

<b>SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS</b> <i>OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, &amp; 30</i>				1. REQUISITION NUMBER 0040376087		PAGE OF 1 55		
2. CONTRACT NO.		3. AWARD/ EFFECTIVE DATE	4. ORDER NUMBER		5. SOLICITATION NUMBER 140L3618Q0002		6. SOLICITATION ISSUE DATE 01/29/2018	
7. <b>FOR SOLICITATION INFORMATION CALL:</b>		a. NAME Velvett Cummins			b. TELEPHONE NUMBER (406) 8965148 <i>(No collect calls)</i>		8. OFFER DUE DATE/LOCAL TIME 03/30/2018 1700 MS	
9. ISSUED BY BLM MT-STATE OFC (MT935) 5001 SOUTHGATE DR. BILLINGS MT 59101			CODE LMA	10. THIS ACQUISITION IS <input type="checkbox"/> UNRESTRICTED OR <input checked="" type="checkbox"/> SET ASIDE: 100.00 % FOR: <input checked="" type="checkbox"/> SMALL BUSINESS <input type="checkbox"/> HUBZONE SMALL BUSINESS <input type="checkbox"/> SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS <input type="checkbox"/> WOMEN-OWNED SMALL BUSINESS <input type="checkbox"/> (WOSB) ELIGIBLE UNDER THE WOMEN-OWNED SMALL BUSINESS PROGRAM <input type="checkbox"/> EDWOSB <input type="checkbox"/> 8(A) NAICS:115310 SIZE STANDARD: \$7.5				
11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input type="checkbox"/> SEE SCHEDULE		12. DISCOUNT TERMS		<input type="checkbox"/> 13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)		13b. RATING		
15. DELIVER TO BLM-MT MONTANA STATE OFFICE* 1299 RIMTOP ROAD BILLINGS MT 59105			CODE 0004276411	16. ADMINISTERED BY BLM MT STATE OFC (MT935) 5001 SOUTHGATE DR. BILLINGS MT 59101		14. METHOD OF SOLICITATION <input checked="" type="checkbox"/> RFQ <input type="checkbox"/> IFB <input type="checkbox"/> RFP		
17a. CONTRACTOR/ OFFEROR		CODE	FACILITY CODE	18a. PAYMENT WILL BE MADE BY				CODE LMA
TELEPHONE NO.				<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	24. AMOUNT	
00010	Legacy Doc #: BLM Period of Performance: 06/01/2018 to 06/01/2021  FUEL TENDER TRUCK - BASE YEAR (6/1/18-6/1/19)  Delivery: 06/01/2019 Period of Performance: 06/01/2018 to 06/01/2019  Continued ... <i>(Use Reverse and/or Attach Additional Sheets as Necessary)</i>							
25. ACCOUNTING AND APPROPRIATION DATA						26. TOTAL AWARD AMOUNT <i>(For Govt. Use Only)</i>		
<input checked="" type="checkbox"/> 27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4. FAR 52.212-3 AND 52.212-5 ARE ATTACHED. ADDENDA				<input type="checkbox"/> ARE <input checked="" type="checkbox"/> ARE NOT ATTACHED.				
<input type="checkbox"/> 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED. ADDENDA				<input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED.				
<input checked="" type="checkbox"/> 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.				<input type="checkbox"/> 29. AWARD OF CONTRACT: _____ OFFER DATED _____, YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS:				
30a. SIGNATURE OF OFFEROR/CONTRACTOR				31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER)				
30b. NAME AND TITLE OF SIGNER <i>(Type or print)</i>		30c. DATE SIGNED		31b. NAME OF CONTRACTING OFFICER <i>(Type or print)</i>		31c. DATE SIGNED		
				Velvett Cummins				

19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
00020	FUEL TENDER TRUCK - OPTION YEAR ONE (6/1/19-6/1/20) (Option Line Item) 06/01/2019  Delivery: 06/01/2020 Period of Performance: 06/01/2019 to 06/01/2020				
00030	FUEL TENDER TRUCK - OPTION YEAR TWO (6/1/20-6/1/21) (Option Line Item) 06/01/2020  Delivery: 06/01/2021 Period of Performance: 06/01/2020 to 06/01/2021				

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
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32e. MAILING ADDRESS OF AUTHORIZED GOVERNMENT REPRESENTATIVE	32f. TELEPHONE NUMBER OF AUTHORIZED GOVERNMENT REPRESENTATIVE
	32g. E-MAIL OF AUTHORIZED GOVERNMENT REPRESENTATIVE

33. SHIP NUMBER  <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL	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
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38. S/R ACCOUNT NUMBER	39. S/R VOUCHER NUMBER	40. PAID BY
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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> )

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**Notice to Quoters:**

The intent of this Solicitation is, Multiple Award Agreements, to obtain Fuel Tender Service for Northern Rockies Geographic Area for Fire Suppression and all hazard incidents. Only one agreement will be awarded to each individual contractor. The agreement resulting from the Request for Quote (RFQ) may be used by multiple State and Federal Agencies. The Government reserves the right to award all, some, or none of the schedule.

Individual orders will be placed against the Agreement. Since the equipment needs of the Government and availability of Contractor's equipment during an emergency cannot be determined in advance, it is mutually agreed that, upon request of the Government, the Contractor shall furnish the equipment listed herein to the extent the Contractor is willing and able at the time of order.

The Government is not obligated to place nor is the Contractor obligated to accept an order under this Agreement, but if an order is placed and accepted, all the terms and conditions set forth herein shall be met. There are no minimum or maximum guarantees as to the number of orders that may be placed under this Agreement. This agreement does not preclude the Government from using any Agency or Agency Cooperator owned resources before using resources under this agreement.

The proposed rate(s) are fully operated and shall include, but are not limited to, labor, equipment, operating supplies, materials, State and Federal taxes (including worker's compensation costs), insurance coverage, lodging, transportation costs, overhead, profit, and any costs/fees necessary to ensure equipment/operators meet(s) the specified standards. **Daily Rates should reflect the anticipation of operating equipment up to 16 hours per day.**

Offerors will propose a mileage rate for transportation costs to and from the incident (mobilization and demobilization). **Do not include mileage in the daily rate.**

Adequate operators shall be provided to meet the work/rest safety guidelines (**Refer to C.6.7 Statement of Work**). The Finance Unit will work in tandem with the Planning Section to ensure contract resources are meeting the 2:1 work/rest safety guidelines.

Resources furnished under this agreement may be operated and subjected to extreme environmental and/or strenuous operating conditions, which, could include but is not limited to unimproved roads, steep, rocky, hilly terrain, dust, heat, and smoky conditions. As a result, by

entering into this agreement, the contractor agrees that what is considered wear and tear under this agreement is in excess of what the resource is subjected to under normal operations and is reflected in the rates paid for the resources.

The Incident Commander or responsible Government Representative is authorized to administer the technical aspects of this agreement.

**NOTE: Agreements starting in 2019 will require brakes on all axles.**

### **Section C: Statement of Work:**

1. **Agreement Period:** The estimated date of award is May 2018. The agreement period is for Three Years (2018-2021) and will result in a daily rate agreement including mileage.
2. **This agreement supersedes all Northern Rockies Geographic Area Fuel Tender Service EERAs in effect after the award date. This includes all equipment and pricing schedules. Contractor shall not renegotiate set rates when accepting a resource assignment under this award.**
3. Contractor shall not sign up the same equipment listed under this agreement with any other agreement to include National Park Service (NPS), United States Forestry Service (USFS), Bureau of Indian Affairs (BIA), Department of Natural Resources, and Conservation (DNRC), Fish & Wildlife Service (FWS), Idaho Department of Lands (IDL). **(I.e. shall not have the same equipment listed under this agreement signed up under more than one agreement.)**
4. It is estimated that the anticipated use period for resources within the Northern Rockies Geographic area may fall between June 1 and October 1 of each year. Potential use outside this period or anticipated use period could occur at any time.
5. Awarded BPA's will be emailed to the Contractor. Contractor shall have an email account setup in order to receive correspondence in a timely manner. Contractors must accept the offer of award within 10 days. Failure to accept offer of award within specified time implies rejection of the offer. The Contractor will provide availability status to the designated dispatch office within 10 days after award of agreement. **It is the Contractors responsibility to ensure any EERA/BPA's given in addition to the incident agreement number, will also reflect this agreement number.** Failure to do so could result in a delay for payment processing.
6. The Government or the Contractor can terminate the Agreement at any time by providing a 30-day notice in writing. The Government is obligated only to the extent of the authorized orders actually placed under any Agreement.
7. A resource list for Fuel Tender will be established following acceptance of awards. In the event awards are equal, those Contractors names will be randomly drawn at the time of dispatch based upon proximity to the incident, past performance, and price to

determine priority for that incident.

**C.1.1 Location/Description:**

1. The primary location for assignments shall be in the Northern Rockies Geographic Area set forth in the Agreement. Northern Rockies Geographic Dispatch Zones for northern Idaho, Montana, and North Dakota with contact information is available at:
  - a. <http://www.fs.fed.us/r1/fire/nrcg/agree-contract/signup.html>

CDC – Coeur d’ Alene, ID	BRC – Hamilton, MT	BDC – Billings, MT
GVC – Grangeville, ID	DDC – Dillon, MT	LEC – Lewistown, MT
KDC – Libby, MT	HDC – Helena, MT	MCC – Miles City, MT
KIC – Kalispell, MT	GDC – Great Falls, MT	NDC – Bismark, ND
MDC – Missoula, MT	BZC – Bozeman, MT	

**C.1.2 Quotes:**

1. Quotes for Fuel Tender services shall only be accepted for the primary geographic area where the Fuel Tender and operator will be located during the fire season. Only one agreement will be executed for all equipment signed up for an individual contractor to include all of the contractor’s physical locations.
2. Prior to execution of any agreement, the vehicle shall be inspected by the Government to determine that it meets all the terms, conditions and specifications set forth herein. In addition to meeting all applicable Federal Department of Transportation, State and Fuel Tender requirements, adequate public liability, property damage and Workman's Compensation insurances and OSHA compliance, the truck shall be safe (brakes, tires, headlights, turn indicators, etc.), in good mechanical condition, and meet all applicable Federal, State and local fire regulations relating to motor vehicles and equipment. Equipment that fails the inspection or fails to comply with State laws, such as gross vehicle weight laws for the capacity offered shall be rejected. Government may allow one re-inspection after the failed inspection when failure reasons are rectified. **Contractors may not attempt to find another federal or state agency to inspect failed equipment without discussing the circumstances with the Contracting Officer.**
3. In addition to the pre-award certification for Fuel Tender inspection and pre-use inspections, each truck may be inspected at any time it is under hire. Trucks that fail to meet all the requirements herein shall be considered as withdrawn (**Refer to C.17 Incident Pre-Use Inspection**). Equipment failing any inspection may be given the 24hrs to remedy any issue, at the discretion of the IC. (**Refer to C.18 Non-Compliance After Acceptance at the Incident**).
4. An agreement will be entered into with each contractor meeting all the requirements set forth herein. No agreement will be signed when the price is not within a reasonable

range when compared to other quotations for the same equipment. If the price range is too low, the Contractor may be contacted

## **C.2 EQUIPMENT REQUIREMENTS:**

1. Equipment shall meet all standards established by specification or incorporated by reference and shall be maintained in good repair by the Contractor.
2. The preferred method of hire is a daily rate with the contractor providing the operating supplies, one operator per shift, and the ability to accept major creditcards.
3. Contractors shall accept major credit cards for payment of fuel at the work site. (i.e. VISA, MasterCard, Discover, American Express)
  - a. If the Contractor is unable to run or accept credit cards, a 3% deduction from the Daily Rate shall apply.
  - b. WEX Cards are not considered major credit cards. A 3% addition will be made to the daily rate if the vendor runs the WEX card at the incident
  - c. If accepting WEX Cards Contractors need to ensure the following information is collected, otherwise there may be a delay in payment processing to the Contractor.
    - i. WEX Card PIN
    - ii. Vehicle Mileage at the time of fuel purchase
4. If camp location precludes the use of credit cards, the contractor shall use a credit card imprinter to run the credit card upon returning to their designated office.
5. The Emergency Equipment Fuel and Oil Issue tickets, OF-304, will be used if applicable.
6. Fuel Tender shall be fully registered as a commercial vehicle and be current with all DOT, EPA and state inspection requirements.
7. Fuel Tenders shall be provided with a qualified operator at all times.
8. Fuel Tender dispensing system must have a separate dispensing system for each product offered.
9. Fuel Tender meter shall meet certification requirements to measure accurate deliveries in the state where the vehicle is licensed. (State Weights & Measures or equivalent agency)
10. Spill containment kits are required and must meet state hazardous materials containment requirements.

11. No separate payments will be made for nursing tender or spill containment kits.

**C.2.1 Contractor Provided Equipment:**

1. Equipment Typing:

- a. Fuel Tender
  - i. Type I – 2500 + gallons
  - ii. Type II – 1500-2499 gallons
  - iii. Type III – 1000-1499 gallons

**C.2.2 Fuel Tender:**

1. Fuel Tender tank- shall have the following proof of testing:

- a. Have proof of a current yearly visual and leakage (VK) test
- b. Have proof of an Internal and Pressure (I&P) inspection within the last 5 years
- c. All fuel tenders must comply with local certification processes for Northern Rockies Geographic Area

2. Valves:

- a. All tank control valves shall be protected by an emergency shutoff valve.
  - i. This applies regardless of the location of the valve on the tank (Top/Bottom)
- b. Handles should be painted red or a decal should direct the user to the emergency valve.
- c. All valves should shut completely with no leaking fuel
- d. Tank control valves equipped with fusible nuts

3. Wiring:

- a. All electrical wiring within tank compartments shall be covered with no exposed wire
- b. All lights and switches shall be in explosion proof housings

- c. Openings into fixtures shall be protected with rubber grommets to seal out fuel fumes.
4. Hoses and nozzles:
- a. All hoses shall be in good condition with no deep cracks or leaking surfaces.
  - d. Nozzles shall be of proper size for dispensing fuel
  - e. Large nozzle for Diesel
  - f. Small nozzle for Unleaded
  - g. Hoses shall be in good condition with no deep cracks or leaking surfaces
  - h. Fuel Tender must have a bonded hose reel and or a ground rod and cable for grounding the tender while fueling.

**C.2.3 Safety Items:**

1. 2A-10BC Fire Extinguisher
2. Fuel spill response kit: (must meet hazardous material containment requirements) (This section is subject to change as the HAZMAT regulations change):
  - a. Minimum of a five (5) gallon bucket to serve as a spill skit or commercial spill kit bag
  - b. 10 each 15x19 inch White oil – Only heavy weight sonic bonded pads
  - c. 2 each 3” W x 4” L White oil – only sorbent socks
  - d. One pair of nitrile gloves
  - e. One pair of safety goggles
  - f. One each 30” x 6” x 60” yellow Disposal Bag & Tie
3. Hazardous materials compliance pocketbook (Most Current Edition)
4. Emergency Response guidebook (Most Current Edition)

**C.2.4 Operational Requirements:**

- (a) The Contractor shall provide a properly trained and licensed operator to manage the daily



operations of the fuel tender. The Contractor shall be responsible to provide fuel for the incident in a safe and efficient manner.

(b) Contractors shall be able to accept all major credit cards for payment of fuel and providing complete the Emergency Equipment Fuel and Oil Issue tickets, OF-304, and reconcile the with the finance section on a daily basis.

(1) Per gallon price will be established at the time of hire based on the vendors cost plus a reasonable markup to include consideration for credit card surcharges if applicable. Vendor fuel costs supporting the price per gallon may be requested by the Government. Per gallon prices shall be displayed in a visible fashion.

(2) No separate payments will be made for nursing tender or spill containment kits or structures.

(3) Off-road diesel fuel shall not be dispensed by the fuel tender.

### **C.2.5 Fuel:**

1. Fuel will be paid at the current bulk fuel price.
2. Per gallon price will be established at the time of hire and shall be displayed in a visible fashion.
3. Due to the rapidly changing nature of fuel prices, no guarantees can be made for prices of fuel.
4. Off-road diesel fuel shall not be provided by the fuel tender.
5. Types and quantities of Fuel required, (Diesel & Gasoline), will be established at the time of hire.

### **C.3. FUEL TENDER VEHICLE REQUIREMENTS:**

1. The Contractor shall provide dependable equipment that meets all applicable state and federal laws relating to motor vehicles and equipment. The Government reserves the right to conduct inspections at any time.
2. All transportation vehicles shall be in sound mechanical condition with sufficient horsepower and mainframe configurations to ensure successful performance on roads and highways, or in terrain described in these specifications.
3. **All vehicles under this Agreement shall be able to be legally driven on highways under their own power and be able to travel at a minimum of 50 miles per hour.**

4. Vehicles used under this Agreement shall be licensed and legally operable on all roads.
5. An audible reverse warning device (backup alarm) of 89 decibel or greater measured at 5 feet behind and in the center of the equipment. Switches to activate the alarm will not be allowed.
6. Fire Extinguisher, multi-purpose 2A:10B:C that is securely mounted to the vehicle and accessible by the operator
7. The fire extinguisher shall have a current annual inspection tag and the annual maintenance tag in regards to a 5-year annual inspection and every 12 years regarding a hydrostatic test on all dry powder, metal fire extinguishers.
8. Seat belts shall be available for the driver and any passengers in the Fuel Tender Truck.

**C.3.1 Chock Blocks (2 Required):**

1. Vehicle will be equipped with a pair of wheel chocks constructed of a height of 8 inches or more and a width of 7 inches or more.
2. Wheel Chocks shall be constructed of non-sparking material (aluminum)
3. Wheel Chocks must have a solid bottom of ribbing to prevent sinking in soft soil.
4. Wheel Chocks must have a face beveled at a 30-50 degree bevel.
5. Wheel Chocks base must be 1.4 times the height.
6. Wheel Chocks will be accepted if the manufacture specifies that the Chock meet SAE J-348, NFPA 1901 or 1906 for the size vehicle.

**C.3.2 GVWR/GAWR:**

1. No Fuel Tender shall exceed the manufacturer's GVWR or Gross Axle Weight Rating (GAWR) per axle when the vehicle is fully loaded and equipped.
2. The vehicle GVWR plate should be on the driver's side doorpost, driver's door, or in the glove compartment.
3. If missing or illegible, the Contractor shall provide a GVWR certificate from manufacturer stating front, rear, and total GVWR at the pre-season and incident inspections.
4. Only a written verifiable GVWR from the manufacturer or final stage manufacturer will be accepted.

### **C.3.3 Tires:**

1. Tires shall have loading rating in accordance with the vehicle Gross Vehicle Weight Ratings (GVWR).
2. All tires on the vehicles, including the spare tire, if required, shall have sound sidewalls, body, and tire tread depth of a minimum of 2/32 inch for drive axle and 4/32 inch for steering axle.

### **C.3.4 Prohibited Marking:**

1. Federal regulations prohibit the use of official agency shields or markings on private vehicles or property.

#### **C.3.4.1 Required Marking:**

1. Contractor will label all vehicles and trailers with an official company logo to be visibly located on the vehicles driver and passenger side doors.

### **C.3.5 Staffing and Personnel Requirements:**

1. Personnel Requirements: a) All Contractor personnel shall comply with Exhibit F, Safety Standards. Contractors shall comply with the Fair Labor Standards Act when employing persons under 18 years of age (Ref. 29 CFR 570).  
b) Minimum Age for Firefighting Resources. Persons under 18 years of age shall not perform hazardous or arduous duties during wildland fire management operations, including execution of prescribed burns.
2. Training/Experience: a) The Contractor shall provide all operating supplies and one operator per shift. Each person employed by the Contractor under this Agreement shall meet the following minimum requirements:
  - 1) Commercial Drivers License (CDL) with the appropriate endorsements and medical card valid for the state in which the operator resides.
  - 2) All operators shall be able to operate the equipment safely up to the manufacturers limitations.
  - 3) If tank is greater than 1,000 gallons and the truck has a GVWR of 26,000 pounds or more, a tank endorsement is required.
  - 4) Training certification for Annual Fireline Safety Refresher (RT-130) or equivalent training for each operator. All operators shall be able to operate the equipment safely up to the manufacturer's limitations. A list of Northern Rockies Training Providers can be found at: <http://www.fs.fed.us/r1/fire/nrcg/>b) The government reserves the right to verify training at any time for all operators.

### **C.3.6 English Speaking Requirement:**

1. Communications between Contractor crew personnel and Government incident personnel is mandatory for safe and effective performance. Contractor's representative shall be able to proficiently communicate in English, in the language of the crew, and read and communicate the Incident Action Plan, Safety Alerts, etc.
2. All radio communication on Government-assigned frequencies shall be in English.

#### **C.4 EQUIPMENT RELIABILITY:**

1. The Contractor shall provide dependable equipment that meets all applicable state and federal laws relating to motor vehicles and equipment. The Government reserves the right to conduct inspections at any time.

#### **C.5 AVAILABILITY:**

1. The Contractor is responsible for maintaining their current status by informing their host dispatch center of their availability, or if available, self-status in the Resource Ordering Status System (ROSS). When contract resources are unavailable, the resources will not be eligible for dispatch under the Agreement.

#### **C.6 ORDERING PROTOCOL FOR RESOURCES:**

1. This Agreement does not preclude the Government from using any Agency or Agency Cooperator owned resources before resources are mobilized under this Agreement.
2. The Contractor shall restrict calls to the host dispatch center only. Dispatchers will not provide information, such as "when or if a Contractor will be called for an assignment" or "status of other contractors".

##### **C.6.1 Dispatch Priority:**

1. Each host dispatch center will give dispatch priority to the resource offering the greatest advantage (**Refer to C.6.2**) BEFORE all other private resources not under Agreement with the following exceptions:
  - a. For initial attack, dispatchers will follow the "closest forces" concept and utilize locally available resources according to agency and incident needs. The resource ranking will not be used during initial attack and Contractor resources may or may not be used.
  - b. Tribal preference policy established within reservation jurisdiction.
  - c. Government normally will dispatch resources in accordance with this protocol; however, the number of fire orders in process and actual fire conditions at the time of dispatch may require a deviation from normal procedures in order to respond effectively to such conditions. Any such deviation will be within the discretion of Government, and will not be deemed a violation of any term or condition of this

Agreement.

- d. Upon receipt of a resource order by a host dispatch center, Government Dispatchers will not hold the Contractor resources in reserve as a contingency force in a non-pay status when that resource is available.

**C.6.2 Awarded Equipment for Resource List:**

1. All resources on an awarded Agreement will be listed on a resource list by Host Dispatch Zone or Geographic Area ONLY.

**C.6.3 Ordering Procedures for Resources:**

1. The geographic resource list will identify Contractor resources, location, and price. The Government ordering official (Dispatch, Local Office, etc.) will consult the geographic resource list when an incident occurs and choose the Contractor closest to the incident taking Contractor and mobilization costs into consideration. The ordering official will inform the Contractor of the location, quantity required, and date and time needed. If that Contractor is unable to meet the requirements, the next closest Contractor will be contacted, etc.
2. If all contractor resources on the resource list are depleted within the Host Dispatch Zone, orders will be placed utilizing established dispatch procedures.

**C.6.4 INFORMATION REQUIRED WHEN PLACING ORDERS:**

**C.6.4.1 Acceptance:**

At the time of acceptance of the assignment, the following information will be given to the Contractor:

1. Resource Order Number
2. Incident Order Number and Name of Incident
3. Date and time to report to incident
4. Descriptive location of the designated site where the Contractor shall meet a Government representative. A map, if available, will be provided to the Contractor at time of hire.
5. Incident contact phone number for further information
6. Fire Code/Funding Code
  - a. Prior to departing for the incident, the Contractor shall provide to dispatch the complete name of each person dispatched with the resource, and the Estimated

Time of Delivery (ETD) and Estimated Time of Arrival (ETA) from point of dispatch.

- b. Dispatch offices may use a FAX or email to provide a hard copy of the resource order to the Contractor.

### **C.6.5 DISPATCHING PROCEDURES:**

#### **C.6.5.1 Dispatch:**

1. When receiving a dispatch call, the Contractor shall confirm their availability and ability to meet specified timeframes. If the Contractor cannot be reached or is not able to meet the time and date needed, the dispatcher may proceed with contacting the next resource on the resource list.
2. At time of dispatch, a resource order number will be assigned. The Contractor shall furnish the assigned resource order number upon arrival and check in at the assignment.
3. Contractor shall check in at the assignment at the time agreed upon when dispatched.

#### **C.6.5.2 Travel Time:**

1. The Government shall estimate the travel time to and from the incident.
2. Travel time via ground transportation shall be calculated by dividing distance (from point of hire to incident, or incident-to-incident or incident to point of hire) by average travel speed of 45 mph, plus applicable rest time. (**Payment for travel will be made per C.21.8.**)

### **C.6.6 Emergency Incident Driving:**

1. The Contractor shall follow the driving regulations and work/rest guidelines listed in the **Interagency Incident Business Management Handbook (IIBMH)**. The IIBMH can be found on the National Wildfire Coordinating Group's website using the following link:
  - a. [http://www.nwcg.gov/pms/pubs/iibmh2/pms902\\_iibmh.pdf](http://www.nwcg.gov/pms/pubs/iibmh2/pms902_iibmh.pdf)
2. The Contractor is responsible for complying with all other current Federal, State, and Local driving regulations.

### **C.6.7 Length Of Assignment & Crew Change Out:**

1. Work/rest guidelines are in place to ensure the health and safety of employees. Contractors shall ensure that their personnel adhere to the work/rest guidelines (minimum 2:1 work to rest ratio (for every 2 hours of work or travel, provide 1 hour of sleep and/or rest)).

2. To mitigate exceeding work/rest guidelines and manage the days of rest, the Government has the option to:
  - a. Request the Contractor to provide replacement personnel. Replacement personnel are subject to the work/rest guidelines and must arrive at the incident fully rested. The Government will not pay transportation cost for replacement personnel.
  - b. Release resources after a 14-day assignment.
  - c. With the Government's agreement, the contractor may choose to have their personnel remain at the incident base camp and not be placed on shift to allow proper rest. The time is not compensable when the Contractor is off shift in compliance with the length of assignment provisions. (**Refer to C.21.8.3 (5)**).

#### **C.6.8 Demobilization:**

1. The Incident Commander will determine the priority of demobilization.

#### **C.6.9 Release:**

2. Once released to the host dispatch center, the Contractor shall not accept new resource orders directly, nor seek out reassignments. Any new orders will originate from the host dispatch center.

#### **C.7 PROPERTY:**

##### **C.7.1 Accountable, Durable, and Consumable Goods:**

1. Accountable and durable property will not be loaned or exchanged at the incident.
2. The Contractor shall arrive at the incident fully outfitted and prepared to perform under the terms of the agreement. If the resource, upon arrival at the incident or during the course of the incident does not have the required equipment or personal protective equipment, it will be considered noncompliant.
3. The Contractor may be given 24 hours or a timeframe designated by a Government representative to bring the resource into compliance. (**Refer to C.17- Incident Pre-Use Inspection and C.18, Noncompliance after Acceptance at Incident**).
4. Contractor shall be charged for Consumable Goods supplied by the Government and used by the resource while Under Hire.
  - a. The cost of all Consumable Goods, with the exception of those specifically listed below, shall be deducted from payment to the Contractor.
  - b. At the Government's discretion, the Government may provide the following

incidental consumable goods at no cost, if available:

- i. One-quart plastic canteens
- ii. Plastic sheeting
- iii. Replacement radio batteries
- iv. Replacement headlamp batteries, as required while under hire.

**C.8 INFORMATION TO BE PROVIDED BY CONTRACTOR AT CHECK-IN:**

1. The Contractor shall carry a minimum of one **full, printed and legible** copies of the complete Agreement at all times. The Contractor shall furnish a copy of the complete Agreement to the Finance Unit.

**C.9 LAUNDRY SERVICE:**

1. If the Government provides a laundry service at the incident base camp, the Contractor may utilize the service at no cost.

**C.10 CAMPSITE:**

1. A campsite may be provided.
2. The Contractor shall provide sleeping equipment such as tents or shelters, sleeping bags, etc. If the Government cannot provide a campsite, an overnight allowance may be authorized. (See **C.21.5 Remain Overnight Allowance (RON)**).

**C.11 COMMISSARY:**

1. When authorized in writing by the Contractor, the Contractor's employees shall be permitted to use the commissary when one is available. (**Refer to C.21.8.3 Payments - Exceptions**).

**C.12 TIMEKEEPING:**

1. (**Refer to C.21.9.2**)

**C.13 CONTRACTOR'S REPRESENTATIVE:**

1. Unless otherwise designated, the operator(s) shall be considered the Contractor's Representative for this Agreement.

**C.14 FIRST AID, MEDICAL COVERAGE, AND EMERGENCY EVACUATIONS:**



**C.14.1 Medical Expenses:**

1. The contractor is financially responsible for employee medical expenses and coverage.
2. The Government may provide first aid at the incident at no charge to the contractor. Any other medical expenses incurred will be the responsibility of the contractor.
3. If contractor personnel become ill or are otherwise injured and incident transportation is not available, the Government may evacuate or transport the injured/ill person(s) to a medical facility/hospital utilizing a commercial source (e.g. ambulance or air transport such as Lifeflight).
4. Commercial transport costs will be the responsibility of the Contractor.

**C.14.2 Medical Documentation:**

1. Contractor shall provide the operator(s) with an adequate supply of appropriate insurance forms, insurance ID card(s), and other necessary documents. Such documents shall accompany the injured/ill person(s) when the medical need arises.

**C.15 VEHICLE CLEANING FOR NOXIOUS WEED CONTROL:**

1. The resource shall arrive at the incident or designated inspection point washed and free of noxious weed seeds. While at the incident, the Government will normally provide cleaning facilities. If the Government requires use of commercial facilities, the Government will reimburse the Contractor for these costs based on written receipts.

**C.16 PRE-AWARD INSPECTION:**

1. The Northern Rockies (NR) has established Memos of Understanding (MOUs) with inspection providers for inspection of both equipment and personnel qualifications. Vendors must contact a NR inspection MOU holder for inspection schedules and locations for equipment inspections. The list of inspection providers is available on the Northern Rockies Coordinating Group (NRCG) website at: <http://www.fs.fed.us/r1/fire/nrcg/agree-contract/index.html>. All equipment must be inspected; completed equipment inspection forms must be submitted to Contracting Officer no later than close of business on April 28, 2017. The equipment offer must match the equipment specification and the inspection form OF-296 submitted.

**C.17 INCIDENT PRE-USE INSPECTION:**

1. All resources furnished under this agreement shall be in acceptable condition. The

Government reserves the right to reject resources that are not in safe and operable condition. Prior to incident use or anytime the resource is under hire, the Government will perform inspections utilizing form OF-296 "Vehicle/Heavy Equipment Safety Inspection Checklist" to insure compliance with the Agreement requirements.

2. The Contractor shall provide proof of insurance (cab card) and a current vehicle registration.
3. If the resource does not pass inspection at the incident or designated inspection station, it is considered noncompliant. The Contractor may be given 24 hours or period designated by Government representatives to bring the resource into compliance. If the resource does not pass inspection, no payment will be made for travel to the incident or point of inspection or return to the point of hire, or for the time that the resource was not available.
4. Upon rejection, resource will be removed from the resource list until such time that the resource is brought into compliance and re-inspected at the Government's convenience.
5. Repeated failures at the pre-use incident inspection may be grounds for cancellation of the Agreement.
6. Government reserves the right to inspect at any time to include accurate deliveries of fuel.

#### **C.17.1 Inspection Reports:**

1. Copies of the incident inspection reports and related documentation shall be distributed as follows:
  - a. See attachment – Needs to match (**Equipment Inspection Form**)
  - b. The original shall remain with the fire documents on Host Unit.
  - c. A duplicate copy given to the Contractor regardless of compliance/non-compliance

#### **C.18 NON-COMPLIANCE AFTER ACCEPTANCE AT THE INCIDENT:**

1. If the resource is released due to noncompliance, documentation shall be immediately forwarded, by the Incident Management Team to the Contracting Officer; and the resource will be removed from the resource list until such time that the resource is brought into compliance and re-inspected at the government's convenience. (**Refer to C.21.8.3 Exceptions**).
2. Repeated notices of non-compliance may be grounds for cancellation of the Agreement.

#### **C.19 WORKMANSHIP:**

1. All work under this Agreement shall be performed in a safe manner to a professional standard.
2. The goal of performance under this Agreement is the suppression of Wild Land Fire and other emergency incident responses. The Incident Commander may release from an incident assignment any Contractor employee deemed incompetent, careless, or otherwise objectionable including violation of Harassment Free Workplace Policy (**Refer to C.19.2 Harassment Free Workplace and Section J. Harassment -Free Workplace Policy**).
3. It will be left to the discretion of the Incident Commander to demobilize an entire resource or to allow replacement of the noncompliant personnel. Documentation of the rationale for release will be provided to the CO subsequent to the action.
4. Accordingly, the Contracting Officer may require, in writing, the Contractors removal from use under this Agreement, any employee found incompetent, careless, or otherwise objectionable including violation of Harassment Free Workplace Policy. The Contracting Officer may require other proof of mitigation.
5. Misconduct may result in the suspension or cancellation of this Agreement. If an employee or crew is terminated, quits, or otherwise is released from the incident for any reason, the Contractor is responsible for returning the employee(s) to the point of hire with a departure time from the Incident Command Post (ICP) no later than 12 hours or time specified by a government official following such decision.
6. The Contractor may, at their discretion, provide such transportation, or request the Incident Management Team (IMT) to arrange for the transportation with all transportation costs deducted from Contractor's payment.
7. If the Contractor does not act in a timely manner (i.e., Contractor's employee(s) not departing from the ICP for return to point of hire within the specified time period), the IMT has authority to transport said employee or arrange for employee's transportation and to deduct all such transportation costs from Contractor's payment.

#### **C.19.1 Incident Behavior:**

1. It is extremely important that inappropriate behavior be recognized and dealt with promptly.
2. Inappropriate behavior is all forms of harassment including sexual and racial harassment.
3. HARASSMENT IN ANY FORM WILL NOT BE TOLERATED.
4. Nonprescription unlawful drugs and alcohol are not permitted at the incident. Possession or use of these substances will result in the Contractor being released from the incident.

5. During off-incident periods, personnel are responsible for proper conduct and maintenance of fitness for duty. Drug or alcohol abuse resulting in unfitness for duty will normally result in the Contractor being released from the incident.
6. Sexual harassment is defined, as unwelcome sexual advances, request for sexual favors, and other verbal or physical conduct of a sexual nature constitute sexual harassment when:
  - a. Submission to such conduct is made either explicitly or implicitly a term or condition of an individual's employment
  - b. Submission to or rejection of such conduct by an individual is used as the basis for employment decisions affecting such individual, or
  - c. Such conduct has the purpose or effect of unreasonably interfering with an individual's work performance or creating an intimidating, hostile, or offensive working environment.

#### **C.19.2 Harassment Free Workplace:**

1. Contractors and all Incident Employees shall abide by "U.S. Code, Title VII, Civil Rights Act of 1964, Executive Order EO-93-05, Secretary's Memorandum 4430-2 Workplace Violence Policy, and Harassment Free Workplace (29 CFR Part 1614)".
2. Regulations can be found at
  - a. [www.gpoaccess.gov/](http://www.gpoaccess.gov/)

#### **C.19.3 Firearm-Weapon Prohibition:**

1. The possession of firearms or other dangerous weapon (18 USC 930 (f) (2) are prohibited at all times while on Government Property and during performance of services, under this agreement unless directly related/used for the service provided. The term dangerous weapon does not include pocketknives with a blade less than 2 ½ inches in length or multipurpose tools such as a Leatherman.

#### **C.19.4 Contractor Provided Documentation and Test Results:**

1. Contractor, upon request, or Contractor Staff, will relinquish all information to include communications whether written, oral, or electronic, and any pertinent documentation. This is to include inspection reports, invoices and other financial information, performance reports, issues while on incident, non-compliance, and health inspection results to the requesting official and the original Contracting Officer.
2. Contractor shall not in any way interfere with the course of this agreement or the

information collected herein. Any information obtained will be used for servicing of this agreement and official use only.

## **C.20 PERFORMANCE EVALUATIONS:**

1. The Contractor's performance will be documented on the Standard Contractor Performance Report which will be completed at the incident by the government representative supervising the work.
2. This form is the only performance evaluation form that will be accepted by the Contracting Officer. The evaluator's signature shall be legible or printed on the form.
3. If the supervising Government representative is released from the incident prior to the release of the resource, the government representative shall complete a performance evaluation prior to demobilization, for work the resource performed under their supervision.
4. A copy of the evaluation form(s) will be given to the Contractor at the incident, one forwarded to the CO, and one copy retained in the Host unit incident file. In addition, one copy will be provided to the Northern Rockies Coordination Center, 5765 West Broadway, Missoula, MT. 59808.
5. The evaluation forms, in addition to other performance information will be utilized to facilitate the compilation of the Contractor's performance report for each Agreement year and may be used in past performance evaluations for future procurements.
  - a. <http://www.fs.fed.us/r1/fire/nrcg/agree-contract/StandardContractorPerformanceReport.pdf>

## **C.21 PAYMENTS:**

1. Payments will be made in accordance with (C.21.8 Payments).

### **C.21.2 Withdrawal of Resource(S):**

(Refer to C.21.8.3(2))

### **C.21.3 Repairs:**

1. Repairs shall be made and paid for by the Contractor. The Government may, at its option, elect, to make such repairs when necessary to keep the resource operating. The cost of such repairs will be \$90 per hour plus parts, and will be deducted from payment to the contractor.

### **C.21.4 Operating Supplies:**

1. Even though this agreement may specify that all operating supplies are to be furnished by the Contractor, the Government may, at its option, elect to furnish such supplies when necessary to keep the resource operating.
2. The cost of such supplies will be determined by the Government and deducted from payment to the Contractor.

#### **C.21.5 Remain Overnight Allowance (Ron):**

1. This is not applicable to travel to and from the incident Contractors are not paid per diem or lodging expenses to and from incidents.
2. When the Government cannot provide a campsite or meals, and if pre-approved by the **user unit** and properly **receipted and invoiced**, actual lodging expenses incurred by Contractors providing services under an Agreement whether for severity or incident responses are reimbursable.
3. Food and drink would be based on maximum CONUS per diem rates minus any Government-provided meals. The maximum allowable rates, excluding taxes, are referenced in the Continental United States (CONUS) rates in the Federal Travel Regulations (FTR).
4. The standard CONUS single occupancy-lodging rate is referenced in CONUS. Double occupancy of hotel rooms may be required. Any associated lodging taxes are reimbursable as documented on the lodging invoice. If the resource is allowed to return to its dispatch location during off-shift time, RON allowance is not authorized.
5. The maximum RON that shall be allowed is based on the number of crewmembers shown on the shift ticket. Payment shall be included as an addition on the OF-286 Emergency Equipment Use Invoice. Documentation of authorization shall be included.

#### **C.21.6 Food & Drink:**

1. Contractors are required to provide sufficient food & drink to support the crew while in travel status and the first shift of the incident. This is not reimbursed by the Government.
2. After that time, when Government subsistence at incident camps are available, meals for Contractor's operator(s) will be furnished without charge. Government will furnish meals without cost if restaurant subsistence is approved for the camp for incident personnel.
3. The Government, during demobilization and/or reassignment, may provide sack lunches to the Contractor personnel without charging the Contractor.

#### **C.21.7 Order Cancellation:**

Order cancellation/enroute. If the order is cancelled after the resource order has been confirmed, and the resource is enroute, the resource is considered mobilized. Payment will be made by the host agency in accordance with D.21.8.

**C.21.8 Payments:**

1. Each incident host agency is responsible for their incident payments, regardless of the contracting agency. The payment office will be designated in block 9 on the Emergency Equipment - Use Invoice, Form OF-286.
2. The time under hire shall start at the time the resource begins traveling to the incident after being ordered by the Government, and end at the estimated time of arrival back to the point of hire after being released, except as provided in (C.21.8.3. Exceptions)

**C.21.8.1 Rates of Payments:**

1. Rates for equipment hired with Contractor furnished operator(s) shall include all operator(s) expenses. Payment will be at rates specified and, except as provided in (C.21.8.3 Exceptions), shall be in accordance with the following:
  - a. **Time Under Hire:**
    - i. The time under hire shall start at the time the equipment begins traveling to the incident after being ordered by the Government, and end at the estimated time of arrival back to the point of hire after being released.
  - b. **Work Rates:**
    - i. (Daily/Mileage/Shift Basis) shall apply when equipment is under hire as ordered by the Government and on shift, including relocation of equipment under its own power.
  - c. **On-Shift:**
    - i. Includes time worked, time that resource is held or directed to be in a state of readiness, and compensable travel (resource traveling under its own power) that has a specific start and ending time
  - d. **Special Rates:**
    - i. Shall apply when specified
  - e. **Daily Rate:**

- i. Payment will be made on basis of calendar days (0001 - 2400). For fractional days at the beginning and ending of time under hire, payment will be based on 50 percent of the Daily Rate for periods less than 8 hours.
- ii. Under the daily rate, equipment is staffed with operator(s).
- iii. A 3% deduction from the daily rate will apply if unwilling or not able to accept all major credit cards as a form of payment for fuel at the incident.
- iv. WEX Cards are not considered major credit cards

**f. Daily Rate and Mileage:**

- i. Is considered to and from the incident (mobilization and demobilization) from city and state listed on schedule of items.
- ii. Government directed mileage (i.e. Spike Camp or Helibase)

**g. Daily Rate:**

- i. Payment will be made on basis of calendar days (0001 \_ 2400). For fractional days at the beginning and ending of time under hire, payment will be based on 50% percent of the Daily Rate for periods less than 8 hours.

**C.21.8.2 Method Of Payment:**

1. Lump-sum payment will normally be processed at the end of the emergency assignment. However, partial payment may be authorized as approved by the incident agency.
2. Payment for each calendar day will be made for actual units ordered and performed under Daily rates.

**C.21.8.3 Exceptions:**

1. No further payment will accrue during any period that resource under hire is not in a safe or operable condition or it is not available for the assigned shift or portions of the assigned shift. Payment will be based on the hours the resource was operational during the assigned shift, as documented on the shift ticket versus the designated shift, as shown on the Incident Action Plan.
2. If the Contractor withdraws resources prior to being released by the Government, no further payment shall accrue and the Contractor shall bear all costs of returning resources to the point of hire.



3. After inspection and acceptance for use, resources that cannot be replaced or be repaired at the site of work by the Contractor or by the Government in accordance with **(C.18 Non-compliance After Acceptance at the Incident)**, within 24 hours, may be considered as being withdrawn by the Contractor. This is in accordance with **(Paragraph b)** above, except that the Government shall pay return travel. The Government shall calculate travel in accordance with **C.21.8.1 Rates of Payments** based on a normal release resource. The Contractor shall bear any additional cost returning resource and/or operator(s) to the point of hire.
4. No payment will accrue when the contractor is off shift in compliance with the mandatory "Work/Rest" and "Length of Assignment" provisions. **(Refer to C.6.7 – Length of Assignments & Crew Change Out)**
5. Deductions, unless specifically stated elsewhere in this agreement, the cost of any supplies, materials, or services, including commissary, provided for the Contractor by the Government will be deducted from the payment to the Contractor.

#### **C.21.9 INVOICING PROCESS:**

##### **C.21.9.1 :**

1. The resource shall have One **full, printed, and legible** copies of the Agreement and the Resource Order information for the assigned incident.

##### **C.21.9.2 :**

1. After each operational period worked, time will be verified and approved by the Government Agent responsible for ordering and/or directing use the resource. Time will be recorded to the nearest quarter hour worked.
2. The Government will verify the Contractor's time on an Emergency Equipment Shift Ticket (OF-297) (Refer to Section 3 Internal Attachments, Subsection 3.). The Government and the Contractor representatives will sign the OF-297 verifying the hours worked daily. Each operator's name shall be listed on the shift ticket.

##### **C.21.9.3 :**

1. The Finance Unit or designated representative will post the equipment time to an Emergency Equipment Use Invoice, Optional Form 286 (OF-286)

##### **C.21.9.4 :**

1. When the resource is released to return to the Designated Dispatch Point (DDP), the Finance Unit will close out the Invoice including estimated time for return travel.

##### **C.21.9.5 :**

1. The incident will submit a payment package including all signed originals of OF-286, copy of SF-1449, copy of resource order, and transmittal sheet to the designated incident agency's payment office. The Contractor will be given a copy of all payment documents at the incident.

**C.21.9.6 :**

1. The Agency that requested the resource under this Agreement will be the responsible Agency for Contractor payment. Contractor will be paid according to the terms of this Agreement. This will occur at the time the incident is demobilized, Contractor is released, or sooner as determined by the Finance Unit.

**C.22 TIMEKEEPING:**

1. After each operational period worked, time will be verified and approved by the Government Agent responsible for ordering and/or directing use of the resource. Time will be recorded for daily usage.
2. The Government will verify the Contractor's time on an Emergency Equipment Shift Ticket (OF-297). The Government and the Contractor representatives will sign the OF-297 verifying the hours worked daily.
3. It is the responsibility of the Contractor to turn the completed Emergency Equipment Shift Tickets (OF-297), into the Finance Unit for timeposting.
4. When the resource is released to return to the Host Dispatch Center, the Finance Unit will close out the Emergency Equipment Use Invoice (OF-286).
5. The incident will submit a payment package, including all signed originals of the Emergency Equipment Use Invoice (OF-286), Emergency Equipment Shift Tickets (OF-297), inspection form, and copy of the resource order to the designated incident agency's payment office.
6. The Contractor will be given a copy of all payment documents at the incident.

**D.22 RESOURCE REPLACEMENT**

The intent of this clause is to provide permanent substitution of resources, not intermittent or additional resources. The Contractor is obligated to provide the resources offered in the proposal. New resources may not be added to the agreement with the exception of replacement resources as provided below.

**D.22.1** Replacement of Resources with equal or better equipment may be done at the discretion of the signatory CO through a modification without change to the Agreement rates or position on

the priority dispatch list. Replacement resources shall be inspected and accepted, if required by the solicitation, and approved in advance of use.

**D.22.2** Repair of auxiliary/peripheral equipment with equal or better equipment may be done at any time, and does not require a modification to the agreement. Replacement equipment shall be inspected and accepted, if required by the solicitation, and approved in advance of use. If providing replacement equipment as outlined in this section, Contractor shall submit a copy of all replacement equipment to the contracting officer.

**C.24 AUTHORIZED PERSONNEL TO PLACE ORDERS:**

1. Dispatchers, Buying Team Members, Finance Section Chiefs, Procurement Unit Leaders, Contracting Officers, and Purchasing Agents are authorized to place orders against this agreement. Orders must be placed in accordance with established ordering procedures as specified in National and Regional mobilization guides.

**C.25 CLAIM SETTLEMENT AUTHORITY:**

1. When settling claims, the successor-contracting officer is any contracting officer acting within their delegated warrant authority, under the clauses of this agreement, and limits set by the incident agency.
2. Claims should be filed and settled by the Contractor or Contractor Representative while at the incident.

**C.26 CHANGES TO AGREEMENTS:**

1. **Changes to Agreements may only be made by the original signing procurement official or a designated successor-contracting officer.**
2. If the original signing procurement official or designated successor-contracting officer is not available and adjustments are deemed appropriate, an Emergency Equipment Rental Agreement (EERA) shall be executed at the incident and shall be applicable **only** for the duration of that incident.
3. The EERA must include name and location of the incident, original agreement number that equipment is signed under, name and contact information of contracting officer making the change to include justification for the change.
4. A copy of the EERA will be forwarded to the Contracting Officer located on the original agreement the equipment is signed under.

**C.27 LOSS, DAMAGE, OR DESTRUCTION:**

1. For equipment furnished under this agreement **without** an operator, the Government will assume liability for any loss, damage or destruction of such equipment, except that no

reimbursement will be made for loss, damage or destruction due to:

- a. Ordinary wear or tear,
  - b. Mechanical failure, or
  - c. The fault or negligence of the Contractor or the Contractor's agents or employees or Government employee owned and operated equipment.
2. For equipment furnished under this agreement **with** an 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 negligence, or wrongful act(s) of Government employee(s) while acting within the scope of their employment.
3. The operator is responsible for operating the equipment within its operating limits and responsible for safety of the equipment.

**C.29 FAR 52.247.21 - CONTRACTOR LIABILITY FOR PERSONAL INJURY AND/OR PROPERTY DAMAGE (APR 1984):**

1. The Contractor assumes responsibility for all damage or injury to persons or property occasioned through the use, maintenance, and operation of the Contractor's vehicles or other equipment by, or the action of, the Contractor or the Contractor's employees and agents.
2. The Contractor, at the Contractor's expense, shall maintain adequate public liability and property damage insurance during the continuance of this contract, insuring the Contractor against all claims for injury or damage.
3. The Contractor shall maintain Workers' Compensation and other legally required insurance with respect to the Contractor's own employees and agents.
4. The Government shall in no event be liable or responsible for damage or injury to any person or property occasioned through the use, maintenance, or operation of any vehicle or other equipment by, or the action of, the Contractor or the Contractor's employees and agents in performing under this contract. The Government shall be indemnified and saved harmless against claims for damage or injury in such cases.

## **Section I: Clauses**

### **52.252-2 – Clauses Incorporated by Reference (Feb 1998)**

This contract incorporates one or more clauses incorporated 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. In addition, the full text of a clause may be accessed electronically at this web address:

### **52.217-8 -- Option to Extend Services.**

#### **Option to Extend Services (Nov 1999)**

The Government may require continued performance of any services within the limits and at the rates specified in the contract. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by written notice to the Contractor within \_\_\_30\_\_\_ (days).

(End of Clause)

### **52.217-9 -- Option to Extend the Term of the Contract.**

#### **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 \_3\_(years).

(End of Clause)

<http://farsite.hill.af.mil/vffara.htm>

**52.204-9 – Personal Identity Verification of Contractor Personnel (Jan 2011)**

**52.204-13 – System for Award Management Maintenance (Oct 2016)**

**52.204-18 - Commercial and Government Entity Code Maintenance (Jul 2016)**

**52.212-4 – Contract Terms and Conditions – Commercial Items (Jan 2017)**

**52.222-22 – Previous Contracts and Compliance Reports (Feb 1999)**

**52.232-18 – Availability of Funds (Apr 1984)**

**52.233-4 – Applicable Law for Breach of Contract Claim (Oct 2004)**

**52.242-15 – Stop Work Order (Aug 1989)**

(End of Clause)

**52.212-5 – Contract Terms and Conditions Required to Implement Statutes or Executive Orders – Commercial Items (Jan 2018)**

(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) [52.203-19](#), Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements (Jan 2017) (section 743 of Division E, Title VII, of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235) and its successor provisions in subsequent appropriations acts (and as extended in continuing resolutions)).
- (2) [52.209-10](#), Prohibition on Contracting with Inverted Domestic Corporations (Nov 2015).
- (3) [52.233-3](#), Protest After Award (Aug 1996) ([31 U.S.C. 3553](#)).
- (4) [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 (Sept 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 (June 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 2016) (Pub. L. 109-282) ([31 U.S.C. 6101 note](#)).
- \_\_\_ (5) [Reserved].
- \_\_\_ (6) [52.204-14](#), Service Contract Reporting Requirements (Oct 2016) (Pub. L. 111-117, section 743 of Div. C).
- \_\_\_ (7) [52.204-15](#), Service Contract Reporting Requirements for Indefinite-Delivery Contracts (Oct 2016) (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](#)).
- \_\_ (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](#)).
- \_\_ (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](#)).
- \_\_ (ii) Alternate I (Nov 2011).
- \_\_ (iii) Alternate II (Nov 2011).
- \_\_ (15)(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](#).
- \_\_ (16) [52.219-8](#), Utilization of Small Business Concerns (Nov 2016) ([15 U.S.C. 637\(d\)\(2\)](#) and (3)).
- \_\_ (17)(i) [52.219-9](#), Small Business Subcontracting Plan (Jan 2017) ([15 U.S.C. 637\(d\)\(4\)](#)).
- \_\_ (ii) Alternate I (Nov 2016) of [52.219-9](#).
- \_\_ (iii) Alternate II (Nov 2016) of [52.219-9](#).
- \_\_ (iv) Alternate III (Nov 2016) of [52.219-9](#).
- \_\_ (v) Alternate IV (Nov 2016) 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 (Jan 2017) ([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 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\(a\)\(2\)](#)).
- \_\_ (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\(m\)](#)).
- X (25) [52.222-3](#), Convict Labor (June 2003) (E.O. 11755).
- X(26) [52.222-19](#), Child Labor—Cooperation with Authorities and Remedies (Oct 2016) (E.O. 13126).
- X (27) [52.222-21](#), Prohibition of Segregated Facilities (Apr 2015).
- X (28) [52.222-26](#), Equal Opportunity (Sept 2016) (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).

X (33)(i) [52.222-50](#), Combating Trafficking in Persons (Mar 2015) ([22 U.S.C. chapter 78](#) and E.O. 13627).

\_\_ (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). (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](#).)

\_\_ (35) [52.222-59](#), Compliance with Labor Laws (Executive Order 13673) (Oct 2016). (Applies at \$50 million for solicitations and resultant contracts issued from October 25, 2016 through April 24, 2017; applies at \$500,000 for solicitations and resultant contracts issued after April 24, 2017).

**Note to paragraph (b)(35):** By a court order issued on October 24, 2016, 52.222-59 is enjoined indefinitely as of the date of the order. The enjoined paragraph will become effective immediately if the court terminates the injunction. At that time, GSA, DoD and NASA will publish a document in the Federal Register advising the public of the termination of the injunction.

\_\_ (36) [52.222-60](#), Paycheck Transparency (Executive Order 13673) (OCT 2016).

\_\_ (37)(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.)

\_\_ (38) [52.223-11](#), Ozone-Depleting Substances and High Global Warming Potential Hydrofluorocarbons (Jun 2016) (E.O. 13693).

\_\_ (39) [52.223-12](#), Maintenance, Service, Repair, or Disposal of Refrigeration Equipment and Air Conditioners (Jun 2016) (E.O. 13693).

\_\_ (40)(i) [52.223-13](#), Acquisition of EPEAT®-Registered Imaging Equipment (Jun 2014) (E.O.s 13423 and 13514).

\_\_ (ii) Alternate I (Oct 2015) of [52.223-13](#).

\_\_ (41)(i) [52.223-14](#), Acquisition of EPEAT®-Registered Televisions (Jun 2014) (E.O.s 13423 and 13514).

\_\_ (ii) Alternate I (Jun 2014) of [52.223-14](#).

\_\_ (42) [52.223-15](#), Energy Efficiency in Energy-Consuming Products (Dec 2007) ([42 U.S.C. 8259b](#)).

\_\_ (43)(i) [52.223-16](#), Acquisition of EPEAT®-Registered Personal Computer Products (Oct 2015) (E.O.s 13423 and 13514).

\_\_ (ii) Alternate I (Jun 2014) of [52.223-16](#).

X (44) [52.223-18](#), Encouraging Contractor Policies to Ban Text Messaging While Driving (Aug 2011) (E.O. 13513).

\_\_ (45) [52.223-20](#), Aerosols (Jun 2016) (E.O. 13693).

\_\_ (46) [52.223-21](#), Foams (Jun 2016) (E.O. 13693).

\_\_ (47)(i) [52.224-3](#), Privacy Training (JAN 2017) (5 U.S.C. 552a).

\_\_ (ii) Alternate I (JAN 2017) of [52.224-3](#).

\_\_ (48) [52.225-1](#), Buy American—Supplies (May 2014) ([41 U.S.C. chapter 83](#)).

\_\_ (49)(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.

\_\_ (ii) Alternate I (May 2014) of [52.225-3](#).

\_\_ (iii) Alternate II (May 2014) of [52.225-3](#).

\_\_ (iv) Alternate III (May 2014) of [52.225-3](#).

\_\_ (50) [52.225-5](#), Trade Agreements (Oct 2016) ([19 U.S.C. 2501](#), et seq., [19 U.S.C. 3301](#) note).

\_\_ (51) [52.225-13](#), Restrictions on Certain Foreign Purchases (June 2008) (E.O.'s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).

\_\_ (52) [52.225-26](#), Contractors Performing Private Security Functions Outside the United States (Oct 2016) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; [10 U.S.C. 2302 Note](#)).

\_\_ (53) [52.226-4](#), Notice of Disaster or Emergency Area Set-Aside (Nov 2007) ([42 U.S.C. 5150](#)).

\_\_ (54) [52.226-5](#), Restrictions on Subcontracting Outside Disaster or Emergency Area (Nov 2007) ([42 U.S.C. 5150](#)).

\_\_ (55) [52.232-29](#), Terms for Financing of Purchases of Commercial Items (Feb 2002) ([41 U.S.C. 4505](#), [10 U.S.C. 2307\(f\)](#)).

\_\_ (56) [52.232-30](#), Installment Payments for Commercial Items (Jan 2017) ([41 U.S.C. 4505](#), [10 U.S.C. 2307\(f\)](#)).

X (57) [52.232-33](#), Payment by Electronic Funds Transfer—System for Award Management (Jul 2013) ([31 U.S.C. 3332](#)).

\_\_ (58) [52.232-34](#), Payment by Electronic Funds Transfer—Other than System for Award Management (Jul 2013) ([31 U.S.C. 3332](#)).

\_\_ (59) [52.232-36](#), Payment by Third Party (May 2014) ([31 U.S.C. 3332](#)).

\_\_ (60) [52.239-1](#), Privacy or Security Safeguards (Aug 1996) ([5 U.S.C. 552a](#)).

\_\_ (61) [52.242-5](#), Payments to Small Business Subcontractors (Jan 2017)([15 U.S.C. 637\(d\)\(12\)](#)).

\_\_ (62)(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) [52.222-17](#), Nondisplacement of Qualified Workers (May 2014)(E.O. 13495).

X (2) [52.222-41](#), Service Contract Labor Standards (May 2014) ([41 U.S.C. chapter 67](#)).

X (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](#)).

**31361 Truck driver, Light Truck**  
**31362 Truck driver, Medium Truck**  
**31363 Truckdriver, Heavy Truck**  
**31364 Truckdriver, Tractor Traile**

- \_\_ (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](#)).
- \_\_ (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](#)).
- \_\_ (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](#)).
- \_\_ (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](#)).
- \_\_ (8) [52.222-55](#), Minimum Wages Under Executive Order 13658 (Dec 2015).
- \_\_ (9) [52.222-62](#), Paid Sick Leave Under Executive Order 13706 (JAN 2017) (E.O. 13706).
- \_\_ (10) [52.226-6](#), Promoting Excess Food Donation to Nonprofit Organizations (May 2014) ([42 U.S.C. 1792](#)).
- \_\_ (11) [52.237-11](#), Accepting and Dispensing of \$1 Coin (Sept 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 (Oct 2015) ([41 U.S.C. 3509](#)).
- (ii) [52.203-19](#), Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements (Jan 2017) (section 743 of Division E, Title VII, of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235) and its successor provisions in subsequent appropriations acts (and as extended in continuing resolutions)).
- (iii) [52.219-8](#), Utilization of Small Business Concerns (Nov 2016) ([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 \$700,000 (\$1.5 million for construction of any

public facility), the subcontractor must include [52.219-8](#) in lower tier subcontracts that offer subcontracting opportunities.

(iv) [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](#).

(v) [52.222-21](#), Prohibition of Segregated Facilities (Apr 2015)

(vi) [52.222-26](#), Equal Opportunity (Sept 2016) (E.O. 11246).

(vii) [52.222-35](#), Equal Opportunity for Veterans (Oct 2015) ([38 U.S.C. 4212](#)).

(viii) [52.222-36](#), Equal Opportunity for Workers with Disabilities (Jul 2014) ([29 U.S.C. 793](#)).

(ix) [52.222-37](#), Employment Reports on Veterans (Feb 2016) ([38 U.S.C. 4212](#))

(x) [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](#).

(xi) [52.222-41](#), Service Contract Labor Standards (May 2014) ([41 U.S.C. chapter 67](#)).

(xii)

[52.222-50](#), Combating Trafficking in Persons (Mar 2015) ([22 U.S.C. chapter 78](#) and E.O 13627). Alternate I (Mar 2015) of [52.222-50](#) ([22 U.S.C. chapter 78](#) and E.O 13627).

(xiii) [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](#)).

(xiv) [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](#)).

(xv) [52.222-54](#), Employment Eligibility Verification (Oct 2015) (E.O. 12989).

(xvi) [52.222-55](#), Minimum Wages Under Executive Order 13658 (Dec 2015).

(xvii) [52.222-59](#), Compliance with Labor Laws (Executive Order 13673) (Oct 2016) (Applies at \$50 million for solicitations and resultant contracts issued from October 25, 2016 through April 24, 2017; applies at \$500,000 for solicitations and resultant contracts issued after April 24, 2017).

**Note to paragraph (e)(1)(xvii):** By a court order issued on October 24, 2016, 52.222-59 is enjoined indefinitely as of the date of the order. The enjoined paragraph will become effective immediately if the court terminates the injunction. At that time, GSA, DoD and NASA will publish a document in the Federal Register advising the public of the termination of the injunction.

(xviii) [52.222-60](#), Paycheck Transparency (Executive Order 13673) (Oct 2016)).

(xix) [52.222-62](#), Paid Sick Leave Under Executive Order 13706 (Jan 2017) (E.O. 13706).

(xx)(A) [52.224-3](#), Privacy Training (Jan 2017) ([5 U.S.C. 552a](#)).

(B) Alternate I (Jan 2017) of [52.224-3](#).

(xxi) [52.225-26](#), Contractors Performing Private Security Functions Outside the United States (Oct 2016) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; [10 U.S.C. 2302 Note](#)).

(xxii) [52.226-6](#), Promoting Excess Food Donation to Nonprofit Organizations (May 2014) ([42 U.S.C. 1792](#)). Flow down required in accordance with paragraph (e) of FAR clause [52.226-6](#).

(xxiii) [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)

## **Section K: Provisions**

### **52.222-25 – Affirmative Action Compliance (Apr 1984)**

The offeror represents that --

- (a) It \* has developed and has on file, \* has not developed and does not have on file, at each establishment, affirmative action programs required by the rules and regulations of the Secretary of Labor (41 CFR 60-1 and 60-2); or
- (b) It \* has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.

(End of Provision) **52.204-6 Unique Entity Identifier. (Oct 2016)**

### **52.204-7 System for Award Management (Oct 2016)**

### **52.212-1 Instructions to Offerors—Commercial Items. (Jan 2017)**

(a) North American Industry Classification System (NAICS) code and small business size standard. The NAICS code and small business size standard for this acquisition appear in Block 10 of the solicitation cover sheet ([SF 1449](#)). However, the small business size standard for a concern which submits an offer in its own name, but which proposes to furnish an item which it did not itself manufacture, is 500 employees.

(b) Submission of offers. Submit signed and dated offers to the office specified in this solicitation at or before the exact time specified in this solicitation. Offers may be submitted on the [SF 1449](#), letterhead stationery, or as otherwise specified in the solicitation. As a minimum, offers must show—

- (1) The solicitation number;
- (2) The time specified in the solicitation for receipt of offers;
- (3) The name, address, and telephone number of the offeror;
- (4) A technical description of the items being offered in sufficient detail to evaluate compliance with the requirements in the solicitation. This may include product literature, or other documents, if necessary;
- (5) Terms of any express warranty;
- (6) Price and any discount terms;
- (7) “Remit to” address, if different than mailing address;
- (8) A completed copy of the representations and certifications at FAR [52.212-3](#) (see FAR [52.212-3\(b\)](#) for those representations and certifications that the offeror shall complete electronically);
- (9) Acknowledgment of Solicitation Amendments;
- (10) Past performance information, when included as an evaluation factor, to include recent and relevant contracts for the same or similar items and other references (including contract numbers, points of contact with telephone numbers and other relevant information); and
- (11) If the offer is not submitted on the [SF 1449](#), include a statement specifying the extent of agreement with all terms, conditions, and provisions included in the solicitation. Offers that fail to furnish required representations or information, or reject the terms and conditions of the solicitation may be excluded from consideration.

(c) Period for acceptance of offers. The offeror agrees to hold the prices in its offer firm for

30 calendar days from the date specified for receipt of offers, unless another time period is specified in an addendum to the solicitation.

(d) Product samples. When required by the solicitation, product samples shall be submitted at or prior to the time specified for receipt of offers. Unless otherwise specified in this solicitation, these samples shall be submitted at no expense to the Government, and returned at the sender's request and expense, unless they are destroyed during preaward testing.

(e) Multiple offers. Offerors are encouraged to submit multiple offers presenting alternative terms and conditions, including alternative line items (provided that the alternative line items are consistent with subpart 4.10 of the Federal Acquisition Regulation), or alternative commercial items for satisfying the requirements of this solicitation. Each offer submitted will be evaluated separately.

(f) Late submissions, modifications, revisions, and withdrawals of offers.

(1) Offerors are responsible for submitting offers, and any modifications, revisions, or withdrawals, so as to reach the Government office designated in the solicitation by the time specified in the solicitation. If no time is specified in the solicitation, the time for receipt is 4:30 p.m., local time, for the designated Government office on the date that offers or revisions are due.

(2)(i) Any offer, modification, revision, or withdrawal of an offer received at the Government office designated in the solicitation after the exact time specified for receipt of offers is "late" and will not be considered unless it is received before award is made, the Contracting Officer determines that accepting the late offer would not unduly delay the acquisition; and—

(A) If it was transmitted through an electronic commerce method authorized by the solicitation, it was received at the initial point of entry to the Government infrastructure not later than 5:00 p.m. one working day prior to the date specified for receipt of offers; or

(B) There is acceptable evidence to establish that it was received at the Government installation designated for receipt of offers and was under the Government's control prior to the time set for receipt of offers; or

(C) If this solicitation is a request for proposals, it was the only proposal received.

(ii) However, a late modification of an otherwise successful offer, that makes its terms more favorable to the Government, will be considered at any time it is received and may be accepted.

(3) Acceptable evidence to establish the time of receipt at the Government installation includes the time/date stamp of that installation on the offer wrapper, other documentary evidence of receipt maintained by the installation, or oral testimony or statements of Government personnel.

(4) If an emergency or unanticipated event interrupts normal Government processes so that offers cannot be received at the Government office designated for receipt of offers by the exact time specified in the solicitation, and urgent Government requirements preclude amendment of the solicitation or other notice of an extension of the closing date, the time specified for receipt of offers will be deemed to be extended to the same time of day specified in the solicitation on the first work day on which normal Government processes resume.

(5) Offers may be withdrawn by written notice received at any time before the exact time set for receipt of offers. Oral offers in response to oral solicitations may be withdrawn orally. If the solicitation authorizes facsimile offers, offers may be withdrawn via facsimile received at any time before the exact time set for receipt of offers, subject to the conditions specified in the solicitation concerning facsimile offers. An offer may be withdrawn in person by an

offeror or its authorized representative if, before the exact time set for receipt of offers, the identity of the person requesting withdrawal is established and the person signs a receipt for the offer.

(g) Contract award (not applicable to Invitation for Bids). The Government intends to evaluate offers and award a contract without discussions with offerors. Therefore, the offeror's initial offer should contain the offeror's best terms from a price and technical standpoint. However, the Government reserves the right to conduct discussions if later determined by the Contracting Officer to be necessary. The Government may reject any or all offers if such action is in the public interest; accept other than the lowest offer; and waive informalities and minor irregularities in offers received.

(h) Multiple awards. The Government may accept any item or group of items of an offer, unless the offeror qualifies the offer by specific limitations. Unless otherwise provided in the Schedule, offers may not be submitted for quantities less than those specified. The Government reserves the right to make an award on any item for a quantity less than the quantity offered, at the unit prices offered, unless the offeror specifies otherwise in the offer.

(i) Availability of requirements documents cited in the solicitation.

(1)(i) The GSA Index of Federal Specifications, Standards and Commercial Item Descriptions, FPMR Part 101-29, and copies of specifications, standards, and commercial item descriptions cited in this solicitation may be obtained for a fee by submitting a request to—

GSA Federal Supply Service Specifications Section

Suite 8100

470 East L'Enfant Plaza, SW

Washington, DC 20407

Telephone (202) 619-8925

Facsimile (202) 619-8978.

(ii) If the General Services Administration, Department of Agriculture, or Department of Veterans Affairs issued this solicitation, a single copy of specifications, standards, and commercial item descriptions cited in this solicitation may be obtained free of charge by submitting a request to the addressee in paragraph (i)(1)(i) of this provision. Additional copies will be issued for a fee.

(2) Most unclassified Defense specifications and standards may be downloaded from the following ASSIST websites:

(i) ASSIST (<https://assist.dla.mil/online/start/>).

(ii) Quick Search (<http://quicksearch.dla.mil/>).

(iii) ASSISTdocs.com (<http://assistdocs.com>).

(3) Documents not available from ASSIST may be ordered from the Department of Defense Single Stock Point (DoDSSP) by—

(i) Using the ASSIST Shopping Wizard (<https://assist.dla.mil/wizard/index.cfm>);

(ii) Phoning the DoDSSP Customer Service Desk (215) 697-2179, Mon-Fri, 0730 to 1600 EST; or

(iii) Ordering from DoDSSP, Building 4, Section D, 700 Robbins Avenue, Philadelphia, PA 19111-5094, Telephone (215) 697-2667/2179, Facsimile (215) 697-1462.

(4) Nongovernment (voluntary) standards must be obtained from the organization responsible for their preparation, publication, or maintenance.

(j) Unique entity identifier. (Applies to all offers exceeding \$3,500, and offers of \$3,500 or less if the solicitation requires the Contractor to be registered in the System for Award Management (SAM) database.) The Offeror shall enter, in the block with its name and



address on the cover page of its offer, the annotation “Unique Entity Identifier” followed by the unique entity identifier that identifies the Offeror’s name and address. The Offeror also shall enter its Electronic Funds Transfer (EFT) indicator, if applicable. The EFT indicator is a four-character suffix to the unique entity identifier. The suffix is assigned at the discretion of the Offeror to establish additional SAM records for identifying alternative EFT accounts (see [subpart 32.11](#)) for the same entity. If the Offeror does not have a unique entity identifier, it should contact the entity designated at [www.sam.gov](http://www.sam.gov) for unique entity identifier establishment directly to obtain one. The Offeror should indicate that it is an offeror for a Government contract when contacting the entity designated at [www.sam.gov](http://www.sam.gov) for establishing the unique entity identifier.

(k) System for Award Management. Unless exempted by an addendum to this solicitation, by submission of an offer, the offeror acknowledges the requirement that a prospective awardee shall be registered in the SAM database prior to award, during performance and through final payment of any contract resulting from this solicitation. If the Offeror does not become registered in the SAM database in the time prescribed by the Contracting Officer, the Contracting Officer will proceed to award to the next otherwise successful registered Offeror. Offerors may obtain information on registration and annual confirmation requirements via the SAM database accessed through <https://www.acquisition.gov>.

(l) Debriefing. If a post-award debriefing is given to requesting offerors, the Government shall disclose the following information, if applicable:

(1) The agency’s evaluation of the significant weak or deficient factors in the debriefed offeror’s offer.

(2) The overall evaluated cost or price and technical rating of the successful and the debriefed offeror and past performance information on the debriefed offeror.

(3) The overall ranking of all offerors, when any ranking was developed by the agency during source selection.

(4) A summary of the rationale for award;

(5) For acquisitions of commercial items, the make and model of the item to be delivered by the successful offeror.

(6) Reasonable responses to relevant questions posed by the debriefed offeror as to whether source-selection procedures set forth in the solicitation, applicable regulations, and other applicable authorities were followed by the agency.

(End of provision)

**52.212-3 Offeror Representations and Certifications—Commercial Items. (Nov 2017)**

The Offeror shall complete only paragraph (b) of this provision if the Offeror has completed the annual representations and certification electronically via the System for Award Management (SAM) website located at <https://www.sam.gov/portal>. If the Offeror has not completed the annual representations and certifications electronically, the Offeror shall complete only paragraphs (c) through (u) 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.

“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.

“Predecessor” means an entity that is replaced by a successor and includes any predecessors of the predecessor.

“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.

“Successor” means an entity that has replaced a predecessor by acquiring the assets and carrying out the affairs of the predecessor under a new name (often through acquisition or merger). The term “successor” does not include new offices/divisions of the same company or a company that only changes its name. The extent of the responsibility of the successor for the liabilities of the predecessor may vary, depending on State law and specific circumstances.

“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 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 <http://www.acquisition.gov>. After reviewing the SAM database information, the offeror verifies by submission of this offer that the representations 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 (t) 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 will 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.

(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.

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

(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:

<b>Line Item No.</b>	<b>Country of Origin</b>
_____	_____
_____	_____
_____	_____

[List as necessary]

(iii) The offeror shall list those supplies that are foreign end products (other than those listed in paragraph (g)(1)(ii) of 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:

<b>Line Item No.</b>	<b>Country of Origin</b>
_____	_____
_____	_____
_____	_____

[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:

<b>Line Item No.</b>
_____
_____
_____

[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:

<b>Line Item No.</b>	<b>Country of Origin</b>
_____	_____
_____	_____
_____	_____

[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:

<b>Line Item No.</b>	<b>Country of Origin</b>
_____	_____
_____	_____
_____	_____

[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:

<b>Line Item No.</b>	<b>Country of Origin</b>
_____	_____
_____	_____
_____	_____

[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;
- (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 .]

(1) Listed end products.

**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 e-mail questions concerning sensitive technology to the Department of State at [CISADA106@state.gov](mailto:CISADA106@state.gov).

(2) Representation and Certifications. 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 unique entity identifier 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 sections 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 an 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.

(r) Predecessor of Offeror. (Applies in all solicitations that include the provision at [52.204-16](#), Commercial and Government Entity Code Reporting.)

(1) The Offeror represents that it  is or  is not a successor to a predecessor that held a Federal contract or grant within the last three years.

(2) If the Offeror has indicated “is” in paragraph (r)(1) of this provision, enter the following information for all predecessors that held a Federal contract or grant within the last three years (if more than one predecessor, list in reverse chronological order):

Predecessor CAGE code: \_\_\_\_\_ (or mark “Unknown”)

Predecessor legal name: \_\_\_\_\_

(Do not use a “doing business as” name)

(s) [Reserved].

(t) Public Disclosure of Greenhouse Gas Emissions and Reduction Goals. Applies in all solicitations that require offerors to register in SAM ([52.212-1\(k\)](#)).

(1) This representation shall be completed if the Offeror received \$7.5 million or more in

contract awards in the prior Federal fiscal year. The representation is optional if the Offeror received less than \$7.5 million in Federal contract awards in the prior Federal fiscal year.

(2) Representation. [Offeror to check applicable block(s) in paragraph (t)(2)(i) and (ii)].

(i) The Offeror (itself or through its immediate owner or highest-level owner)  does,  does not publicly disclose greenhouse gas emissions, i.e., makes available on a publicly accessible website the results of a greenhouse gas inventory, performed in accordance with an accounting standard with publicly available and consistently applied criteria, such as the Greenhouse Gas Protocol Corporate Standard.

(ii) The Offeror (itself or through its immediate owner or highest-level owner)  does,  does not publicly disclose a quantitative greenhouse gas emissions reduction goal, i.e., make available on a publicly accessible website a target to reduce absolute emissions or emissions intensity by a specific quantity or percentage.

(iii) A publicly accessible website includes the Offeror's own website or a recognized, third-party greenhouse gas emissions reporting program.

(3) If the Offeror checked "does" in paragraphs (t)(2)(i) or (t)(2)(ii) of this provision, respectively, the Offeror shall provide the publicly accessible website(s) where greenhouse gas emissions and/or reduction goals are reported:\_\_\_\_\_.

(u)(1) In accordance with section 743 of Division E, Title VII, of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235) and its successor provisions in subsequent appropriations acts (and as extended in continuing resolutions), Government agencies are not permitted to use appropriated (or otherwise made available) funds for contracts with an entity that requires employees or subcontractors of such entity seeking to report waste, fraud, or abuse to sign internal confidentiality agreements or statements prohibiting or otherwise restricting such employees or subcontractors from lawfully reporting such waste, fraud, or abuse to a designated investigative or law enforcement representative of a Federal department or agency authorized to receive such information.

(2) The prohibition in paragraph (u)(1) of this provision does not contravene requirements applicable to Standard Form 312 (Classified Information Nondisclosure Agreement), Form 4414 (Sensitive Compartmented Information Nondisclosure Agreement), or any other form issued by a Federal department or agency governing the nondisclosure of classified information.

(3) Representation. By submission of its offer, the Offeror represents that it will not require its employees or subcontractors to sign or comply with internal confidentiality agreements or statements prohibiting or otherwise restricting such employees or subcontractors from lawfully reporting waste, fraud, or abuse related to the performance of a Government contract to a designated investigative or law enforcement representative of a Federal department or agency authorized to receive such information (e.g., agency Office of the Inspector General).

(End of provision)

Alternate I (Oct 2014). As prescribed in [12.301](#)(b)(2), add the following paragraph (c)(11) to the basic provision:

(11) (Complete if the offeror has represented itself as disadvantaged in paragraph (c)(4) of this provision.)

\_\_\_\_ Black American.

\_\_\_\_ Hispanic American.

\_\_\_\_ Native American (American Indians, Eskimos, Aleuts, or Native Hawaiians).

\_\_\_\_ Asian-Pacific American (persons with origins from Burma, Thailand, Malaysia, Indonesia, Singapore, Brunei, Japan, China, Taiwan, Laos, Cambodia (Kampuchea),

Vietnam, Korea, The Philippines, Republic of Palau, Republic of the Marshall Islands, Federated States of Micronesia, the Commonwealth of the Northern Mariana Islands, Guam, Samoa, Macao, Hong Kong, Fiji, Tonga, Kiribati, Tuvalu, or Nauru).

\_\_\_\_ Subcontinent Asian (Asian-Indian) American (persons with origins from India, Pakistan, Bangladesh, Sri Lanka, Bhutan, the Maldives Islands, or Nepal).

\_\_\_\_ Individual/concern, other than one of the preceding

**Section J: List of Documents, Exhibits and other Attachments (vendors are required to print and review each attachment):**

**Schedule of Items (3 pages)**  
**Wage Determination**  
**Past Performance Questionnaire**  
**Standard Contractor Performance Report**  
**Harassment Free Workplace Policy**  
**Sexual Harassment Policy**  
**Federal Payment Offices**  
**Definitions and Abbreviations**  
**Incident Behavior**  
**Safety Standards**  
**Fuel Tender Checklist**  
**Of-296 Vehicle Safety Inspection Checklist**  
**OF-297 Emergency Equipment shift Ticket**  
**Terms and Conditions for Montana**  
**Terms and Conditions for Idaho**  
**Agency Contact Information**  
**W-9 Request for Taxpayer Identification Number and Certification**  
**Contractor Associations and Public Education Providers**  
**NRCG Drug & Alcohol Policy**  
**NR Dispatch Zones and Offices**  
**2018 Pre-Proposal Meetings**

## Section L

9.1510.309      **SUBMISSION OF QUOTES**

AUGUST 1999

- (a) If you are submitting a quote, it is necessary to complete and return the following:
- SF-1449 Solicitation/Contract/Order for Commercial Item
  - Amendments
  - FAR 42.213-03 Offerer's Representations and Certifications
  - Signature Extension Page, if applicable
  - Past Performance Questionnaire
  - Incident Behavior
  - Bid Schedule(s)
- (b) To expedite the handling of your quotation, please check the following items:
- Is the unit price legible?
  - Is the extended price correct?
  - Have you completed each entry required and checked all the blocks in FAR 42.213-03
  - Did you complete (ORCA) Offeror's Representations and Certifications registration?
  - Have you initialed any changes or erasures?
  - Have you completed the SF 1449 and signed your quote?
  - If applicable, have you included a brochure or picture of the proposed item?
- (c) Email delivery only to:
- vcummins@blm.gov**
- (d) Information regarding this solicitation can be obtained by emailing:
- Bureau of Land Management  
Velvett Cummins  
Contract Specialist  
vcummins@blm.gov**
- (e) PLEASE READ: All contractors must be registered in System for Awards Management (SAM) at <http://www.sam.gov> and complete their annual Representations and Certifications (ORCA) electronically at [www.sam.gov](http://www.sam.gov) in order to receive an award for contracts, agreements, or purchase orders, and to receive payment for awards. SAM is a self-service database. Contractors register themselves and maintain their own information thru the SAM website. Vendors can also access the ORCA registration on the SAM website. Failure to provide SAM and ORCA information will make the offeror ineligible for award. For help, contact SAM Registration Assistance at 1-888-227-2423 or contact your local Procurement Technical Assistance Centers at <http://www.aptac-us.org>.

## Section M

### **52.212-2 Evaluation—Commercial Items.**

As prescribed in [12.301\(c\)](#), the Contracting Officer may insert a provision substantially as follows:

#### 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:

***(i) Price***

***(ii) Technical capability of the item offered to meet the Government requirement.***

***(iii) Past Performance***

***Technical and past performances, when combined, are equal. When technically acceptable, price will be the determining factor.***

(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)