Country	DEC 2006
252.232-7010	Levies on Contract Payments	DEC 2006
252.243-7001	Pricing Of Contract Modifications	DEC 1991

252.246-7000 Material Inspection And Receiving Report

MAR 2008

CLAUSES INCORPORATED BY FULL TEXT

52.204-4500 INSTALLATION ACCESS REQUIREMENTS (DEC 2001)

The contractor is responsible for ensuring compliance with installation access procedures for both personnel and vehicles.

52.209-8 UPDATES OF INFORMATION REGARDING RESPONSIBILITY MATTERS (APR 2010)

(a) The Contractor shall update the information in the Federal Awardee Performance and Integrity Information System (FAPIIS) on a semi-annual basis, throughout the life of the contract, by entering the required information in the Central Contractor Registration database at <http://www.ccr.gov> (see 52.204-7).

(b)(1) The Contractor will receive notification when the Government posts new information to the Contractor's record.

(2) The Contractor will have an opportunity to post comments regarding information that has been posted by the Government. The comments will be retained as long as the associated information is retained, i.e., for a total period of 6 years. Contractor comments will remain a part of the record unless the Contractor revises them.

(3) With the exception of the Contractor, only Government personnel and authorized users performing business on behalf of the Government will be able to view the Contractor's record in the system. Public requests for system information will be handled under Freedom of Information Act procedures, including, where appropriate, procedures promulgated under E.O. 12600.

(End of clause)

Addendum to 52-212-4 Terms and Conditions – Commercial Items.

ADMINISTRATIVE MODIFICATIONS: The government may issue unilateral written modifications that do not affect the substantive rights of the parties. Examples of administrative modifications are corrections in the payment office address or changes to the accounting and appropriation data.

INSPECTION AND ACCEPTANCE: Prior to payment, all work is subject to inspection and acceptance by the Government.

PAYMENT INFORMATION: Payment will be made using WAWF-RA, in one of the following electronic formats that WAWF-RA accepts: Electronic Data Interchange, Secure File Transfer Protocol, or World Wide Web input.

52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS--COMMERCIAL ITEMS (APR 2010)

(a) The Contractor shall comply with the following Federal Acquisition Regulation (FAR) clauses, which are incorporated in this contract by reference, to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

(1) 52.222-50, Combating Trafficking in Persons (FEB 2009) (22 U.S.C. 7104(g)).

Alternate I (Aug 2007) of 52.222-50 (22 U.S.C. 7104(g)).

(2) 52.233-3, Protest After Award (AUG 1996) (31 U.S.C. 3553).

(3) 52.233-4, Applicable Law for Breach of Contract Claim (OCT 2004) (Pub. L. 108-77, 108-78).

(b) The Contractor shall comply with the FAR clauses in this paragraph (b) that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items: (Contracting Officer check as appropriate.)

 X (1) 52.203-6, Restrictions on Subcontractor Sales to the Government (SEP 2006), with Alternate I (OCT 1995) (41 U.S.C. 253g and 10 U.S.C. 2402).

 (2) 52.203-13, Contractor Code of Business Ethics and Conduct (APR 2010)(Pub. L. 110-252, Title VI, Chapter 1 (41 U.S.C. 251 note)).

 (3) 52.203-15, Whistleblower Protections under the American Recovery and Reinvestment Act of 2009 (MAR 2009) (Section 1553 of Pub. L. 111-5). (Applies to contracts funded by the American Recovery and Reinvestment Act of 2009.)

 (4) 52.204-11, American Recovery and Reinvestment Act—Reporting Requirements (MAR 2009) (Pub. L. 111-5).

 (5) 52.219-3, Notice of Total HUBZone Set-Aside (Jan 1999) (15 U.S.C. 657a).

 (6) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (JUL 2005) (if the offeror elects to waive the preference, it shall so indicate in its offer) (15 U.S.C. 657a).

 (7) [Reserved].

 X (8)(i) 52.219-6, Notice of Total Small Business Set-Aside (JUNE 2003) (15 U.S.C. 644).

 (ii) Alternate I (OCT 1995) of 52.219-6.

 (iii) Alternate II (MAR 2004) of 52.219-6.

 (9)(i) 52.219-7, Notice of Partial Small Business Set-Aside (JUNE 2003) (15 U.S.C. 644).

- (ii) Alternate I (OCT 1995) of 52.219-7.
- (iii) Alternate II (MAR 2004) of 52.219-7.
- (10) 52.219-8, Utilization of Small Business Concerns (MAY 2004) (15 U.S.C. 637 (d)(2) and (3)).
- (11)(i) 52.219-9, Small Business Subcontracting Plan (APR 2008) (15 U.S.C. 637(d)(4)).
- (ii) Alternate I (OCT 2001) of 52.219-9
- (iii) Alternate II (OCT 2001) of 52.219-9.
- (12) 52.219-14, Limitations on Subcontracting (DEC 1996) (15 U.S.C. 637(a)(14)).
- (13) 52.219-16, Liquidated Damages--Subcontracting Plan (JAN 1999) (15 U.S.C. 637(d)(4)(F)(i)).
- (14)(i) 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns (OCT 2008) (10 U.S.C. 2323) (if the offeror elects to waive the adjustment, it shall so indicate in its offer).
- (ii) Alternate I (JUNE 2003) of 52.219-23.
- (15) 52.219-25, Small Disadvantaged Business Participation Program--Disadvantaged Status and Reporting (APR 2008) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).
- (16) 52.219-26, Small Disadvantaged Business Participation Program--Incentive Subcontracting (OCT 2000) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).
- (17) 52.219-27, Notice of Total Service-Disabled Veteran-Owned Small Business Set-Aside (MAY 2004) (U.S.C. 657 f).
- (18) 52.219-28, Post Award Small Business Program Rerepresentation (APR 2009) (15 U.S.C. 632(a)(2)).
- (19) 52.222-3, Convict Labor (JUNE 2003) (E.O. 11755).
- (20) 52.222-19, Child Labor--Cooperation with Authorities and Remedies (AUG 2009) (E.O. 13126).
- (21) 52.222-21, Prohibition of Segregated Facilities (FEB 1999).
- (22) 52.222-26, Equal Opportunity (MAR 2007) (E.O. 11246).

(23) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (SEP 2006) (38 U.S.C. 4212).

(24) 52.222-36, Affirmative Action for Workers with Disabilities (JUN 1998) (29 U.S.C. 793).

(25) 52.222-37, Employment Reports on Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (SEP 2006) (38 U.S.C. 4212).

(26) 52.222-54, Employment Eligibility Verification (JAN 2009). (Executive Order 12989). (Not applicable to the acquisition of commercially available off-the-shelf items or certain other types of commercial items as prescribed in 22.1803.)

(27) (i) 52.223-9, Estimate of Percentage of Recovered Material Content for EPA-Designated Items (MAY 2008) (42 U.S.C. 6962(c)(3)(A)(ii)). (Not applicable to the acquisition of commercially available off-the-shelf items.)

(ii) Alternate I (MAY 2008) of 52.223-9 (42 U.S.C. 6962(i)(2)(c)). (Not applicable to the acquisition of commercially available off-the-shelf items.)

(28) 52.223-15, Energy Efficiency in Energy-Consuming Products (DEC 2007) (42 U.S.C. 8259b)

(29)(i) 52.223-16, IEEE 1680 Standard for the Environmental Assessment of Personal Computer Products (DEC 2007) (E.O. 13423)

(ii) Alternate I (DEC 2007) of 52.223-16. .

(30) 52.225-1, Buy American Act--Supplies (JUNE 2003) (41 U.S.C. 10a-10d).

(31)(i) 52.225-3, Buy American Act--Free Trade Agreements--Israeli Trade Act (JUN 2009) (41 U.S.C. 10a-10d, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note, 19 U.S.C. 3805 note, Pub. L. 108-77, 108-78, 108-286, 108-302, 109-53, 109-169, 109-283, and 110-138).

(ii) Alternate I (JAN 2004) of 52.225-3.

(iii) Alternate II (JAN 2004) of 52.225-3.

(32) 52.225-5, Trade Agreements (AUG 2009) (19 U.S.C. 2501, et seq., 19 U.S.C. 3301 note).

(33) 52.225-13, Restrictions on Certain Foreign Purchases (JUN 2008) (E.O.'s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).

___ (34) 52.226-4, Notice of Disaster or Emergency Area Set-Aside (Nov 2007) (42 U.S.C. 5150).

___ (35) 52.226-5, Restrictions on Subcontracting Outside Disaster or Emergency Area (Nov 2007) (42 U.S.C. 5150).

___ (36) 52.232-29, Terms for Financing of Purchases of Commercial Items (FEB 2002) (41 U.S.C. 255(f), 10 U.S.C. 2307(f))

___ (37) 52.232-30, Installment Payments for Commercial Items (OCT 1995) (41 U.S.C. 255(f), 10 U.S.C. 2307(f)).

(38) 52.232-33, Payment by Electronic Funds Transfer--Central Contractor Registration (OCT 2003) (31 U.S.C. 3332).

___ (39) 52.232-34, Payment by Electronic Funds Transfer--Other than Central Contractor Registration (MAY 1999) (31 U.S.C. 3332)

___ (40) 52.232-36, Payment by Third Party (FEB 2010) (31 U.S.C. 3332).

___ (41) 52.239-1, Privacy or Security Safeguards (AUG 1996) (5 U.S.C. 552a).

___ (42)(i) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (FEB 2006) (46 U.S.C. Appx 1241(b) and 10 U.S.C. 2631).

___ (ii) Alternate I (APR 2003) of 52.247-64.

(c) The Contractor shall comply with the FAR clauses in this paragraph (c), applicable to commercial services, that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items: (Contracting Officer check as appropriate.)

(1) 52.222-41, Service Contract Act of 1965 (Nov 2007) (41 U.S.C. 351, et seq.).

___ (2) 52.222-42, Statement of Equivalent Rates for Federal Hires (MAY 1989) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).

(3) 52.222-43, Fair Labor Standards Act and Service Contract Act--Price Adjustment (Multiple Year and Option Contracts) (SEP 2009) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).

____ (4) 52.222-44, Fair Labor Standards Act and Service Contract Act--Price Adjustment (SEP 2009) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.)

____ (5) 52.222-51, Exemption from Application of the Service Contract Act to Contracts for Maintenance, Calibration, or Repair of Certain Equipment--Requirements (Nov 2007) (41 U.S.C. 351, et seq.).

____ (6) 52.222-53, Exemption from Application of the Service Contract Act to Contracts for Certain Services--Requirements (FEB 2009) (41 U.S.C. 351, et seq.).

____ (7) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations (Mar 2009) (Pub. L. 110-247).

____ (8) 52.237-11, Accepting and Dispensing of \$1 Coin (SEP 2008)(31 U.S.C. 5112(p)(1)).

(d) Comptroller General Examination of Record. The Contractor shall comply with the provisions of this paragraph (d) if this contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, and does not contain the clause at 52.215-2, Audit and Records--Negotiation.

(1) The Comptroller General of the United States, or an authorized representative of the Comptroller General, shall have access to and right to examine any of the Contractor's directly pertinent records involving transactions related to this contract.

(2) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR Subpart 4.7, Contractor Records Retention, of the other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.

(3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This does not require the Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.

(e) (1) Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c), and (d) of this clause, the Contractor is not required to flow down any FAR clause, other than those in this paragraph (e)(1) in a subcontract for commercial items. Unless otherwise indicated below, the extent of the flow down shall be as required by the clause—

(i) 52.203-13, Contractor Code of Business Ethics and Conduct (APR 2010) (Pub. L. 110-252, Title VI, Chapter 1 (41 U.S.C. 251 note).

(ii) 52.219-8, Utilization of Small Business Concerns (May 2004) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$550,000 (\$1,000,000 for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

(iii) Reserved.

- (iv) 52.222-26, Equal Opportunity (MAR 2007) (E.O. 11246).
 - (v) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (SEP 2006) (38 U.S.C. 4212).
 - (vi) 52.222-36, Affirmative Action for Workers with Disabilities (June 1998) (29 U.S.C. 793).
 - (vii) Reserved.
 - (viii) 52.222-41, Service Contract Act of 1965 (Nov 2007) (41 U.S.C. 351, et seq.).
 - (ix) 52.222-50, Combating Trafficking in Persons (FEB 2009) (22 U.S.C. 7104(g)).
 - Alternate I (AUG 2007) of 52.222-50 (22 U.S.C. 7104(g)).
 - (x) 52.222-51, Exemption from Application of the Service Contract Act to Contracts for Maintenance, Calibration, or Repair of Certain Equipment--Requirements (Nov 2007) (41 U.S.C. 351, et seq.).
 - (xi) 52.222-53, Exemption from Application of the Service Contract Act to Contracts for Certain Services--Requirements (FEB 2009) (41 U.S.C. 351, et seq.).
 - (xii) 52.222-54, Employment Eligibility Verification (JAN 2009).
 - (xiii) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations. (MAR 2009) (Pub. L. 110-247). Flow down required in accordance with paragraph (e) of FAR clause 52.226-6.
 - (xiv) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (FEB 2006) (46 U.S.C. Appx 1241(b) and 10 U.S.C. 2631). Flow down required in accordance with paragraph (d) of FAR clause 52.247-64.
- (2) While not required, the contractor May include in its subcontracts for commercial items a minimal number of additional clauses necessary to satisfy its contractual obligations.

(End of clause)

52.217-4500 OPTION TO EXTEND CONTRACT DELIVERY (AUG 2004)

The Government may require continued delivery of any supplies within the limits and at the prices specified in the contract. This option provision may be exercised more than once, but the total extension of the delivery period hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by written notice to the Contractor prior to expiration of the contract delivery period.

(End of Clause)

52.217-4501 FAR 52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT (JUL 2003)

a. The Government may extend the term of this contract by written notice to the Contractor at least 25 days prior to expiration of the current contract period; provided, that the Government shall give the Contractor a preliminary

written notice of its intent to extend at least 60 calendar days before the contract expires. The preliminary notice does not commit the Government to an extension.

- b. If the Government exercises this option, the extended contract shall be considered to include this option provision.
- c. The total duration of this contract, including the exercise of any options under this clause, shall not exceed 60 months.

52.222-42 STATEMENT OF EQUIVALENT RATES FOR FEDERAL HIRES (MAY 1989)

In compliance with the Service Contract Act of 1965, as amended, and the regulations of the Secretary of Labor (29 CFR Part 4), this clause identifies the classes of service employees expected to be employed under the contract and states the wages and fringe benefits payable to each if they were employed by the contracting agency subject to the provisions of 5 U.S.C. 5341 or 5332.

THIS STATEMENT IS FOR INFORMATION ONLY: IT IS NOT A WAGE DETERMINATION

Employee Class Monetary Wage-Fringe Benefits

Electronic Industrial Controls Mechanic, 2606, WG-10/2, \$15.81

Automotive Mechanic, 5823, WG-10/2, \$15.81

Mobil Equipment Servicing, 5806, WG-6/2, \$12.83

Wage Determinations. The following wage determination is incorporated and applies to the base period of this contract and may be obtained at www.wdol.gov

Location – Wage Determination Number – Date

Puerto Rico- 2005-2462 – REV 11 – 06/15/10

(End of clause)

52.228-4500 LIABILITY TO THIRD PERSONS (APR 1997)

The contractor shall be responsible for and hold the Government harmless from all claims on the part of persons not a party to this contract for personal injury, death, and property loss or damage caused in whole or in part by the fault or negligence of the contractor, his officers, agents, or employees in the performance of work under this contract.

52.228-4501 VEHICLE OPERATION AND INSURANCE (DEC 2001)

a. All private-owned and Contractor-owned vehicles shall be properly licensed, insured and safety inspected in accordance with applicable federal, state and local regulations. The following automotive liability coverage is required:

(1) For Contractor-owned vehicles: Bodily injury \$200,000 per person, \$500,000 per occurrence; property damage \$20,000 per occurrence.

(2) For privately-owned vehicles: Bodily injury and property damage insurance meeting requirements of state in which vehicle is registered.

b. Vehicles licensed or registered in a state which requires a mechanical safety inspection must display a valid inspection sticker.

c. All vehicles operating at the installation are subject to the installation traffic code, copies of which are available in the office of the installation Provost Marshal.

252.212-7001 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS APPLICABLE TO DEFENSE ACQUISITIONS OF COMMERCIAL ITEMS (APR 2010)

(a) The Contractor agrees to comply with the following Federal Acquisition Regulation (FAR) clause which, if checked, is included in this contract by reference to implement a provision of law applicable to acquisitions of commercial items or components.

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

(b) The Contractor agrees to comply with any clause that is checked on the following list of Defense FAR Supplement clauses which, if checked, is included in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items or components.

(1) 252.203-7000, Requirements Relating to Compensation of Former DoD Officials (JAN 2009) (Section 847 of Pub. L. 110-181).

(2) 252.205-7000, Provision of Information to Cooperative Agreement Holders (DEC 1991) (10 U.S.C. 2416).

(3) 252.219-7003, Small Business Subcontracting Plan (DoD Contracts) (APR 2007) (15 U.S.C. 637).

(4) 252.219-7004, Small Business Subcontracting Plan (Test Program) (AUG 2008) (15 U.S.C. 637 note).

(5) 252.225-7001, Buy American Act and Balance of Payments Program (JAN 2009) (41 U.S.C. 10a-10d, E.O. 10582).

(6) 252.225-7008, Restriction on Acquisition of Specialty Metals (JUL 2009) (10 U.S.C. 2533b).

(7) 252.225-7009, Restriction on Acquisition of Certain Articles Containing Specialty Metals (JUL 2009) (10 U.S.C. 2533b).

(8) 252.225-7012, Preference for Certain Domestic Commodities (DEC 2008) (10 U.S.C. 2533a).

(9) 252.225-7015, Restriction on Acquisition of Hand or Measuring Tools (JUN 2005) (10 U.S.C. 2533a).

(10) 252.225-7016, Restriction on Acquisition of Ball and Roller Bearings (MAR 2006) (Section 8065 of Public Law 107-117 and the same restriction in subsequent DoD appropriations acts).

(11) (i) 252.225-7021, Trade Agreements (NOV 2009) (19 U.S.C. 2501-2518 and 19 U.S.C. 3301 note).

(ii) Alternate I (SEP 2008)

- (12) ___ 252.225-7027, Restriction on Contingent Fees for Foreign Military Sales (APR 2003) (22 U.S.C. 2779).
- (13) ___ 252.225-7028, Exclusionary Policies and Practices of Foreign Governments (APR 2003) (22 U.S.C. 2755).
- (14)(i) ___ 252.225-7036, Buy American Act--Free Trade Agreements--Balance of Payments Program (JUL 2009) (41 U.S.C. 10a-10d and 19 U.S.C. 3301 note).
- (ii) ___ Alternate I (JUL 2009) of 252.225-7036.
- (15) ___ 252.225-7038, Restriction on Acquisition of Air Circuit Breakers (JUN 2005) (10 U.S.C. 2534(a)(3)).
- (16) ___ 252.226-7001, Utilization of Indian Organizations, Indian-Owned Economic Enterprises, and Native Hawaiian Small Business Concerns (SEP 2004) (Section 8021 of Public Law 107-248 and similar sections in subsequent DoD appropriations acts).
- (17) ___ 252.227-7015, Technical Data--Commercial Items (NOV 1995) (10 U.S.C. 2320).
- (18) ___ 252.227-7037, Validation of Restrictive Markings on Technical Data (SEP 1999) (10 U.S.C. 2321).
- (19) X 252.232-7003, Electronic Submission of Payment Requests and Receiving Reports (MAR 2008) (10 U.S.C. 2227).
- (20) ___ 252.237-7019, Training for Contractor Personnel Interacting with Detainees (SEP 2006) (Section 1092 of Public Law 108-375).
- (21) X 252.243-7002, Requests for Equitable Adjustment (MAR 1998) (10 U.S.C. 2410).
- (22) ___ 252.247-7003, Pass-Through of Motor Carrier Fuel Surcharge Adjustment to the Cost Bearer (JUL 2009) (Section 884 of Public Law 110-417).
- (23)(i) X 252.247-7023, Transportation of Supplies by Sea (MAY 2002) (10 U.S.C. 2631).
- (ii) ___ Alternate I (MAR 2000) of 252.247-7023.
- (iii) ___ Alternate II (MAR 2000) of 252.247-7023.
- (iv) ___ Alternate III (MAY 2002) of 252.247-7023.
- (24) ___ 252.247-7024, Notification of Transportation of Supplies by Sea (MAR 2000) (10 U.S.C. 2631).
- (c) In addition to the clauses listed in paragraph (e) of the Contract Terms and Conditions Required to Implement Statutes or Executive Orders--Commercial Items clause of this contract (FAR 52.212-5), the Contractor shall include the terms of the following clauses, if applicable, in subcontracts for commercial items or commercial components, awarded at any tier under this contract:
- (1) 252.237-7019, Training for Contractor Personnel Interacting with Detainees (SEP 2006) (Section 1092 of Public Law 108-375).
- (2) 252.247-7003, Pass-Through of Motor Carrier Fuel Surcharge Adjustment to the Cost Bearer (JUL 2009) (Section 884 of Public Law 110-417).

(3) 252.247-7023, Transportation of Supplies by Sea (MAY 2002) (10 U.S.C. 2631).

(4) 252.247-7024, Notification of Transportation of Supplies by Sea (MAR 2000) (10 U.S.C. 2631).

(End of clause)

IMPORTANT NOTICE

Upon award of this contract, the Agency intends to make public the total contract award amount, as well as any awarded individual contract line item pricing (CLIN and Sub-CLIN), within the Agency's electronic reading room located @ www.commissaries.com.

Unexercised Option year prices will not be published.

This action is being taken to ensure contract award information is available to the general public, as it was in the past, pursuant to the President's January 21, 2009 memorandum regarding the Freedom of Information Act (FOIA).