

REQUEST FOR QUOTATION (THIS IS NOT AN ORDER)		THIS RFQ <input type="checkbox"/> IS <input type="checkbox"/> IS NOT A SMALL BUSINESS SET ASIDE		PAGE 1 OF 14 PAGES
1. REQUEST NO. AG-03K0-S-14-0015	2. DATE ISSUED	3. REQUISITION/PURCHASE REQUEST NO. 699822	4. CERT. FOR NAT. DEF. UNDER BDSA REG. 2 AND/OR DMS REG.1	RATING
5a. ISSUED BY			6. DELIVERY BY (Date) 09/12/2014	
5b. FOR INFORMATION CALL: (No collect calls)			7. DELIVERY <input checked="" type="checkbox"/> FOB DESTINATION <input type="checkbox"/> OTHER (See Schedule)	
			9. DESTINATION	
			a. NAME OF CONSIGNEE LEWIS AND CLARK NATIONAL FOREST	
NAME ZOE WHEELER			b. STREET ADDRESS 1101 15TH STREET NORTH	
AREA CODE 406			TELEPHONE NUMBER 791-7734	
8. TO:			c. CITY GREAT FALLS	
a. NAME			d. STATE MT	
b. COMPANY			e. ZIP CODE 59401	
c. STREET ADDRESS				
d. CITY				
e. STATE				
f. ZIP CODE				
10. PLEASE FURNISH QUOTATIONS TO THE ISSUING OFFICE IN BLOCK 5a ON OR BEFORE CLOSE OF BUSINESS (Date) 1700 ET		IMPORTANT: This is a request for information, and quotations furnished are not offers. If you are unable to quote, please so indicate on this form and return it to the address in Block 5a. This request does not commit the Government to pay any costs incurred in the preparation of the submission of this quotation or to contract for supplies or services. Supplies are of domestic origin unless otherwise indicated by quoter. Any representations and/or certifications attached to this Request for Quotations must be completed by the quoter.		

11. SCHEDULE (Include applicable Federal, State and local taxes)

ITEM NO. (a)	SUPPLIES/SERVICES (b)	QUANTITY (c)	UNIT (d)	UNIT PRICE (e)	AMOUNT (f)
001	Fire Ring Installation Please return all required documents and the request for Quote back to Zoë Wheeler by NOON on Thursday July 17, 2014. Please refer to the Statement of Work in the Solicitation. Delivery: 09/12/2014 FOB: Destination				

12. DISCOUNT FOR PROMPT PAYMENT	a. 10 CALENDAR DAYS (%)	b. 20 CALENDAR DAYS (%)	c. 30 CALENDAR DAYS (%)	d. CALENDAR DAYS	
				NUMBER	PERCENTAGE

NOTE: Additional provisions and representations are are not attached

13. NAME AND ADDRESS OF QUOTER			14. SIGNATURE OF PERSON AUTHORIZED TO SIGN QUOTATION		15. DATE OF QUOTATION		
a. NAME OF QUOTER			16. SIGNER		b. TELEPHONE		
b. STREET ADDRESS					a. NAME (Type or print)		AREA CODE
c. COUNTY					c. TITLE (Type or print)		NUMBER
d. CITY			e. STATE	f. ZIP CODE			

AUTHORIZED FOR LOCAL REPRODUCTION
Previous edition not usable

STANDARD FORM 18 (REV. 6-95)
Prescribed by GSA - FAR (48 CFR) 53.215-1(a)

SECTION B - SUPPLIES OR SERVICES AND PRICES/COSTS SCHEDULE OF ITEMS.....

SECTION C - DESCRIPTION/SPECIFICATIONS/STATEMENT OF WORK.....

SECTION E - INSPECTION AND ACCEPTANCE

SECTION F - DELIVERIES OR PERFORMANCE

SECTION G - CONTRACT ADMINISTRATION DATA

SECTION H - SPECIAL CONTRACT REQUIREMENTS.....

SECTION I - CONTRACT CLAUSES.....

SECTION J - LIST OF DOCUMENTS, EXHIBITS, AND OTHER ATTACHMENTS.....

SECTION K - REPS, CERTS, & OTHER STATEMENTS OF OFFERORS OR RESPONDENTS.....

SECTION L - INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS OR RESPONDENTS.....

SECTION M - EVALUATION FACTORS FOR AWARD.....

SECTION B--SUPPLIES OR SERVICES AND PRICES/COSTS**Dry Fork Belt Creek User Road/Trail Obliteration & Site Hardening.
Lewis & Clark National Forest
Belt Creek Ranger District
Cascade County, Montana**

B-1 - SCHEDULE OF ITEMS

	Description	Method of Measure	Pay Unit	Estimated Quantity	Unit Price	Total
001	Mobilization	LSQ	Lump Sum	1	\$	\$
002	Hourly Equipment Rental - Excavator with thumb. Fully operated. Approx. 40-50HP, with a 5'-6' rubber track width.	AQ	Hour	80	\$	\$
002	Hourly Equipment Rental - Excavator with thumb. Fully operated. Approx. 80-100HP	AQ	Hour	25	\$	\$
004	Hourly Equipment Rental - Skidster or like w/bucket. Fully Operated	AQ	Hour	15	\$	\$
005	Hourly Equipment Rental - Dump Truck 10-12 yard capacity. Fully Operated	AQ	Hour	10	\$	\$
					Total	\$

Designated Method of Measurement:

AQ-Actual Quantities
LSQ-Lump Sum QuantitiesBASIS OF AWARD: Contract will be made on total quote.B-2 - **Note:** Quoter must offer on all items. Only quotes to the nearest cent will be accepted.

B-3 - Estimated Magnitude of Construction is between \$25,000 - \$150,00

SECTION C - DESCRIPTION/SPECIFICATIONS/STATEMENT OF WORK

PART I - GENERAL

1.1 DESCRIPTION OF WORK.

- A. A total of **11** routes identified as user created ATV/Jeep trails totaling approximately 5 miles of unauthorized ATV/Jeep trails will be obliterated along the Dry Fork of Belt Creek corridor. Work will vary from simply scarifying the tracks to full obliteration of a road prism. One route may have stream bank restoration work associated with it. Some areas may need to have boulders imported to them.
- B. Boulders -Some boulders will need to be installed at sites identified by the Forest Service as barriers to prevent ATV and 4 W/D vehicles from entering riparian areas and the stream, some of the boulders will also be used to block access to some of the sites that will be closed to vehicle traffic. These boulders will need to be buried approx. 1/3 to 1/2 of their diameter to help prevent unwanted movement. Boulders not available within the work areas will be available from the Hoover Pit area. All boulder haul and placement will be done under the equipment rental agreement of this contract.
- C. Road and trail obliteration - Methods will include scarification/ripping to a depth of 12 to 18 inches (to remove soil compaction), re-contouring (when cut and fill slopes are present) or both. When drainages/riparian areas are encountered, overlying fill material will be pulled back to a more natural channel configuration (culverts removed when applicable). The disturbed areas will be seeded with native grasses (when needed, by F.S.) and the areas of heavy compaction will have been scarified to encourage plant growth. Drainage features will be installed (when needed) to control erosion on routes where a road template is left in place and woody debris will be pulled onto the roadbed to provide additional water dispersion.

A Forest Service official will identify these routes as the project progress and identify the amount of obliteration needed on each route. See project maps for locations of sites and roads to be scarified.

1.2 LOCATION

- A. Project location is summarized below.

(1) The project area is located along the Dry Fork of Belt Creek road #120 which starts across from Monarch, Mt on highway 89. Point of hire/release will be the job site.

1.3 ACCESS TO THE SITE

Access to the sites is via the Dry Fork Belt Creek access road, fs#120, which is gravel from the intersection with highway 89.

From highway 89, approximately 1.1 miles east is the first access road to some of the routes to be eliminated, with the last route, being approximately 16 miles up the Dry Fork road. (See attached map for specific locations)

1.4 PRICE RANGE

Less than \$25,000.00

1.5 START OF WORK

A. It is anticipated that work will begin on approximately July 21, 2014

1.6 CONTRACT TIME

A. Work shall be completed no later than 15 calendar days after effective date of NOTICE TO PROCEED.

1.7 PRE-BID TOUR.

A. There will not be a pre-bid tour. Those desiring directions for reviewing the job site may contact the following office:

1. Lewis & Clark N.F. Supervisors Office,
Gary Allison (406) 791-7762.

1.9 CLEANUP

A. Motor and gear oil from Contractor's equipment shall not be drained or leaked on the ground. Used oils are considered liquid wastes and must be disposed of offsite in accordance with State disposal regulations.

1.10 USE OF GOVERNMENT FACILITIES

A. Sanitary Facilities: None available.

B. Electric Power: Not available.

C. Potable Water: Not available.

D. Camping: The Contractor will be allowed to park a self-contained camper at a site designated by the COR, pending District Ranger approval.

1.11 PUBLIC PROTECTION

A. When working in an area open to public use, the Contractor shall provide barricades, signs, and other devices as recommended by the MUTCD and required in these Specifications to safeguard the public.

1.12 SPECIFICATIONS

A. Condition of Equipment - All equipment furnished under this agreement must be in acceptable condition. The Government reserves the right to reject equipment which is not in safe and operative condition. A pre/post inspection will be performed. All equipment must be capable of performing the described work in an efficient manner, and show no signs of oil or fluid leaks.

B. All equipment shall be cleaned prior to entering the forest and free of weeds, All equipment will be inspected prior to the beginning of the contract work.

C. Operating Supplies - All operating supplies are to be furnished by the Contractor.

D. Repairs - Repairs to equipment shall be made and paid for by the Contractor.

- E. Timekeeping - Time will be recorded by the Government Agent responsible for ordering and/or directing use of each piece of equipment. Time will be recorded at an hourly rate to the nearest quarter hour.
- F. Payments - Rates for equipment hired with operator(s) include all operator(s) expenses. Payment for equipment and operator(s) furnished will be at the rates specified. Work rates shall apply when the equipment is under hire as ordered by the Government and on shift, including relocation of equipment under its own power.
- G. Loss, Damage, or Destruction - The Government will assume risk for loss, damage, or destruction of equipment rented under this contract, provided that no reimbursement will be made for loss, damage, or destruction when (a) due to ordinary wear and tear, or (b) negligence of Contractor or Contractor's agents caused or contributed to loss, damage, or destruction, or (c) damages caused by equipment defects unless such defects are caused by negligence of the Government or its employees.

1.13 DRAWINGS

The following drawings are part of this solicitation and any resulting contract.

Cover Sheet	4/16/2010	1 page
Vicinity Map - West section	4/16/2010	1 page
Vicinity Map - East section	4/16/2010	1 page

END OF SECTION

52.212-1 Instruction to Offerors-Commercial Items (JUL 2013), applies without addenda apply by reference. The FAR clauses and provisions can be accessed via Internet at www.acquisition.gov/far.

52.212-2 Evaluation - Commercial Items. (JAN 1999) - Contract will be awarded to the responsive and responsible small business offering the best value to the Government considering price, past performance and experience in similar work.

52.212-3 -- Offeror Representations and Certifications -- Commercial Items (NOV 2013), applies without addenda apply by reference. The FAR clauses and provisions can be accessed via Internet at www.acquisition.gov/far.

Offeror shall be registered in the System for Award Management (SAM) database and have completed the annual representations and certificates electronically via <https://www.sam.gov> to be eligible for award. If an offeror has not completed the annual representations and certifications electronically at this website, the offeror shall provide a complete copy of their representations and certifications at time of quote.

52.212-5 Contract Terms and Conditions Required to Implement Statutes or Executive Orders -- Commercial Items (JAN 2014)

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

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

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

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

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

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

- ___ (1) **52.203-6, Restrictions on Subcontractor Sales to the Government (Sept 2006)**, with Alternate I (Oct 1995) (41 U.S.C. 253g and 10 U.S.C. 2402).
- ___ (2) **52.203-13, Contractor Code of Business Ethics and Conduct (Apr 2010)** (Pub. L. 110-252, Title VI, Chapter 1 (41 U.S.C. 251 note)).
- ___ (3) **52.203-15, Whistleblower Protections under the American Recovery and Reinvestment Act of 2009 (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 (Jul 2013)** (Pub. L. 109-282) (31 U.S.C. 6101 note).
- ___ (5) **52.204-11, American Recovery and Reinvestment Act-Reporting Requirements (Jul 2010)** (Pub. L. 111-5).
- ___ (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 (Aug 2013)** (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) **52.209-10, Prohibition on Contracting with Inverted Domestic Corporations (May 2012)** (section 738 of Division C of Public Law 112-74, section 740 of Division C of Pub. L. 111-117, section 743 of Division D of Pub. L. 111-8, and section 745 of Division D of Pub. L. 110-161).
- ___ (11) **52.219-3, Notice of HUBZone Set-Aside or Sole-Source Award (Nov 2011)** (15 U.S.C. 657a).
- ___ (12) **52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (Jan 2011)** (if the offeror elects to waive the preference, it shall so indicate in its offer) (15 U.S.C. 657a).
- ___ (13) [Reserved]
- X ___ (14) (i) **52.219-6, Notice of Total Small Business Aside (Nov 2011)** (15 U.S.C. 644).
 - ___ (ii) Alternate I (Nov 2011).
 - ___ (iii) Alternate II (Nov 2011).
- ___ (15) (i) **52.219-7, Notice of Partial Small Business Set-Aside (June 2003)** (15 U.S.C. 644).
 - ___ (ii) Alternate I (Oct 1995) of 52.219-7.
 - ___ (iii) Alternate II (Mar 2004) of 52.219-7.
- ___ (16) **52.219-8, Utilization of Small Business Concerns (Jul 2013)** (15 U.S.C. 637(d)(2) and (3)).
- ___ (17) (i) **52.219-9, Small Business Subcontracting Plan (Jul 2013)** (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 (July 2010) 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) (i) **52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns (Oct 2008)** (10 U.S.C. 2323) (if the offeror elects to waive the adjustment, it shall so indicate in its offer).

- (ii) Alternate I (June 2003) of 52.219-23.
- (22) **52.219-25, Small Disadvantaged Business Participation Program-Disadvantaged Status and Reporting (Jul 2013)** (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).
- (23) **52.219-26, Small Disadvantaged Business Participation Program-Incentive Subcontracting (Oct 2000)** (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).
- (24) **52.219-27, Notice of Service-Disabled Veteran-Owned Small Business Set-Aside (Nov 2011)** (15 U.S.C. 657f).
- X (25) **52.219-28, Post Award Small Business Program Rerepresentation (Jul 2013)** (15 U.S.C. 632(a)(2)).
- (26) **52.219-29, Notice of Set-Aside for Economically Disadvantaged Women-Owned Small Business (EDWOSB) Concerns (Jul 2013)** (15 U.S.C. 637(m)).
- (27) **52.219-30, Notice of Set-Aside for Women-Owned Small Business (WOSB) Concerns Eligible Under the WOSB Program (Jul 2013)** (15 U.S.C. 637(m)).
- X (28) **52.222-3, Convict Labor (June 2003)** (E.O. 11755).
- X (29) **52.222-19, Child Labor-Cooperation with Authorities and Remedies (Jan 2014)** (E.O. 13126).
- X (30) **52.222-21, Prohibition of Segregated Facilities (Feb 1999)**.
- X (31) **52.222-26, Equal Opportunity (Mar 2007)** (E.O. 11246).
- (32) **52.222-35, Equal Opportunity for Veterans (Sep 2010)** (38 U.S.C. 4212).
- X (33) **52.222-36, Affirmative Action for Workers with Disabilities (Oct 2010)** (29 U.S.C. 793).
- (34) **52.222-37, Employment Reports on Veterans (Sep 2010)** (38 U.S.C. 4212).
- (35) **52.222-40, Notification of Employee Rights Under the National Labor Relations Act (Dec 2010)** (E.O. 13496).
- X (36) **52.222-54, Employment Eligibility Verification (Aug 2013)**. (Executive Order 12989). (Not applicable to the acquisition of commercially available off-the-shelf items or certain other types of commercial items as prescribed in 22.1803.)
- (37) (i) **52.223-9, Estimate of Percentage of Recovered Material Content for EPA-Designated Items (May 2008)** (42 U.S.C. 6962(c)(3)(A)(ii)). (Not applicable to the acquisition of commercially available off-the-shelf items.)
- (ii) Alternate I (May 2008) of 52.223-9 (42 U.S.C. 6962(i)(2)(C)). (Not applicable to the acquisition of commercially available off-the-shelf items.)
- (38) **52.223-15, Energy Efficiency in Energy-Consuming Products (Dec 2007)** (42 U.S.C. 8259b).
- (39) (i) **52.223-16, IEEE 1680 Standard for the Environmental Assessment of Personal Computer Products (Dec 2007)** (E.O. 13423).
- (ii) Alternate I (Dec 2007) of 52.223-16.
- X (40) **52.223-18, Encouraging Contractor Policies to Ban Text Messaging while Driving (Aug 2011)**.
- (41) **52.225-1, Buy American Act--Supplies (Feb 2009)** (41 U.S.C. 10a-10d).
- X (42) (i) **52.225-3, Buy American Act--Free Trade Agreements--Israeli Trade Act (Nov 2012)** (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, Pub. L. 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 (Mar 2012) of 52.225-3.
- (iii) Alternate II (Mar 2012) of 52.225-3.
- (iv) Alternate III (Nov 2012) of 52.225-3.
- (43) **52.225-5, Trade Agreements (Nov 2013)** (19 U.S.C. 2501, *et seq.*, 19 U.S.C. 3301 note).
- X (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. 2303 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. 255(f), 10 U.S.C. 2307(f)).
- ___ (49) 52.232-30, Installment Payments for Commercial Items (Oct 1995) (41 U.S.C. 255(f), 10 U.S.C. 2307(f)).
- X (50) 52.232-33, Payment by Electronic Funds Transfer— System for Award Management (Jul 2013) (31 U.S.C. 3332).
- ___ (51) 52.232-34, Payment by Electronic Funds Transfer—Other Than System for Award Management (Jul 2013) (31 U.S.C. 3332).
- ___ (52) 52.232-36, Payment by Third Party (Jul 2013) (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:
- X (1) 52.222-41, Service Contract Act of 1965 (Nov 2007) (41 U.S.C. 351, et seq.).
- X (2) 52.222-42, Statement of Equivalent Rates for Federal Hires (May 1989) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.) This statement is for information only! It is not a Wage Determination

Employee Class	Monetary Wage—Fringe Benefits
08250- General Forestry Laborer	\$13.16 + fringes

Wage Determination No: WD 1976-1342 (Rev 47) dated 08/30/2013 and available at <http://www.wdol.gov>

- ___ (3) 52.222-43, Fair Labor Standards Act and Service Contract Act -- Price Adjustment (Multiple Year and Option Contracts) (Sep 2009) (29 U.S.C.206 and 41 U.S.C. 351, et seq.).
- ___ (4) 52.222-44, Fair Labor Standards Act and Service Contract Act -- Price Adjustment (Sep 2009) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).
- ___ (5) 52.222-51, Exemption from Application of the Service Contract Act to Contracts for Maintenance, Calibration, or Repair of Certain Equipment--Requirements (Nov 2007) (41 U.S.C. 351, et seq.).
- ___ (6) 52.222-53, Exemption from Application of the Service Contract Act to Contracts for Certain Services--Requirements (Feb 2009) (41 U.S.C. 351, et seq.).
- ___ (7) 52.222-17, Nondisplacement of Qualified Workers (Jan 2013) (E.O. 13495).
- ___ (8) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations. (Mar 2009) (Pub. L. 110-247).
- ___ (9) 52.237-11, Accepting and Dispensing of \$1 Coin (Sep 2008) (31 U.S.C. 5112(p)(1)).

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

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

(2) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until 3

years after final payment under this contract or for any shorter period specified in FAR Subpart 4.7, Contractor Records Retention, of the other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.

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

(e)

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

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

(ii) **52.219-8, Utilization of Small Business Concerns (Jul 2013)** (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$650,000 (\$1.5 million for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

(iii) **52.222-17, Nondisplacement of Qualified Workers (Jan 2013)** (E.O. 13495). Flow down required in accordance with paragraph (1) of FAR clause 52.222-17.

(iv) **52.222-26, Equal Opportunity (Mar 2007)** (E.O. 11246).

(v) **52.222-35, Equal Opportunity for Veterans (Sep 2010)** (38 U.S.C. 4212).

(vi) **52.222-36, Affirmative Action for Workers with Disabilities (Oct 2010)** (29 U.S.C. 793).

(vii) **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.

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

(ix) **52.222-50, Combating Trafficking in Persons (Feb 2009)** (22 U.S.C. 7104(g)).

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

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

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

(xii) **52.222-54, Employment Eligibility Verification (Aug 2013)**.

(xiii) **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).

(xiv) **52.226-6, Promoting Excess Food Donation to Nonprofit Organizations. (Mar 2009)** (Pub. L. 110-247). Flow down required in accordance with paragraph (e) of FAR clause 52.226-6.

(xv) **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)

52.211-6 Brand Name or Equal. (AUG 1999)

52.216-1 Type of Contract. (APR 1984)

The Government contemplates award of a firm-fixed price contract resulting from this solicitation.

52.223-2 Affirmative Procurement of Bio-based Products Under Service and Construction Contracts applies and should be completed with annual certifications and representations in www.sam.gov.

52.237-1 Site Visit. (APR 1984)

Offerors or quoters are urged and expected to inspect the site where services are to be performed and to satisfy themselves regarding all general and local conditions that may affect the cost of contract performance, to the extent that the information is reasonably obtainable. In no event shall failure to inspect the site constitute grounds for a claim after contract award.

INSPECTION AND ACCEPTANCE

52.246-1 Contractor Inspection Requirements. (APR 1984)

52.246-4 Inspection of Services - Fixed-Price. (AUG 1996)

452.246-70 Inspection and Acceptance. (FEB 1988) -- Alternate I (FEB 1988)

The Contracting Officer's duly authorized representative (COR) will inspect and accept the supplies and/or services to be provided under this contract. Inspection will be performed at: each government site listed on the Schedule of Items. Acceptance will be performed at: each government site listed on the Schedule of Items.

DELIVERIES OR PERFORMANCE

52.242-15 Stop Work Order (AUG 1989)

52.242-17 Government Delay of Work. (APR 1984)

452.211-74 Period of Performance. (FEB 1988)

Contract time is 30 days from the issuance of the Notice to Proceed, including weekend days. The period of performance of this contract is estimated from July 21, 2014, through August 25, 2014.

CONTRACT ADMINISTRATION DATA

452.215-73 Postaward Conference. (NOV 1996)

A post award conference with the successful offeror is required. It will be scheduled within 10 days after the date of contract award. Project COR will coordinate the date, time and location of the post award conference.

AGENCY CLAUSES

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

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

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

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

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

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.

452.237-74 Key Personnel. (FEB 1988)

(a) The Contractor shall assign to this contract the following key personnel: Supervisor with a current and valid Montana Professional FOREST Pesticide Applicator's License.

(b) During the first ninety (15) days of performance, the Contractor shall make no

substitutions of key personnel unless the substitution is necessitated by illness, death, or termination of employment. The Contractor shall notify the Contracting Officer within 5 calendar days after the occurrence of any of these events and provide the information required by paragraph (c) below. After the initial period, the Contractor shall submit the information required by paragraph (c) to the Contracting Officer at least 5 days prior to making any permanent substitutions.

(c) The Contractor shall provide a detailed explanation of the circumstances necessitating the proposed substitutions, complete resumes for the proposed substitutes, and any additional information requested by the Contracting Officer. Proposed substitutes should have comparable qualifications to those of the persons being replaced. The Contracting Officer will notify the Contractor within 15 calendar days after receipt of all required information of the decision on substitutions. The contract will be modified to reflect any approved changes of key personnel.

List of Documents, Exhibits, and Other Attachments

VICINITY MAPS 3 Pages

EXPERIENCE QUESTIONNAIRE 2 Pages

PROVISIONS

52.223-1 Bio-based Product Certification. (MAY 2012) applies and is incorporated by reference only. This certification should be completed annually online at www.sam.gov.

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

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

(b) **The Offeror represents that -**

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

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

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

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

452.211-70 Brand Name or Equal. (NOV 1996)

(a) If items called for by this solicitation have been identified by a "brand name or equal" description, such identification is intended to be descriptive, but not restrictive, and is to indicate the quality and characteristics of products that will be satisfactory. Offers of "equal" products (including products of the brand name manufacturer other than the one described by brand name) will be considered for award if such products are clearly identified in the offer (see clause 452.211-71) and are determined by the Contracting Officer to meet fully the salient characteristics requirements listed in the solicitation.

(b) Unless the offeror clearly indicates in its offer that it is offering an "equal" product, the offeror shall be considered as offering the brand name product(s) referenced in the solicitation.

(c)(1) If the offeror proposes to furnish an "equal" product or products, the brand name(s), if any, and any other required information about the product(s) to be furnished shall be inserted in the space provided in the solicitation. The evaluation of offers and the determination as to the equality of the product(s) offered shall be the responsibility of the Government and will be based on information furnished by the offeror or identified in its offer as well as other information reasonably available to the contracting activity. Caution to offerors: The contracting activity is not responsible for locating or securing any information which is not identified in the offer and is not reasonably available to the contracting activity. Accordingly, to assure that sufficient information is available, the offeror must furnish as a part of its offer all descriptive material (such as cuts, illustrations, drawings, or other information) necessary for the contracting activity to (i) determine whether the product offered meets the salient characteristics requirement of the solicitation, and (ii) establish exactly what the offeror proposes to furnish and what the Government would be binding itself to purchase by making an award. The information furnished may include specific reference to information previously furnished or to information otherwise available to the contracting activity.

(2) If an offeror proposes to modify a product so as to make it conform to the requirements of the solicitation, the offer shall include (i) a clear description of such proposed modifications and (ii) clearly marked descriptive material to show the proposed modifications.

DOCUMENTS TO RETURN with Quote:

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

1. **SF-18**
2. **Schedule of Items**
3. **Applicable Provisions** and be current in SAM.gov
4. **Experience Questionnaire**