

SOLICITATION: AG-0343-S-16-0043, 2016 WEST ZONE WEED SPRAYING

LOCATION: Custer Gallatin National Forest, Bozeman and Hebgen Lake Ranger Districts; Gallatin and Madison Counties, MT

SOLICITATION ISSUE DATE: 05/17/2016

TYPE OF SOLICITATION: Request for Quotation (RFQ).

The Government contemplates award of a **Firm-Fixed Price** contract resulting from this solicitation.

GENERAL INFORMATION: The intent of this solicitation is to obtain quotes for weed treatment (herbicide application, OHV spraying method) on the Custer Gallatin National Forest. A complete project description is included on the following pages.

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

This solicitation and incorporated provisions and clauses are those in effect through the most current Federal Acquisition Circular, FAC 2005-87, 04/06/2016.

AGAR 452.219-70 SIZE STANDARD AND NORTH AMERICAN INDUSTRY CLASSIFICATION (NAICS) CODE INFORMATION:

The North American Industrial Classification System Code(s) and business size standard(s) describing the products and/or services to be acquired under this solicitation are listed below:

Contract line item(s):	ALL
NAICS Code:	115310 (Support Activities for Forestry)
Size Standard:	\$7.5 Million

SET ASIDE: 100% small business set-aside.

OFFER DUE DATE/LOCAL TIME: ALL QUOTES MUST BE RECEIVED NO LATER THAN 25 MAY 2016 AT 1600 HOURS MDT.

CONTRACTORS WISHING TO SUBMIT A QUOTE MUST INCLUDE THE FOLLOWING:

- Schedule of Items and 'Price Quotation Furnished by' information (page 2).
- Experience Questionnaire included in List of Attachments (pages 17-18).
- Representations & Certifications (pages 36-46). Note: Confirm SAM registration is complete and current (Sign & date page 38 at paragraph (b)(1)(2)).
- A valid Montana Commercial Pesticide Applicators License from the State of Montana (<http://agr.mt.gov/agr/Programs/Pesticides/Licensing/>).
- A Spill Plan (to be approved by the Contracting Officer; reference Part III, List of Attachments for a Spill Plan outline).
- If Solicitation Amendments are issued by the Contracting Officer (CO), the vendor must include an 'Acknowledgement of Solicitation Amendments' per the instructions in Block 11 of the SF-30 form. Solicitation Amendments (Solicitation AG-0343-S-16-0043), if applicable, will be posted to <http://www.fs.usda.gov/detail/helena/workingtogether/contracting/?cid=stelprdb5360652>.

FACSIMILE SUBMISSION OF QUOTES: Quotes submitted by facsimile transmission **will not** be accepted.

ELECTRONIC SUBMISSION OF QUOTES: Electronic submission of quotes **will** be accepted. Electronic quotes must be submitted to afitzpatrick@fs.fed.us.

HARD COPY SUBMISSION OF QUOTES: Submittal of hard copy quotes must be sent to the following address:
Custer Gallatin National Forest; Attention: Alane Fitzpatrick, R1 AQM; PO Box 130, 10 East Babcock Ave, Bozeman, MT 59715.

**PART I - THE SCHEDULE
 SUPPLIES OR SERVICES & PRICES/COSTS**

SCHEDULE OF ITEMS: 2016 West Zone Weed Spraying; Gallatin and Madison Counties, Montana; Bozeman and Hebgen Lake Ranger Districts; Custer Gallatin National Forest.

ITEM	DESCRIPTION	MEASUREMENT		ESTIMATED QTY	UNIT	TOTAL
		METHOD*	UNIT**		PRICE	PRICE
	DESCRIPTION OF GROUND TREATMENT: OHV SPRAYING					
1.0	Project Area Coverage by OHV Spraying – Herbicide Application	AQ	AC	338	\$	\$
TOTAL PRICE – ALL ITEMS:						\$

*DESIGNATED METHOD OF MEASUREMENT	**PAY UNIT ABBREVIATIONS
AQ ----- Actual Quantity	AC ----- Acre

EQUIPMENT OFFERED TO COMPLETE ITEMS 1.0:

OHV***

Make: _____ Model: _____ **Year: _____

Make: _____ Model: _____ **Year: _____

Make: _____ Model: _____ **Year: _____

****NOTE:** List Equipment available to complete the work (if necessary, additional pages may be added).

Price quotation furnished by:

Name: _____ Phone: _____

Address: _____ Cell: _____

_____ FAX: _____

DUNS: _____ E-Mail: _____

Special Notes:

1. Interested vendors must bid on all items. Round to the nearest cent.
2. In the event of an error in extending the bid prices, unit prices will govern, unless otherwise determined by the Contracting Officer, in accordance with applicable regulations.
3. Offers for Quantities less than those listed in the Schedule of Items may be rejected.
4. One contract will be awarded to the responsive and responsible party offering the best value to the Government (see Part IV, Evaluation Factors for Award).
5. Vendors must be registered in the System for Award Management (SAM) database to be considered for contract award (reference FAR 52.212-4).
6. Along with price information, the vendor shall provide the Government with information regarding experience and past performance for all related work within the past three years. Please complete the Experience Questionnaire located in Part III, List of Attachments.

7. Subcontractors: All subcontractors must be identified by the time of the post award conference and must be approved prior to the issuance of the Notice to Proceed. Contractors shall submit a completed SF-1413 form to the Contracting Officer for each subcontractor (an SF-1413 form is attached in Part III, List of Attachments).
8. Vendors are urged to thoroughly read the solicitation and to review all attachments prior to preparing and submitting a quote. Questions regarding quote submission may be directed to Alane Fitzpatrick, Contracting Officer, at 406-587-6920.

PART II
DESCRIPTION/SPECIFICATIONS/STATEMENT OF WORK

General Specifications

Scope of Work: The project work includes ground based application of herbicide (OHV spraying) to control targeted noxious weeds on lands administered by the Custer Gallatin National Forest on the Bozeman and Hebgen Lake Ranger Districts in Gallatin and Madison Counties, Montana.

Description of Work: Work to be performed by the contractor includes: a) providing, mixing and applying the specified herbicide to the target weed(s), and b) completing and submitting treatment and/or inventory records along with a simple map illustrating where treatment occurred (reference Part III, List of Attachments – Custer Gallatin National Forest Daily Pesticide Application Log).

The contractor shall furnish all materials, chemicals, equipment, labor, licensing, supervision, workers’ compensation insurance, transportation, operating supplies and incidentals necessary to safely apply herbicides that are registered in the state of Montana, using ground-operated spraying apparatus, in strict compliance with the herbicide labels.

The contractor is responsible to pay for the herbicides, surfactants, and dyes (this expense should be included the cost per acre price in the Schedule of Items). The Government will NOT reimburse the contractor for herbicides purchased to treat noxious weeds. The contractor will record all chemicals and map treatment location, on a Daily Herbicide Application Log form (example attached in Part III) and submit documents within 5 days of treating weeds. The treatment must be at least 90 percent effective at killing the weeds (for each species) prior to acceptance of work. If the treatment does not result in 90 percent herbicide damage then the area will need to be retreated at the contractor’s expense.

Equipment being used to perform the work shall be cleaned prior to entering the Forest. Additionally, cleaning may be required between sites. Supply of water may or may not be available in the local area of work, if not; the contractor will be required to furnish water.

Project Location: The work will be located across the WEST ZONE of the Forest, including the Bozeman and Hebgen Lake Ranger Districts. The following table illustrates the estimated acres to be treated, by location area. Maps are attached in Part III, List of Attachments.

Map No. – Area Description	Estimated Acres
Map 1 – Little Bear #6989	10
Map 2 – Little Bear #3139	23
Map 3 – Upper Storm Castle Road #3138	27
Map 4 – Little Bear #643	15
Map 5 – French Creek	36
Map 6 – Middle Storm Castle	18
Map 7 – Upper Storm Castle #132	42
Map 8 – Orchid Gulch	25
Map 9 – Hebgen Basin, Units 11 & 13	59
Map 10 – Hebgen Basin, Unit 10	83

In the Bozeman District area, the primary weeds include, but are not limited to: spotted knapweed, thistles, houndstongue, and oxeye daisy. The recommended herbicides are Milestone and Escort. In general, travel time from Bozeman to the treatment areas is within 1 hour (two hour round trip).

No pre-bid tour is scheduled. Interested parties with technical questions may contact Susan Lamont at the Custer Gallatin National Forest, Hebgen Lake Ranger District Office at 406-823-6976.

Interested parties shall take reasonable steps to ascertain the nature and location of the project area and the work to be completed, as well as the general and local site conditions which can affect the work and cost of performance. Failure to take the actions described in this paragraph will not relieve the Contractor from the responsibility of properly estimating the difficulty and cost to successfully perform the work, or from successful completion of the work without additional expense to the Government.

Technical Specifications

Description of Treatment Type, OHV (Off Highway Vehicles only, such as an ATV or UTV): OHV treatment will be used in all project areas. Areas may include those with physical limitations (e.g., width of trail, rocks, and slopes too steep for truck), travel restriction, or other resource concerns. Weed infestations to be treated range from widely scattered to dense patches in meadows, and near riparian areas. Treatment acres are estimated quantities only and may vary with available funding.

Description of Treatment Type, Truck or Tractor Spraying: NOTE – For this project, all treatment shall use the OHV spraying method; however, some of the areas may be situated nearby/adjacent to roads.

Roadside spraying is defined as 35-feet either side of the centerline; one mile of roadside spraying is equal to 6 acres (assumes no treatment within the road surface).

Weeds are often found every few feet along roads, and it is unusual to have stretches of roads longer than 100 feet with large infestations. These areas may require the use of broadcast spraying in small areas to achieve an effective treatment. Many roadsides are nearly weed-free and will only need spot spray. While most weeds are found on the road edge, it is not unusual to have to pull hose off the main road surface to spray cut and fill-slopes.

Riparian areas frequently are adjacent to the roads and it will require switching to different herbicides, which are labeled for aquatic use. For this contract, Tordon cannot be used within 50-feet of the high water mark. Other herbicides and surfactants need to comply with the label direction regarding the use and distance to water.

The roadside spraying scheduled for herbicide treatment consists of both maintained and unmaintained, gravel and dirt system roads. The contractor may use a truck, tractor, or ATV. The width of the road is 35-feet both sides of the road from the center line of the road. The cut and fill slopes vary from slight to steep.

Some roads have restricted seasonal vehicle access or yearlong vehicle closures. The contractor will receive authorization to treat weeds behind these closures with vehicles as needed. The contractor may be asked to time treatment to avoid conflicts with other users in particular treatment areas.

Weed infestation levels vary from light to moderate to heavy in the treatment areas depending on aspect, elevation, canopy cover. Weeds will be found on cut and fill slopes, along the road edge and, in the case of unmaintained roads, within the roadbed and centerline.

Herbicide Treatment Standards:

A variety of herbicides can be used, but those allowable are limited to the following chemicals: 2,4-D, aminopyralid, chlorsulfuron, clopyralid, dicamba, glyphosate, hexazinone, imazapyr, methsulfuron methyl, picloram, imazapic, sulfometuron methyl, triclopyr.

The contractor will pay for the herbicides, surfactant and dyes. These costs are to be incorporated into the price per acre.

Work to be performed by the contractor includes: a) providing, mixing and applying the specified herbicide to the target weed(s), and b) completing and submitting Forest Service provided application records and a simple map showing where treatment occurred.

1. The contractor will treat all of the target species in the table below with an appropriate herbicide at an effective rate. The Forest Service will approve which herbicide(s) and concentration rates are used on each site, prior to application.

Weed species known to exist on the Forest	New Invader Species - Currently not on the Forest, but treat and report if found
scentless chamomile (<i>Anthemis arvensis</i>) golden chamomile (<i>Anthemis tinctoria</i>) common burdock (<i>Arctium minus</i>) hoary alyssum (<i>Berteroa incana</i>) spotted knapweed (<i>Centaurea maculosa</i>) diffuse knapweed <i>Centaurea diffusa</i> Russian knapweed <i>Centaurea repens</i> plumeless thistle (<i>Carduus acanthoides</i>) white top (<i>Cardaria draba</i>) nodding or musk thistle <i>Cardus nutans</i> bull thistle (<i>Cirsium vulgare</i>) Canada thistle (<i>Cirsium arvense</i>) poison hemlock (<i>Conium maculatum</i>) field bindweed (<i>Convolvulus arvensis</i>) houndstongue (<i>Cynoglossum officinale</i>) leafy spurge (<i>Euphorbia esula</i>)* orange hawkweed (<i>Hieracium aurantiacum</i>)* meadow hawkweed (<i>Hieracium piloselloides / pratense/ et al</i>)* St. Johnswort (<i>Hypericum perforatum</i>)* field scabiosa (<i>Knautia arvensis</i>)* Dalmatian toadflax (<i>Linaria dalmatica</i>) yellow toadflax (<i>Linaria vulgaris</i>) oxeye daisy (<i>Chrysanthemum leucanthemem</i>) sulfur cinquefoil (<i>Potentilla recta</i>) tall buttercup (<i>Ranunculus acris</i>)* common tansy (<i>Tanacetum vulgare</i>) common mullein (<i>Verbascum spp.</i>)	Blueweed (<i>Echium vulgare</i>) Dyers woad (<i>Isatis tinctoria</i>) Japanese knotweed (<i>Polgonum cuspidatum</i>) Perennial pepperweed (<i>Lepidium latifolium</i>) Rush skeletonweed (<i>Chondrilla juncea</i>) Tansy ragwort (<i>Senecio jacobaea</i>) Yellow starthistle (<i>Centaurea solstitialis</i>) Meadow knapweed (<i>Centaurea pratensis</i>)

* Report new infestations to the Contracting Officer’s Representative (COR)

2. At a minimum, 90% of the weeds treated (each species needs to have this level of treatment effectiveness) will show mortality or physical signs of herbicide treatment such as wilting, curling or discoloration. Government contract inspections must allow sufficient time for target plants to exhibit herbicide effects. If treatments are less than 90% effective then the contractor shall re-treat the area (and will not be paid for any subsequent herbicide applications).

Inspection Method – If treatment effectiveness is 90% or better, then the Government will use ocular estimates and record observations of effectiveness for each weed species in the treatment area.

If treatment effectiveness appears to be less than 90% then the Government will use the following method to monitor effectiveness. Establish a targeted random sample by placing survey transects in areas (polygons) that contain at least 1 % weeds and with similar vegetation. The polygon can be a subset of the total treatment area (lump according to

individual species or unique weed density levels – <10 %, 11-50%, > 51%). Make a map of the polygon, transect and quadrat locations for the contract records file.

Transect installation: From the center of each polygon, install four transects in cardinal directions, using a compass. They can extend to the perimeters of the polygons if they are less than 600 feet in length or width, or they can be 300 feet in length, as a maximum.

Quadrat Installation: The quadrats are ½ meter square in size. There are four quadrats per polygon if the survey area is less than 10 acres (double the number of quadrats if the polygon is between 10 and 100 acres).

To ensure random quadrat placement along each transect, use one die if the polygon is less than 50 feet and select a number after rolling the die. If the polygon is larger, use two dice. Use the number generated (1-6 in small polygons, 2-12 in large polygons) as the random start distance. Next, divide the transect by 2 (e.g., use 150 feet if transect is 300 feet) and place the quadrat at 150 feet, **PLUS** the random number (from the dice toss) that distance from center.

EXAMPLE: The transect is 300 feet long. Half that distance is 150 feet. Random throw of dice = 7. Distance from center is $150 + 7 = 157$ feet.

Do this calculation for each of the four transects. At the designated distance, place the ½ meter quadrat next to the graduated side of the tape (lower left corner of the quadrat at the “top” of the number).

Count the number of live and dead stems if rhizomatous, and individual plants if not, for each weed species in the quadrat. The counting units are LIVE WEEDS and DEAD WEEDS. Don’t count native plants.

If there is a **high density** of weeds (either live, dead or both) and they are **uniformly dense** throughout the quadrat, you can subdivide the quadrat and count a subset.

EXAMPLE: divide the quadrat into two, count weeds in one-half of the quadrat: LIVE: 50, DEAD: 40.

This equals 100 (50 x 2) live weed stems (individuals) and 80 (40 x 2) dead weed stems (individuals).

3. The Contractor shall avoid broadcast herbicide application (use spot treatment instead) where target species occur only sporadically in a dominant cover of non-target plants.
4. The Contractor shall avoid herbicide injury to trees and other woody species.
5. The choice of herbicide and surfactants is up to the contractor, however its use is subject to prior approval by the Government. A variety of herbicides can be used, but limited to the following chemicals: 2,4-D, aminopyralid, chlorsulfuron, clopyralid, dicamba, glyphosate, hexazinone, imazapyr, methsulfuron methyl, picloram, imazapic, sulfometuron methyl, triclopyr.
6. Water shall be used as a carrier and it is the contractor’s responsibility to supply it; the Forest Service will help to identify possible sources of water.
7. Dye/Marker: A water-based dye or other approved color marking system will be used at the direction of the Forest Service to further identify target species and area that have been sprayed. Dye amount in the herbicide must be visible on the sprayed sites for a minimum of 24 hours after application.
8. Treatments areas often require changing herbicide to meet the requirements and restrictions of the product labels, to be effective on the weeds present, to be responsive to different site conditions and to minimize damage to non-target vegetation. Do not use Tordon within 50 feet of water or sub-irrigated land; only use herbicides and surfactant approved for aquatic use in these areas. Do not spray herbicide into, over or on water.
9. Off-road treatment may be by OHV (or similar low psi vehicle). Treatment method will not create any new permanent wheeled tracks in the soil. Treatment activity and techniques will not contribute to measurable or noticeable erosion, extensive or intensive (localized) soil disturbance or long term physical damage to desirable vegetation.

Monitoring and Record Keeping Requirements for Herbicide Treatments:

1. Federal and State laws require record keeping for all applications of pesticides on public lands. The Contractor shall provide complete, accurate, and detailed records throughout the duration of the contract and provide the Government with legible, readable copies of such records on Forest Service provided forms (reference Part III, List of Attachments). The Contractor must submit application records to the COR within 5 days of applying herbicide to the site.
2. Upon completion of each project area or unit of work on the contract, and prior to or accompanying each invoice, the Contractor shall provide the Government with herbicide application records (complete one form for each day, type of herbicide mixture used, and each unique area as shown on the maps from the task order) and a map showing the associated treatment area location. At a minimum, the Contractor may draw on the maps provided by the Government and write the date the treatment was completed on the map.
3. The Contractor will notify the COR within 48-hours of discovery, and shall record GPS locations, of all new invader weed species (as identified on weed list above).
4. If new weed patches are found (e.g., not displayed on the Government provided maps), the Contractor must notify the CO prior to treatment of any such areas not identified herein. The Contractor shall not spray any area not specifically identified herein without direction of the CO.

Certification and Personnel Requirements:

The Contractor performing herbicide mixing or application operations under this contract must meet the State of Montana certification and application requirements for the use and application of Restricted Use herbicides and must hold a current Montana Commercial Pesticide Applicators License (<http://agr.mt.gov/agr/Programs/Pesticides/Licensing/>). Personnel employed by the Contractor must be briefed and trained in application and safety techniques. Personnel employed by the Contractor must be under the direct supervision of a licensed applicator at all times while on the National Forest.

Safety Requirements and General Provisions:

1. A pumping system may be used to fill the spray mixing and spray application tanks provided it will avoid contamination of wells, springs, streams, lakes, and ponds used as a water source. The system shall be so constructed that a back flow from the mixing or application tanks will not be possible if the pump loses prime.
2. Herbicide pouring and mixing operations will not occur within 150 feet of any open water source.
3. Spray drift shall be avoided. Do not spray when winds exceed 10 miles per hour.
4. No spraying shall be done inside ditches containing water (do not spray into, on, or over water).
5. Spraying shall not occur while it is raining or snowing. The Contractor shall take all reasonable precautions to avoid spraying if it appears that precipitation sufficient to wash herbicide(s) off of target species, or into open water, may occur within 2 hours after herbicide application or as cautioned by the herbicide label.
6. Buffer strips may be designated by the Forest Service during operations to protect rare plants (50 feet), amphibians (50 feet), or water influenced areas (150 feet from potable water development, and ½ mile from municipal water divergent point). No spraying shall occur within these designated buffer strips.
7. When spraying herbicide to the water's edge, spray with your back to the water. Spray away from the water, not towards it.

8. The Contractor shall insure that containers or tanks used for herbicide application are not washed/rinsed out within 150 feet of open water (e.g., springs, ditches, streams, ponds, or lakes). The contractor will follow all state, federal, and label regulations involving rinsing and washing procedures.
9. Do not use ester formulation of herbicides (stipulated to reduce fish toxicity concern).
10. The Forest Service is not responsible for the safety of the Contractor nor any operators or assistants. The Contractor shall provide and maintain work procedures which will safeguard the public and Government personnel, as well as the Contractor's own personnel. The Contractor shall be expected to use reasonable safety procedures and equipment, in addition to those required items, while operating on National Forest lands.
11. The Contractor and all personnel who will perform the work are required to review, understand, and follow the herbicide label recommendations, requirements, precautions, and prohibitions.
12. The Contractor shall carry, and have within easy access during all spraying operations, a label and Safety Data Sheet (SDS) for the herbicides being used.
13. The Contractor will remove all herbicide containers from the National Forest and dispose of them in accordance with all local, state and federal requirements.
14. All equipment will be in good mechanical condition and will be inspected prior to work. The spray pattern, application rates, and calibration shall be checked before beginning the job and at least once during the performance of work, or more frequently if deemed necessary by the Forest Service. Calibration calculations shall be provided to the Forest Service as requested during operations. The Contractor will inspect equipment daily for leaks and suspend operations until all leaks are repaired.
15. Herbicides shall be transported daily to the project site as follows: transport, as closely as possible, only the estimated quantity needed for that day's work; transport concentrated herbicide containers only in a manner that will prevent spills; and, transport herbicides and additives in a compartment that is isolated from food, clothing, and safety equipment.
16. Herbicide application operations will not occur when any one of the following conditions exists in a treatment area:
 - a. Wind velocity in excess of ten (10) miles per hour.
 - b. Relative Humidity readings that are less than 25%.
 - c. Frost, snow, or ice covering target plants.
 - d. Emergency closures in effect, such as Fire Restrictions.
 - e. Following receipt of a Stop Work Order (e.g., for reasons such as noncompliance with the contract terms and conditions).
17. The Contractor is responsible for all spills and will notify the CO or COR immediately if a spill occurs. All spray operations and herbicide transport vehicles will have standard adequate spill containment and cleanup materials and equipment on-board. Operators will be trained in responding to and dealing with any spills of herbicide.
18. The contractor will keep spray rigs and equipment appearing neat, professional and organized. Dye stains on the rigs, tanks, and employee clothing will be kept to a minimum by regular cleaning. It is important during this project to project a professional image and to demonstrate that the herbicide applications are performed carefully, professionally, and without spillage.
19. The Contractor will apprise the COR or Inspector of the spray operation location plans in advance on a weekly basis.
20. Roads popular with recreationists, outside of hunting season, will not be treated with herbicides on, Saturday, Sunday, or holidays. Such roads will be identified by the Forest Service in each project area.

INSPECTION & ACCEPTANCE

Treatment Area Inspection: The Contracting Officer's Representative (COR) or designated Inspectors will inspect the treatment sites within 10 days of being notified by the Contractor that the areas are ready for inspection. Sufficient time needs to lapse between the treatment and the inspection for the plants to develop signs of herbicide damage (wilting, color change, or stunted growth) which is usually 2 to 3 weeks.

DELIVERIES OR PERFORMANCE

Performance Period Requirements / Contract Time

Start Work Date: Start date for this project is no later than **6 June 2016**.

Performance Period: All work shall be completed, including clean-up, final inspection, and Government acceptance, no later than **12 August 2016**. The Contractor shall maintain progress at a rate that will assure completion of work within the time specified above.

SPECIAL CONTRACT REQUIREMENTS

CONTRACTOR REQUIRED LICENSE/PERMITS/ABILITIES:

1. **BEFORE** work may begin, the contractor **SHALL** provide the documentation required in this section.
 - a. A valid Montana Commercial Pesticide Applicators License from the State of Montana.
 - b. Proof of Worker's Compensation Coverage or a Contractor's Exemption Certificate.
 - c. A Spill Plan (to be approved by the Contracting Officer), which must include a spill containment plan along with an outline of the equipment necessary to contain a spill (reference Part III, List of Attachments for a Spill Plan outline).

All contractor personnel must have the ability to recognize all of the weed species on the Montana Statewide noxious weed list in all their stages of development, Category I-IV. These consist primarily of, but are not limited to, houndstongue, spotted and diffuse knapweed, Canada thistle, common tansy, sulfur cinquefoil, St. Johnswort, oxeye daisy, leafy spurge, and Dalmatian and common toadflax.

2. **Camping: Camping may or may not be allowed. If allowed, camping requires prior written approval, coordinated through the CO and Bozeman and/or Hebgen Lake Ranger Districts.**

If camping is allowed, prior to camping on National Forest Lands, the Contractor shall obtain a Camping Permit from the applicable Ranger District through the Contracting Officer. Permits will be issued at the discretion of the District Rangers. The Contractor must submit camping requests before or during the post-award conference. Contractors are expected to keep a clean camp at all times and to adhere to all applicable National Forest/Ranger District policies in effect.

Use of developed Forest Service campgrounds and other high use areas will not be allowed during the term of the contract.

All food and refuse shall be handled according to food storage requirements of the 'Occupancy and Use Restrictions' Order to eliminate grizzly bear/human contact.

- a. A camp is interpreted to include any location occupied by the Contractor or Contractor's agents for the purpose of overnight occupancy. This encompasses any tent sites, camp trailers, etc. which also includes residing at designated campsites or campgrounds that are open to the public.
- b. Unless otherwise allowed in the Camping Permit, the contractor will abide by all rules applicable to the general public.

- c. Arrangements for camping on local private lands will be the responsibility of the Contractor.

3. Food Storage Order

A food storage and occupancy and use order is in effect on the Custer Gallatin National Forest (reference Part III, List of Attachments for a copy of the order).

The order specifies that all refuse, food, beverages, and scented or flavored toiletries must be stored unavailable to bears at night and when unattended during the day. Attractants include canned food, pop, beer, garbage, grease, processed livestock or pet food, toothpaste, and chapstick, etc. These items must be hung at least 10-feet off the ground and 4-feet from any vertical support, or stored inside a bear resistant container or vehicle. Cars, pick-up cabs, enclosed horse trailers, hard sided campers or camper shells are all considered bear resistant. Food should be stored out of sight in vehicles. Coolers, pop-up campers, backpacks, and tents are not considered bear resistant.

4. Pollution and Erosion Control

During contract performance, the Contractor shall exercise reasonable measures to prevent or minimize soil erosion and pollution of water and other resources. All refuse, including garbage, rubbish, and solid or liquid wastes, from the Contractor's operations, including camps, parking areas, and equipment maintenance areas shall be stored, collected, and disposed of in a sanitary and nuisance-free manner.

During all of the work, the Contractor shall make every reasonable effort to direct surface runoff water to stabilized waterways and to keep the drainage systems functioning effectively to minimize soil erosion and water pollution.

PART II - CONTRACT CLAUSES CONTRACT CLAUSES, TERMS, & CONDITIONS

FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1) CLAUSES

52.252-2 Clauses Incorporated by Reference (FEB 1998)

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

(End of clause)

52.211-8 Variation in Estimated Quantity (APR 1984)

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

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

52.232-18 Availability of Funds (APR 1984)

52.242-15 Stop-Work Order (AUG 1989)

52.244-6 Subcontracts for Commercial Items (APR 2015)

52.249-2 Termination for Convenience of the Government (Fixed Price) (APR 2012)

52.249-8 Default (Fixed-Price Supply and Service) (APR 1984)

AGRICULTURE ACQUISITION REGULATION (48 CFR CHAPTER 4) CLAUSES

452.236-72 Use of Premises (NOV 1996)

52.212-5 Contract Terms and Conditions Required To Implement Statutes or Executive Orders - Commercial Items. (MAR 2016)

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

- (1) 52.209-10, Prohibition on Contracting with Inverted Domestic Corporations (NOV 2015).
- (2) 52.233-3, Protest After Award (AUG 1996) (31 U.S.C. 3553).
- (3) 52.233-4, Applicable Law for Breach of Contract Claim (OCT 2004) (Public Laws 108-77 and 108-78 (19 U.S.C. 3805 note)).

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

- (1) 52.203-6, Restrictions on Subcontractor Sales to the Government (SEP 2006), with Alternate I (OCT 1995) (41 U.S.C. 4704 and 10 U.S.C. 2402).
- (2) 52.203-13, Contractor Code of Business Ethics and Conduct (OCT 2015) (41 U.S.C. 3509).
- (3) 52.203-15, Whistleblower Protections under the American Recovery and Reinvestment Act of 2009 (JUN 2010) (Section 1553 of Pub. L. 111-5). (Applies to contracts funded by the American Recovery and Reinvestment Act of 2009.)
- (4) 52.204-10, Reporting Executive Compensation and First-Tier Subcontract Awards (OCT 2015) (Pub. L. 109-282) (31 U.S.C. 6101 note).
- (5) (Reserved)
- (6) 52.204-14, Service Contract Reporting Requirements (JAN 2014) (Pub. L. 111-117, section 743 of Div. C).
- (7) 52.204-15, Service Contract Reporting Requirements for Indefinite-Delivery Contracts (JAN 2014) (Pub. L. 111-117, section 743 of Div. C).
- (8) 52.209-6, Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment. (OCT 2015) (31 U.S.C. 6101 note).
- (9) 52.209-9, Updates of Publicly Available Information Regarding Responsibility Matters (JUL 2013) (41 U.S.C. 2313).
- (10) (Reserved)
- (11)(i) 52.219-3, Notice of HUBZone Set-Aside or Sole-Source Award (NOV 2011) (15 U.S.C. 657a).
- (ii) Alternate I (NOV 2011) of 52.219-3.
- (12)(i) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (OCT 2014) (if the offeror elects to waive the preference, it shall so indicate in its offer) (15 U.S.C. 657a).
- (ii) Alternate I (JAN 2011) of 52.219-4.
- (13) (Reserved)
- (14)(i) 52.219-6, Notice of Total Small Business Set-Aside (NOV 2011) (15 U.S.C. 644).
 - (ii) Alternate I (NOV 2011).
 - (iii) Alternate II (NOV 2011).
- (15)(i) 52.219-7, Notice of Partial Small Business Set-Aside (JUN 2003) (15 U.S.C. 644).
 - (ii) Alternate I (OCT 1995) of 52.219-7.
 - (iii) Alternate II (MAR 2004) of 52.219-7.
- (16) 52.219-8, Utilization of Small Business Concerns (OCT 2014) (15 U.S.C. 637(d)(2) and (3)).
- (17)(i) 52.219-9, Small Business Subcontracting Plan (OCT 2015) (15 U.S.C. 637(d)(4)).
 - (ii) Alternate I (OCT 2001) of 52.219-9.
 - (iii) Alternate II (OCT 2001) of 52.219-9.
 - (iv) Alternate III (OCT 2015) of 52.219-9.
- (18) 52.219-13, Notice of Set-Aside of Orders (NOV 2011) (15 U.S.C. 644(r)).
- (19) 52.219-14, Limitations on Subcontracting (NOV 2011) (15 U.S.C. 637(a)(14)).
- (20) 52.219-16, Liquidated Damages-Subcontracting Plan (JAN 1999) (15 U.S.C. 637(d)(4)(F)(i)).
- (21) 52.219-27, Notice of Service-Disabled Veteran-Owned Small Business Set-Aside (NOV 2011) (15 U.S.C. 657f).
- (22) 52.219-28, Post Award Small Business Program Rerepresentation (JUL 2013) (15 U.S.C. 632(a)(2)).
- (23) 52.219-29, Notice of Set-Aside for, or Sole Source Award to, Economically Disadvantaged Women-Owned Small Business Concerns (DEC 2015) (15 U.S.C. 637(m)).

- (24) 52.219-30, Notice of Set-Aside for, or Sole Source Award to, Women-Owned Small Business Concerns Eligible Under the Women-Owned Small Business Program (DEC 2015) (15 U.S.C. 637(m)).
- (25) 52.222-3, Convict Labor (JUN 2003) (E.O. 11755).
- (26) 52.222-19, Child Labor-Cooperation with Authorities and Remedies (FEB 2016) (E.O. 13126).
- (27) 52.222-21, Prohibition of Segregated Facilities (APR 2015).
- (28) 52.222-26, Equal Opportunity (APR 2015) (E.O. 11246).
- (29) 52.222-35, Equal Opportunity for Veterans (OCT 2015) (38 U.S.C. 4212).
- (30) 52.222-36, Equal Opportunity for Workers with Disabilities (JUL 2014) (29 U.S.C. 793).
- (31) 52.222-37, Employment Reports on Veterans (FEB 2016) (38 U.S.C. 4212).
- (32) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (DEC 2010) (E.O. 13496).
- (33)(i) 52.222-50, Combating Trafficking in Persons (MAR 2015) (22 U.S.C. chapter 78 and E.O. 13627).
 - (ii) *Alternate I* (MAR 2015) of 52.222-50 (22 U.S.C. chapter 78 and E.O. 13627).
- (34) 52.222-54, Employment Eligibility Verification (OCT 2015). (E. O. 12989). (Not applicable to the acquisition of commercially available off-the-shelf items or certain other types of commercial items as prescribed in 22.1803.)
- (35)(i) 52.223-9, Estimate of Percentage of Recovered Material Content for EPA-Designated Items (MAY 2008) (42 U.S.C. 6962(c)(3)(A)(ii)). (Not applicable to the acquisition of commercially available off-the-shelf items.)
 - (ii) *Alternate I* (MAY 2008) of 52.223-9 (42 U.S.C. 6962(i)(2)(C)). (Not applicable to the acquisition of commercially available off-the-shelf items.)
- (36)(i) 52.223-13, Acquisition of EPEAT®-Registered Imaging Equipment (JUN 2014) (E.O.s 13423 and 13514).
 - (ii) *Alternate I* (OCT 2015) of 52.223-13.
- (37)(i) 52.223-14, Acquisition of EPEAT®-Registered Televisions (JUN 2014) (E.O.s 13423 and 13514).
 - (ii) *Alternate I* (JUN 2014) of 52.223-14.
- (38) 52.223-15, Energy Efficiency in Energy-Consuming Products (DEC 2007) (42 U.S.C. 8259b).
- (39)(i) 52.223-16, Acquisition of EPEAT®-Registered Personal Computer Products (OCT 2015) (E.O.s 13423 and 13514).
 - (ii) *Alternate I* (JUN 2014) of 52.223-16.
- (40) 52.223-18, Encouraging Contractor Policies to Ban Text Messaging While Driving (AUG 2011)
- (41) 52.225-1, Buy American-Supplies (MAY 2014) (41 U.S.C. chapter 83).
- (42)(i) 52.225-3, Buy American-Free Trade Agreements-Israeli Trade Act (MAY 2014) (41 U.S.C. chapter 83, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note, 19 U.S.C. 3805 note, 19 U.S.C. 4001 note, Pub. L. 103-182, 108-77, 108-78, 108-286, 108-302, 109-53, 109-169, 109-283, 110-138, 112-41, 112-42, and 112-43).
 - (ii) *Alternate I* (MAY 2014) of 52.225-3.
 - (iii) *Alternate II* (MAY 2014) of 52.225-3.
 - (iv) *Alternate III* (MAY 2014) of 52.225-3.
- (43) 52.225-5, Trade Agreements (FEB 2016) (19 U.S.C. 2501, *et seq.*, 19 U.S.C. 3301 note).
- (44) 52.225-13, Restrictions on Certain Foreign Purchases (JUN 2008) (E.O.'s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).
- (45) 52.225-26, Contractors Performing Private Security Functions Outside the United States (JUL 2013) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. 2302 Note).
- (46) 52.226-4, Notice of Disaster or Emergency Area Set-Aside (NOV 2007) (42 U.S.C. 5150).
- (47) 52.226-5, Restrictions on Subcontracting Outside Disaster or Emergency Area (NOV 2007) (42 U.S.C. 5150).
- (48) 52.232-29, Terms for Financing of Purchases of Commercial Items (FEB 2002) (41 U.S.C. 4505, 10 U.S.C. 2307(f)).
- (49) 52.232-30, Installment Payments for Commercial Items (OCT 1995) (41 U.S.C. 4505, 10 U.S.C. 2307(f)).
- (50) 52.232-33, Payment by Electronic Funds Transfer-System for Award Management (JUL 2013) (31 U.S.C. 3332).

- (51) 52.232-34, Payment by Electronic Funds Transfer - Other than System for Award Management (JUL 2013) (31 U.S.C. 3332).
- (52) 52.232-36, Payment by Third Party (MAY 2014) (31 U.S.C. 3332).
- (53) 52.239-1, Privacy or Security Safeguards (AUG 1996) (5 U.S.C. 552a).
- (54)(i) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (FEB 2006) (46 U.S.C. Appx. 1241(b) and 10 U.S.C. 2631).
- (ii) Alternate I (APR 2003) of 52.247-64.

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

- (1) 52.222-17, Nondisplacement of Qualified Workers (MAY 2014) (E.O. 13495).
- (2) 52.222-41, Service Contract Labor Standards (MAY 2014) (41 U.S.C. chapter 67).
- (3) 52.222-42, Statement of Equivalent Rates for Federal Hires (MAY 2014) (29 U.S.C. 206 and 41 U.S.C. chapter 67).

This Statement is for Information Only: It is not a Wage Determination

Employee Class	Monetary Wage	Fringe Benefits
WG-5, Step 2	\$18.05	+ Fringe Benefits as applicable
WG-5, Step 3	\$18.77	+ Fringe Benefits as applicable

- (4) 52.222-43, Fair Labor Standards Act and Service Contract Labor Standards-Price Adjustment (Multiple Year and Option Contracts) (MAY 2014) (29 U.S.C. 206 and 41 U.S.C. chapter 67).
- (5) 52.222-44, Fair Labor Standards Act and Service Contract Labor Standards-Price Adjustment (MAY 2014) (29 U.S.C. 206 and 41 U.S.C. chapter 67).
- (6) 52.222-51, Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment-Requirements (MAY 2014) (41 U.S.C. chapter 67).
- (7) 52.222-53, Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services-Requirements (MAY 2014) (41 U.S.C. chapter 67).
- (8) 52.222-55, Minimum Wages Under Executive Order 13658 (DEC 2015).
- (9) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations (MAY 2014) (42 U.S.C. 1792).
- (10) 52.237-11, Accepting and Dispensing of \$1 Coin (SEP 2008) (31 U.S.C. 5112(p)(1)).

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

- (1) The Comptroller General of the United States, or an authorized representative of the Comptroller General, shall have access to and right to examine any of the Contractor's directly pertinent records involving transactions related to this contract.
- (2) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR Subpart 4.7, Contractor Records Retention, of the other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.
- (3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This does not require the Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.

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

- (i) 52.203-13, Contractor Code of Business Ethics and Conduct (OCT 2015) (41 U.S.C. 3509).
- (ii) 52.219-8, Utilization of Small Business Concerns (OCT 2014) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$700,000 (\$1.5 million for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.
- (iii) 52.222-17, Nondisplacement of Qualified Workers (MAY 2014) (E.O. 13495). Flow down required in accordance with paragraph (l) of FAR clause 52.222-17.
- (iv) 52.222-21, Prohibition of Segregated Facilities (APR 2015).
- (v) 52.222-26, Equal Opportunity (APR 2015) (E.O. 11246).
- (vi) 52.222-35, Equal Opportunity for Veterans (OCT 2015) (38 U.S.C. 4212).
- (vii) 52.222-36, Equal Opportunity for Workers with Disabilities (JUL 2014) (29 U.S.C. 793).
- (viii) 52.222-37, Employment Reports on Veterans (FEB 2016) (38 U.S.C. 4212).
- (ix) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (DEC 2010) (E.O. 13496). Flow down required in accordance with paragraph (f) of FAR clause 52.222-40.
- (x) 52.222-41, Service Contract Labor Standards (MAY 2014) (41 U.S.C. chapter 67).
- (xi) (A) 52.222-50, Combating Trafficking in Persons (MAR 2015) (22 U.S.C. chapter 78 and E.O. 13627).
 (B) Alternate I (MAR 2015) of 52.222-50 (22 U.S.C. chapter 78 and E.O. 13627).
- (xii) 52.222-51, Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment-Requirements (MAY 2014) (41 U.S.C. chapter 67).
- (xiii) 52.222-53, Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services-Requirements (MAY 2014) (41 U.S.C. chapter 67).
- (xiv) 52.222-54, Employment Eligibility Verification (OCT 2015) (E. O. 12989).
- (xv) 52.222-55, Minimum Wages Under Executive Order 13658 (DEC 2015).
- (xvi) 52.225-26, Contractors Performing Private Security Functions Outside the United States (JUL 2013) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. 2302 Note).
- (xvii) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations (MAY 2014) (42 U.S.C. 1792). Flow down required in accordance with paragraph (e) of FAR clause 52.226-6.
- (xviii) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (FEB 2006) (46 U.S.C. Appx. 1241(b) and 10 U.S.C. 2631). Flow down required in accordance with paragraph (d) of FAR clause 52.247-64.

(2) While not required, the Contractor May include in its subcontracts for commercial items a minimal number of additional clauses necessary to satisfy its contractual obligations.

(End of clause)

52.232-40 Providing Accelerated Payments to Small Business Subcontractors (DEC 2013)

(a) Upon receipt of accelerated payments from the Government, the Contractor shall make accelerated payments to its small business subcontractors under this contract, to the maximum extent practicable and prior to when such payment is otherwise required under the applicable contract or subcontract, after receipt of a proper invoice and all other required documentation from the small business subcontractor.

(b) The acceleration of payments under this clause does not provide any new rights under the Prompt Payment Act.

(c) Include the substance of this clause, including this paragraph (c), in all subcontracts with small business

concerns, including subcontracts with small business concerns for the acquisition of commercial items.
(End of clause)

AGRICULTURE ACQUISITION REGULATION (48 CFR CHAPTER 4) CLAUSES

452.211-74 Period of Performance (FEB 1988)

The period of performance of this contract is from **date of contract award through 12 August 2016**.
(End of Clause)

452.211-75 Effective Period of the Contract (FEB 1988)

The effective period of this contract is from **date of contract award through 12 August 2016**.
(End of Clause)

452.215-73 Postaward Conference (NOV 1996)

A post award conference with the successful offeror is required. It will be scheduled within seven days after the date of contract award. The conference will be held at: **Custer Gallatin National Forest, Supervisor's Office, 10 East Babcock, Bozeman, MT 59715** or at another location agreed to by the parties.
(End of Clause)

452.228-71 Insurance Coverage (NOV 1996)

Pursuant to FAR clause 52.228-5, Insurance-Work on a Government Installation, the Contractor will be required to present evidence to show, as a minimum, the amounts of insurance coverage indicated below:

(a) Workers Compensation and Employer's Liability. The Contractor is required to comply with applicable Federal and State workers' compensation and occupational disease statutes. If occupational diseases are not compensable under those statutes, they shall be covered under the employer's liability section of the insurance policy, except when contract operations are so commingled with a Contractor's commercial operations that it would not be practical to require this coverage. Employer's liability coverage of at least \$100,000 shall be required, except in States with exclusive or monopolistic funds that do not permit worker's compensation to be written by private carriers.

(b) General Liability. The Contractor shall have bodily injury liability insurance coverage written on a comprehensive form of policy of at least \$500,000 per occurrence.

(c) Automobile Liability. The Contractor shall have automobile liability insurance written on a comprehensive form of policy. The policy shall provide for bodily injury and property damage liability covering the operation of all automobiles used in connection with performing the contract. Policies covering automobiles operated in the United States shall provide coverage of at least \$200,000 per person and \$500,000 per occurrence for bodily injury and \$20,000 per occurrence for property damage or loss.

(d) Aircraft Public and Passenger Liability. When aircraft are used in connection with performing the contract, the Contractor shall have aircraft public and passenger liability insurance. Coverage shall be at least \$200,000 per person and \$500,000 per occurrence for bodily injury, other than passenger injury. Coverage for passenger injury shall be at least \$200,000 multiplied by the number of seats or passengers, whichever is greater.

(End of Clause)

452.236-77 Emergency Response (NOV 1996)

- (a) Contractor's Responsibility for Fire Fighting. (1) The Contractor, under the provisions of FAR clause 52.236-9, PROTECTION OF EXISTING VEGETATION, STRUCTURES, EQUIPMENT, UTILITIES, AND IMPROVEMENTS, shall immediately extinguish all fires on the work site other than those fires in use as a part of the work. (2) The Contractor may be held liable for all damages and for all costs incurred by the Government for labor, subsistence, equipment, supplies, and transportation deemed necessary to control or suppress a fire set or caused by the Contractor or the Contractor's agents or employees.
- (b) Contractor's Responsibility for Notification in Case of Fire. The Contractor shall immediately notify the Government of any fires sighted on or in the vicinity of the work site.

- (c) Contractor's Responsibility for Responding to Emergencies. When directed by the Contracting Officer, the Contractor shall allow the Government to temporarily use employees and equipment from the work site for emergency work (anticipated to be restricted to firefighting). An equitable adjustment for the temporary use of employees and equipment will be made under the CHANGES clause, FAR 52.243-4.
(End of clause)

PART III - LIST OF DOCUMENTS, EXHIBITS, & OTHER ATTACHMENTS

List of Documents, Exhibits, & Other Attachments:

1	Experience Questionnaire; <i>(Pages 17-18)</i>
2	Wage Determination – Service Contract Act; Forestry and Land Management Services 12/29/2015 WD 76-1342 (Rev.-52); <i>(Pages 19-21)</i>
3	Custer Gallatin National Forest, Herbicide Safety & Spill Plan and Hazardous Materials Policy; <i>(Pages 22-24)</i>
4	Weed Treatment Area Maps; <i>(Attached as a separate document; Pages 25-35)</i>
5	Custer Gallatin National Forest Daily Pesticide Application Log; <i>(Attached as a separate document, 1 page)</i>
6	Custer Gallatin Food Storage Order <i>(Attached as a separate document, 5 pages)</i>
7	SF-1413, Statement & Acknowledgment (Subcontractor); <i>(Attached as a separate document, 1 page)</i>

ATTACHMENT 1 – EXPERIENCE QUESTIONNAIRE

J – 1 EXPERIENCE QUESTIONNAIRE

1. CONTRACTOR NAME, ADDRESS, & TELEPHONE NUMBER:

2. BUSINESS TYPE <input type="checkbox"/> COMPANY <input type="checkbox"/> INDIVIDUAL <input type="checkbox"/> CORPORATION <input type="checkbox"/> CO-PARTNERSHIP <input type="checkbox"/> NON-PROFIT ORGANIZATION	3. HOW MANY YEARS DOES YOUR BUSINESS HAVE IN THE LINE OF WORK CONTEMPLATED BY THIS SOLICITATION?
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4. HOW MANY YEARS EXPERIENCE IN CONTRACTING HAS YOUR **BUSINESS** HAD AS AN (a) PRIME CONTRACTOR _____ AND/OR (b) SUB-CONTRACTOR _____? IS THIS TIME CONCURRENT? YES NO

5a. LIST BELOW SIMILAR PROJECTS YOUR BUSINESS HAS COMPLETED WITHIN THE LAST **THREE** YEARS:

CONTRACT AMOUNT	TYPE OF PROJECT	DATE COMPLETED	NAME, ADDRESS & TELEPHONE NUMBER OF OWNER/PERSON TO CONTACT FOR INFO.

5b. LIST BELOW THE PROJECTS THAT ARE INCOMPLETE:

CONTRACT NUMBER	DOLLAR AMT. OF AWARD	NAME, ADDRESS & PHONE NO. OF AGENCY INVOLVED	PERCENT COMPLETED	DATE COMPLETED	UNITS AWARDED

6a. HAVE YOU EVER FAILED TO COMPLETE ANY WORK AWARDED TO YOU? YES NO

6b. HAS WORK EVER BEEN COMPLETED BY PERFORMANCE BOND? YES NO

6c. IF "YES" TO EITHER ITEM 6a OR 6b, SPECIFY LOCATION(S) AND REASONS(S) WHY:

7. ORGANIZATION AND WORK THAT WILL BE AVAILABLE FOR THIS PROJECT:
 a. (1) MINIMUM NO. OF EMPLOYEES: _____ b. (2) MAXIMUM NO. OF EMPLOYEES:
 AND _____
 b. ARE EMPLOYEES REGULARLY ON YOUR PAYROLL: YES NO
 c. SPECIFY EQUIPMENT AVAILABLE FOR THIS CONTRACT:

d. ESTIMATE RATE OF PROGRESS BELOW (SUCH AS 2.0 ACRES/MAN/DAY:
 (1) MINIMUM PROGRESS RATE: _____ (2) MAXIMUM PROGRESS RATE: _____

8. LIST BELOW THE EXPERIENCE OF THE PRINCIPAL INDIVIDUALS OF YOUR BUSINESS:

INDIVIDUALS NAME	PRESENT POSITION	YEARS OF EXP.	MAGNITUDE AND TYPE OF WORK

9. REMARKS – SPECIFY BOX NUMBERS (also use this area to address any problems with past performance not noted in item 6):

(Vendor may attach additional pages if extra space is needed.)

10. THE BIDDER SHALL INDICATE WHETHER OR NOT HE/SHE HAS EXAMINED THE AREAS FOR WHICH THIS BID IS SUBMITTED: YES NO

IF YES, THE DATE AREA WAS EXAMINED:

CERTIFICATION: I CERTIFY THAT ALL OF THE STATEMENTS MADE BY ME ARE COMPLETE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND THAT ANY PERSONS NAMED AS REFERENCES ARE AUTHORIZED TO FURNISH THE FOREST SERVICE WITH INFORMATION NEEDED TO VERIFY MY CAPABILITY TO PERFORM THIS PROJECT.	11a. CERTIFYING OFFICIAL'S NAME & TITLE
	11b. SIGNATURE (Sign in ink)
	11c. DATE

ATTACHMENT 2 – WAGE DETERMINATION: Service Contract Act (www.dol.gov)

WD 76-1342 (Rev.-52) was first posted on www.wdol.gov on 01/05/2016

Forestry and Land Management Services

REGISTER OF WAGE DETERMINATIONS UNDER THE SERVICE CONTRACT ACT By direction of the Secretary of Labor		U.S. DEPARTMENT OF LABOR EMPLOYMENT STANDARDS ADMINISTRATION WAGE AND HOUR DIVISION WASHINGTON, D.C. 20210
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Daniel W. Simms Division of Wage Director Determinations		Wage Determination No: 1976-1342 Revision No: 52 Date Of Revision: 12/29/2015
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Note: Under Executive Order (EO) 13658, an hourly minimum wage of \$10.15 for calendar year 2016 applies to all contracts subject to the Service Contract Act for which the solicitation was issued on or after January 1, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least \$10.15 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in calendar year 2016. The EO minimum wage rate will be adjusted annually. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

State: Montana
 Area: Montana Statewide

****Fringe Benefits Required Follow the Occupational Listing****

Forestry Industry

OCCUPATION CODE - TITLE	FOOTNOTE	RATE
08010 - Brush/Precommercial Thinner		14.32
08040 - Choker Setter		17.40
08070 - Faller/Bucker		19.28
08100 - Fire Lookout		14.32
08130 - Forestry Equipment Operator		18.00
08160 - Forestry/Logging Heavy Equipment Operator		20.21
08190 - Forestry Technician		20.21
08200 - Forestry Truck Driver		20.21
08250 - General Forestry Laborer		13.44
08280 - Nursery Specialist		19.88
08310 - Slash Piler/Burner		14.32
08340 - Tree Climber		16.02
08370 - Tree Planter		13.91
08400 - Tree Planter, Mechanical		13.91

ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

HEALTH & WELFARE: \$4.27 per hour or \$170.80 per week or \$740.13 per month

VACATION: 2 weeks paid vacation after 1 year of service with a contractor or successor, 3 weeks after 5 years, and 4 weeks after 15 years. Length of service includes the whole span of continuous service with the present contractor or

successor, wherever employed, and with the predecessor contractors in the performance of similar work at the same Federal facility. (Reg. 29 CFR 4.173)

HOLIDAYS: A minimum of ten paid holidays per year: New Year's Day, Martin Luther King Jr.'s Birthday, Washington's Birthday, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans' Day, Thanksgiving Day, and Christmas Day. (A contractor may substitute for any of the named holidays another day off with pay in accordance with a plan communicated to the employees involved.) (See 29 CFR 4.174)

**** UNIFORM ALLOWANCE ****

If employees are required to wear uniforms in the performance of this contract (either by the terms of the Government contract, by the employer, by the state or local law, etc.), the cost of furnishing such uniforms and maintaining (by laundering or dry cleaning) such uniforms is an expense that may not be borne by an employee where such cost reduces the hourly rate below that required by the wage determination. The Department of Labor will accept payment in accordance with the following standards as compliance:

The contractor or subcontractor is required to furnish all employees with an adequate number of uniforms without cost or to reimburse employees for the actual cost of the uniforms. In addition, where uniform cleaning and maintenance is made the responsibility of the employee, all contractors and subcontractors subject to this wage determination shall (in the absence of a bona fide collective bargaining agreement providing for a different amount, or the furnishing of contrary affirmative proof as to the actual cost), reimburse all employees for such cleaning and maintenance at a rate of \$3.35 per week (or \$.67 cents per day). However, in those instances where the uniforms furnished are made of "wash and wear" materials, may be routinely washed and dried with other personal garments, and do not require any special treatment such as dry cleaning, daily washing, or commercial laundering in order to meet the cleanliness or appearance standards set by the terms of the Government contract, by the contractor, by law, or by the nature of the work, there is no requirement that employees be reimbursed for uniform maintenance costs.

**** NOTES APPLYING TO THIS WAGE DETERMINATION ****

Under the policy and guidance contained in All Agency Memorandum No. 159, the Wage and Hour Division does not recognize, for section 4(c) purposes, prospective wage rates and fringe benefit provisions that are effective only upon such contingencies as "approval of Wage and Hour, issuance of a wage determination, incorporation of the wage determination in the contract, adjusting the contract price, etc." (The relevant CBA section) in the collective bargaining agreement between (the parties) contains contingency language that Wage and Hour does not recognize as reflecting "arm's length negotiation" under section 4(c) of the Act and 29 C.F.R. 5.11(a) of the regulations. This wage determination therefore reflects the actual CBA wage rates and fringe benefits paid under the predecessor contract.

The duties of employees under job titles listed are those described in the "Service Contract Act Directory of Occupations", Fifth Edition (Revision 1), dated September 2014, unless otherwise indicated.

REQUEST FOR AUTHORIZATION OF ADDITIONAL CLASSIFICATION AND WAGE RATE
Standard Form 1444 (SF-1444)

Conformance Process:

The contracting officer shall require that any class of service employee which is not listed herein and which is to be employed under the contract (i.e., the work to be performed is not performed by any classification listed in the wage determination), be classified by the contractor so as to provide a reasonable relationship (i.e., appropriate level of skill comparison) between such unlisted classifications and the classifications listed in the wage determination. Such conformed classes of employees shall be paid the monetary wages and furnished the fringe benefits as are determined (See 29 CFR 4.6(b)(2)(i)). Such conforming procedures shall be initiated by the contractor prior to the performance of contract work by such unlisted class(es) of employees (See 29 CFR 4.6(b)(2)(ii)). The Wage and Hour Division shall make a final determination of conformed classification, wage rate, and/or fringe benefits which shall be retroactive to the commencement date of the contract (See 29 CFR 4.6(b)(2)(iv)(C)(vi)). When multiple wage determinations are included in a contract, a separate SF-1444 should be prepared for each wage determination to which a class(es) is to be conformed.

The process for preparing a conformance request is as follows:

- 1) When preparing the bid, the contractor identifies the need for a conformed occupation(s) and computes a proposed rate(s).
- 2) After contract award, the contractor prepares a written report listing in order the proposed classification title(s), a Federal grade equivalency (FGE) for each proposed classification(s), job description(s), and rationale for proposed wage rate(s), including information regarding the agreement or disagreement of the authorized representative of the employees involved, or where there is no authorized representative, the employees themselves. This report should be submitted to the contracting officer no later than 30 days after such unlisted class(es) of employees performs any contract work.
- 3) The contracting officer reviews the proposed action and promptly submits a report of the action, together with the agency's recommendations and pertinent information including the position of the contractor and the employees, to the Wage and Hour Division, U.S. Department of Labor, for review (See 29 CFR 4.6(b)(2)(ii)).
- 4) Within 30 days of receipt, the Wage and Hour Division approves, modifies, or disapproves the action via transmittal to the agency contracting officer, or notifies the contracting officer that additional time will be required to process the request.
- 5) The contracting officer transmits the Wage and Hour decision to the contractor.
- 6) The contractor informs the affected employees.

Information required by the Regulations must be submitted on SF-1444 or bond paper.

When preparing a conformance request, the "Service Contract Act Directory of Occupations" (the Directory) should be used to compare job definitions to ensure that duties requested are not performed by a classification already listed in the wage determination. Remember, it is not the job title, but the required tasks that determine whether a class is included in an established wage determination. Conformances may not be used to artificially split, combine, or subdivide classifications listed in the wage determination.

ATTACHMENT 3: CUSTER GALLATIN NATIONAL FOREST HERBICIDE SPILL PLAN

EMERGENCY SPILL PLANNING

Herbicide spills, incidents and accidents are addressed Chapter 60 of Forest Service Handbook (FSH) 2109.14 Pesticide Use Management and Coordination Handbook. It is available for review at U.S. Forest Service offices.

Hazardous Material is an umbrella term that includes herbicides and all other hazardous chemicals, hazardous wastes, hazardous substances and oil.

Spills on Land: A emergency spill is defined as a release of a hazardous material or petroleum product in amounts greater than normal consumer quantities (25 gallons for petroleum products and 5 gallons for pesticide products – either concentrated or mixed).

Spills on water: all chemical and petroleum product spills that have entered or threaten to enter water bodies are an emergency spill and must be reported. A sheen on water caused by a spill would constitute an emergency.

Required Equipment

Spill response equipment will be available in the immediate vicinity of all herbicide application operations, on vehicles used to transport herbicides and / or where spills are most likely to occur. Recommended spill kit contents include the following, however modifications to spill kits may be made to consider actual herbicides being used, site conditions and logistical considerations.

1. Rubber gloves
2. Rubber boots
3. Coveralls or rain suit
4. Safety glasses / goggles
5. Shovel, and/ or broom
6. Polyethylene or plastic bags with ties or bucket(s)
7. 10-30 lbs absorbent or absorbent pads

Material Safety Data Sheets and herbicide labels will be reviewed and carried with all personnel involved in the handling of herbicides.

Roles and Responsibilities

The responsibility of the employee(s) in the field is limited to collecting appropriate information when encountering an *Emergency Hazardous Material Spill or Discovery*, and relaying it to dispatch immediately. If an employee does not know the emergency amount, then s/he should report it to Dispatch. Following is a list of the information that should be collected, if possible (“SPILL/DISCOVERY INFORMATION FORM”). However, it is more important to maintain personal safety and report in a timely manner than to collect all information.

Hazardous material spills and discoveries must be reported immediately to the following Emergency Contacts:

STEP	FIRST EMERGENCY CONTACT	BACK-UP EMERGENCY CONTACT (if first contact not available)
Step 1 Employee or Volunteer - Contact Forest Dispatch	Forest Dispatch Office: Gallatin Dispatch Center (406) 587-6817	911 Operator: • Phone # 911
Step 2 Forest Dispatch Contact Forest Haz Mat Coordinator	Forest Haz Mat Coordinator: • Dale White Work (406) 587-6752 If not available, contact: • Michael Donch work (406) 587-6766 cell (406) 570-8755 home (406) 582-1272	Regional Haz Mat Coordinator: • Bob Kirkpatrick work (406) 329-3307 or • Bob Wintergerst work (406) 329-3036
Step 3 Forest Haz Mat	Determine extent of emergency and make notifications.	Clean Up Contractor/Individuals • Bob Wintergerst

STEP	FIRST EMERGENCY CONTACT	BACK-UP EMERGENCY CONTACT (if first contact not available)
Coordinator Initiate Notification and Clean-up	Clean Up Contractor/Individuals <ul style="list-style-type: none"> • Bob Kirkpatrick work (329-3307) and either: • MCS Environmental(406) 728-7755 or • Envirocon Inc (303) 215-0187 	work (406) 329-3036 and either: <ul style="list-style-type: none"> • MCS Environmental (406) 728-7755 or • Envirocon Inc (303) 215-0187

SPILL INFORMATION AND REPORTING FORM (to be filled in by contractor and submitted to the CO or COR, within 8 hours of the spill)

1. Name of individual reporting spill: _____
 Phone number: _____
2. Date and time of: Release/Discovery: _____
 Reported: _____
 Duration of release: _____
3. Location: (Include state, county, route, milepost, etc) _____

4. Chemical name: _____
- a. Chemical identification number _____
- b. Other chemical data _____
 Note: for transportation related incidents, this information may be available from the driver, placards on the vehicle, and/or shipping paper.
5. Noted characteristics of release(e.g. smell, fumes, etc) _____

6. Known health risks _____

7. Appropriate precaution if known _____

8. Source and cause of release _____

9. Number and type of injuries _____

10. Potential threat to health and environment _____

11. Estimate of quantity released: _____ gallons
 Quantity reaching water: _____ gallons

 Name of affected watercourse and distance to source of spill: _____

12. For transportation incident, name and address of carrier: _____

Response Actions and Precautions

In addition to reporting an emergency spill to dispatch, employees should take the following actions and precautions.

Response Action:

Within limits, Forest Service employee(s) may provide necessary and immediate response actions until further direction is provided by the Forest Haz Mat Coordinator or Emergency Response personnel.

- Public warning and crowd control.
- Retrieval of appropriate information for reporting purposes.
- Additionally, and only after verification of the type of hazardous material involved and its associated hazards, a Forest Service employee(s) may take actions including:
 - i. Rescue of persons in imminent danger.
 - ii. Limited action to mitigate the consequences of the emergency, such as using a spill kit to contain a spill.
- Under no condition shall a Forest Service employee(s):
 - i. Place themselves or others in imminent danger.
 - ii. Perform or direct actions that will incur liability for the Forest Service.

*****If there is any question that the emergency may constitute a threat to personal safety, limit your response to public warning and reporting of the incident.**

Precautions:

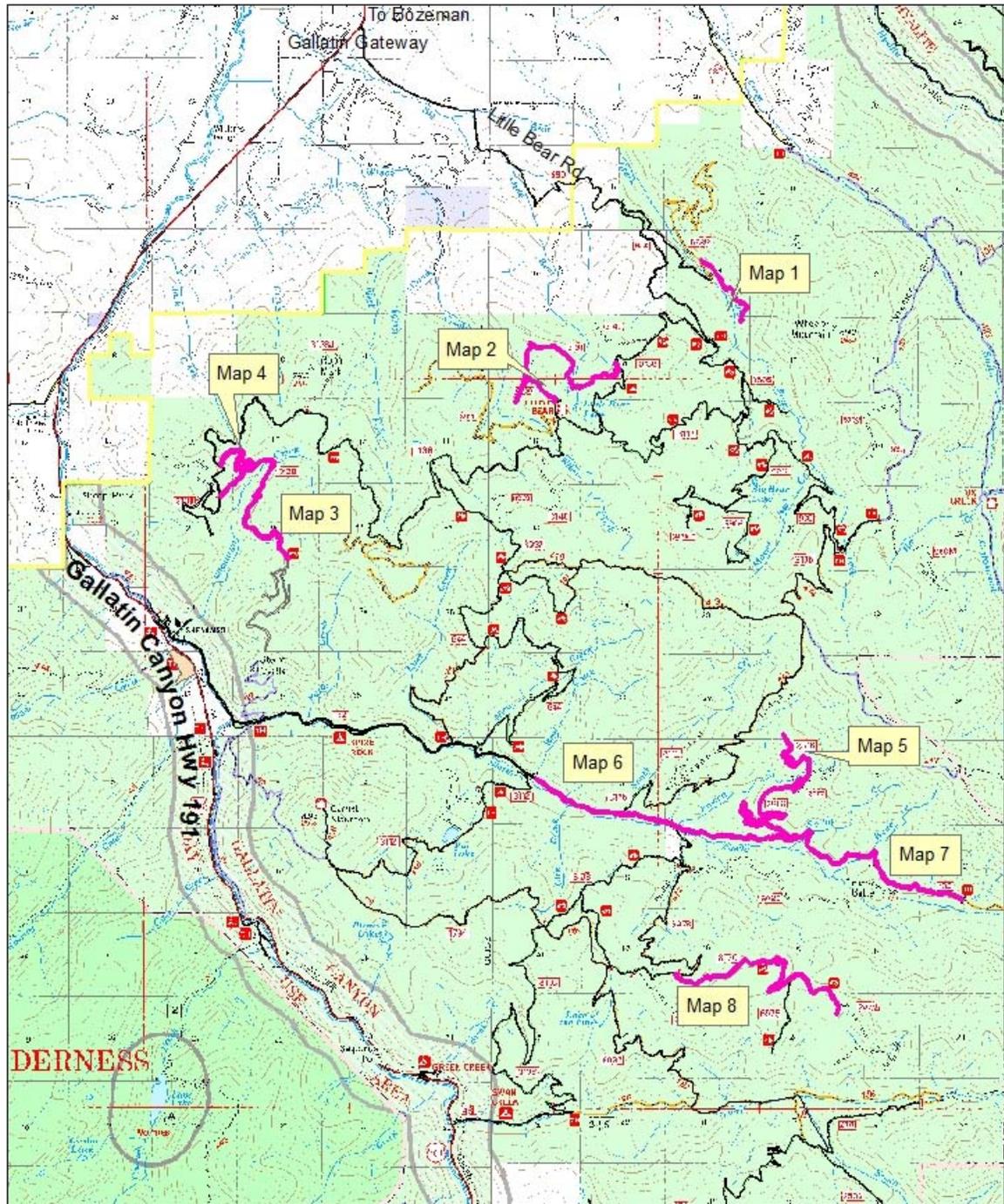
When approaching the scene of an accident involving any cargo, or other known or suspected hazardous materials emergency including oil spills:

- Approach incident from an upwind, uphill, upstream direction, if possible.
- Move and keep people away from the incident scene.
- Do not walk into or touch any spilled material.
- Avoid inhaling fumes, smoke, and vapors even if no hazardous materials are involved.
- Do not assume that gases or vapors are harmless because of lack of smell.
- Do not smoke, and remove all ignition sources.

NOTE: It is Forest Service policy NOT to use FS employees or equipment for "hands-on" cleanup of hazardous materials. Only trained personnel can contain spills within the limits of their training.

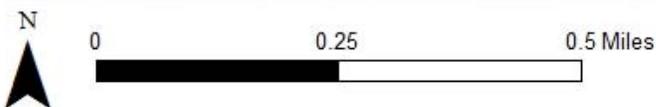
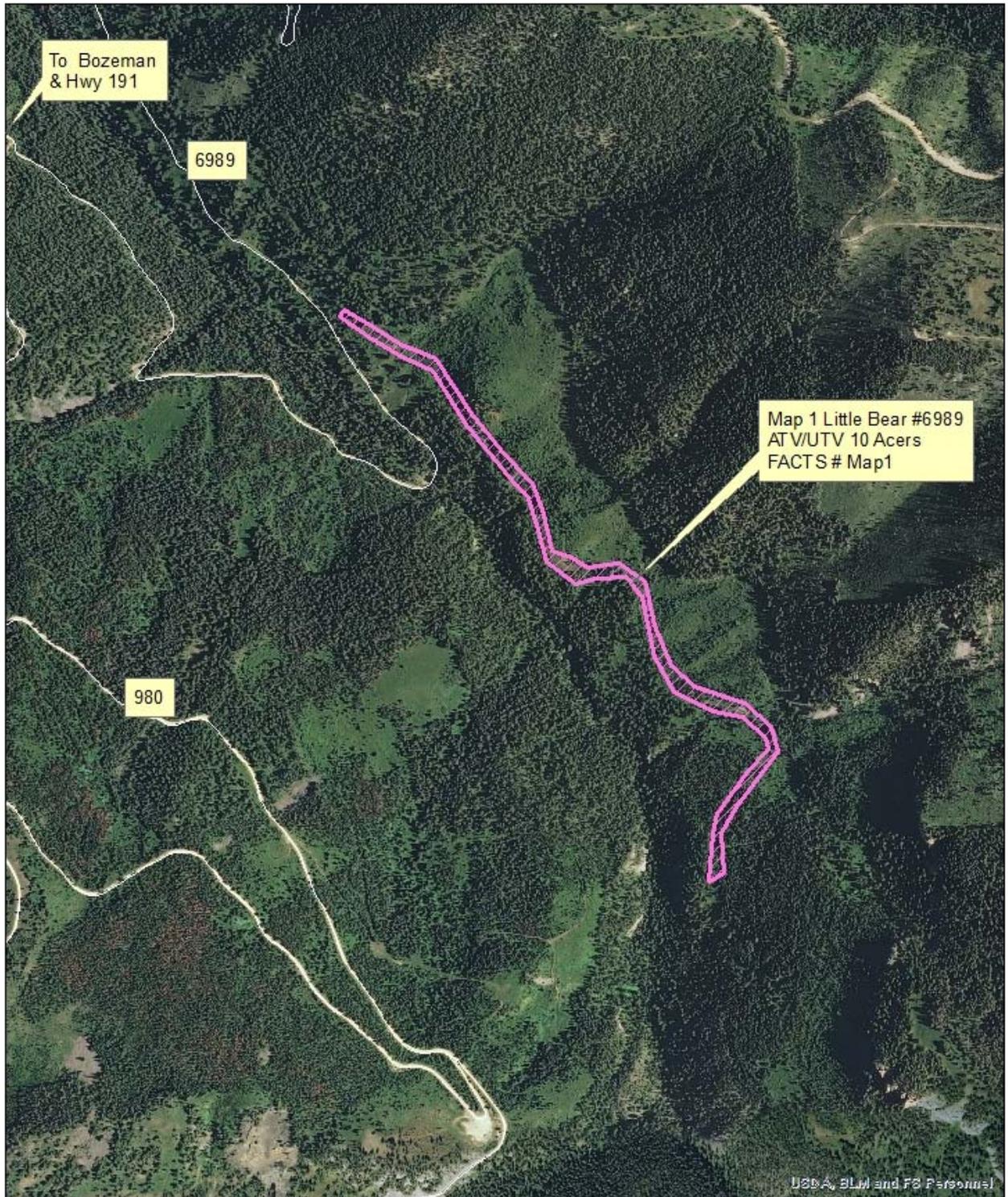
ATTACHMENT 4: PROJECT MAPS

2016 Weed Spraying Contract - Bozeman Vicinity Map

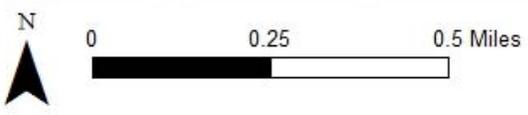
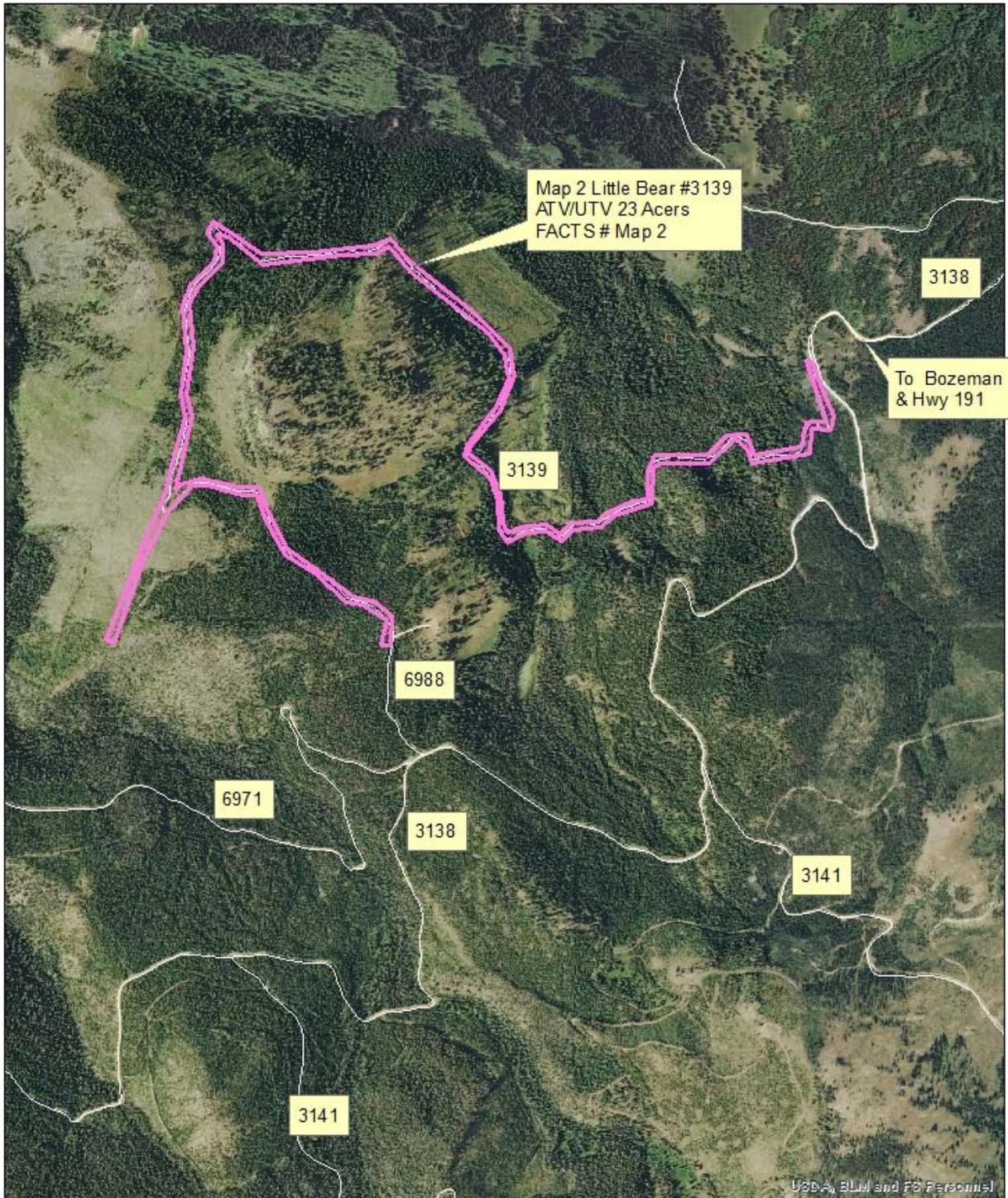


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2016 Weed Spraying Contract - Map 1

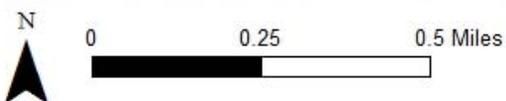
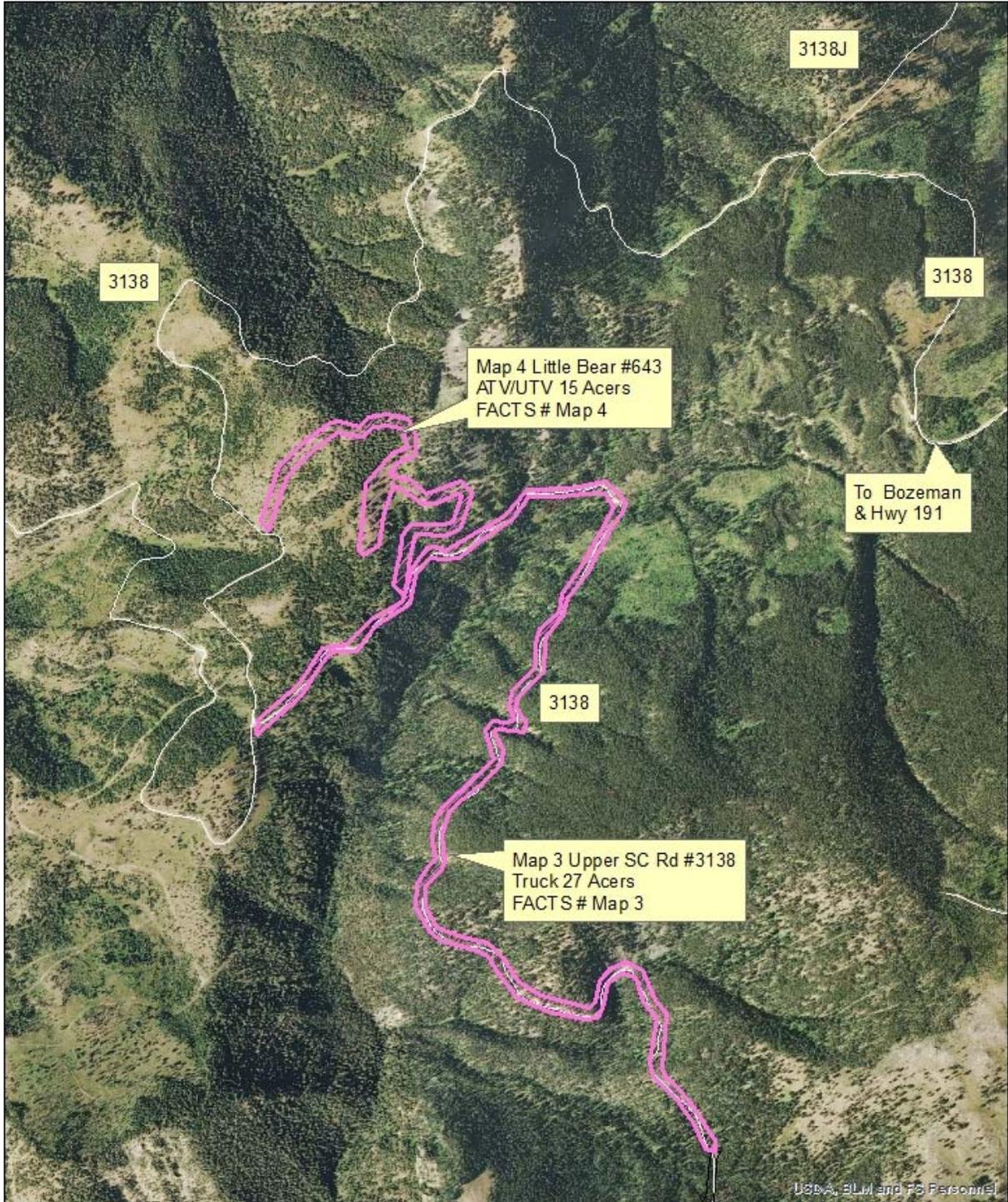


2016 Weed Spraying Contract - Map 2

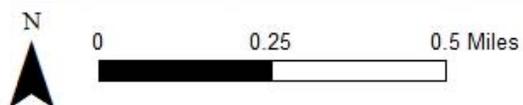
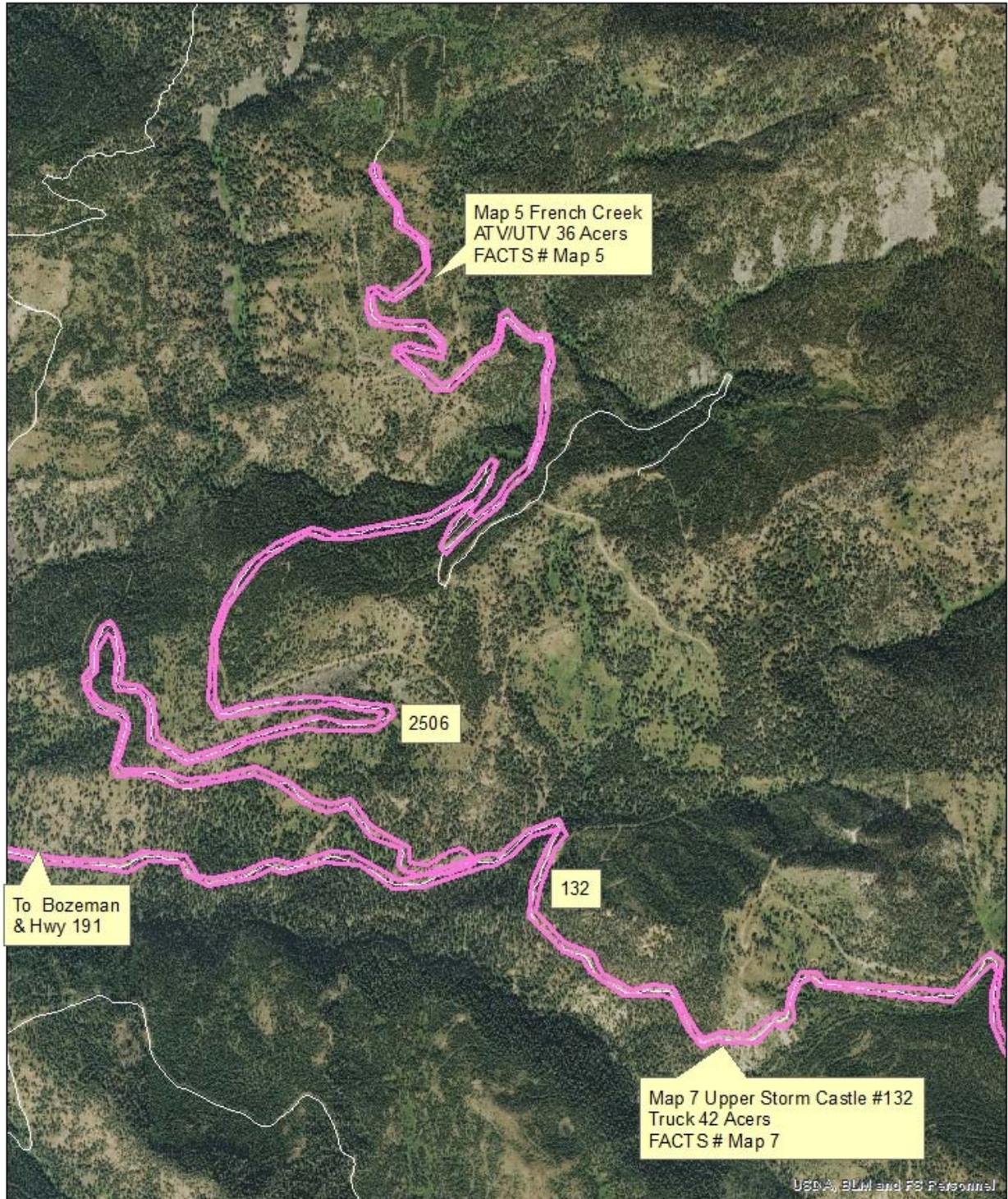


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2016 Weed Spraying Contract - Maps 3 and 4

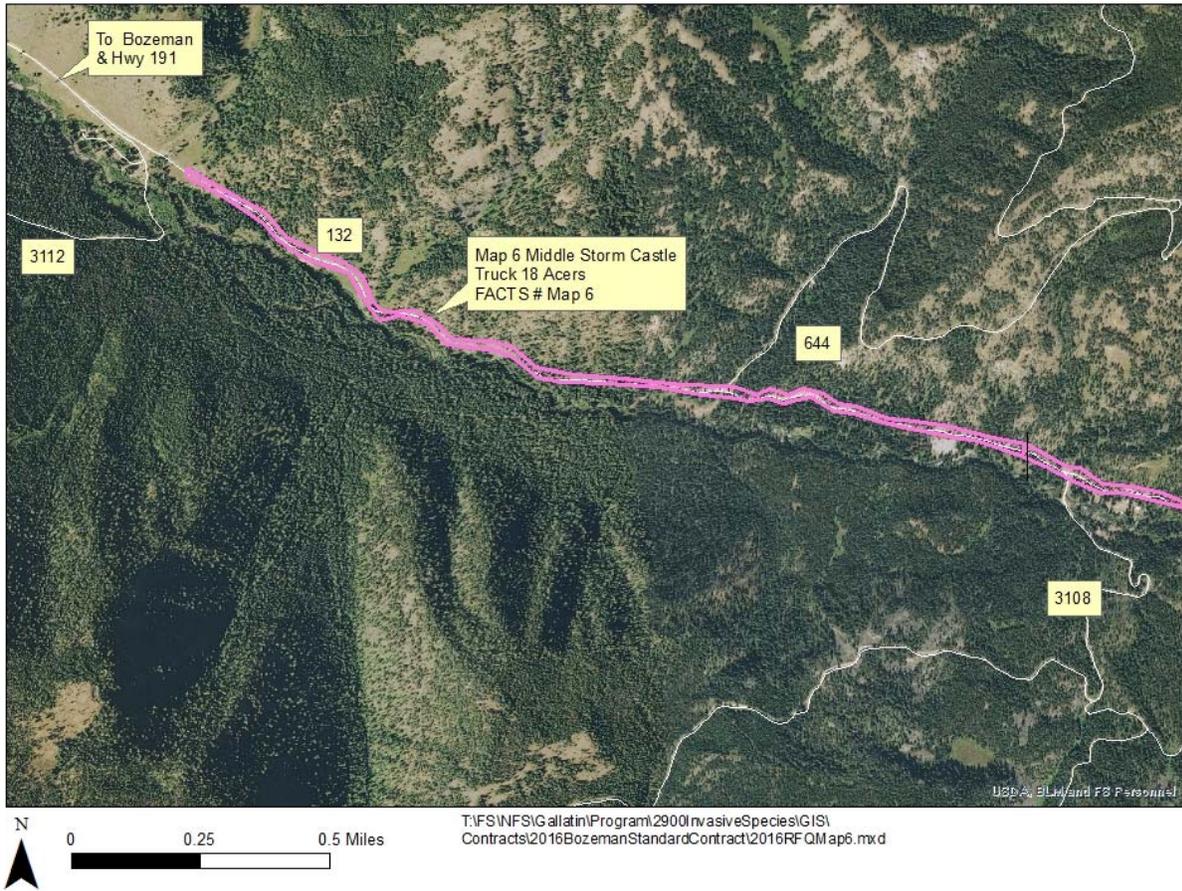


2016 Weed Spraying Contract - Map 5

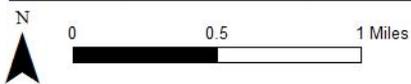
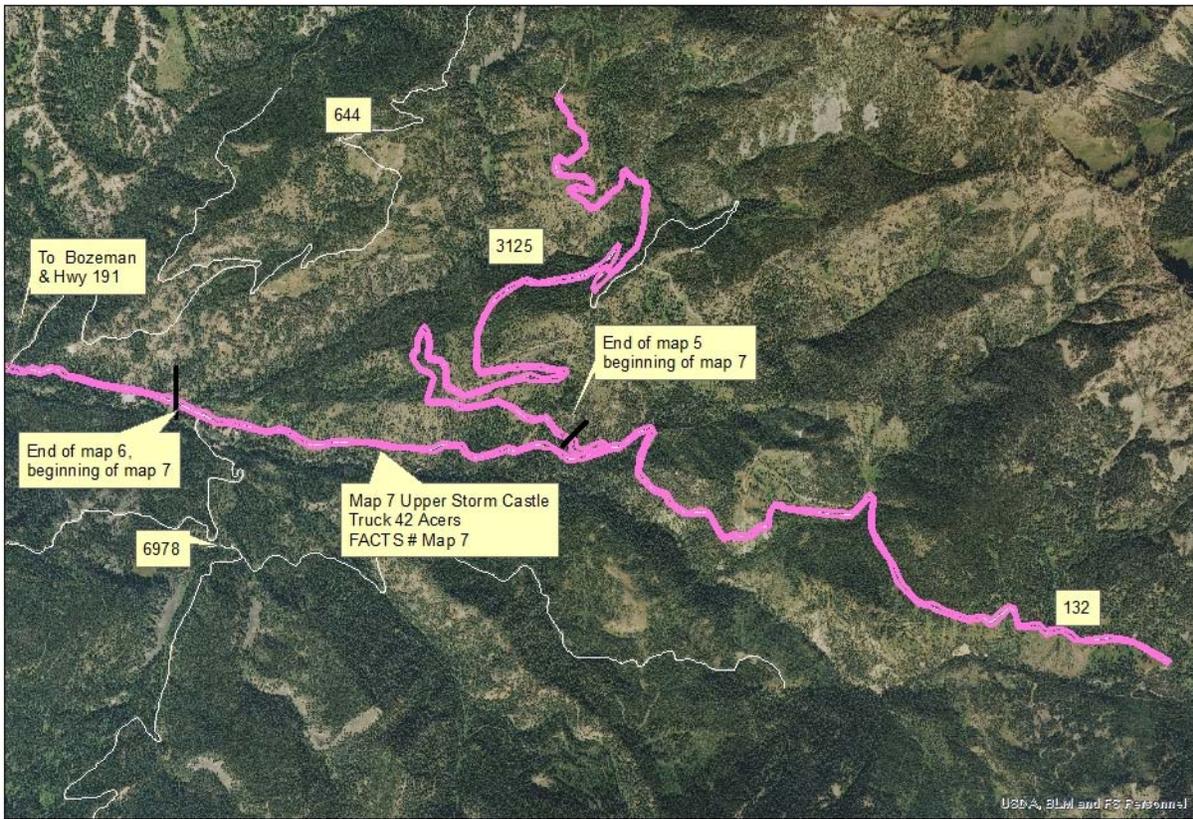


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2016 Weed Spraying Contract - Map 6



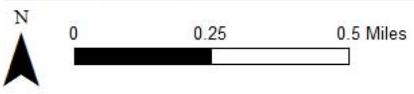
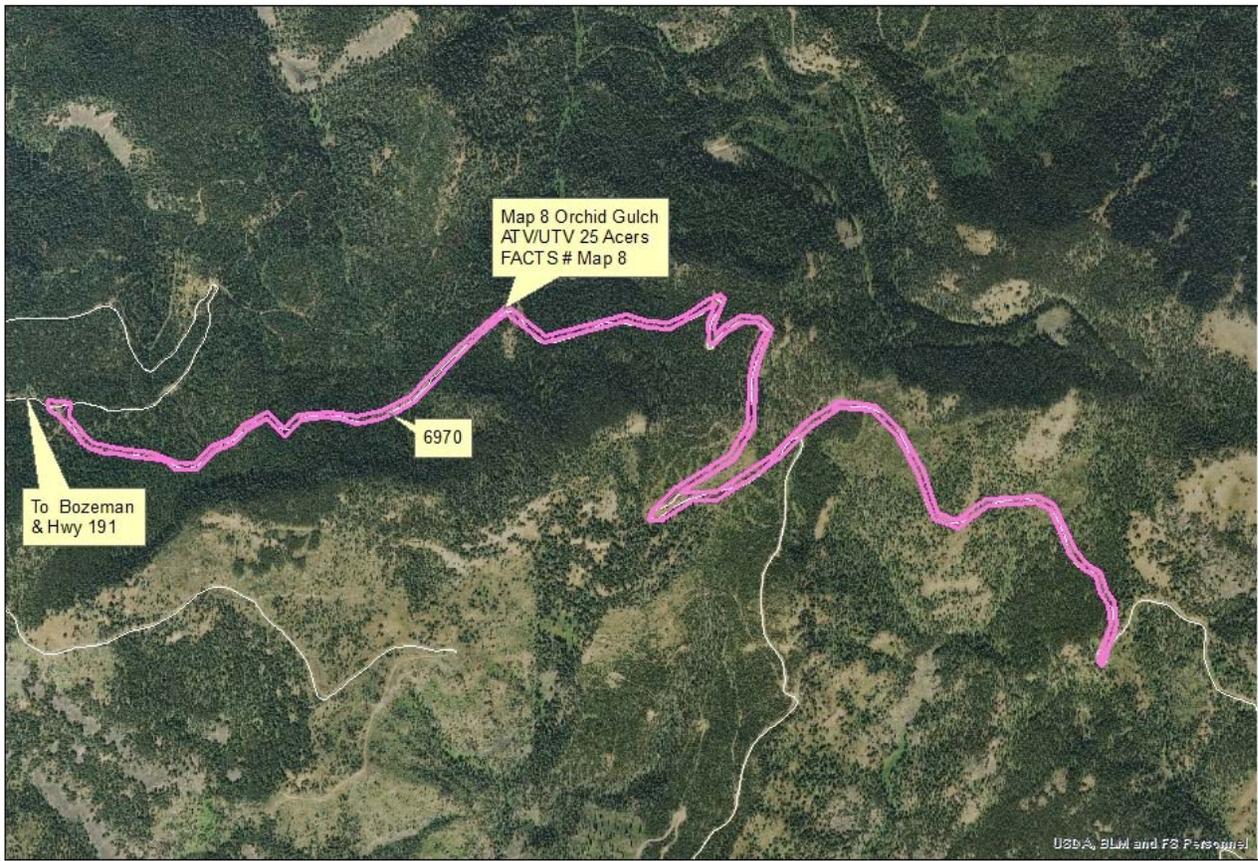
2016 Weed Spraying Contract - Map 7



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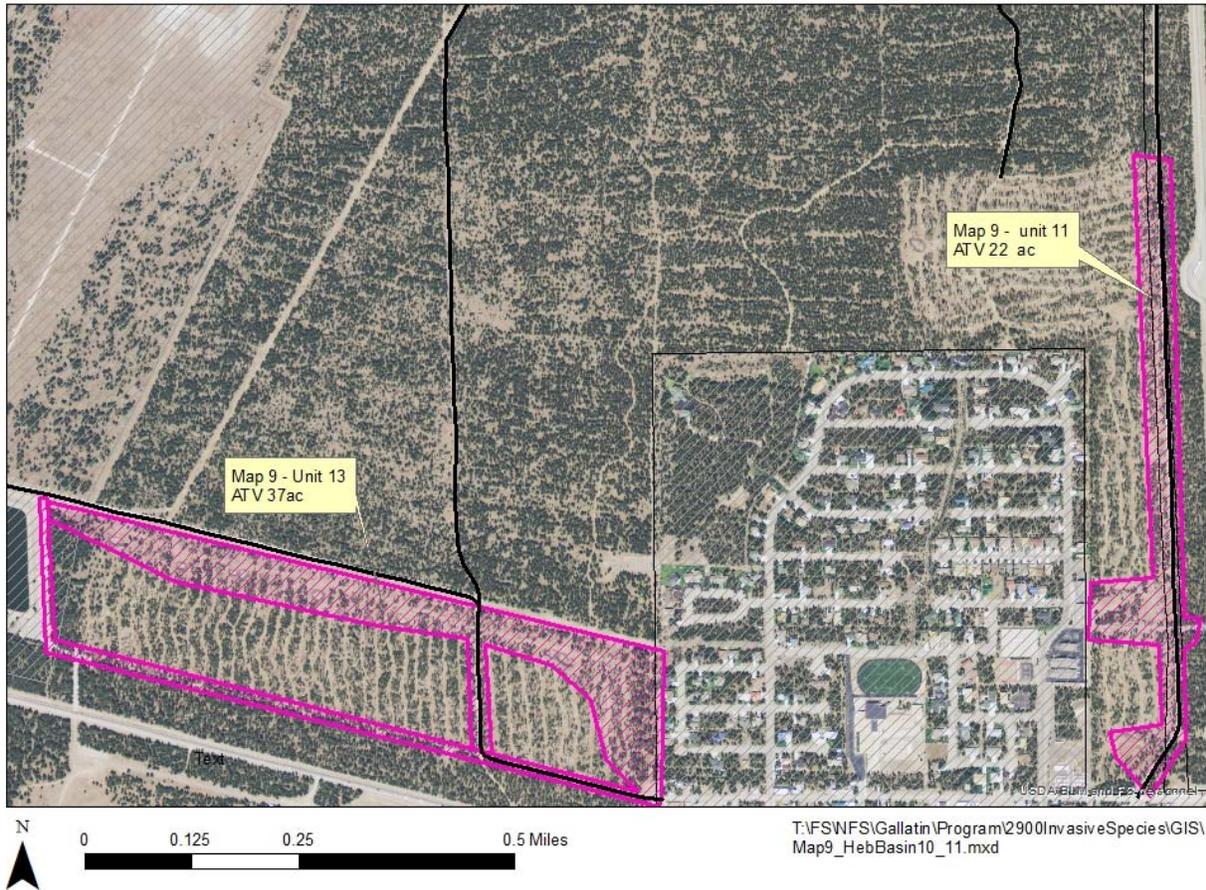
USFS, BLM and F&F Personnel

2016 Weed Spraying Contract - Map 8



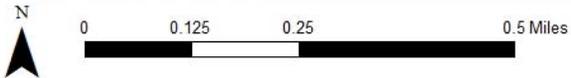
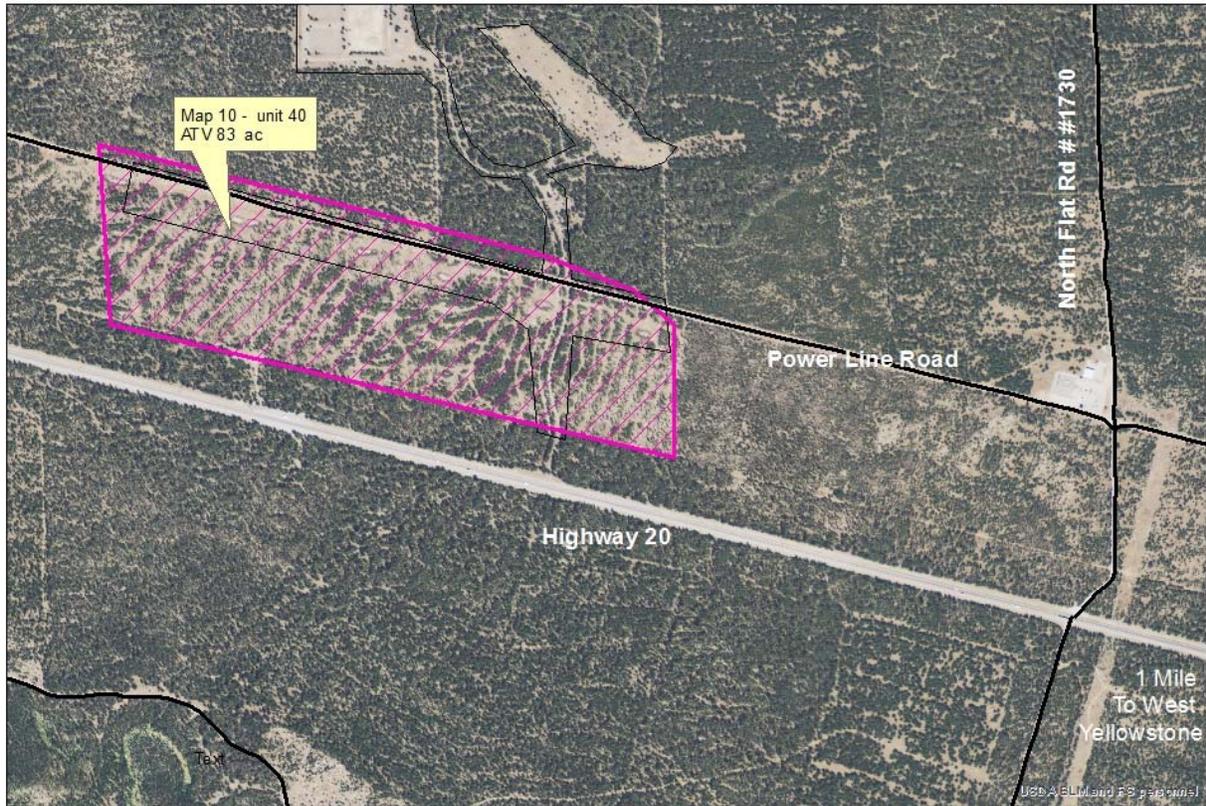
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2016 Weed Spraying Contract - Heben Basin Units 11 & 13, Map 9 - ATV, Acers 59



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Map9_HebBasin10_11.mxd

2016 Weed Spraying Contract - Heben Basin Unit 40, Map 10 - ATV, Acers 83



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Map9_HebBasin40.mxd

PART IV - REPRESENTATIONS AND INSTRUCTIONS

FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1) CLAUSES

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

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

(End of provision)

52.212-1 Instructions to Offerors - Commercial Items (OCT 2015)

52.223-1 Biobased Product Certification (MAY 2012)

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

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

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

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

Forced or indentured child labor means all work or service-

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

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

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

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

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

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

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

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

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

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

Sensitive technology-

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

Service-disabled veteran-owned small business concern-

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

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

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

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

Subsidiary means an entity in which more than 50 percent of the entity is owned-

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

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

Veteran-owned small business concern means a small business concern-

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

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

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

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

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

(b)(1) Annual Representations and Certifications. Any changes provided by the offeror in paragraph (b)(2) of this provision do not automatically change the representations and certifications posted on the SAM website.

(2) The offeror has completed the annual representations and certifications electronically via the SAM website accessed through <http://www.acquisition.gov>. After reviewing the SAM database information, the offeror verifies by submission of this offer that the representations and certifications currently posted electronically at FAR 52.212-3, Offeror Representations and Certifications-Commercial Items, have been entered or updated in the last 12 months, are current, accurate, complete, and applicable to this solicitation (including the business size standard applicable to the NAICS code referenced for this solicitation), as of the date of this offer and are incorporated in this offer by reference (see FAR 4.1201), except for paragraphs ____.

(Offeror to identify the applicable paragraphs at (c) through (r) of this provision that the offeror has completed for the purposes of this solicitation only, if any.

These amended representation(s) and/or certification(s) are also incorporated in this offer and are current, accurate, and complete as of the date of this offer.

Any changes provided by the offeror are applicable to this solicitation only, and do not result in an update to the representations and certifications posted electronically on SAM.)

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

(1) *Small business concern.* The offeror represents as part of its offer that it ___ is, ___ is not a small business concern.

(2) *Veteran-owned small business concern.* (Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.) The offeror represents as part of its offer that it ___ is, ___ is not a veteran-owned small business concern.

(3) *Service-disabled veteran-owned small business concern.* (Complete only if the offeror represented itself as a veteran-owned small business concern in paragraph (c)(2) of this provision.) The offeror represents as part of its offer that it ___ is, ___ is not a service-disabled veteran-owned small business concern.

(4) *Small disadvantaged business concern.* (Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.) The offeror represents that it ___ is, ___ is not a small disadvantaged business concern as defined in 13 CFR 124.1002.

(5) *Women-owned small business concern.* (Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.) The offeror represents that it ___ is, ___ is not a women-owned small business concern.

(6) *WOSB concern eligible under the WOSB Program.* (Complete only if the offeror represented itself as a women-owned small business concern in paragraph (c)(5) of this provision.) The offeror represents that-

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

(ii) It ___ is, ___ is not a joint venture that complies with the requirements of 13 CFR part 127, and the representation in paragraph (c)(6)(i) of this provision is accurate for each WOSB concern eligible under the WOSB Program participating in the joint venture. (*The offeror shall enter the name or names of the WOSB concern eligible under the WOSB Program and other small businesses that are participating in the joint venture:*

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

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

The offeror represents that-

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

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

_____.) Each EDWOSB concern participating in the joint venture shall submit a separate signed copy of the EDWOSB representation.

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

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

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

_____.

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

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

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

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

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

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

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

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

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

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

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

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

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

(2) Foreign End Products:

Line Item No.: _____

Country of Origin: _____

(List as necessary)

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

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

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

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

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

Line Item No.	Country of Origin
(List as necessary)	

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

Other Foreign End Products

Line Item No.: _____

Country of Origin: _____

(List as necessary)

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

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

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

Canadian End Products:

Line Item No. _____

\$(List as necessary)

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

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

Canadian or Israeli End Products:

Line Item No.

Country of Origin

\$(List as necessary)

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

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

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

Line Item No.	Country of Origin
(List as necessary)	

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

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

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

Other End Products:

Line item No. _____

Country of origin _____

(List as necessary)

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(1) *Listed end products.*

Listed End Product

Listed Countries of Origin

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

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

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

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

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

(2) ___ Outside the United States.

(k) *Certificates regarding exemptions from the application of the Service Contract Labor Standards.* (Certification by the offeror as to its compliance with respect to the contract also constitutes its certification as to compliance by its

subcontractor if it subcontracts out the exempt services.) (The contracting officer is to check a box to indicate if paragraph (k)(1) or (k)(2) applies.)

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

(i) The items of equipment to be serviced under this contract are used regularly for other than Governmental purposes and are sold or traded by the offeror (or subcontractor in the case of an exempt subcontract) in substantial quantities to the general public in the course of normal business operations;

(ii) The services will be furnished at prices which are, or are based on, established catalog or market prices (see FAR 22.1003-4(c)(2)(ii)) for the maintenance, calibration, or repair of such equipment; and

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

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

(i) The services under the contract are offered and sold regularly to non-Governmental customers, and are provided by the offeror (or subcontractor in the case of an exempt subcontract) to the general public in substantial quantities in the course of normal business operations;

(ii) The contract services will be furnished at prices that are, or are based on, established catalog or market prices (see FAR 22.1003-4(d)(2)(iii));

(iii) Each service employee who will perform the services under the contract will spend only a small portion of his or her time (a monthly average of less than 20 percent of the available hours on an annualized basis, or less than 20 percent of available hours during the contract period if the contract period is less than a month) servicing the Government contract; and

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

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

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

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

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

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

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

(3) *Taxpayer Identification Number (TIN)*.

TIN: _____.

TIN has been applied for.

TIN is not required because:

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

Offeror is an agency or instrumentality of a foreign government;

Offeror is an agency or instrumentality of the Federal Government.

(4) *Type of organization.*

Sole proprietorship;

Partnership;

Corporate entity (not tax-exempt);

Corporate entity (tax-exempt);

Government entity (Federal, State, or local);

Foreign government;

International organization per 26 CFR 1.6049-4;

Other _____.

(5) *Common parent.*

Offeror is not owned or controlled by a common parent;

Name and TIN of common parent:

Name _____.

TIN _____.

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

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

(2) *Representation.* The Offeror represents that-

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

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

(o) *Prohibition on contracting with entities engaging in certain activities or transactions relating to Iran.* (1) The offeror shall email questions concerning sensitive technology to the Department of State at CISADA106@state.gov.

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

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

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

(iii) Certifies that the offeror, and any person owned or controlled by the offeror, does not knowingly engage in any transaction that exceeds \$3,500 with Iran's Revolutionary Guard Corps or any of its officials, agents, or affiliates, the property and interests in property of which are blocked pursuant to the International Emergency Economic Powers Act (50 U.S.C. 1701 et seq.) (see OFAC's Specially Designated Nationals and Blocked Persons List at <http://www.treasury.gov/ofac/downloads/t11sdn.pdf>).

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

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

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

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

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

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

Immediate owner CAGE code: [].

Immediate owner legal name: [(Do not use a "doing business as" name)].

Is the immediate owner owned or controlled by another entity: [] Yes or [] No.

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

Highest-level owner CAGE code: [].

Highest-level owner legal name: [(Do not use a "doing business as" name)].

(q) *Representation by Corporations Regarding Delinquent Tax Liability or a Felony Conviction under any Federal Law.* (1) As required by sections 744 and 745 of Division E of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235), and similar provisions, if contained in subsequent appropriations acts, The Government will not enter into a contract with any corporation that-

- (i) Has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability, where the awarding agency is aware of the unpaid tax liability, unless an agency has considered suspension or debarment of the corporation and made a determination that suspension or debarment is not necessary to protect the interests of the Government; or
- (ii) Was convicted of a felony criminal violation under any Federal law within the preceding 24 months, where the awarding agency is aware of the conviction, unless an agency has considered suspension or debarment of the corporation and made a determination that this action is not necessary to protect the interests of the Government.

(2) The Offeror represents that-

- (i) It is ___ is not ___ a corporation that has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability; and
- (ii) It is ___ is not ___ a corporation that was convicted of a felony criminal violation under a Federal law within the preceding 24 months.

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

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

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

Predecessor CAGE code: _____ (or mark "Unknown").

Predecessor legal name: _____ (Do not use a "doing business as" name).

(End of provision)

AGRICULTURE ACQUISITION REGULATION (48 CFR CHAPTER 4) CLAUSES

452.204-70 Inquiries (FEB 1988)

Inquiries and all correspondence concerning this solicitation should be submitted in writing to the Contracting Officer. Offerors should contact only the Contracting Officer issuing the solicitation about any aspect of this requirement prior to contract award.

(End of provision)

EVALUATION FACTORS FOR AWARD

AWARD DETERMINATION

One award will be made to the Offeror whose quote represents the best value to the Government.

Factors to be considered in determining the best value include Past Performance, Experience, and Price. Prices quoted in the Schedule of Items will be used to establish price reasonableness and to demonstrate the Offeror's clear understanding of the work to be performed (price realism).

52.212-2 Evaluation - Commercial Items (OCT 2014)

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

Past Performance (e.g., performance record for previous work in the past three years);
Experience (e.g., experience of the firm & equipment operator/s in similar kinds of work); and,
Price

Past Performance and Experience, when combined, are of equal importance when compared to price; the importance of price may become greater as the difference between Past Performance and Experience decrease. Where Past Performance and Experience are determined to be substantially equal, Price may control award. *Note: The Experience Questionnaire in Part III will be used in part to evaluate an Offeror's quote. The Offeror is responsible to clearly and adequately demonstrate experience with recent and relevant projects similar in scope.*

- (b) Options. The Government will evaluate offers for award purposes by adding the total price for all options to the total price for the basic requirement. The Government may determine that an offer is unacceptable if the option prices are significantly unbalanced. Evaluation of options shall not obligate the Government to exercise the option(s).
- (c) A written notice of award or acceptance of an offer, mailed or otherwise furnished to the successful offeror within the time for acceptance specified in the offer, shall result in a binding contract without further action by either party. Before the offer's specified expiration time, the Government may accept an offer (or part of an offer), whether or not there are negotiations after its receipt, unless a written notice of withdrawal is received before award.
- (End of provision)