

Solicitation Issue Date: March 2, 2016

Method of Solicitation: Request for Quotation (RFQ).

This is a combined synopsis/solicitation for commercial items prepared in accordance with the format in Subpart 12.6, as supplemented with additional information included in this notice. This announcement constitutes the only solicitation; quotes are being requested and a written solicitation will not be issued.

The solicitation and incorporated provisions and clauses are those in effect through the most current Federal Acquisition Circular FAC 2015-86.

North American Industry Classification (NAICS): 532120 (Truck, Utility Trailer, and RV (Recreational Vehicle) Rental and Leasing); Size Standard is \$35.5 Million

Set Aside: 100% small business set-aside.

General Information: The intent of this solicitation is to obtain quotes for refrigerated trailer rentals. See below for complete project description.

Provide quote by: 11:00 AM, Mountain Standard Time on March 15, 2016.

DOCUMENTS TO RETURN:

The following documents shall be submitted by the offeror for evaluation to be considered responsive:

Contractors wishing to submit a quote must include the following:

- Schedule of Items
- Experience Questionnaire
- Annual Representations & Certifications (page 11, 14 and page 22)
- Acknowledge Amendments per the instructions in Block 11 on the SF-30) **if applicable.**

Send quote to: Forest Service, East Side Acquisition Team (ESAT)

Attn: Sandra Dueck
1820 Meadowlark Lane
Butte, MT 59701
E-mail: sdueck@fs.fed.us

For solicitation questions call Sandra Dueck at (406) 490-0624

SCHEDULE OF ITEMS

SCHEDULE OF ITEMS: 2016 with one option year. Custer Gallatin National Forest: Refrigerated Trailer Rental:

- Powder River County, Montana, Custer Gallatin National Forest, Ashland Ranger District.
- Carter County, Montana, Custer Gallatin National Forest, Sioux Ranger District.

ITEM NUMBER	DESCRIPTION	*METHOD of MEASURE	**PAY UNIT	QTY	UNIT PRICE \$	TOTAL PRICE \$
Base Year – Ashland RD						
001	2016 Rental of One (1) Refrigerated Trailer [Fuel Tank shall be full upon delivery to Ashland Ranger District] <i>see Delivery Schedule below</i>	AQ	DAY	57		
002	Delivery/Pick Up - Item 001	LSQ	LS	1		
003	2016 Rental of One (1) Refrigerated Trailer [Fuel Tank shall be full upon delivery to Ashland Ranger District] <i>see Delivery Schedule below</i>	AQ	DAY	43		
004	Delivery/Pick Up - Item 003	LSQ	LS	1		
2017 Option Year – Sioux RD @ Ekalaka, MT						
005	2017 Rental of One (1) Refrigerated Trailer [Fuel Tank shall be full upon delivery to Ekalaka, MT] <i>see Delivery Schedule below</i>	AQ	DAY	57		
006	Delivery/Pick Up - Item 005	LSQ	LS	1		
007	2017 Rental of One (1) Refrigerated Trailer [Fuel Tank shall be full upon delivery to Ekalaka, MT] <i>see Delivery Schedule below</i>	AQ	DAY	43		
008	Delivery/Pick Up – Item 007	LSQ	LS	1		
TOTAL PRICE – ALL ITEMS						

*DESIGNATED METHOD OF MEASUREMENT	**PAY UNIT ABBREVIATIONS
AQ ----- Actual Quantity	DAY --- Day
LSQ ---- Lump Sum Quantity	LS ----- Lump Sum
EA ----- Each	

Special Notes:

1. In the event of an error in extending the quote prices, unit prices will govern, unless otherwise determined by the Contracting Officer, in accordance with applicable regulations.
2. Offers for Quantities less than those listed in the numbered items may be rejected.

Price quotation furnished by:

Name: _____ Phone: _____

Address: _____ Cell: _____

_____ FAX: _____

_____ E-Mail: _____

DUNS: _____ EIN: _____

STATEMENT OF WORK

DESCRIPTION AND LOCATION

a. Scope of Work: This acquisition is for the rental of two (2) refrigerated trailers, each having a start/stop motor, which will be used to store live tree seedlings during the 2016 and one Option Year tree planting seasons. The inside length of each trailer shall be a minimum of 45 feet. Trailers shall be delivered on March 21, 2016 to the following location: 1) Ashland Ranger District, Fort Howes Work Station – 1029 Hecker Loop, Ashland, MT 59003. The Contracting Officer Representative (COR) will identify the 2017 dates and delivery locations within the Custer National Forest in February 2017. The Option Year is for up to two refrigerated trailers.

b. Delivery Schedule: 2016 Delivery Schedule:

Refrigerated Trailer Units	Delivery Date	Approximate Time (weeks)	Tentative Pick-up Date
Item 001	3/21/2016	8	5/16/2016*
Item 003	3/21/2016	6	5/2/2016*

*Dates depend on weather and tree planting schedules.

c. Rental Requirements: The 2016 rental period will be approximately 8 weeks, depending on weather conditions for tree planting. The minimum temperature range of the refrigerated units shall be between 28 and 40 degrees Fahrenheit. All maintenance and repairs shall be covered in the rental price. ***Any necessary maintenance/repairs of refrigerated units shall be performed so that equipment is returned to use within 8 hours due to the storage requirement of keeping live tree seedlings cool. If live tree seedlings are not kept cool due to faulty equipment and lack of repairs to such equipment, the Contractor will be assessed actual damages in the amount of \$344.00 per thousand trees bareroot Ponderosa Pine, \$541.00 per thousand trees container Ponderosa Pine, and \$2850.00 per thousand trees D40 container chokecherry that are wasted.*** Fuel tanks shall be full upon delivery. A lump sum payment will be made at the end of the rental period based upon actual days used.

d. Start of Work: 2016 Rental period will begin 21 March 2016 for both coolers. Option period will be identified by the COR for the 2017.

e. Period of Performance: The Period of Performance is expected to be between 6 and 8 weeks.

f. Government Furnished Materials: It is the Contractor’s responsibility to provide trailers with fuel tanks that are full upon delivery. The Government will furnish fuel for the refrigeration units during the rental period; additionally, the Government will fill the fuel tanks upon completion of the rental period, prior to pick-up by the Contractor.

g. Transportation of Equipment: The transportation of equipment to and from the job shall be at the Contractor’s expense and included in the delivery/pick up of items in the Schedule (Items 002, 004, 006, and 008).

Invoicing/Payments. All payments are processed using The Invoice Processing Platform (IPP). This is a mandatory requirement initiated by the U.S. Department of Treasury and you can find more information at this website <https://www.ipp.gov/index.htm>. Please make sure that your company has registered at <https://www.ipp.gov/vendors/enrollment-vendors.htm> to establish your account.

The IPP Customer Support Desk is available to assist users Monday through Friday (excluding Federal holidays) from 8 a.m. to 6 p.m. ET, to answer questions related to accessing IPP or completing the registration process. Their toll-free number is 1-866-973-3131 or they can be reached at IPPCustomerSupport@fms.treas.gov. If you have any additional questions or concerns, please contact the Controller Operations Division Help Desk at 1-877-243-3072 or cod.help@usda.gov.

BIOBASED PRODUCTS

The contractor must comply with the Agriculture Act of 2014; the Food, Conservation and Energy Act of 2008 (FCEA), 7 U.S.C. 8102; the Farm Security and Rural Investment Act of 2002 (FSRIA), 7 U.S.C. 8102; the Federal Acquisition Regulation; Executive Order (EO) 13514, "Federal Leadership in Environmental, Energy and Economic Performance", dated October 2, 2009; EO 13423, "Strengthening Federal Environmental, Energy and Transportation Management", dated January 24, 2007; and Presidential Memorandum, "Driving Innovation and Creating Jobs in Rural America through Biobased and Sustainable Product Procurement," dated February, 2012 to provide biobased products.

All supplies and materials shall be of a type and quantity that conform to applicable Federal specifications and standards, and to the extent feasible and reasonable; include the exclusive use of biobased and recycled products.

The following is a list of categories for biopreferred products that are required for performance of this construction contract:

Equipment Lubricants, Hydraulic Fluids, Fuel Additives, Engine Oils, Office Products (Ink, paper, cleaning products)

For more information regarding the Department of Agriculture Biobased Program go to: <http://www.biopreferred.gov>

CONTRACT CLAUSES

52.252-2 Clauses Incorporated by Reference. (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es): <http://farsite.hill.af.mil/>

52.204-18 Commercial and Government Entity Code Maintenance. (NOV 2014)

52.212-4 - Contract Terms and Conditions—Commercial Items. (MAY 2015)

52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS--COMMERCIAL ITEMS (Feb 2016)

(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) **52.209-10**, Prohibition on Contracting with Inverted Domestic Corporations (Nov 2015).

(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)(Public Laws 108-77 and 108-78 (19 U.S.C. 3805 note)).

(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.]

- ___ (1) **52.203-6**, Restrictions on Subcontractor Sales to the Government (Sep 2006), with **Alternate I** (Oct 1995)(41 U.S.C. 4704 and 10 U.S.C. 2402).
- ___ (2) **52.203-13**, Contractor Code of Business Ethics and Conduct (Oct 2015) (41 U.S.C. 3509).
- ___ (3) **52.203-15**, Whistleblower Protections Under the American Recovery and Reinvestment Act of 2009 (Jun 2010) (Section 1553 of Pub. L. 111-5). (Applies to contracts funded by the American Recovery and Reinvestment Act of 2009.)
- ___ (4) **52.204-10**, Reporting Executive compensation and First-Tier Subcontract Awards (Oct 2015) (Pub. L. 109-282) (31 U.S.C. 6101 note).
- ___ (5) [Reserved]
- ___ (6) **52.204-14**, Service Contract Reporting Requirements (Jan 2014) (Pub. L. 111-117, section 743 of Div. C).
- ___ (7) **52.204-15**, Service Contract Reporting Requirements for Indefinite-Delivery Contracts (Jan 2014) (Pub. L. 111-117, section 743 of Div. C).
- ___ (8) **52.209-6**, Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment (Oct 2015) (31 U.S.C. 6101 note).
- ___ (9) **52.209-9**, Updates of Publicly Available Information Regarding Responsibility Matters (Jul 2013) (41 U.S.C. 2313).
- ___ (10) [Reserved]
- ___ (11) (i) **52.219-3**, Notice of HUBZone Set-Aside or Sole-Source Award (Nov 2011)(15 U.S.C. 657a).
- ___ (11) (ii) **Alternate I** (Nov 2011) of 52.219-3.
- ___ (12) (i) **52.219-4**, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (Oct 2014) (if the offeror elects to waive the preference, it shall so indicate in its offer)(15 U.S.C. 657a).
- ___ (12) (ii) **Alternate I** (Jan 2011) of 52.219-4.
- ___ (13) [Reserved]
- X** (14) (i) **52.219-6**, Notice of Total Small Business Set-Aside (Nov 2011)(15 U.S.C. 644).
- ___ (14) (ii) **Alternate I** (Nov 2011).
- ___ (14) (iii) **Alternate II** (Nov 2011).
- ___ (15) (i) **52.219-7**, Notice of Partial Small Business Set-Aside (June 2003)(15 U.S.C. 644).
- ___ (15) (ii) **Alternate I** (Oct 1995) of 52.219-7.
- ___ (15) (iii) **Alternate II** (Mar 2004) of 52.219-7.
- ___ (16) **52.219-8**, Utilization of Small Business Concerns (Oct 2014) (15 U.S.C. 637(d)(2) and (3)).
- ___ (17) (i) **52.219-9**, Small Business Subcontracting Plan (Oct 2015)(15 U.S.C. 637(d)(4
- ___ (17) (ii) **Alternate I** (Oct 2001) of 52.219-9.
- ___ (17) (iii) **Alternate II** (Oct 2001) of 52.219-9.
- ___ (17) (iv) **Alternate III** (Oct 2014) of 52.219-9.
- ___ (18) **52.219-13**, Notice of Set-Aside of Orders (Nov 2011) (15 U.S.C. 644(r)).

- (19) **52.219-14**, Limitations on Subcontracting (Nov 2011)(15 U.S.C. 637(a)(14)).
- (20) **52.219-16**, Liquidated Damages—Subcontracting Plan (Jan 1999) (15 U.S.C. 637(d)(4)(F)(i)).
- (21) **52.219-27**, Notice of Total Service-Disabled Veteran-Owned Small Business Set-Aside (Nov 2011)(15 U.S.C. 657 f).
- (22) **52.219-28**, Post Award Small Business Program Rerepresentation (Jul 2013) (15 U.S.C. 632(a)(2)).

(g) If the Contractor does not have representations and certifications in SAM, or does not have a representation in SAM for the NAICS code applicable to this contract, the Contractor is required to complete the following re-representation and submit it to the contracting office, along with the contract number and the date on which the re-representation was completed:

The Contractor represents that it is, is not a small business concern under NAICS Code 532120 assigned to contract number AG-

_____.

Contractor signature and date

Authorized signer's name and title

- (23) **52.219-29**, Notice of Set-Aside for, or Sole Source Award to, Economically Disadvantaged Women-Owned Small Business Concerns (Dec 2015) (15 U.S.C. 637(m)).
- (24) **52.219-30**, Notice of Set-Aside for, or Sole Source Award to, Women-Owned Small Business Concerns Eligible Under the Women-Owned Small Business Program (Dec 2015) (15 U.S.C. 637(m)).
- (25) **52.222-3**, Convict Labor (June 2003)(E.O. 11755).
- (26) **52.222-19**, Child Labor—Cooperation with Authorities and Remedies (Feb 2016)(E.O. 13126).
- (27) **52.222-21**, Prohibition of Segregated Facilities (Apr 2015).
- (28) **52.222-26**, Equal Opportunity (Apr 2015)(E.O. 11246).
- (29) **52.222-35**, Equal Opportunity for Veterans (Oct 2015)(38 U.S.C. 4212).
- (30) **52.222-36**, Equal Opportunity For Workers with Disabilities (Jul 2014)(29 U.S.C. 793).
- (31) **52.222-37**, Employment Reports on Veterans (Feb 2016)(38 U.S.C. 4212).
- (32) **52.222-40**, Notification of Employee Rights Under the National Labor relations Act (Dec 2010) E.O. 13496).
- (33) (i) **52.222-50**, Combating Trafficking in Persons (Mar 2015) (22 U.S.C. chapter 78 and E.O. 13627).
- (33) (ii) **Alternate I** (Mar 2015) of 52.222-50 (22 U.S.C. chapter 78 and E.O. 13627).
- (34) **52.222-54**, Employment Eligibility Verification (Oct 2015). (E. O. 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.)
- (35) (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.)
- (35) (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.)
- (36) (i) **52.223-13**, Acquisition of EPEAT®-Registered Imaging Equipment (Jun 2014)

- (E.O.s 13423 and 13514).
- ___ (36) (ii) **Alternate I** (Oct 2015) of 52.223-13.
 - ___ (37) (i) **52.223-14**, Acquisition of EPEAT®-Registered Televisions (Jun 2014) (E.O.s 13423 and 13514).
 - ___ (37) (ii) **Alternate I** (Jun 2014) of 52.223-14.
 - ___ (38) **52.223-15**, Energy Efficiency in Energy-Consuming Products (Dec 2007) (42.U.S.C. 8259b).
 - ___ (39) (i) **52.223-16**, Acquisition of EPEAT® -Registered Personal Computer Products (Oct 2015) (E.O.s 13423 and 13514).
 - ___ (39) (ii) **Alternate I** (Jun 2014) of 52.223-16.
 - X (40) **52.223-18**, Encouraging Contractor Policies to Ban Text Messaging While Driving (Aug 2011)(E.O.13513).
 - X (41) **52.225-1**, Buy American--Supplies (May 2014)(41 U.S.C. chapter 83).
 - ___ (42) (i) **52.225-3**, Buy American--Free Trade Agreements--Israeli Trade Act (May 2014) (41 U.S.C. chapter 83, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note, 19 U.S.C. 3805 note, 19 U.S.C. 4001 note, Pub. L. 103-182, 108-77, 108-78, 108-286, 108-302, 109-53, 109-169, 109-283, 110-138, 112-41, 112-42, and 112-43).
 - ___ (42) (ii) **Alternate I** (May 2014) of 52.225-3.
 - ___ (42) (iii) **Alternate II** (May 2014) of 52.225-3.
 - ___ (42) (iv) **Alternate III** (May 2014) of 52.225-3.
 - ___ (43) **52.225-5**, Trade Agreements (Feb 2016) (19 U.S.C. 2501, *et seq.*, 19 U.S.C. 3301 note).
 - X (44) **52.225-13**, Restriction on Certain Foreign Purchases (Jun 2008)(E.O.s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of Treasury).
 - ___ (45) **52.225-26**, Contractors Performing Private Security Functions Outside the United States (Jul 2013) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. 2302 Note).
 - ___ (46) **52.226-4**, Notice of Disaster or Emergency Area Set-Aside (Nov 2007)(42 U.S.C. 5150).
 - ___ (47) **52.226-5**, Restrictions on Subcontracting Outside Disaster or Emergency Area (Nov 2007)(42 U.S.C. 5150).
 - ___ (48) **52.232-29**, Terms for financing of Purchases of Commercial Items (Feb 2002)(41 U.S.C. 4505, 10 U.S.C. 2307(f)).
 - ___ (49) **52.232-30**, Installment Payments for Commercial Items (Oct 1995)(41 U.S.C. 4505, 10 U.S.C. 2307(f)).
 - X (50) **52.232-33**, Payment by Electronic Funds Transfer—System for Award Management (Jul 2013)(31.U.S.C. 3332).
 - ___ (51) **52.232-34**, Payment by Electronic Funds Transfer—Other than System for Award Management (Jul 2013)(31.U.S.C. 3332).
 - ___ (52) **52.232-36**, Payment by Third Party (May 2014) (31 U.S.C. 3332).
 - ___ (53) **52.239-1**, Privacy or Security Safeguards (Aug 1996)(5 U.S.C. 552a).
 - ___ (54) (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).
 - ___ (54) (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.]

- | | | |
|---------------|------|---|
| <u> X </u> | (1) | 52.222-17 , Nondisplacement of Qualified Workers (May 2014) (E.O. 13495). |
| <u> X </u> | (2) | 52.222-41 , Service Contract Labor Standards (May 2014) (41 U.S.C. chapter 67). |
| <u> </u> | (3) | 52.222-42 , Statement of Equivalent Rates for Federal Hires (May 2014) (29 U.S.C. 206 and 41 U.S.C. chapter 67). |
| <u> </u> | (4) | 52.222-43 , Fair Labor Standards Act and Service Contract Labor Standards--Price Adjustment (Multiple Year and Option Contracts) (May 2014)(29 U.S.C. 206 and 41 U.S.C. chapter 67). |
| <u> </u> | (5) | 52.222-44 , Fair Labor Standards Act and Service Contract Labor Standards - Price Adjustment (May 2014) (29 U.S.C. 206 and 41 U.S.C. chapter 67). |
| <u> </u> | (6) | 52.222-51 , Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment—Requirements (May 2014) (41 U.S.C. chapter 67). |
| <u> </u> | (7) | 52.222-53 , Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services—Requirements (May 2014)(41 U.S.C. chapter 67). |
| <u> </u> | (8) | 52.222-55 , Minimum Wages Under Executive Order 13658 (Dec 2015)(E. O. 13658). |
| <u> </u> | (9) | 52.226-6 , Promoting Excess Food Donation to Nonprofit Organizations. (May 2014) (42 U.S.C. 1792). |
| <u> </u> | (10) | 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 paragraphs (e)(1) of this paragraph 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 (Oct 2015) (41 U.S.C. 3509).
- (ii) **52.219-8**, Utilization of Small Business Concerns (Oct 2014) (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 \$650,000 (\$1.5 million for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.
- (iii) **52.222-17**, Nondisplacement of Qualified Workers (May 2014) (E.O. 13495). Flow Down required in accordance with paragraph (l) of FAR clause 52.222-17.
- (iv) **52.222-21**, Prohibition of Segregated Facilities (Apr 2015).

- (v) **52.222-26**, Equal Opportunity (Apr 2015) (E.O. 11246).
- (vi) **52.222-35**, Equal Opportunity for Veterans (Oct 2015) (38 U.S.C. 4212).
- (vii) **52.222-36**, Equal Opportunity for Workers with Disabilities (Jul 2014) (29 U.S.C. 793).
- (viii) **52.222-37**, Employment Reports on Veterans (Feb 2016) (38 U.S.C. 4212).
- (ix) **52.222-40**, Notification of Employee Rights Under the National Labor Relations Act (Dec 2010) (E.O. 13496). Flow down required in accordance with paragraph (f) of FAR clause 52.222-40.
- (x) **52.222-41**, Service Contract Labor Standards (May 2014) (41 U.S.C. chapter 67).
- (xi) **X** (A) **52.222-50**, Combating Trafficking in Persons (Mar 2015) (22 U.S.C. chapter 78 and E.O. 13627).
____(B) **Alternate I** (Mar 2015) of 52.222-50 (22 U.S.C. chapter 78 and E.O. 13627).
- (xii) **52.222-51**, Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment—Requirements (May 2014) (41 U.S.C. chapter 67).
- (xiii) **52.222-53**, Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services—Requirements (May 2014) (41 U.S.C. chapter 67).
- (xiv) **52.222-54**, Employment Eligibility Verification (Oct 2015) (E. O. 12989).
- (xv) **52.222-55**, Minimum Wages Under Executive Order 13658 (Dec 2015) (E. O. 13658).
- (xvi) **52.225-26**, Contractors Performing Private Security Functions Outside the United States (Jul 2013) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. 2302 Note).
- (xvii) **52.226-6**, Promoting Excess Food Donation to Nonprofit Organizations (May 2014) (42 U.S.C. 1792). Flow down required in accordance with paragraphs (e) of FAR clause 52.226-6.
- (xviii) **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.

52.222-99 Establishing a Minimum Wage for Contractors (DEVIATION) (OCT 2014)

This clause implements Executive Order 13658, *Establishing a Minimum Wage for Contractors*, dated February 12, 2014, and OMB Policy Memorandum M-14-09, *Implementation of the President's Executive Order Establishing a Minimum Wage for Contractors*, dated June 12, 2014.

- (a) Each service employee, laborer, or mechanic employed in the United States (the 50 states and the District of Columbia) in the performance of this contract by the prime Contractor or any subcontractor, regardless of any contractual relationship which may be alleged to exist between the Contractor and service employee, laborer, or mechanic, shall be paid not less than the applicable minimum wage under Executive Order 13658. The minimum wage required to be paid to each service employee, laborer, or mechanic performing work on this contract between January 1, 2015, and December 31, 2015, shall be \$10.10 per hour.
- (b) The Contractor shall adjust the minimum wage paid under this contract each time the Secretary of Labor's annual determination of the applicable minimum wage under section 2(a)(ii) of Executive Order 13658 results in a higher minimum wage. Adjustments to the Executive Order minimum wage under section 2(a)(ii) of Executive Order 13658 will be effective for all service employees, laborers, or mechanics subject to the Executive Order beginning January 1 of the following year. The Secretary of Labor will publish annual determinations in the Federal Register no later than 90 days before such new wage is to take effect. The Secretary will also publish the applicable minimum wage on www.wdol.gov (or any successor website). The applicable published minimum wage is incorporated by reference into this contract.
- (c) The Contracting Officer will adjust the contract price or contract unit price under this clause only for the increase in labor costs resulting from the annual inflation increases in the Executive Order 13658 minimum wage beginning on January 1, 2016. The Contracting Officer shall consider documentation as to the specific costs and workers impacted in determining the amount of the adjustment.
- (d) The Contracting Officer will not adjust the contract price under this clause for any costs other than those identified in paragraph (c) of this clause, and will not provide price adjustments under this clause that result in duplicate price adjustments with the respective clause of this contract implementing the Service Contract Labor Standards statute

(formerly known as the Service Contract Act) or the Wage Rate Requirements (Construction) statute (formerly known as the Davis Bacon Act).

(e) The Contractor shall include the substance of this clause, including this paragraph (e) in all subcontracts.
(End of clause)

52.217-9 Option to Extend the Term of the Contract. (MAR 2000)

(a) The Government may extend the term of this contract by written notice to the Contractor within 30 days; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 60 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 clause.

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed two years.
(End of clause)

52.223-2 Affirmative Procurement of Bio-based Products Under Service and Construction Contracts. (SEP 2013)

452.209-71 Assurance Regarding Felony Conviction or Tax Delinquent Status for Corporate Applicants. ALT 1 (FEB 2012)

(a) This award is subject to the provisions contained in the Consolidated Appropriations Act, 2012 (P.L. No. 112-74), Division E, Sections 433 and 434 regarding corporate felony convictions and corporate federal tax delinquencies. Accordingly, by accepting this award the contractor acknowledges that is –

(1) does not have a tax delinquency, meaning that it is not subject to any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability, and

(2) has not been convicted (or had an officer or agent acting on its behalf convicted) of a felony criminal violation under any Federal law within 24 months preceding the award, unless a suspending and debarring official of the United States Department of Agriculture has considered suspension or debarment of the awardee, or such officer or agent, based on these convictions and/or tax delinquencies and determined that suspension or debarment is not necessary to protect the interests of the Government.

(b) If the awardee fails to comply with these provisions, the Forest Service may terminate this contract for default and may recover any funds the awardee has received in violation of sections 433 and 434.
(End of Clause)

452.211-72 Statement of Work/Specifications. (FEB 1988)

The Contractor shall furnish the necessary personnel, material, equipment, services and facilities (except as otherwise specified), to perform the Statement of Work/Specifications.
(End of Clause)

452.211-74 Period of Performance. (FEB 1988)

The period of performance of this contract is from March 21, 2016 through May 16, 2016 this includes base year, plus, one-year option.
(End of Clause)

AGAR 452.237-70 Loss, Damage, Destruction or Repair (FEB 1988)

(a) For equipment furnished under this contract without operator, the Government will assume liability for any loss, damage or destruction of such equipment, not to exceed a total to be determined fair market value except that no reimbursement will be made for loss, damage or destruction due to (1) ordinary wear or tear, (2) mechanical failure, or (3) the fault or negligence of the Contractor or the Contractor's agents or employees.

- (b) For equipment furnished under this contract with operator, the Government shall not be liable for any loss, damage or destruction of such equipment, except for loss, damage or destruction resulting from the negligent or wrongful act(s) of Government employee(s) while acting within the scope of their employment.
- (c) All repairs to equipment furnished under this contract shall be made by the Contractor and reimbursement, if any, shall be determined in accordance with (a) or (b) above. ***Repairs shall be made promptly and equipment returned to use within 8 hours.*** In lieu of repairing equipment, the Contractor may furnish similar replacement equipment within the time specified. The Contractor may authorize the Government to make repairs upon the request of the Contracting Officer. In such case, the Contractor will be billed for labor and parts costs.

Fair Market Value at award for Trailer #1 \$ _____

Fair Market Value at award for Trailer #2 \$ _____

(End of Clause)

AGAR 452.246-70 Inspection and Acceptance (FEB 1988)

- (a) The Contracting Officer or the Contracting Officer's duly authorized representative will inspect and accept the supplies and/or services to be provided under this contract.
- (b) Inspection and acceptance will be performed at the following location: **Ashland Ranger District – Fort Howes Work Station, 1029 Hecker Loop, Ashland, MT 59003.** Locations for Option Years will be announced by the COR

(End of clause)

AGAR 452.247-70 Delivery Location (FEB 1988)

Shipment of deliverable items, other than reports, shall be to the following location: **Ashland Ranger District – Fort Howes Work Station, 1029 Hecker Loop, Ashland, MT 59003.** Locations for Option Years will be announced by the COR

(End of Clause)

LIST OF DOCUMENTS EXHIBITS, AND OTHER ATTACHMENTS

- Experience Questionnaire
- Map (Delivery Routes)

SOLICITATION PROVISIONS

52.252-1 Solicitation Provisions Incorporated by Reference (FEB 1998)

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at this/these address(es): <http://farsite.hill.af.mil/>
(End of Provision)

52.204-16 --Commercial and Government Entity Code Reporting (Jul 2015) 52.212-1 - Instructions to Offerors - Commercial Items (Oct 2015)

52.212-3 -- Offeror Representations and Certifications -- Commercial Items (Feb 2016)

The offeror shall complete only paragraphs (b) of this provision if the Offeror has completed the annual representations and certification electronically via the System for Award Management (SAM) Web site accessed through <http://www.acquisition.gov> . If the Offeror has not completed the annual representations and certifications electronically, the Offeror shall complete only paragraphs (c) through (q) of this provision.

(a) *Definitions.* As used in this provision--

“Economically disadvantaged women-owned small business (EDWOSB) concern” means a small business concern that is at least 51 percent directly and unconditionally owned by, and the management and daily business operations of which are controlled by, one or more women who are citizens of the United States and who are economically disadvantaged in accordance with 13 CFR part 127. It automatically qualifies as a women-owned small business eligible under the WOSB Program.

“Forced or indentured child labor” means all work or service—

- (1) Exacted from any person under the age of 18 under the menace of any penalty for its nonperformance and for which the worker does not offer himself voluntarily; or
- (2) Performed by any person under the age of 18 pursuant to a contract the enforcement of which can be accomplished by process or penalties.

“Highest-level owner” means the entity that owns or controls an immediate owner of the offeror, or that owns or controls one or more entities that control an immediate owner of the offeror. No entity owns or exercises control of the highest level owner.

“Immediate owner” means an entity, other than the offeror, that has direct control of the offeror. Indicators of control include, but are not limited to, one or more of the following: Ownership or interlocking management, identity of interests among family members, shared facilities and equipment, and the common use of employees.

“Inverted domestic corporation,” means a foreign incorporated entity that meets the definition of an inverted domestic corporation under 6 U.S.C. 395(b), applied in accordance with the rules and definitions of 6 U.S.C. 395(c).

“Manufactured end product” means any end product in product and service codes (PSCs) 1000-9999, except—

- (1) PSC 5510, Lumber and Related Basic Wood Materials;
- (2) Product or Service Group (PSG) 87, Agricultural Supplies;
- (3) PSG 88, Live Animals;
- (4) PSG 89, Subsistence;
- (5) PSC 9410, Crude Grades of Plant Materials;
- (6) PSC 9430, Miscellaneous Crude Animal Products, Inedible;
- (7) PSC 9440, Miscellaneous Crude Agricultural and Forestry Products;
- (8) PSC 9610, Ores;
- (9) PSC 9620, Minerals, Natural and Synthetic; and
- (10) PSC 9630, Additive Metal Materials.

“Place of manufacture” means the place where an end product is assembled out of components, or otherwise made or processed from raw materials into the finished product that is to be provided to the Government. If a product is disassembled and reassembled, the place of reassembly is not the place of manufacture.

“Restricted business operations” means business operations in Sudan that include power production activities, mineral extraction activities, oil-related activities, or the production of military equipment, as those terms are defined in the Sudan Accountability and Divestment Act of 2007 (Pub. L. 110-174). Restricted business operations do not include business operations that the person (as that term is defined in Section 2 of the Sudan Accountability and Divestment Act of 2007) conducting the business can demonstrate—

- (1) Are conducted under contract directly and exclusively with the regional government of southern Sudan;
- (2) Are conducted pursuant to specific authorization from the Office of Foreign Assets Control in the Department of the Treasury, or are expressly exempted under Federal law from the requirement to be conducted under such authorization;
- (3) Consist of providing goods or services to marginalized populations of Sudan;
- (4) Consist of providing goods or services to an internationally recognized peacekeeping force or humanitarian organization;
- (5) Consist of providing goods or services that are used only to promote health or education; or
- (6) Have been voluntarily suspended.

Sensitive technology—

- (1) Means hardware, software, telecommunications equipment, or any other technology that is to be used specifically—
 - (i) To restrict the free flow of unbiased information in Iran; or
 - (ii) To disrupt, monitor, or otherwise restrict speech of the people of Iran; and
- (2) Does not include information or informational materials the export of which the President does not have the authority to regulate or prohibit pursuant to section 203(b)(3) of the International Emergency Economic Powers Act (50 U.S.C. 1702(b)(3)).

“Service-disabled veteran-owned small business concern”—

- (1) Means a small business concern—
 - (i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and
 - (ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a service-disabled veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.
- (2) Service-disabled veteran means a veteran, as defined in 38 U.S.C. 101(2), with a disability that is service-connected, as defined in 38 U.S.C. 101(16).

“Small business concern” means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR Part 121 and size standards in this solicitation.

“Small disadvantaged business concern, consistent with 13 CFR 124.1002,” means a small business concern under the size standard applicable to the acquisition, that--

- (1) Is at least 51 percent unconditionally and directly owned (as defined at 13 CFR 124.105) by--
 - (i) One or more socially disadvantaged (as defined at 13 CFR 124.103) and economically disadvantaged (as defined at 13 CFR 124.104) individuals who are citizens of the United States; and
 - (ii) Each individual claiming economic disadvantage has a net worth not exceeding \$750,000 after taking into account the applicable exclusions set forth at 13 CFR 124.104(c)(2); and
- (2) The management and daily business operations of which are controlled (as defined at 13.CFR 124.106) by individuals, who meet the criteria in paragraphs (1)(i) and (ii) of this definition.

“Subsidiary” means an entity in which more than 50 percent of the entity is owned—

- (1) Directly by a parent corporation; or
- (2) Through another subsidiary of a parent corporation.

“Veteran-owned small business concern” means a small business concern—

- (1) Not less than 51 percent of which is owned by one or more veterans(as defined at 38 U.S.C. 101(2)) or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; and
- (2) The management and daily business operations of which are controlled by one or more veterans.

“Women-owned business concern” means a concern which is at least 51 percent owned by one or more women; or in the case of any publicly owned business, at least 51 percent of the its stock is owned by one or more women; and whose management and daily business operations are controlled by one or more women.

“Women-owned small business concern” means a small business concern --

- (1) That is at least 51 percent owned by one or more women or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and
- (2) Whose management and daily business operations are controlled by one or more women.

“Women-owned small business (WOSB) concern eligible under the WOSB Program (in accordance with 13 CFR part 127),” means a small business concern that is at least 51 percent directly and unconditionally owned by, and the management and daily business operations of which are controlled by, one or more women who are citizens of the United States.

(b)

- (1) *Annual Representations and Certifications.* Any changes provided by the offeror in paragraph (b)(2) of this provision do not automatically change the representations and certifications posted on the SAM website.
- (2) The offeror has completed the annual representations and certifications electronically via the SAM website accessed through <https://www.acquisition.gov>. After reviewing the SAM database information, the offeror verifies by submission of this offer that the representation and certifications currently posted electronically at FAR 52.212-3, Offeror Representations and Certifications—Commercial Items, have been entered or updated in the last 12 months, are current, accurate, complete, and applicable to this solicitation (including the business size standard applicable to the NAICS code referenced for this solicitation), as of the date of this offer and are incorporated in this offer by reference (see FAR 4.1201), except for paragraphs _____. *[Offeror to identify the applicable paragraphs at (c) through (q) of this provision that the offeror has completed for the purposes of this solicitation only, if any. These amended representation(s) and/or certification(s) are also incorporated in this offer and are current, accurate, and complete as of the date of this offer. Any changes provided by the offeror are applicable to this solicitation only, and do not result in an update to the representations and certifications posted electronically on SAM.]*

(c) Offerors must complete the following representations when the resulting contract is to be performed in the United States or its outlying areas. Check all that apply.

- (1) *Small business concern.* The offeror represents as part of its offer that it is, is not a small business concern.
- (2) *Veteran-owned small business concern.* [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents as part of its offer that it is, is not a veteran-owned small business concern.
- (3) *Service-disabled veteran-owned small business concern.* [Complete only if the offeror represented itself as a veteran-owned small business concern in paragraph (c)(2) of this provision.] The offeror represents as part of its offer that it is, is not a service-disabled veteran-owned small business concern.
- (4) *Small disadvantaged business concern.* [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents that it is, is not, a small disadvantaged business concern as defined in 13 CFR 124.1002.
- (5) *Women-owned small business concern.* [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents that it is, is not a women-owned small business concern.

Note: Complete paragraphs (c)(8) and (c)(9) only if this solicitation is expected to exceed the simplified acquisition threshold.

- (6) *WOSB concern eligible under the WOSB Program.* [Complete only if the offeror represented itself as a women-owned small business concern in paragraph (c)(5) of this provision.] The offeror represents that—
 - (i) It is, is not a WOSB concern eligible under the WOSB Program, has provided all the required documents to the WOSB Repository, and no change in circumstances or adverse decisions have been issued that affects its eligibility; and
 - (ii) It is, is not a joint venture that complies with the requirements of 13 CFR part 127, and the representation in paragraph (c)(6)(i) of this provision is accurate for each WOSB concern eligible under the WOSB Program participating in the joint venture. [The offeror shall enter the name or names of the WOSB concern eligible under the WOSB Program and other small businesses that are

participating in the joint venture: _____.] Each WOSB concern eligible under the WOSB Program participating in the joint venture shall submit a separate signed copy of the WOSB representation.

(7) Economically disadvantaged women-owned small business (EDWOSB) concern. [Complete only if the offeror represented itself as a WOSB concern eligible under the WOSB Program in (c)(6) of this provision.] The offeror represents that—

(i) It is, is not an EDWOSB concern, has provided all the required documents to the WOSB Repository, and no change in circumstances or adverse decisions have been issued that affects its eligibility; and

(ii) It is, is not a joint venture that complies with the requirements of 13 CFR part 127, and the representation in paragraph (c)(7)(i) of this provision is accurate for each EDWOSB concern participating in the joint venture. [The offeror shall enter the name or names of the EDWOSB concern and other small businesses that are participating in the joint venture: _____.] Each EDWOSB concern participating in the joint venture shall submit a separate signed copy of the EDWOSB representation.

(8) Women-owned business concern (other than small business concern). [Complete only if the offeror is a women-owned business concern and did not represent itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents that it is, a women-owned business concern.

(9) *Tie bid priority for labor surplus area concerns.* If this is an invitation for bid, small business offerors may identify the labor surplus areas in which costs to be incurred on account of manufacturing or production (by offeror or first-tier subcontractors) amount to more than 50 percent of the contract price:

(10) HUBZone small business concern. [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents, as part of its offer, that--

(i) It is, is not a HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration, and no material changes in ownership and control, principal office, or HUBZone employee percentage have occurred since it was certified in accordance with 13 CFR part 126; and

(ii) It is, is not a HUBZone joint venture that complies with the requirements of 13 CFR part 126, and the representation in paragraph (c)(10)(i) of this provision is accurate for each HUBZone small business concern participating in the HUBZone joint venture. [The offeror shall enter the names of each of the HUBZone small business concerns participating in the HUBZone joint venture: _____.] Each HUBZone small business concern participating in the HUBZone joint venture shall submit a separate signed copy of the HUBZone representation.

(d) Representations required to implement provisions of Executive Order 11246 --

(1) Previous contracts and compliance. The offeror represents that --

(i) It has, has not, participated in a previous contract or subcontract subject to the Equal Opportunity clause of this solicitation; and

(ii) It has, has not, filed all required compliance reports.

(2) *Affirmative Action Compliance.* The offeror represents that --

(i) It has developed and has on file, has not developed and does not have on file, at each establishment, affirmative action programs required by rules and regulations of the Secretary of Labor (41 CFR parts 60-1 and 60-2), or

(ii) It has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.

(e) *Certification Regarding Payments to Influence Federal Transactions* (31 U.S.C. 1352). (Applies only if the contract is expected to exceed \$150,000.) By submission of its offer, the offeror certifies to the best of its knowledge and belief that no Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress on his or her behalf in connection with the award of any resultant contract. If any registrants under the Lobbying Disclosure Act of 1995 have made a lobbying contact on behalf of the offeror with respect to this contract, the offeror shall complete and submit, with its offer, OMB Standard Form LLL, Disclosure of Lobbying Activities, to provide the name of the registrants. The offeror need not report regularly employed officers or employees of the offeror to whom payments of reasonable compensation were made.

(f) *Buy American Certificate*. (Applies only if the clause at Federal Acquisition Regulation (FAR) 52.225-1, Buy American – Supplies, is included in this solicitation.)

(1) The offeror certifies that each end product, except those listed in paragraph (f)(2) of this provision, is a domestic end product and that for other than COTS items, the offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States. The offeror shall list as foreign end products those end products manufactured in the United States that do not qualify as domestic end products, *i.e.*, an end product that is not a COTS item and does not meet the component test in paragraph (2) of the definition of “domestic end product.” The terms “commercially available off-the-shelf (COTS) item,” “component,” “domestic end product,” “end product,” “foreign end product,” and “United States” are defined in the clause of this solicitation entitled “Buy American—Supplies.”

(2) Foreign End Products:

LINE ITEM NO.	COUNTRY OF ORIGIN

[List as necessary]

(3) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25.

(g)

(1) *Buy American -- Free Trade Agreements -- Israeli Trade Act Certificate*. (Applies only if the clause at FAR 52.225-3, Buy American -- Free Trade Agreements -- Israeli Trade Act, is included in this solicitation.)

(i) The offeror certifies that each end product, except those listed in paragraph (g)(1)(ii) or (g)(1)(iii) of this provision, is a domestic end product and that for other than COTS items, the offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States. The terms “Bahrainian, Moroccan, Omani, Panamanian, or Peruvian end product,” “commercially available off-the-shelf (COTS) item,” “component,” “domestic end product,” “end product,” “foreign end product,” “Free Trade Agreement country,” “Free Trade Agreement country end product,” “Israeli end product,” and “United States” are defined in the clause of this solicitation entitled “Buy American--Free Trade Agreements--Israeli Trade Act.”

(ii) The offeror certifies that the following supplies are Free Trade Agreement country end products (other than Bahrainian, Moroccan, Omani, Panamanian, or Peruvian end products) or Israeli end products as defined in the clause of this solicitation entitled “Buy American—Free Trade Agreements—Israeli Trade Act”:

Free Trade Agreement Country End Products (Other than Bahrainian, Moroccan, Omani, Panamanian, or Peruvian End Products) or Israeli End Products:

LINE ITEM NO.	COUNTRY OF ORIGIN

[List as necessary]

(iii) The offeror shall list those supplies that are foreign end products (other than those listed in paragraph (g)(1)(ii) or this provision) as defined in the clause of this solicitation entitled “Buy American—Free Trade Agreements—Israeli Trade Act.” The offeror shall list as other foreign end products those end products manufactured in the United States that do not qualify as domestic end products, *i.e.*, an end product that is not a COTS item and does not meet the component test in paragraph (2) of the definition of “domestic end product.”

Other Foreign End Products:

LINE ITEM NO.	COUNTRY OF ORIGIN

--	--

[List as necessary]

(iv) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25.

(2) *Buy American—Free Trade Agreements—Israeli Trade Act Certificate, Alternate I.* If Alternate I to the clause at FAR 52.225-3 is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:

(g)(1)(ii) The offeror certifies that the following supplies are Canadian end products as defined in the clause of this solicitation entitled “Buy American—Free Trade Agreements—Israeli Trade Act”:

Canadian End Products:

Line Item No.:

[List as necessary]

(3) *Buy American—Free Trade Agreements—Israeli Trade Act Certificate, Alternate II.* If Alternate II to the clause at FAR 52.225-3 is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:

(g)(1)(ii) The offeror certifies that the following supplies are Canadian end products or Israeli end products as defined in the clause of this solicitation entitled “Buy American--Free Trade Agreements--Israeli Trade Act”:

Canadian or Israeli End Products:

Line Item No.:	Country of Origin:

[List as necessary]

(4) *Buy American—Free Trade Agreements—Israeli Trade Act Certificate, Alternate III.* If Alternate III to the clause at 52.225-3 is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:

(g)(1)(ii) The offeror certifies that the following supplies are Free Trade Agreement country end products (other than Bahrainian, Korean, Moroccan, Omani, Panamanian, or Peruvian end products) or Israeli end products as defined in the clause of this solicitation entitled “Buy American—Free Trade Agreements—Israeli Trade Act”:

Free Trade Agreement Country End Products (Other than Bahrainian, Korean, Moroccan, Omani, Panamanian, or Peruvian End Products) or Israeli End Products:

Line Item No.:	Country of Origin:

[List as necessary]

(5) *Trade Agreements Certificate.* (Applies only if the clause at FAR 52.225-5, Trade Agreements, is included in this solicitation.)

(i) The offeror certifies that each end product, except those listed in paragraph (g)(5)(ii) of this provision, is a U.S.-made or designated country end product as defined in the clause of this solicitation entitled “Trade Agreements.”

(ii) The offeror shall list as other end products those end products that are not U.S.-made or designated country end products.

Other End Products

Line Item No.:	Country of Origin:

[List as necessary]

(iii) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25. For line items covered by the WTO GPA, the Government will evaluate offers of U.S.-made or designated country end products without regard to the restrictions of the Buy American statute. The Government will consider for award only offers of U.S.-made or designated country end products unless the Contracting Officer determines that there are no offers for such products or that the offers for such products are insufficient to fulfill the requirements of the solicitation.

(h) *Certification Regarding Responsibility Matters (Executive Order 12689)*. (Applies only if the contract value is expected to exceed the simplified acquisition threshold.) The offeror certifies, to the best of its knowledge and belief, that the offeror and/or any of its principals--

(1) Are, are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;

(2) Have, have not, within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a Federal, state or local government contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, violating Federal criminal tax laws, or receiving stolen property; and

(3) Are, are not presently indicted for, or otherwise criminally or civilly charged by a Government entity with, commission of any of these offenses enumerated in paragraph (h)(2) of this clause; and

(4) Have, have not, within a three-year period preceding this offer, been notified of any delinquent Federal taxes in an amount that exceeds \$3,500 for which the liability remains unsatisfied.

(i) Taxes are considered delinquent if both of the following criteria apply:

(A) *The tax liability is finally determined.* The liability is finally determined if it has been assessed. A liability is not finally determined if there is a pending administrative or judicial challenge. In the case of a judicial challenge to the liability, the liability is not finally determined until all judicial appeal rights have been exhausted.

(B) *The taxpayer is delinquent in making payment.* A taxpayer is delinquent if the taxpayer has failed to pay the tax liability when full payment was due and required. A taxpayer is not delinquent in cases where enforced collection action is precluded.

(ii) Examples.

(A) The taxpayer has received a statutory notice of deficiency, under I.R.C. §6212, which entitles the taxpayer to seek Tax Court review of a proposed tax deficiency. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek Tax Court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.

(B) The IRS has filed a notice of Federal tax lien with respect to an assessed tax liability, and the taxpayer has been issued a notice under I.R.C. §6320 entitling the taxpayer to request a hearing with the IRS Office of Appeals Contesting the lien filing, and to further appeal to the Tax Court if the IRS determines to sustain the lien filing. In the course of the hearing, the taxpayer is entitled to contest the underlying tax liability because the taxpayer has had no prior opportunity to contest the liability. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek tax court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.

(C) The taxpayer has entered into an installment agreement pursuant to I.R.C. §6159. The taxpayer is making timely payments and is in full compliance with the agreement terms. The taxpayer is not delinquent because the taxpayer is not currently required to make full payment.

(D) The taxpayer has filed for bankruptcy protection. The taxpayer is not delinquent because enforced collection action is stayed under 11 U.S.C. §362 (the Bankruptcy Code).

(i) Certification Regarding Knowledge of Child Labor for Listed End Products (Executive Order 13126). [The Contracting Officer must list in paragraph (i)(1) any end products being acquired under this solicitation that are included in the List of Products Requiring Contractor Certification as to Forced or Indentured Child Labor, unless excluded at 22.1503(b).]

(1) Listed End Product

Listed End Product:	Listed Countries of Origin:

(2) Certification. [If the Contracting Officer has identified end products and countries of origin in paragraph (i)(1) of this provision, then the offeror must certify to either (i)(2)(i) or (i)(2)(ii) by checking the appropriate block.]

(i) The offeror will not supply any end product listed in paragraph (i)(1) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product.

(ii) The offeror may supply an end product listed in paragraph (i)(1) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product. The offeror certifies that it has made a good faith effort to determine whether forced or indentured child labor was used to mine, produce, or manufacture any such end product furnished under this contract. On the basis of those efforts, the offeror certifies that it is not aware of any such use of child labor.

(j) *Place of manufacture.* (Does not apply unless the solicitation is predominantly for the acquisition of manufactured end products.) For statistical purposes only, the offeror shall indicate whether the place of manufacture of the end products it expects to provide in response to this solicitation is predominantly—

(1) In the United States (Check this box if the total anticipated price of offered end products manufactured in the United States exceeds the total anticipated price of offered end products manufactured outside the United States); or

(2) Outside the United States.

(k) Certificates regarding exemptions from the application of the Service Contract Labor Standards. (Certification by the offeror as to its compliance with respect to the contract also constitutes its certification as to compliance by its subcontractor if it subcontracts out the exempt services.) [The contracting officer is to check a box to indicate if paragraph (k)(1) or (k)(2) applies.]

(1) Maintenance, calibration, or repair of certain equipment as described in FAR 22.1003-4(c)(1). The offeror does does not certify that—

- (i) The items of equipment to be serviced under this contract are used regularly for other than Governmental purposes and are sold or traded by the offeror (or subcontractor in the case of an exempt subcontract) in substantial quantities to the general public in the course of normal business operations;
- (ii) The services will be furnished at prices which are, or are based on, established catalog or market prices (see FAR 22.1003-4(c)(2)(ii)) for the maintenance, calibration, or repair of such equipment; and
- (iii) The compensation (wage and fringe benefits) plan for all service employees performing work under the contract will be the same as that used for these employees and equivalent employees servicing the same equipment of commercial customers.

(2) Certain services as described in FAR 22.1003-4(d)(1). The offeror does does not certify that—

- (i) The services under the contract are offered and sold regularly to non-Governmental customers, and are provided by the offeror (or subcontractor in the case of an exempt subcontract) to the general public in substantial quantities in the course of normal business operations;
- (ii) The contract services will be furnished at prices that are, or are based on, established catalog or market prices (see FAR 22.1003-4(d)(2)(iii));
- (iii) Each service employee who will perform the services under the contract will spend only a small portion of his or her time (a monthly average of less than 20 percent of the available hours on an annualized basis, or less than 20 percent of available hours during the contract period if the contract period is less than a month) servicing the Government contract; and

(iv) The compensation (wage and fringe benefits) plan for all service employees performing work under the contract is the same as that used for these employees and equivalent employees servicing commercial customers.

(3) If paragraph (k)(1) or (k)(2) of this clause applies—

(i) If the offeror does not certify to the conditions in paragraph (k)(1) or (k)(2) and the Contracting Officer did not attach a Service Contract Labor Standards wage determination to the solicitation, the offeror shall notify the Contracting Officer as soon as possible; and

(ii) The Contracting Officer may not make an award to the offeror if the offeror fails to execute the certification in paragraph (k)(1) or (k)(2) of this clause or to contact the Contracting Officer as required in paragraph (k)(3)(i) of this clause.

(l) *Taxpayer identification number (TIN)* (26 U.S.C. 6109, 31 U.S.C. 7701). (Not applicable if the offeror is required to provide this information to the SAM database to be eligible for award.)

(1) All offerors must submit the information required in paragraphs (l)(3) through (l)(5) of this provision to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325(d), reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M, and implementing regulations issued by the Internal Revenue Service (IRS).

(2) The TIN may be used by the government to collect and report on any delinquent amounts arising out of the offeror's relationship with the Government (31 U.S.C. 7701(c)(3)). If the resulting contract is subject to the payment reporting requirements described in FAR 4.904, the TIN provided hereunder may be matched with IRS records to verify the accuracy of the offeror's TIN.

(3) Taxpayer Identification Number (TIN).

TIN: _____.

TIN has been applied for.

TIN is not required because:

Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the United States and does not have an office or place of business or a fiscal paying agent in the United States;

Offeror is an agency or instrumentality of a foreign government;

Offeror is an agency or instrumentality of the Federal Government;

(4) Type of organization.

Sole proprietorship;

Partnership;

Corporate entity (not tax-exempt);

Corporate entity (tax-exempt);

Government entity (Federal, State, or local);

Foreign government;

International organization per 26 CFR 1.6049-4;

Other _____.

(5) Common parent.

Offeror is not owned or controlled by a common parent:

Name and TIN of common parent:

Name _____

TIN _____

(m) *Restricted business operations in Sudan*. By submission of its offer, the offeror certifies that the offeror does not conduct any restricted business operations in Sudan.

(n) *Prohibition on Contracting with Inverted Domestic Corporations*—

(1) Government agencies are not permitted to use appropriated (or otherwise made available) funds for contracts with either an inverted domestic corporation, or a subsidiary of an inverted domestic corporation, unless the exception at 9.108-2(b) applies or the requirement is waived in accordance with the procedures at 9.108-4.

(2) *Representation*. The offeror represents that—

(i) It is, is not an inverted domestic corporation; and

(ii) It is, is not a subsidiary of an inverted domestic corporation.

(o) *Prohibition on contracting with entities engaging in certain activities or transactions relating to Iran*.

(1) The offeror shall email questions concerning sensitive technology to the Department of State at CISADA106@state.gov.

(2) Representation and Certification. Unless a waiver is granted or an exception applies as provided in paragraph (o)(3) of this provision, by submission of its offer, the offeror—

(i) Represents, to the best of its knowledge and belief, that the offeror does not export any sensitive technology to the government of Iran or any entities or individuals owned or controlled by, or acting on behalf or at the direction of, the government of Iran;

(ii) Certifies that the offeror, or any person owned or controlled by the offeror, does not engage in any activities for which sanctions may be imposed under section 5 of the Iran Sanctions Act; and

(iii) Certifies that the offeror, and any person owned or controlled by the offeror, does not knowingly engage in any transaction that exceeds \$3,500 with Iran's Revolutionary Guard Corps or any of its officials, agents, or affiliates, the property and interests in property of which are blocked pursuant to the International Emergency Economic Powers Act (50 U.S.C. 1701 et seq.) (see OFAC's Specially Designated Nationals and Blocked Persons List at

<http://www.treasury.gov/ofac/downloads/t11sdn.pdf>).

(3) The representation and certification requirements of paragraph (o)(2) of this provision do not apply if—

(i) This solicitation includes a trade agreements certification (e.g., 52.212-3(g) or a comparable agency provision); and

(ii) The offeror has certified that all the offered products to be supplied are designated country end products.

(p) *Ownership or Control of Offeror.* (Applies in all solicitations when there is a requirement to be registered in SAM or a requirement to have a DUNS Number in the solicitation.)

(1) The Offeror represents that it has or does not have an immediate owner. If the Offeror has more than one immediate owner (such as a joint venture), then the Offeror shall respond to paragraph (2) and if applicable, paragraph (3) of this provision for each participant in the joint venture.

(2) If the Offeror indicates "has" in paragraph (p)(1) of this provision, enter the following information:

Immediate owner CAGE code: _____

Immediate owner legal name: _____

(Do not use a "doing business as" name)

Is the immediate owner owned or controlled by another entity:

Yes or No.

(3) If the Offeror indicates "yes" in paragraph (p)(2) of this provision, indicating that the immediate owner is owned or controlled by another entity, then enter the following information:

Highest level owner CAGE code: _____

Highest level owner legal name: _____

(Do not use a "doing business as" name)

(q) *Representation by Corporations Regarding Delinquent Tax Liability or a Felony Conviction under any Federal Law.*

(1) As required by section 744 and 745 of Division E of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235), and similar provisions, if contained in subsequent appropriations acts, the Government will not enter into a contract with any corporation that—

(i) Has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability, where the awarding agency is aware of the unpaid tax liability, unless and agency has considered suspension or debarment of the corporation and made a determination that suspension or debarment is not necessary to protect the interests of the Government; or

(ii) Was convicted of a felony criminal violation under any Federal law within the preceding 24 months, where the awarding agency is aware of the conviction, unless an agency has considered suspension or debarment of the corporation and made a determination that this action is not necessary to protect the interests of the Government.

(2) The Offeror represents that--

(i) It is is not a corporation that has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not

being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability; and
(ii) It is is not a corporation that was convicted of a felony criminal violation under a Federal law within the preceding 24 months.

(End of Provision)

52.223-1 Bio-based Product Certification. (MAY 2012)

452.204-70 Inquiries. (FEB 1988)

452.209 – 70 Representation by Corporations Regarding an Unpaid Delinquent Tax Liability or a Felony Conviction. (Alternate 1 (FEB 2012))

(a) Awards made under this solicitation are subject to the provisions contained in the Consolidated Appropriations Act, 2012 (P.L. No. 112-74), Division E, Sections 433 and 434 regarding corporate felony convictions and corporate federal tax delinquencies. To comply with these provisions, all offerors must complete paragraph (1) of this representation, and all corporate offerors also must complete paragraphs (2) and (3) of this representation.

(b) **The Offeror represents that –**

(1) The Offeror is , **is not** (**check one**) an entity that has filed articles of incorporation in one of the fifty states, the District of Columbia, or the various territories of the United States including American Samoa, Federated States of Micronesia, Guam, Midway Islands, Northern Mariana Islands, Puerto Rico, Republic of Palau, Republic of the Marshall Islands, U.S. Virgin Islands. (Note that this includes both for-profit and non-profit organizations.) If the Offeror checked “is” above, the Offeror must complete paragraphs (2) and (3) of the representation. If Offeror checked “is not” above, Offeror may leave the remainder of the representation blank.

(2)(i) The Offeror **has** , **has not** (**check one**) been convicted of a felony criminal violation under Federal or State law in the 24 months preceding the date of offer.

(ii) Offeror **has** , **has not** (**check one**) had any officer or agent of Offeror convicted of a felony criminal violation for actions taken on behalf of Offeror under Federal law in the 24 months preceding the date of offer.

(3) The Offeror **does** , **does not** (**check one**) have any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability.

(End of provision)

EVALUATION FACTORS FOR AWARD

52.212-2 Evaluation Commercial Items (Oct 2014)

(a) The Government will award a contract resulting from this solicitation to the responsible offeror whose offer conforming to the solicitation will be most advantageous to the Government, price and other factors considered. The following factors shall be used to evaluate offers:

Price

Trailer Rental Experience/Trailer Rental Past performance

Technical and past performance, when combined, are of equal importance when compared to price.

(b) *Options.* The Government will evaluate offers for award purposes by adding the total price for all options to the total price for the basic requirement. The Government may determine that an offer is unacceptable if the option prices are significantly unbalanced. Evaluation of options shall not obligate the Government to exercise the option(s).

(c) A written notice of award or acceptance of an offer, mailed or otherwise furnished to the successful offeror within the time for acceptance specified in the offer, shall result in a binding contract without further action by either party. Before the offer's specified expiration time, the Government may accept an offer (or part of an offer), whether or not there are negotiations after its receipt, unless a written notice of withdrawal is received before award.

(End of Provision)