2026 HER IDIQ

Solicitation No. 140R4026R0017

UNITED STATES DEPARTMENT OF THE INTERIOR
BUREAU OF RECLAMATION
UPPER COLORADO REGION
REGIONAL OFFICE
SALT LAKE CITY, UTAH

COMBINED SYNOPSIS/SOLICITATION 2026 HER IDIQ (FAR 12.202)

This is a combined synopsis/solicitation for commercial products or commercial services prepared in accordance with FAR Part 12 and in conjunction with FAR Part 15 This announcement constitutes the only solicitation. Offers are being requested and a separate written solicitation will not be issued.

Solicitation number 140R4026R0017 is issued as a Request for Proposal (RFP) for providing heavy equipment rental needs for the Upper Colorado Basin Region, particularly the Provo Area Office Force Account operational team.

This solicitation contains a reserve for one or more small business concerns identified at RFO FAR 19.000(a)(3). The small business program eligibility requirements apply. The small business concern(s) eligible for participation in the reserve shall submit one offer that addresses each portion of the solicitation for which it wants to compete. Award of the contract will be based on criteria identified in FAR Provision 52.212-2 Evaluation.

This solicitation incorporates provisions and clauses by reference. The solicitation document and incorporated provisions and clauses are those in effect through Federal Acquisition Circular 2026-01. The full text of provisions and clauses may be accessed electronically at www.acquisition.gov and https://www.acquisition.gov/diar.

The associated North American Industrial Classification System (NAICS) code for this procurement is 532412 with an associated small business size standard of $40 Million.

Proposal submittal information:

1. Offerors will be considered for award of the Independent Delivery Indefinite Quantity (IDIQ) contract by submitting pricing for the Sample Delivery Order 1 and/or the Seed Delivery Order 2. Offerors must also provide Technical Capability support for the delivery orders as identified under Provision 52.212-2 Evaluation. Not providing pricing and technical capability support for both will not be viewed negatively but the proposal must include Technical Capability support and Pricing for at least one.

2. For the purposes of pricing and technical evaluation of the IDIQ, offerors should attend to the instructions provided in Provision 52.212-1 Instructions to Offerors—Commercial Products and Commercial Services (DEVIATION MAR 2026) and Provision 52.212-2 Evaluation—Commercial Products and Commercial Services (Deviation MAR 2026) as well as the requirements as specified in the Statement of Work (SOW) found within this solicitation.

3. Offerors should provide sufficient information to demonstrate their technical capability for their planned approach to deliver, service, maintain, and support the equipment to meet the government's needs at the various locations throughout the

ordering period utilizing the Sample and/or Seed Delivery Order.

Delivery Order Instruction

4. The Government intends to award Seed Delivery Order 2 immediately following the award of the IDIQ contractors.

   Future delivery orders awarded will be made on the basis of the lowest evaluated price of proposals meeting or exceeding the acceptability standards for non-cost factors. Delivery orders will result in Firm Fixed Price (FFP) orders to be invoiced equally each month after performance is completed. Delivery orders for incidental T&M may be needed for repairs, servicing etc.

5. For the Seed Delivery Order 2 being evaluated for the IDIQ award and award of the delivery order, factors being evaluated are identified in 52.212-2 Evaluation.

6. The Government guarantees it will order at least one delivery order with a minimum value of $500.00 to each awardee of the IDIQ contract over the full period of performance.

7. The total price for each delivery order shall be inclusive of all applicable fees and taxes. The contractor shall not be compensated for any changes or updates to equipment or the purchase of new equipment for the life of this contract.

Sample Delivery Order 1										
Project Name	Slab Lake HER									
Project Location	Fruitland, Utah		**Latitude:**	40.115862	Degrees					
			Longitude:	-110.813149	Degrees					
Project Description	Construct riprap aremoring across channel of Slab Lake to prevent erosion and loss of lake.									
Equipment Delivery Instructions	This project is located near Strawberry Pinnacles. Drop the equipment at or near the coordinates. The excavator and trucks will need to be walked into the project site from there. Contact Project Manager with questions regarding delivery.									
	EQUIPMENT REQUIRED	**Qty/Unit**	**Delivery Date**	**Pick up Date**	**Rental period in Months**	**Freight**	**Delivery Distance**	**Total Freight**	**Rental Rate**	**Sub Total**
ITEM	Description		Date	Date		$/mile	Miles	$	$	$
003	Cat 745 Articulated Rock Truck, or Equal	1/EA	7/14/2026	10/15/2026	3.5					
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003	Cat 745 Articulated Rock Truck, or Equal	1/EA	7/14/2026	10/15/2026	3.5					
003	Cat 745 Articulated Rock Truck, or Equal	1/EA	7/14/2026	10/15/2026	3.5					
012	John Deere 400 D 8,000 Gallon Water Truck or equivalent.	1/EA	7/14/2026	10/15/2026	3.5					
									Total	

Seed Delivery Order 2										
Project Name	YMCA Overburden HER									
Project Location	Approximately 20 Miles Norty of Yuma, AZ		**Latitude:**	32.858699	Degrees					
			Longitude:	-114.483469	Degrees					
Project Description	This equipment supports the Yuma crew in excavating the overburden from the Regugia pond portion of the Yuma Meadows Conservation Area project.									
Equipment Delivery Instructions	This project is adjacent to the Yuma Dredge Yard. Contact Project Manager with any delivery questions or issues.									
EQUIPMENT REQUIRED		**Qty/Unit**	**Delivery Date**	**Pick up Date**	**Rental period in Months**	**Freight**	**Delivery Distance**	**Total Freight**	**Rental Rate**	**Sub Total**
ITEM	Description		Date	Date		$/mile	Miles	$	$	$
003	Cat 745 Articulated Rock Truck, or Equal	1/EA	10/5/2026	5/14/2027	8					
003	Cat 745 Articulated Rock Truck, or Equal	1/EA	10/5/2026	5/14/2027	8					
003	Cat 745 Articulated Rock Truck, or Equal	1/EA	10/5/2026	5/14/2027	8					
003	Cat 745 Articulated Rock Truck, or Equal	1/EA	10/5/2026	5/14/2027	8					
012	John Deere 400 D 8,000 Gallon Water Truck or equivalent.	1/EA	10/5/2026	5/14/2027	8					
									Total	

Written, signed proposals with contact information are due no later than **16 July 2026 at 12:00 PM (Noon) MT** by email to Timothy Leff, Contract Specialist tleff@ios.doi.gov and Lisa Vance, Contracting Officer at lvance@ios.doi.gov

DELIVERY ORDERS

Service Wage Determinations will be included in delivery order requests that contain incidental time and materials (T&M) items based on place of performance. T&M delivery orders will include a ceiling price and contractors who exceed this ceiling will do so at their own risk.

Delivery orders will define the equipment needed, the location of the work, and the period of performance.

Only Upper Colorado Basin Wasatch Team, Contracting Officers can issue delivery orders against this contract. Other area offices must go through the Provo Area Office to coordinate Delivery Orders.

End of Section

CLAUSES

52.252-2, Clauses Incorporated by Reference (FEB 1998). Any Clauses incorporated by Reference can be found in full text at: https://www.acquisition.gov/far

Clause	Title	Date
52.203-3	Gratuities	APR 1984
52.203-6 ALT 1	Restrictions on Subcontractor Sales to the Government	NOV 2021
52.203-11	Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions	SEP 2024
52.203-13	Contractor Code of Business Ethics and Conduct	NOV 2021
52.204-13	System for Award Management Maintenance	OCT 2018
52.209-6	Protecting the Governments Interest when Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment	JAN 2025
52.209-10	Prohibition on Contracting with Inverted Domestic Corporations	NOV 2015
52.212-4	Contract Terms and Conditions – Commercial Products and Commercial Services	Deviation MAR 2026
52.219-8	Utilization of Small Business Concerns	JAN 2025
52.219-9 ALT II	Small Business Subcontracting Plan – ALT II	NOV 2016
52.219-14	Limitations on Subcontracting	OCT 2022
52.219-16	Liquidated Damages – Subcontracting Plan	SEP 2021
52.219-28	Post-Award Small Business Program Representation	JAN 2025
52.222-3	Convict Labor – Deviation	MAY 2026
52.222-19	Child Labor – Cooperation with Authorities and Remedies	MAR 2026
52.222-35	Equal Opportunity for Veterans	JUN 2020
52.222-36	Equal Opportunity for Workers with Disabilities	JUN 2020
52.222-37	Employment Reports on Veterans	JUN 2020
52.222-40	Notification of Employee Rights Under the National Labor Relations Act	DEC 2010
52.222-50	Combating Trafficking in Persons	OCT 2025
52.222-54	Employment Eligibility Verification - Deviation	MAY 2026
52.222-90	Addressing DEI Discrimination by Federal Contractors	Deviation MAY 2026
52.226-8	Encouraging Contractor Policies to Ban Text Messaging While Driving	MAY 2024
52.232-33	Payment by Electronic Funds Transfer- System for Award Management	OCT 2018
52.232-40	Providing Accelerated Payments to Small Business Subcontractors	MAR 2023
52.233-3	Protest After Award	AUG 1996

52.233-4	Applicable Law for Breach of Contract Claim	OCT 2004
52.240-91	Security Prohibitions and Exclusions	DEC 2025
52.242-5	Payments to Small Business Subcontractors	JAN 2017
52.242-15	Stop-Work Order	AUG 1989
52.244-6	Subcontracts for Commercial Products and Commercial Services Deviation	MAR 2025
52.246-2	Inspection of Supplies-Fixed-Price	AUG 1996
52.246-16	Responsibility for Supplies	APR 1984

DOI-AAAP-0028 ELECTRONIC INVOICING AND PAYMENT REQUIREMENTS-INVOICE PROCESSING PLATFORM (IPP) (FEB 2021)

Payment requests must be submitted electronically through the U. S. Department of the Treasury's Invoice Processing Platform System (IPP).

'Payment request' means any request for contract financing payment or invoice payment by the Contractor. To constitute a proper invoice, the payment request must comply with the requirements identified in the applicable Prompt Payment clause included in the contract, or the clause 52.212-4 Contract Terms and Conditions - Commercial Items included in commercial Item contracts. The IPP website address is: https://www.ipp.gov.

Under this contract, the following documents are required to be submitted as an attachment to the IPP invoice: vendor invoice (signed and approved by the COR).

The Contractor shall also submit an electronic copy of the IPP invoice to Timothy Leff tleff@ios.doi.gov and Lisa Vance lvance@ios.doi.gov once the invoice has been submitted to IPP. Failure to email the invoice may cause significant delay or possible rejection of your payment request.

The Contractor must use the IPP website to register access and use IPP for submitting requests for payment. The Contractor Government Business Point of Contact (as listed in SAM) will receive enrollment instructions via email from the Federal Reserve Bank of St. Louis (FRBSTL) within 3 - 5 business days of the contract award date. Contractor assistance with enrollment can be obtained by contacting the IPP Production Helpdesk via email IPPCustomerSupport@fiscal.treasury.gov or phone (866) 973-3131.

If the Contractor is unable to comply with the requirement to use IPP for submitting invoices for payment, the Contractor must submit a waiver request in writing to the Contracting Officer with its proposal or quotation.

(End of Local Clause)

WBR 1452.201-80 CONTRACTING OFFICER'S REPRESENTATIVE'S AUTHORITIES AND LIMITATIONS -- BUREAU OF RECLAMATION (MAY 2018)

a) Performance of the work under this contract shall be subject to the technical direction of the Reclamation Contracting Officer's Representative (COR). The term "technical

direction" is defined to include, without limitation:
(1) Inspecting and accepting or rejecting work performed under the contract.
(2) Representing the Government in technical phases of the work. The COR is responsible for the technical administration of the contract and will provide instructions and interpretations to the Contractor on all technical matters relating to the contract. The COR will supervise or oversee all Government technical and administrative personnel assigned to assist the COR.
(3) Reviewing and, where required by the contract, approving submittals of technical data, shop drawings, samples, literature, plans, or other data required to be delivered by the Contractor to the Government.
(b) The Contractor will receive a copy of the written COR designation from the Contracting Officer. It will specify the extent of the COR's authority to act on behalf of the Contracting Officer.
(c) Technical direction must be within the scope of work stated in the contract. Only the Contracting Officer is authorized to determine if a change is within the scope of the contract; therefore, the COR does not have the authority to, and may not, issue any technical direction that -
(1) Constitutes a direction of additional work outside the Contract requirements;
(2) Constitutes a change as defined in the contract clause entitled "Changes;"
(3) In any manner causes an increase or decrease in the total contract cost, or the time required for contract performance;
(4) Changes any of the expressed terms, conditions or specifications of the contract; or
(5) Interferes with the Contractor's right to perform the terms and conditions of the contract.
(d) All technical direction shall be issued in writing by the COR.
(e) The Contractor must proceed promptly with the performance of technical direction duly issued by the COR in the manner prescribed by this clause and within its authority under the provisions of this clause. If, in the opinion of the Contractor, any instruction or direction by the COR falls within one of the categories defined in (c)(1) through (c)(5) of this clause, the Contractor must not proceed and must notify the Contracting Officer in writing within five (5) working days after receipt of any such instruction or direction and must request the Contracting Officer to modify the contract accordingly. Upon receiving the notification from the Contractor, the Contracting Officer must -
(1) Advise the Contractor in writing after receipt of the Contractor's letter that the technical direction is within the scope of the contract effort and does not constitute a change under the Changes clause of the contract; or
(2) Advise the Contractor that the Government will issue a written change order.
(f) A failure of the Contractor and Contracting Officer either to agree that the technical direction is within the scope of the contract or to agree upon the contract action to be taken with respect to the technical direction will be subject to the provisions of the clause entitled "Disputes."

(End of clause)

DOI-AAAP-0050 CONTRACTOR PERFORMANCE ASSESSMENT REPORTING SYSTEM (DEC 2015)
FAR 42.1502 directs all Federal agencies to collect past performance information

on contracts. The Department of the Interior (DOI) has implemented the Contractor Performance Assessment Reporting System (CPARS) to comply with this regulation. One or more past performance evaluations will be conducted in order to record your contract performance as required by FAR 42.15.

1) The past performance evaluation process is a totally paperless process using CPARS. CPARS is a web-based system that allows for electronic processing of the performance evaluation report. Once the report is processed, it is available in the Past Performance Information Retrieval System (PPIRS) for Government use in evaluating past performance as part of a source selection action.

2) We request that you furnish the Contracting Officer (CO) with the name, position title, phone number, and email address for each person designated to have access to your firm's past performance evaluation(s) for the contract no later than 30 days after award. Each person granted access will have the ability to provide comments in the Contractor portion of the report and state whether or not the Contractor agrees with the evaluation, before returning the report to the Assessing Official (AO). Information in the report must be protected as source selection sensitive information not releasable to the public.

3) When your Contractor Representative(s) are registered in CPARS, they will receive an automatically generated email with detailed login instructions. Further details, systems requirements, and training information for CPARS is available at https://www.cpars.gov/.

4) Within 60 days after the end of a performance period, the AO will complete an interim or final past performance evaluation, and the report will be accessible at https://www.cpars.gov/.

a) Contractor Representatives may then provide comments in response to the evaluation, or return the evaluation without comment.

b) Your comments should focus on objective facts in the AO's narrative and should provide your views on the causes and ramifications of the assessed performance.

c) All information provided should be reviewed for accuracy prior to submission.

d) If you elect not to provide comments, please acknowledge receipt of the evaluation by indicating "No comment" in the space provided, and then selecting “Accept the Ratings and Close the Evaluation”.

e) Your response is due within 60 calendar days after receipt of the CPAR. On day 15, the evaluation will become available in PPIRS-RC marked as “Pending” with or without comments and whether or not it has been closed.

f) If you do not sign and submit the CPAR within 60 days, it will automatically

be returned to the Government and will be annotated: "The report was delivered/received by the contractor on (date). The contractor neither signed nor offered comment in response to this assessment."

5) The following guidelines apply concerning your use of the past performance evaluation:

a) Protect the evaluation as source selection information. After review, transmit the evaluation by completing and submitting the form through CPARS. If for some reason you are unable to view and/or submit the form through CPARS, contact the CO for instructions.

b) Strictly control access to the evaluation within your organization. Ensure the evaluation is never released to persons or entities outside of your control.

c) Prohibit the use of or reference to evaluation data for advertising, promotional material, pre-award surveys, responsibility determinations, production readiness reviews, or other similar purposes.

6) If you wish to discuss a past performance evaluation, you should request a meeting in writing to the CO no later than seven days following your receipt of the evaluation. The meeting will be held in person or via telephone or other means during your 60-day review period.

7) A copy of the completed past performance evaluation will be available in CPARS for your viewing and for Government use supporting source selection actions after it has been finalized.

--- End of Addendum to 52.212-4---

52.216-18 Ordering (Oct 2020)

a)Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued from **07/22/2026 through 07/22/2031.**

(b) All delivery orders or task orders are subject to the terms and conditions of this contract. In the event of conflict between a delivery order or task order and this contract, the contract shall control.

(c) A delivery order or task order is considered "issued" when—

(1) If sent by mail (includes transmittal by U.S. mail or private delivery service), the Government deposits the order in the mail;

(2) If sent by fax, the Government transmits the order to the Contractor's fax number; or

(3) If sent electronically, the Government either—

(i) Posts a copy of the delivery order or task order to a Government document access system, and notice is sent to the Contractor; or

(ii) Distributes the delivery order or task order via email to the Contractor's email address.

(d) Orders may be issued by methods other than those enumerated in this clause only if authorized in the contract.

(End of clause)

52.216-19 Order Limitations (Oct 1995)

(a) *Minimum order*. When the Government requires supplies or services covered by this contract in an amount of less than *$10,000*, the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.
(b) *Maximum order*. The Contractor is not obligated to honor-
(1) Any order for a single Item in excess of $1,500,000.00 ;
(2) Any order for a combination of Items in excess of $3,500,000.00 ; or
(3) A series of orders from the same ordering office within *180* days that together call for quantities exceeding the limitation in paragraph (b)(1) or (2) of this section.
(c) If this is a requirements contract (*i.e.,* includes the Requirements clause at subsection 52.216-21 of the Federal Acquisition Regulation (FAR)), the Government is not required to order a part of any one requirement from the Contractor if that requirement exceeds the maximum-order limitations in paragraph (b) of this section.
(d) Notwithstanding paragraphs (b) and (c) of this section, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within 3 days after issuance, with written notice stating the Contractor's intent not to ship the Item (or Items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

(End of clause)

52.216-22 Indefinite Quantity (Oct 1995)

(a) This is an indefinite-quantity contract for the supplies or services specified, and effective for the period stated, in the Schedule. The quantities of supplies and services specified in the Schedule are estimates only and are not purchased by this contract.

(b) Delivery or performance shall be made only as authorized by orders issued in accordance with the Ordering clause. The Contractor shall furnish to the Government, when and if ordered, the supplies or services specified in the Schedule up to and including the quantity designated in the Schedule as the "maximum." The Government shall order at least the quantity of supplies or services designated in the Schedule as the "minimum."

(c) Except for any limitations on quantities in the Order Limitations clause or in the Schedule, there is no limit on the number of orders that may be issued. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.

(d) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed

during the contract's effective period; *provided*, that the Contractor shall not be required to make any deliveries under this contract after **07/22/2032.**

(End of clause)

52.216-32 Task-Order and Delivery-Order Ombudsman (Sept 2019)

(a) In accordance with 41 U.S.C. 4106(g), the Agency has designated the following task-order and delivery-order Ombudsman for this contract. The Ombudsman must review complaints from the Contractor concerning all task-order and delivery-order actions for this contract and ensure the Contractor is afforded a fair opportunity for consideration in the award of orders, consistent with the procedures in the contract.

Kaprice Tucker
Office of Acquisition and Property Management
Department of the Interior
1849 C Street, NW
Washington, DC 20240
kaprice_tucker@ios.doi.gov
202-208-3466

(b) Consulting an ombudsman does not alter or postpone the timeline for any other process (e.g., protests).

(c) Before consulting with the Ombudsman, the Contractor is encouraged to first address complaints with the Contracting Officer for resolution. When requested by the Contractor, the Ombudsman may keep the identity of the concerned party or entity confidential, unless prohibited by law or agency procedure.

(End of clause)

DIAR 1452.201-70 Authorities and Delegations. (SEP 2011)

(a) The Contracting Officer is the only individual authorized to enter into or terminate this contract, modify any term or condition of this contract, waive any requirement of this contract, or accept nonconforming work.

(b) The Contracting Officer will designate a Contracting Officer's Representative (COR) at time of award. The COR will be responsible for technical monitoring of the contractor's performance and deliveries. The COR will be appointed in writing, and a copy of the appointment will be furnished to the Contractor. Changes to this delegation will be made by written changes to the existing appointment or by issuance of a new appointment.

(c) The COR is not authorized to perform, formally or informally, any of the following actions:

(1) Promise, award, agree to award, or execute any contract, contract modification, or notice of intent that changes or may change this contract;

(2) Waive or agree to modification of the delivery schedule;

(3) Make any final decision on any contract matter subject to the Disputes Clause;

(4) Terminate, for any reason, the Contractor's right to proceed;

(5) Obligate in any way, the payment of money by the Government.

(d) The Contractor shall comply with the written or oral direction of the Contracting Officer or authorized representative(s) acting within the scope and authority of the appointment memorandum. The Contractor need not proceed with direction that it considers to have been issued without proper authority. The Contractor shall notify the Contracting Officer in writing, with as much detail as possible, when the COR has taken an action or has issued direction (written or oral) that the Contractor considers to exceed the COR's appointment, within 3 days of the occurrence. Unless otherwise provided in this contract, the Contractor assumes all costs, risks, liabilities, and consequences of performing any work it is directed to perform that falls within any of the categories defined in paragraph (c) prior to receipt of the Contracting Officer's response issued under paragraph (e) of this clause.

(e) The Contracting Officer shall respond in writing within 30 days to any notice made under paragraph (d) of this clause. A failure of the parties to agree upon the nature of a direction, or upon the contract action to be taken with respect thereto, shall be subject to the provisions of the Disputes clause of this contract.

(f) The Contractor shall provide copies of all correspondence to the Contracting Officer and the COR.

(g) Any action(s) taken by the Contractor, in response to any direction given by any person acting on behalf of the Government or any Government official other than the Contracting Officer or the COR acting within his or her appointment, shall be at the Contractor's risk.

(End of clause)

END OF CLAUSES

Statement of Work

1.0 Background

1.1 Background: Provo Area Office Force Account (PAO FA) provide in-house construction services on Reclamation facilities, and on facilities of other federal agencies. These services vary widely from embankment dam repair work to wetland construction and restoration. The location of construction also varies and may be located anywhere in the 17 western states. The purpose of this contract is to provide for the heavy equipment rental needs of the Upper Colorado Region, particularly the PAO FA. Award of contract may be to a single Contractor, or to multiple Contractors.

In addition to the Provo Force Account, other regions in the Bureau employ Engineering Equipment Operators for various tasks associated with their regional missions. This includes maintaining the levees and roads along the Lower Colorado and Rio Grande Rivers. Other tasks within the Bureau may include snow removal at high mountain facilities or road maintenance on remote sites. The intent of this contract is to have one or multiple contractors fulfill the heavy equipment rental needs of the Provo Force Account, along with the needs of the various other offices who will have equipment rental requirements. The Contracting Officer's Representative, who will be the supervisor for the Provo Force Account, will manage workflow for the entire contract, unless otherwise delegated. This includes preparing and submitting delivery orders for other regions within the Bureau.

Examples of work locations over the past 5 years include the following:

Planet Ranch, Planet, AZ
MVCA, Needles, CA
Stewart Lake, Jensen, UT
Jordan River, South Jordan, UT
Ochoco Dam, OR
Echo Dam, UT
LDRWM, Myton, UT
Minidoka Dam, ID
Prosser Dam, Truckee, CA
Las Vegas Wash, Henderson, NV
Parker Dam, CA/AZ
Imperial Dam, CA/AZ
Yuma Meadows, Yuma, AZ
Canyon Ferry, MT
Davis Dam, NV/AZ
DUCA, Blythe, CA
Provo River Delta, Provo, UT
Grand Coulee Dam, WA
Fontenelle Dam, Wyoming
Folsom Dam,Sacramento, CA
Seminoe Dam, WY
Jackson Lake Dam, WY
McKay Dam, Pendleton, OR
Red Fleet Dam, UT
Moapa, NV
Blythe, CA
Beal Lake, AZ
Chama, NM
Cook Lake Dam, WY
Santa Clara Pueblo, NM

2.0 Objectives

2.1 **Heavy Equipment Rental and Delivery:** The contractor shall be responsible for furnishing all materials, labor and equipment necessary to deliver, set-up and lease equipment listed in the bid schedule. The Government will pay fully loaded freight charges for delivery and return of any single piece of equipment up to 300 miles, (600 loaded miles total – 300 miles delivery and 300 miles return), where the need is determined fair, reasonable, and necessary to meet the requirements of this document – Meaning it is not fair or reasonable for the Government to pay for 300 miles of a shipment of a piece of equipment, when the Contractor has, or has access to, a comparable piece of equipment 50 miles away.

If a Delivery Order is issued for equipment delivery beyond 300 miles from the Contractor's equipment source, it will be the responsibility of the prime contractor to coordinate supply, and delivery of requested equipment, per requirements contained herein, at the rates prescribed in the bid schedule. This may result in the need for the prime Contractor to subcontract portion of work requirement under this contract. Subcontractor shall meet all requirements under this contract.

The situation may arise where the contractor is able to deliver equipment from beyond 300 miles for a smaller freight charge than local sources. As part of the Delivery Order process, the contractor shall submit to the government documentation that verifies local and long-distance freight charges.

2.2 **Heavy Equipment Repair**: The Government regularly provides some Government owned equipment (see Attachment 2), in conjunction with leased equipment. On occasion Government equipment requires maintenance and repair work. As the need arises, the contractor shall, upon issuance of a Delivery Order, be responsible for repair services of Government fleet equipment. This may include onsite repair work, or equipment repair in the shop. Replacement parts will be paid by the Government and shall be OEM or certified equal.

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3.0 Scope

3.1 Due to the nature of construction and staging, the required rental periods may vary slightly. In the event the equipment is returned earlier than indicated in a Delivery Order, the Government shall not be charged – i.e. the Government shall be charged only for time equipment is "on rent". Equipment is considered "off rent" when the Contractor receives a call from the COR requesting termination of rental period for a specific piece of equipment, and equipment pick-up.

Force Account crews work a schedule consisting of 10 days on, followed by 4 days off. This amounts to 20 working days per month (4 weeks). Consequently, it is implied that the monthly (4-week) rate shall only include 20 working days. For Delivery Orders greater than 1 month (4 weeks) that include a partial month, contractor shall prorate the partial month at the monthly (4 week) rate, not the higher weekly rate. For Delivery Orders less than 1 month (4 weeks), the

contractor shall prorate the partial week at the higher weekly rate. Formulas for calculating prorated amounts are shown below:

Monthly Prorate = $\left(\frac{Monthly\ rate}{20\ days}\right) \times (number\ of\ days)$

Weekly Prorate = $\left(\frac{Weekly\ rate}{5\ days}\right) \times (number\ of\ days)$

Freight Cost shall include Cost per Mile for Delivery and Pick-up (up to 300 miles each way) of all equipment, except in cases as described in paragraph 2.1 of the SOW.

3.2 The configuration of equipment rental needs, and number of each piece of equipment, varies by project. Similarly, the rental duration varies by project. The list of equipment included in the bid schedule is potential equipment that may be required upon issuing a Delivery Order. Salient characteristics of each piece of equipment are included in Section 5 of this document

3.3 Where expenses related to haul permitting and pilot car services may be incurred, the Government will negotiate payment of such, **prior** to issuance of each Delivery Order.

4.0 Equipment Requirements and Contractor Responsibilities

4.1 Equipment Safety

Each Item of equipment or property furnished under this contract shall be in safe operating condition and shall comply with all guidelines applicable to this equipment or property per the Federal Safety Standards, State Safety Regulations, and Reclamation Health and Safety Manual. If the Contracting Officers Representative (COR) determines that any Item of the equipment or property furnished is not suitable for performance under Section 4.2 of this SOW, the COR shall promptly inform the contractor verbally with a follow-up notification in writing. The contractor and COR (or representative) will conduct joint inspection of the equipment to ensure that equipment is serviceable prior to implementation of Governmental service.

Equipment considered unacceptable, under Section 4.2 of this SOW by the COR shall be removed from the site and replaced with equipment meeting the standards outlined in this document at no additional charge to the Government. Rental will not begin until all inspections have been made and the equipment is approved by the Government supervisor onsite. Inspection of equipment will be conducted within 24 hours of the delivery date required by the Delivery order, beginning at 11:00AM of the required delivery date.

4.2 Contractor Requirements

The contractor shall be capable of responding to calls for onsite repair of any piece of leased equipment included as part of the subject contract within 6 hours of a service call, or replace the piece of equipment within 24 hours of the service call, unless otherwise specified greater in issued Delivery Order.

4.2.1 Equipment shall be in excellent condition with all components in excellent working order. "Excellent" working order implies all equipment features, including the unit's intended design function systems, environmental control system (heating, air conditioning), hydraulic systems, mechanical systems, etc., shall fully perform to their intended and corresponding function.

4.2.2 Equipment shall have less than 3,000 hours on the original meter and engine. Equipment shall be models no older than 5 years, unless otherwise approved by the COR. Equipment shall meet all Federal, State and Local emission requirements for the location it will be operated, as well as any other site-specific regulations. If this information is not included in the equipment service records, it shall be included with submittal 4.2.4A.

4.2.3 Upon request, the contractor shall provide the Government with service records for each corresponding unit of equipment offered for lease (Submittal 4.2.4A).

4.2.4 Contractor shall take outbound photos of each piece of equipment detailing front, rear, and both profile views, prior to delivery. Outbound photo documentation shall be transmitted to the COR within 5 days of delivery.

4.2.5 The contractor shall have an established equipment and maintenance yard no further than 300 miles from the project location to provide necessary services within the timeframes designated in this document. This requirement may be subcontracted to other dealers or franchises in the local area, provided the equipment service and maintenance meets the timeframes required in this document.

4.3 After equipment has been delivered, the Government will provide fuel and required daily maintenance per manufacturers' recommendations.

4.4 All repair costs and costs associated with providing replacement equipment shall be included in the bid schedule price. Backup units utilized in the event of primary failure shall be at no additional cost to the Government. If equipment is not repaired within 24 hours, it shall be taken off rent, and the Government will not be charged rent on the inoperable unit until all repairs have been made.

4.5 Each piece of equipment shall include, upon delivery, a full tank of fuel and all necessary equipment essential for performance of the equipment per its intended function and use.

4.6 Equipment must have been serviced prior to delivery. Upon request, contractor shall provide proof that this has taken place according to the operators' manual and/or supplier, per Table - Item 4.2.4A of Section 6.0.

4.7 Equipment must be pressure washed and have no oil and/or fuel leaks, any damaged hoses; fittings, etc. Any damage and/or leaks must be repaired prior to delivery.

4.8 All wear Items, upon delivery, such as bucket teeth, tires, cutting edges, etc., shall be in "like-new" condition, showing signs of minimal wear, upon delivery.

4.9 Contractor shall provide scheduled (250, 500 hour) servicing of equipment, per manufacturers' recommendations. If the equipment is onsite, the Contractor shall coordinate servicing of equipment such that the government operators experience no lost production time, i.e. provide substitute equipment while maintenance is performed.

4.10 All equipment requiring an operator shall be provided with an enclosed cab. The cab shall be clean, and devoid of any defects that can impact operation of the equipment, i.e. all components within cab shall be fitted with original parts and pieces, or manufacturer original parts. Exceptions for soil compactors or similar pieces of equipment with unenclosed cabs may be made on a case-by-case basis on approval by the COR.

4.11 The contractor shall take and store "outbound" photos of all equipment prior to delivering to the jobsite. Photos shall be used as a basis in determining responsibility for damage incurred while the equipment is on rent to the government. The government shall also take and store photos of any equipment damage that occurs while the equipment is on rent to the government, as well as noticeable damage that may be present on the equipment when it is delivered, but prior to use.

4.12 The Provo Force Account group owns and uses the Trimble Earthworks grade control platform, marketed and serviced by Sitech. Sitech is a company jointly owned by Caterpillar and Trimble. Earthworks is primarily marketed and distributed through Caterpillar brand equipment and may have compatibility/integration issues with competing equipment manufacturers and grade control software. Most of the government owned Trimble/Earthworks equipment is permanently installed in government owned machines. However, we do own additional hardware, referred to as "cab kits" that can be easily installed in tech ready Caterpillar equipment. There will be occasions when the government will require a piece of equipment to be delivered tech ready for immediate plug and play with the Trimble TD520 Control Box/Display and the Trimble MS995 Receivers. This would require the contractor to provide tech ready Caterpillar or equal equipment in that instance or demonstrate that a piece of equipment from a competing manufacturer can readily accept the Trimble

Earthworks hardware. This generally would be limited to a D6 Dozer, a 325 Excavator, a 336 Excavator, a 352 Excavator, and a 140M AWD Grader. This list represents most used equipment but does not preclude the future requirement of Trimble grade control equipment on scrapers, tracked loaders, or other equipment capable of utilizing the system.

5.0 Description of Equipment and Service Requirement

5.1 General Information: Delivery orders will be individually competed among all contractors on the multiple award IDIQ. The base year, or first year of the contract will be referred to as year 1 or base year.

5.2 The following list identifies equipment commonly required for projects. Each item includes a description outlining key information about the equipment, and all delivery order requests will be based on this list:

Item 001: **Cat 623K Elevating Scraper**, or Equal.
Salient characteristics include: 23 CY scraper bowl, capable of self-loading with material elevator. Scraper operation must be controlled from tractor operating station. Scraper shall be no greater than 12 feet in width. Operating weight shall be approximately 88,000 lbs.

Item 002: **Cat 627K Open Bowl Scraper**, or Equal.
Salient Characteristics include: 24 cubic yard scraper bowl, capable of being pushed or pulled in tandem, capable direct loading and top loading, scraper operation must be controlled from tractor operator station. Scraper shall be no greater than 12 feet in width. Operating weight shall be approximately 93,000 lbs.

Item 003: Cat 745 Articulated Rock Truck, or Equal.
Salient Characteristics: 45-ton capacity, 6-wheel articulated frame, 430 horsepower or greater. Truck shall be provided with or without a tailgate upon request.

Item 004: Cat 740 Articulated Rock Truck, or Equal.
Salient Characteristics: 40-ton capacity, 6-wheel articulated frame, 430 horsepower or greater. Truck shall be provided with or without a tailgate upon request.

Item 005: Cat 735 Articulated Rock Truck, or Equal.
Salient Characteristics: 35-ton capacity, 6-wheel articulated frame, 420 horsepower or greater. Truck shall be provided with or without a tailgate upon request.

Item 006: Cat 730 Articulated Rock Truck, or Equal.
Salient Characteristics: 30-ton capacity, 6-wheel articulated frame, 320 horsepower or greater. Truck shall be provided with or without a tailgate upon request.

Item 007: Cat 725 Articulated Rock Truck, or Equal.
Salient Characteristics: 25-ton capacity, 6-wheel articulated frame, 300 horsepower or greater. Truck shall be provided with or without a tailgate upon request.

Item 008: Dump Truck 6yd.

Salient Characteristics: On-Highway, Diesel Powered 10' Dump Bed.

Item 009: Dump Truck 10yd.
Salient Characteristics: On-Highway, Diesel Powered 15' Dump Bed.

Item 010: John Deere 250 D 5,000 gallon Water Truck, or equal.
Salient Characteristics: 5,000 gallon water tank, two side sprayer, three rear sprayers, hose reel, water cannon. 6-wheel articulated frame.

Item 011: John Deere 300 D 6,000 gallon Water Truck, or equal.
Salient Characteristics: 6,000 gallon water tank, two side sprayer, three rear sprayers, hose reel, water cannon. 6-wheel articulated frame.

Item 012: John Deere 400 D 8,000 gallon Water Truck, or equal.
Salient Characteristics: 8,000 gallon water tank, two side sprayer, three rear sprayers, hose reel, water cannon. 6-wheel articulated frame.

Item 013: 12000 gal Stand Tank.
Salient Characteristics: 12,000 gal, Single axle, Hydraulic Raise.

Item 014: Cat 613 Water Wagon, or equal.
Salient Characteristics: 5,000 gallon water tank, two side sprayer, three rear sprayers, hose reel, water cannon.

Item 015: Cat 611 Water Wagon, or equal.
Salient Characteristics: 6,500 gallon water tank, two side sprayer, three rear sprayers, hose reel, water cannon.

Item 016: Cat 621 Water Wagon, or equal.
Salient Characteristics: 8,000 gallon water tank, two side sprayer, three rear sprayers, water cannon.

Item 017: 2000-Gal Water Truck.
Salient Characteristics: 2,000 gallon, Street legal, two side sprayer, three rear sprayers, water cannon.

Item 018: 4000-Gal Water Truck.
Salient Characteristics: 4,000 gallon, Street legal, two side sprayer, three rear sprayers, hose reel, water cannon.

Item 019: 54" Krypto Klaw Bucket and Thumb Excavator Attachment. Salient Characteristics include hydraulic wrist and thumb action.

Item 020: Thompson 6' Trailer Mounted Trash Pump or equal.
Salient Characteristics: Trailer Mounted, 1400GPM minimum,20 Gallon fuel tank minimum, Diesel Powered Engine.

Item 021: Cat 120 Motor Grader, or Equal.
Salient Characteristics: 145 horsepower or greater, 12-ft blade. Rippers

Item 022: Cat 140M AWD Motor Grader, or Equal.

Salient Characteristics: 193 horsepower or greater, 14-ft blade, Rippers, All Wheel Drive.

Item 023: Cat 140M AWD Motor Grader, or Equal.
Salient Characteristics: Machine must be fully compatible with the Trimble Earthworks grade control hardware and come installed with the appropriate sensor modules and mast kit with GNSS cables. Capable of plug and play functionality with government owned Trimble TD520 Control Box/Display, Trimble MS995 Receivers, and Trimble SNR900 Radio. Salient Characteristics: 193 horsepower or greater, 14-ft blade, Rippers, All Wheel Drive.

Item 024: Cat 150M AWD Motor Grader, or Equal.
Salient Characteristics: Operating weight of approximately 45,000 lbs, 200 horsepower or greater.

Item 025: Cat 160 AWD Motor Grader, or Equal.
Salient Characteristics: Operating weight of approximately 45,000 lbs, 224 horsepower or greater.

Item 026: Cat D4 Dozer, or Equal.
Salient Characteristics: Operating weight of approximately 17,000 lb, 80 horsepower or greater Semi-U, straight blade, or V-PAT blade. Blade to be determined at time of rental.

Item 027: Cat D4 LGP Dozer, or Equal.
Salient Characteristics: Operating weight of approximately 21,000, 125 horsepower or greater Semi-U, straight blade, or V-PAT blade. Blade to be determined at time of rental.

Item 028: Cat D5K Dozer, or Equal.
Salient Characteristics: Operating weight of approximately 26,000 lb, 120 horsepower or greater Semi-U, straight blade, or V-PAT blade. Blade to be determined at time of rental.

Item 029: Cat D6T LGP Dozer, or Equal.
Salient Characteristics: Operating weight of approximately 50,000 lb, 190 horsepower or greater, Semi-U or straight blade, track-pad no smaller than 31-inches in width.

Item 030: Blade Root Rake to fit D6 Dozer.

Item 031: Cat D6T Dozer, or Equal.
Salient Characteristics: Machine must be fully compatible with the Trimble Earthworks grade control hardware and come installed with the appropriate sensor modules and mast kit with GNSS cables. Capable of plug and play functionality with government owned Trimble TD520 Control Box/Display, Trimble MS995 Receivers, and Trimble SNR900 Radio. Salient Characteristics: Operating weight of approximately 42,000lb or greater, 190 horsepower or greater, Semi-U, straight blade, or V-PAT blade. Blade to be determined at time of rental.

Item 032: Cat D5 Dozer, V-Pat Blade, or Equal.
Salient Characteristics: Machine must be fully compatible with the Trimble Earthworks grade control hardware and come installed with the appropriate sensor modules and mast kit with GNSS cables. Capable of plug and play functionality with government owned Trimble TD520 Control Box/Display, Trimble MS995 Receivers, and Trimble SNR900

Radio. Salient Characteristics: Operating weight of approximately 42,000lb or greater, 190 horsepower or greater, Semi-U, straight blade, or V-PAT blade. Blade to be determined at time of rental.

Item 033: Cat D7 Dozer, or Equal.
Salient Characteristics: Operating weight of approximately 57,000 lbs, 235 horsepower or greater Semi-U, straight blade, or V-PAT blade. Blade to be determined at time of rental.

Item 034: Cat D8 Dozer, or Equal.
Salient Characteristics: Operating weight of approximately 87,000 lbs, 300 horsepower or greater Semi-U, straight blade, or V-PAT blade. Blade to be determined at time of rental.

Item 035: Cat 305 CR Excavator, or Equal.
Salient Characteristics: Operating weight of approximately 11,500 lb, 30 horsepower, or greater, bucket width to be determined at time of rental, counterweight shall be appropriately sized such that the machine is balanced when loaded.

Item 036: Cat 306 CR Excavator, or Equal.
Salient Characteristics: Operating weight of approximately 15,750 lbs, 55 horsepower, or greater, bucket width to be determined at time of rental, counterweight shall be appropriately sized such that the machine is balanced when loaded.

Item 037: Cat 308 Excavator, or Equal.
Salient Characteristics: Operating weight of approximately 18,500 lbs, 69 horsepower, or greater, bucket width to be determined at time of rental, counterweight shall be appropriately sized such that the machine is balanced when loaded.

Item 038: Cat 313 Excavator, or Equal.
Salient Characteristics: Operating weight of approximately 30,400 lb, 108 horsepower, or greater, bucket width to be determined at time of rental, counterweight shall be appropriately sized such that the machine is balanced when loaded.

Item 039: Cat 315 Excavator, or Equal.
Salient Characteristics: Operating weight of approximately 34,000 lb, 108 horsepower, or greater, bucket width to be determined at time of rental, counterweight shall be appropriately sized such that the machine is balanced when loaded.

Item 040: Cat 325 Excavator, or Equal.
Salient Characteristics: Operating weight of approximately 62,000, 172 horsepower, or greater, bucket width to be determined at time of rental, counterweight shall be appropriately sized such that the machine is balanced when loaded.

Item 041: Cat 326 Excavator, or Equal.
Salient Characteristics: Operating weight of approximately 57,000, 201 horsepower, or greater, bucket width to be determined at time of rental, counterweight shall be appropriately sized such that the machine is balanced when loaded.

Item 042: Cat 326 Excavator, or Equal.

Salient Characteristics: Machine must be fully compatible with the Trimble Earthworks grade control hardware and come installed with the appropriate sensor modules and mast kit with GNSS cables. Capable of plug and play functionality with government owned Trimble TD520 Control Box/Display, Trimble MS995 Receivers, and Trimble SNR900 Radio. Operating weight of approximately 57,000, 201 horsepower, or greater, bucket width to be determined at time of rental, counterweight shall be appropriately sized such that the machine is balanced when loaded.

Item 043: Cat 330 Excavator, or Equal.
Salient Characteristics: Operating weight of approximately 69,200 lb, 273 horsepower, or greater, bucket width to be determined at time of rental, counterweight shall be appropriately sized such that the machine is balanced when loaded.

Item 044: Cat 336 Excavator, or Equal.
Salient Characteristics: Operating weight of approximately 81,000 lbs. 300 horsepower, or greater, bucket width to be determined at time of rental, counterweight shall be appropriately sized such that the machine is balanced when loaded.

Item 045: Cat 340 Excavator, or Equal.
Salient Characteristics: Trimble Earthworks Ready. Machine must be fully compatible with the Trimble Earthworks grade control hardware and come installed with the appropriate sensor modules and mast kit with GNSS cables. Capable of plug and play functionality with government owned Trimble TD520 Control Box/Display, Trimble MS995 Receivers, and Trimble SNR900 Radio. Operating weight of approximately 83,000, 346 horsepower, or greater, bucket width to be determined at time of rental, counterweight shall be appropriately sized such that the machine is balanced when loaded.

Item 046: Cat 352 Excavator, or Equal.
Salient Characteristics: Operating weight of approximately 107,800 lb, 443 horsepower, or greater, bucket width to be determined at time of rental, counterweight shall be appropriately sized such that the machine is balanced when loaded.

Item 047: Cat 352 Excavator, or Equal.
Salient Characteristics: Trimble Earthworks Ready. Machine must be fully compatible with the Trimble Earthworks grade control hardware and come installed with the appropriate sensor modules and mast kit with GNSS cables. Capable of plug and play functionality with government owned Trimble TD520 Control Box/Display, Trimble MS995 Receivers, and Trimble SNR900 Radio. Operating weight of approximately 107,800, 443 horsepower, or greater, bucket width to be determined at time of rental, counterweight shall be appropriately sized such that the machine is balanced when loaded.

Item 048: Cat 326 Long Reach Excavator, or Equal.
Salient Characteristics: Operating weight of approximately 65,000lb, 140 horsepower, or greater, 60’ of reach at ground level, counterweight shall be appropriately sized such that the machine is balanced when loaded.

Item 049: Cat 938 Wheel loader, or Equal.
Salient Characteristics: Operating weight of approximately 32,000lb or greater, 175 horsepower or greater, 3yd Bucket or Larger, Four Wheel Articulated Frame.

Item 050: Cat 950 Wheel loader, or Equal.
Salient Characteristics: Operating weight of approximately 38,000lb or greater, 185 horsepower or greater, 4yd Bucket or Larger, Four Wheel Articulated Frame.

Item 051: Cat 966 Wheel loader, or Equal.
Salient Characteristics: Operating weight of approximately 48,000lb or greater, 250 horsepower or greater, 5yd Bucket or Larger, Four Wheel Articulated Frame.

Item 052: Cat 972 Wheel loader, or Equal.
Salient Characteristics: Operating weight of approximately 52,000lb or greater, 280 horsepower or greater, 5.5yd Bucket or Larger, Four Wheel Articulated Frame.

Item 053: Cat 982 Wheel loader, or Equal.
Salient Characteristics: Operating weight of approximately 78,000 or greater, 8.5yd Bucket or Larger, Four Wheel Articulated Frame.

Item 054: Cat CP5 Vibratory Roller, or Equal.
Salient Characteristics: Operating weight of approximately 10,000lb or greater, 50” pad foot drum, 62” Blade.

Item 055: Cat CP7 Vibratory Roller, or Equal.
Salient Characteristics: Operating weight of approximately 15,000lb or greater, 66” pad foot drum, 78” Blade.

Item 056: Cat CP12 Vibratory Roller, or Equal.
Salient Characteristics: Operating weight of approximately 24,000lb or greater, 84” pad foot drum, 108” Blade.

Item 057: Cat CS5 Vibratory Roller, or Equal.
Salient Characteristics: Operating weight of approximately 10,000lb or greater, 50” smooth drum, 62” Blade.

Item 058: Cat CS7 Vibratory Roller, or Equal.
Salient Characteristics: Operating weight of approximately 15,000lb or greater, 66” smooth drum, 78” Blade.

Item 059: Cat CS12 Vibratory Roller, or Equal.
Salient Characteristics: Operating weight of approximately 24,000lb or greater, 84” smooth drum, 108” Blade.

Item 060: Cat 815 Soil Compactor, or Equal.
Salient Characteristics: Operating weight of approximately 45,000lb or greater, Four Drum Articulated Frame, 12’ Blade.

Item 061: Cat 825 Soil Compactor, or Equal.
Salient Characteristics: Operating weight of approximately 70,000lb or greater, Four Drum Articulated Frame, 15’ Blade.

Item 062: Wacker RT82 Trench Compactor, or Equal.
Salient Characteristics: 33” Double Drum, Padfoot, Remote Control.

Item 063: Cat 250 Skid Steer Loader, or Equal.
Salient Characteristics: Operating weight of approximately 7,829 lb or greater, 74 Horsepower or greater, 2,689 lb Capacity.

Item 064: Cat 255 Compact Track Loader, or Equal.
Salient Characteristics: Operating weight of approximately 9,500lb or greater, 74 Horsepower or greater, 3,000lb Capacity.

Item 065: Cat 265 Compact Track Loader, or Equal.
Salient Characteristics: Operating weight of approximately 10,492 or greater, 74 Horsepower or greater, 2,800lb Capacity.

Item 066: Cat 275 Compact Track Loader, or Equal.
Salient Characteristics: Operating weight of approximately 12,400 or greater, 111 Horsepower or greater, 4,100 lb Capacity.

Item 067: Multiquip DCA25USI Generator, or Equal.
Salient Characteristics: Trailer Mounted, Diesel Powered, 25kVA, Three Phase or Single Phase, 60Hz, AC circuit breaker, 30 Horsepower or Greater, 40 Gallon Fuel Tank or Greater.

Item 068: Multiquip DCA45USI Generator, or Equal.
Salient Characteristics: Trailer Mounted, Diesel Powered, 45kVA, Three Phase or Single Phase, 60Hz, AC circuit breaker, 60 Horsepower or Greater, 75 Gallon Fuel Tank or Greater.

Item 069: Multiquip DCA70USI Generator, or Equal.
Salient Characteristics: Trailer Mounted, Diesel Powered, 70kVA, Three Phase or Single Phase, AC circuit breaker, 90 Horsepower or Greater, 40 Gallon Fuel Tank or Greater.

Item 070: Multiquip DCA125USI Generator, or Equal.
Salient Characteristics: Trailer Mounted, Diesel Powered,125kVA, Three Phase or Single Phase, AC circuit breaker, 150 Horsepower or Greater,140 Gallon Fuel Tank or Greater.

Item 071: Cat TL642 Telescopic Handler, or Equal.
Salient Characteristics: 40’ lift height, 6,000lb capacity, Operating weight of approximately 20,000lb or greater, 95 Horsepower or greater.

Item 072: Cat TL1055 Telescopic Handler, or Equal.
Salient Characteristics: 55’ lift height, 10,000lb capacity, Operating weight of approximately 20,000lb or greater, 95 Horsepower or greater.

I**tem 073: Cat TL1255 Telescopic Handler**, or Equal.
Salient Characteristics: 55’ lift height, 12,000lb capacity, Operating weight of approximately 31,000lb or greater, 115 Horsepower or greater.

Item 074: JLG 2733 Telescopic Handler, or Equal.
Salient Characteristics: 33’ lift height, 26,000lb capacity, Operating weight of approximately 38,790 lbs or greater, 160 Horsepower or greater.

Item 075: MS12 Material Separator, or Equal.
Salient Characteristics: 7'Wx11'10"Lx9'H, 8'x12' static screen, 2" minus, 3" minus, 4"minus and 6" minus screens to be available, Screen size to be determined at time of rental.

Item 076: Light Tower,
Salient Characteristics: 4x1,000 Watt, 30' height, manual mast, trailer mounted.

Item 077: Trimble GPS Base Station,
Salient Characteristics: R750 Base Station Precise Option w/ Zephyr 3. Trimble SPS986 Rtk GLONASS Receiver, TSC7 Data Control w/ Siteworks Core, Adv Measuring and Roading.

Item 078: Trimble Cab Kit for Excavator, Dozer, or Grader.
Salient Characteristics: TD520 HUD Control Box, MS975 RTK GPS Receiver with Glonass, SNR930 Machine Site Radio 900 Mhz

Item 079: Hydraulic thumb attachment for excavators in percentage of carrier rate.

Item 080: Hydraulic hammer attachment for excavators in percentage of carrier rate.

Item 081: Shop Rate, Time and Materials (T&M) labor and materials for repair of Government Owned Fleet Equipment. This item may be used to provide repairs of the Government Owned Fleet Equipment at the project site or in shop. The Government may, at its discretion, only purchase parts under this item.

Item 082: Repair Delivery Order If rental equipment sustains damage attributable to Government operations, the Government and the contractor shall negotiate the repair in good faith. The contractor shall provide a detailed, itemized quote for the required repair, including shop labor rates and the cost of replacement parts. Repairs shall not proceed until written authorization is issued by the Contracting Officer. The final negotiated amount shall reflect fair and reasonable pricing for both labor and parts.

5.3 The contractor shall, upon issuance of a repair delivery order, provide a mechanic and shop service at the rate negotiated. Delivery of equipment to the shop may be by government transport, or, in the event government transport is unavailable, by vendor. Freight charges will be agreed on in the repair delivery order. In the event a repair or services is necessary, the approximate nature of the repair and delivery status will be indicated in a delivery order.

5.4 Upon issuance of a repair Delivery Order, the contractor shall perform the required repair services for Government fleet equipment. Repairs may be conducted onsite or in the contractor's shop, as appropriate. A negotiated Delivery Order will be issued for each repair requirement. Replacement parts shall be provided at Government expense and must be OEM or certified OEM-equivalent.

5.5 It is the responsibility of the Government to perform normal equipment maintenance and service including maintaining/changing all lubricants and fluids

at required elevations and intervals. Cost of repair of damage resulting from accidents shall be the responsibility of the Government. The Government is self-insured. Mechanical failure of equipment components which have failed due to normal use shall be the responsibility of the contractor to repair for no cost to the government.

5.6 Where replacement parts or repair work is required, the contractor shall provide the government with a quote on the cost of each, and prior to purchase and repair, the contractor shall receive written authorization from the Contracting Officer for said action. The contractor shall make repairs according to manufacturer's recommendation and restore equipment to original condition of equipment per condition of equipment as documented upon delivery to the government jobsite.

Item 083: Specialty Equipment This item may be used to rent specialty equipment in cases where the normal inventory of equipment the contractor has access to may not cover needs of the project. Such cases would typically arise in an emergency and would be Items such as amphibious excavators, high volume hydraulic pumps, sheet pile drivers, or any other specialty equipment not normally carried by the contractor. In such cases, the contractor would be expected to solicit pricing on the open market for transport and rental of such equipment, and then provide the Government with a quote, factoring in profit and overhead after subcontracting the equipment lease.

Deliverables

6.1 After award of the delivery order, the contractor shall compile and submit the following required documentation upon request from the COR.

Item	Due Date*	Number of Copies
4.2.4A - Equipment Service Documentation	5 days after issuing a delivery order	1 (Email to COR)
4.2.4B – "Or-Equal" Equipment List and Salient Characteristics	5 days after issuing a delivery order	1 (Email to COR)
4.2.4C – Outbound photo documentation of each machine	5 days after issuing delivery order	1 (Email to COR)

6.2 Submittal 4.2.4A – Equipment Service Documentation: To include, but not limited to, for each piece of equipment, make and model, serial number, emission rating, hours, and service history.

6.3 Submittal 4.2.4.B – "Or-Equal" Equipment List and Salient Characteristic: This submittal is required only if the Contractor proposed to lease to the government

an “or-equal” piece of equipment. For each proposed “or-equal” piece of equipment, the Contractor shall indicate, in electronic format, (1) the requested piece of equipment, (2) the proposed piece of equipment, and (3) the salient characteristics demonstrating the proposed piece of equipment meets government requirements per this contract.

6.4 Submittal 4.2.C – Outbound Photo Documentation. Contractor shall take photos of the front, rear, and both side profiles of each rented piece of equipment and shall note any preexisting damage on the machine prior to delivery. When equipment is returned to the contractor with new damage caused by the government, contractor shall provide photo documentation and a detailed repair estimate to the COR within 2 weeks of the equipment being returned.

6.0 Government Furnished Property, Material, Equipment

Not Applicable.

7.0 Security

Not Applicable.

8.0 Travel

The IDIQ awardees are not expected to incur travel costs.

9.0 Special Equipment Requirements and Considerations

Not Applicable, except as outlined in section 6.2. On a case-by-case basis we may require something very specific, but those requirements will be provided to the contract holders in the RFQ for that delivery order.

10.0 Invoicing

11.1 A hard copy invoice shall be transmitted to the COR within 14 days of generating the invoice. Each hard copy invoice shall contain, at a minimum, a machine description, serial number of the machine, the beginning and end dates of the rental period, a unique invoice number, and the individual delivery order number which is issued with each award. Upon review and acceptance of each invoice, the COR shall digitally sign the invoice and transmit the signed copy back to the contractor, who will then upload the singed invoice to IPP for reimbursement.

11.0 Delivery and Pick-up

12.1 The contractor shall coordinate delivery and pick-up with the Point of Contact identified in the delivery order. Location of the project area will be issued with each delivery. Price includes cost per mile for delivery and pick-up, not to exceed 300 miles each way (see Section 2.1).

12.2 Contractor shall remove all contracted leased equipment from the specified location(s) within 48 hours after the period of performance, or per direction of the

project foreman. Should contracted leased equipment remain in place beyond the 48 hours, the Government is not liable for usage, lost, theft, damages, or replacement due to the contractor's failure to take possession of owned Items.

12.0 Contracting Officer's Representative (COR) and Their Authority

13.1 The Contracting Officer (CO) shall designate individual(s) to act as the Contracting Officer's Representative(s) (COR) under this contract. The COR will represent the CO in the administration of the contract but will not be authorized to change any of the terms and conditions of the contract.

No oral statements of any person, whosoever will modify or otherwise affect the terms of this contract in any manner or degree. The CO shall be the only person authorized to approve changes in any of the requirements under this contract, notwithstanding any provisions contained elsewhere in this contract, and said authority shall remain solely with the CO.

13.0 Other Unique Requirements

Not Applicable

14.0 Place of Performance

Individual delivery orders will be awarded with locations ranging all over the 17 Western United States, ranging from Port Angeles, WA to Yuma, AZ. The figure below shows project sites over a 5-year period.

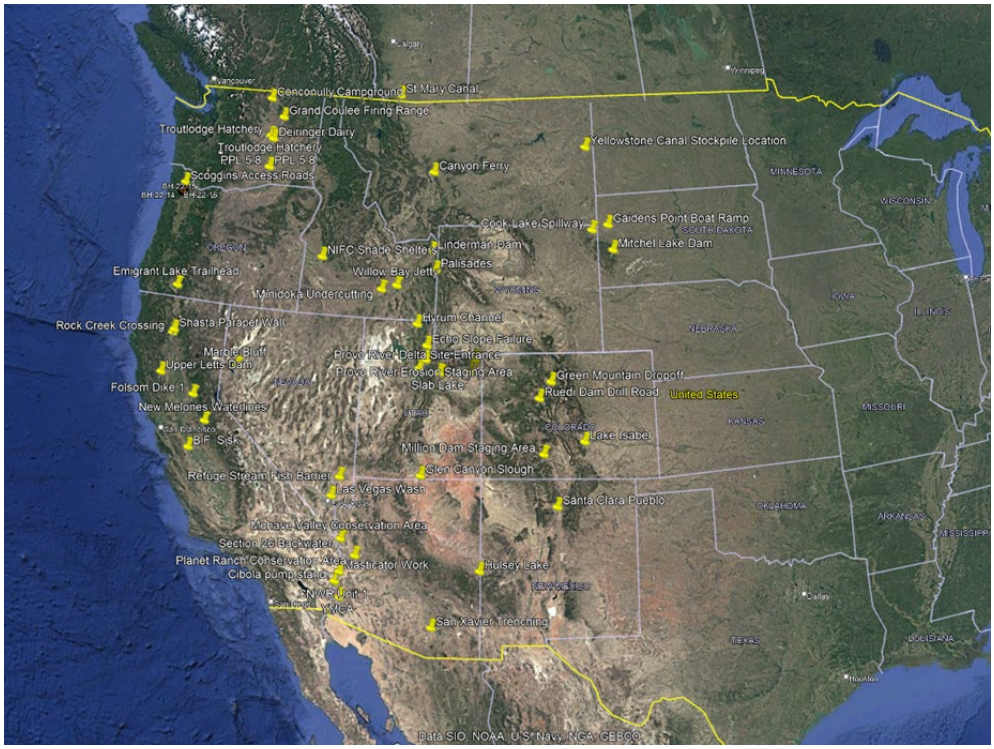

Figure 1 - Project locations over a 5-year interval

15.0 Ordering Period

16.1 The ordering period for the base IDIQ contract shall be a 5-year period starting with the date of award and continuing until that same date in 2031.

16.2 Each delivery order shall have its own Period of Performance. This will be included in the RFQ, along with the duration of the rental and the corresponding number of months.

END OF SECTION

PROVISIONS

52.252-1 - SOLICITATION PROVISIONS INCORPORATED BY REFERENCE - (FEB 1998)

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

(End of Provision)

Provision	Title	Date
52.203-11	Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions	SEP 2024
52.203-18	Prohibition on Contracting with Entities that Require Certain internal Confidentiality Agreements or Statements – Representation	JAN 2017
52.204-7	System for Award Management	NOV 2024
52.204-12	Unique Entity Identifier Maintenance	OCT 2016
52.207-1	Notice of Standard Competition	MAY 2006
52.209-2	Prohibition on Contracting with Inverted Domestic Corporations-Representation	NOV 2015
52.209-10	Prohibition on Contracting with Inverted Domestic Corporations.	NOV 2015
52.216-27	Single or Multiple Awards	OCT 1995
52.219-1	Small Business Program Representations	FEB 2024
52.219-31	Notice of Small Business Reserve	MAR 2020
52.240-90	Security Prohibitions and Exclusions Representations and Certifications	DEC 2025

1452.233-2 SERVICE OF PROTEST DEPARTMENT OF THE INTERIOR (JUL 1996) (DEVIATION)

(a) Protests, as defined in section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the Government Accountability Office (GAO), shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from Lisa Vance, Contracting Officer LVance@ios.doi.gov

(b) The copy of any protest shall be received in the office designated above

within one day of filing a protest with the GAO.

(c) A copy of the protest served on the Contracting Officer shall be simultaneously furnished by the protester to the Department of the Interior Assistant Solicitor, Acquisitions and Intellectual Property, 1849 C Street, NW., Room 6511, Washington, DC 20240.

(End of provision)

52.209-5 Certification Regarding Responsibility Matters (Aug 2020)

(a)

(1) The Offeror certifies, to the best of its knowledge and belief, that—

(i) The Offeror and/or any of its Principals–

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

(B) 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 public (Federal, State, or local) 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 (if offeror checks "have", the offeror shall also see 52.209-7, if included in this solicitation);

(C) Are □ are not □ presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in paragraph (a)(1)(i)(B) of this provision;

(D) Have □, have not □, within a three-year period preceding this offer, been notified of any delinquent Federal taxes in an amount that exceeds the threshold at 9.104-5(a)(2) for which the liability remains unsatisfied.

(1) Federal taxes are considered delinquent if both of the following criteria apply:

(i) 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.

(ii) 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.

(2) Examples.

(i) 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.

(ii) 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.

(iii) 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.

(iv) 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).

(ii) The Offeror has □ has not □, within a three-year period preceding this offer, had one or more contracts terminated for default by any Federal agency.

(2) "Principal," for the purposes of this certification, means an officer, director, owner, partner, or a person having primary management or supervisory responsibilities within a business entity (*e.g.*, general manager; plant manager; head of a division or business segment; and similar positions).

This Certification Concerns a Matter Within the Jurisdiction of an Agency of the United States and the Making of a False, Fictitious, or Fraudulent Certification May Render the Maker Subject to Prosecution Under Section 1001, Title 18, United States Code.

(b) The Offeror shall provide immediate written notice to the Contracting Officer if, at any time prior to contract award, the Offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

(c) A certification that any of the Items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under this solicitation. However, the certification will be considered in connection with a determination of the Offeror's responsibility. Failure of the Offeror to furnish a certification or provide such additional information as requested by the Contracting Officer may render the Offeror nonresponsible.

(d) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of an Offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

(e) The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Offeror knowingly rendered an erroneous certification, in addition to other remedies available to the Government, the Contracting Officer may terminate the contract resulting from this solicitation for default.

(End of provision)

52.209-7 Information Regarding Responsibility Matters (OCT 2018)

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

Administrative proceeding means a non-judicial process that is adjudicatory in nature in order to make a determination of fault or liability (*e.g.*, Securities and Exchange Commission Administrative Proceedings, Civilian Board of Contract Appeals Proceedings, and Armed Services Board of Contract Appeals Proceedings). This includes administrative proceedings at the Federal and State level but only in connection with performance of a Federal contract or grant. It does not include agency actions such as contract audits, site visits, corrective plans, or inspection of deliverables.

Federal contracts and grants with total value greater than $10,000,000 means—

(1) The total value of all current, active contracts and grants, including all priced options; and

(2) The total value of all current, active orders including all priced options under indefinite-delivery, indefinite-quantity, 8(a), or requirements contracts (including task and delivery and multiple-award Schedules).

Principal means an officer, director, owner, partner, or a person having primary management or supervisory responsibilities within a business entity (*e.g.*, general manager; plant manager; head of a division or business segment; and similar positions).

(b) The offeror □ has □ does not have current active Federal contracts and grants with total value greater than $10,000,000.

(c) If the offeror checked "has" in paragraph (b) of this provision,
the offeror represents, by submission of this offer, that the information it has entered in the Federal Awardee Performance and Integrity Information System (FAPIIS) is current, accurate, and complete as of the date of submission of this offer with regard to the following information:

(1) Whether the offeror, and/or any of its principals, has or has not, within the last five years, in connection with the award to or performance by the offeror of a Federal contract or grant, been the subject of a proceeding, at the Federal or State level that resulted in any of the following dispositions:

(i) In a criminal proceeding, a conviction.

(ii) In a civil proceeding, a finding of fault and liability that results in the payment of a monetary fine, penalty, reimbursement, restitution, or damages of $5,000 or more.

(iii) In an administrative proceeding, a finding of fault and liability that results in–

(A) The payment of a monetary fine or penalty of $5,000 or more; or

(B) The payment of a reimbursement, restitution, or damages in excess of $100,000.

(iv) In a criminal, civil, or administrative proceeding, a disposition of the matter by consent or compromise with an acknowledgment of fault by the Contractor if the proceeding could have led to any of the outcomes specified in paragraphs (c)(1)(i), (c)(1)(ii), or (c)(1)(iii) of this provision.

(2) If the offeror has been involved in the last five years in any of the occurrences listed in (c)(1) of this provision, whether the offeror has provided the requested information with regard to each occurrence.

(d) The offeror shall post the information in paragraphs (c)(1)(i) through (c)(1)(iv) of this provision in FAPIIS as required through maintaining an active registration in the System for Award Management, which can be accessed via https://www.sam.gov (see 52.204-7).

(End of provision)

52.209-11 Representation by Corporations Regarding Delinquent Tax Liability or a Felony Conviction under any Federal Law (FEB 2016)

(a) 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–

(1) 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

(2) 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.

(b) The Offeror represents that–

(1) 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

(2) It is □ is not □ a corporation that was convicted of a felony criminal violation under a Federal law within the preceding 24 months.

(End of provision)

52.212-1 Instructions to Offerors—Commercial Products and Commercial Services (DEVIATION MAR 2026)

(a) *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. As a minimum, offers shall include—

(1) The solicitation number;

(2) The name, address, telephone number of the Offeror;

(3) The Offeror's Unique Entity Identifier (UEI) and, if applicable, Electronic Funds Transfer (EFT) indicator;

(4) Information necessary to evaluate the factors contained in the provision at 52.212-2 or as described in the solicitation:

Factor 1: Technical Capability

Sub Factor 1: Responsiveness and Repair Support- Offerors should provide enough detail in their response to evaluate their ability to dispatch and respond within 6-hours for field and shop repairs for mobile mechanic coverage and provide parts availability at approved facilities for contractor equipment as well as Government Owned Equipment to meet the requirements as specified in Item 082, and section 5.3 and 5.4. Their ability to meet equipment safety and compliance with federal, state, and local requirements. Ability to provide the type and amount of heavy equipment. Ability to provide Trimble Earthworks ready units. Ability to deliver and pick up required equipment at the required locations within the required timeframe.

Sub Factor 2: Technical Capability; Management Capability- Offerors shall provide sufficient information in their response to demonstrate their Technical and Management Capability to meet the requirements as specified in the Sample Delivery Order and the Seed Delivery Order as well as the specifications throughout this solicitation.

Sub Factor 3**: Prior Experience** – Offerors shall submit no more than five examples of their prior experience performing the requirements specified in this solicitation of similar size and scope delivering similar Heavy Equipment to Remote Sites. Ability to provide Trimble Earthworks ready units. Ability to deliver and pick-up required locations within the required timelines. Management capability and Quality Controls.

Factor 2: Past Performance
Past Performance will be determined from CPARS records or any other source of past performance from which the Government receives performance information.

Factor 3: Price
Offerors will submit pricing for the Sample Delivery Order and/or the Seed Delivery Order.;

(5) Responses to provisions that require Offeror completion of information, representations, and certifications (other than those collected via the System for Award Management (SAM)); and
(6) A statement specifying the extent of agreement with all terms, conditions, and provisions included in the solicitation and any solicitation amendments.
(b) *Period for acceptance of offers*. The Offeror agrees to hold the prices in its offer firm for 60 calendar days from the date specified for receipt of offers, unless another time period is specified in an addendum to the solicitation.
(c) *Late submissions, modifications, revisions, and withdrawals of offers*.
(1) Offerors are responsible for submitting offers and any modifications or revisions to the Government office designated in the solicitation by the time specified in the solicitation.
(2) Any offer, modification, or revision received after the time specified for receipt of offers is “late” and will not be considered unless it is received before award is made and

the Contracting Officer determines that accepting the late offer would not unduly delay the acquisition. 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) 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.
(4) Offerors may withdraw their offers by written notice to the Government received at any time before award.
(d) *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. However, the Government reserves the right to conduct discussions, if 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.
(e) *Debriefings*. If a postaward debriefing is given to requesting Offerors, the Government will 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 Offeror 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 products, the make and model of the product to be delivered by the successful Offeror.
(6) Reasonable responses to relevant questions posed by the debriefed Offeror as to whether the agency followed source-selection procedures set forth in the solicitation, applicable regulations, and other applicable authorities.

(End of provision)

52.212-2 Evaluation—Commercial Products and Commercial Services (Deviation MAR 2026)

(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 government will evaluate information based on the following evaluation criteria: (1) technical capability (2) past performance, and (3) price. In accordance with the acquisition strategy, the Government anticipates making multiple awards resulting in a pool of contractors capable of fulfilling the heavy equipment rental requirements identified in this solicitation.

All evaluation factors other than price, when combined, are significantly more important than price.

I. Factor 1 -Technical Capability
II. Factor 2 -Past Performance
III. Factor 3 -Price

Factor One – Technical Capability

- ***Sub Factor 1: Responsiveness and Repair Support***
- ***Sub Factor 2: Technical Capability; Management Capability***
- ***Sub Factor 3*: Prior Experience**

The Government will evaluate the offeror's technical capability to ensure it has the technical experience, resources, and ability to successfully complete the terms of the solicitation.

Factor Two- Past Performance
The Government will evaluate Past Performance to ensure the contractor has a successful record of performing similar work in the past. Past performance shall be evaluated using CPARS or any other source of past performance from which the Government receives performance information. A lack of past performance will not be evaluated favorably or unfavorably and will not be considered a weakness. Offerors with no CPARS evaluations or no relevant past performance history will receive a Neutral confidence rating.

Factor Three – Price
Offerors will be required to submit pricing for the sample and seed delivery orders included in the solicitation. The sample delivery order will be used to verify pricing, and the seed delivery order will be awarded based on the overall best value to the government for that order. All pricing submitted will also be used to determine if pricing is fair and reasonable and for determining which vendor(s) will receive contract award. The Government will evaluate these proposed prices to assess whether each offeror can compete effectively for future delivery orders under the HER IDIQ.

Prices offered, either the sample delivery order 1 and/or the seed delivery order 2, will be evaluated to determine whether they fall within an acceptable pricing range. Offers outside of that range may be removed from further consideration of award.

(b) 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)

52.252-5 AUTHORIZED DEVIATIONS IN PROVISIONS (Nov 2020)

(a) The use in this solicitation of any Federal Acquisition Regulation (48 CFR Chapter 1) provision with an authorized deviation is indicated by the addition of "(DEVIATION)" after the date of the provision.

(b) The use in this solicitation of any Department of the Interior Acquisition Regulation (48 CFR Chapter 14) provision with an authorized deviation is indicated by the addition of "(DEVIATION)" after the name of the regulation.

(End of provision)

1452.215-71 Use and Disclosure of Proposal Information - Department of the Interior (APR 1984)

(a) Definitions. For the purposes of this provision and the Freedom of Information Act (5 U.S.C. 552), the following terms shall have the meaning set forth below:

(1) “Trade Secret” means an unpatented, secret, commercially valuable plan, appliance, formula, or process, which is used for making, preparing, compounding, treating or processing articles or materials which are trade commodities.

(2) “Confidential commercial or financial information” means any business information (other than trade secrets) which is exempt from the mandatory disclosure requirement of the Freedom of Information Act, 5 U.S.C. 552. Exemptions from mandatory disclosure which may be applicable to business information contained in proposals include exemption (4), which covers “commercial and financial information obtained from a person and privileged or confidential,” and exemption (9), which covers “geological and geophysical information, including maps, concerning wells.”

(b) If the offeror, or its subcontractor(s), believes that the proposal contains trade secrets or confidential commercial or financial information exempt from disclosure under the Freedom of Information Act, (5 U.S.C. 552), the cover page of each copy of the proposal shall be marked with the following legend:
“The information specifically identified on pages _____ of this proposal constitutes trade secrets or confidential commercial and financial information which the offeror believes to be exempt from disclosure under the Freedom of Information Act. The offeror requests that this information not be disclosed to the public, except as may be required by law. The offeror also requests that this information not be used in whole or part by the government for any purpose other than to evaluate the proposal, except that if a contract is awarded to the offeror as a result of or in connection with the submission of the proposal, the Government shall have the right to use the information to the extent provided in the contract.”

(c) The offeror shall also specifically identify trade secret information and confidential commercial and financial information on the pages of the proposal on which it appears and shall mark each such page with the following legend:
“This page contains trade secrets or confidential commercial and financial information which the offeror believes to be exempt from disclosure under the Freedom of Information Act and which is subject to the legend contained on the cover page of this proposal.”

(d) Information in a proposal identified by an offeror as trade secret information or confidential commercial and financial information shall be used by the Government only for the purpose of evaluating the proposal, except that (i) if a contract is awarded to the

offeror as a result of or in connection with submission of the proposal, the Government shall have the right to use the information as provided in the contract, and (ii) if the same information is obtained from another source without restriction it may be used without restriction.

(e) If a request under the Freedom of Information Act seeks access to information in a proposal identified as trade secret information or confidential commercial and financial information, full consideration will be given to the offeror's view that the information constitutes trade secrets or confidential commercial or financial information. The offeror will also be promptly notified of the request and given an opportunity to provide additional evidence and argument in support of its position, unless administratively unfeasible to do so. If it is determined that information claimed by the offeror to be trade secret information or confidential commercial or financial information is not exempt from disclosure under the Freedom of Information Act, the offeror will be notified of this determination prior to disclosure of the information.

(f) The Government assumes no liability for the disclosure or use of information contained in a proposal if not marked in accordance with paragraphs (b) and (c) of this provision. If a request under the Freedom of Information Act is made for information in a proposal not marked in accordance with paragraphs (b) and (c) of this provision, the offeror concerned shall be promptly notified of the request and given an opportunity to provide its position to the Government. However, failure of an offeror to mark information contained in a proposal as trade secret information or confidential commercial or financial information will be treated by the Government as evidence that the information is not exempt from disclosure under the Freedom of Information Act, absent a showing that the failure to mark was due to unusual or extenuating circumstances, such as a showing that the offeror had intended to mark, but that markings were omitted from the offeror's proposal due to clerical error.

(End of provision)

END OF PROVISIONS