

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS <i>OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, & 30</i>				1. REQUISITION NUMBER 734853		PAGE OF 1 16	
2. CONTRACT NO.		3. AWARD/EFFECTIVE DATE		4. ORDER NUMBER		5. SOLICITATION NUMBER AG-0398-S-15-0003	
7. FOR SOLICITATION INFORMATION CALL:		a. NAME ZOE WHEELER		b. TELEPHONE NUMBER (No collect calls) 406-791-7734		6. SOLICITATION ISSUE DATE 03/02/2015	
9. ISSUED BY GALLATIN NATIONAL FOREST 10 EAST BABCOCK AVENUE BOZEMAN MT 59715		CODE 0398		10. THIS ACQUISITION IS <input checked="" type="checkbox"/> UNRESTRICTED OR <input checked="" type="checkbox"/> SET ASIDE: 100.00 % FOR: <input checked="" type="checkbox"/> SMALL BUSINESS WOMEN-OWNED SMALL BUSINESS <input type="checkbox"/> HUBZONE SMALL BUSINESS (WOSB) ELIGIBLE UNDER THE WOMEN-OWNED SMALL BUSINESS PROGRAM NAICS: <input type="checkbox"/> SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS <input type="checkbox"/> EDWOSB <input type="checkbox"/> 8(A) SIZE STANDARD:			
11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input type="checkbox"/> SEE SCHEDULE		12. DISCOUNT TERMS		<input type="checkbox"/> 13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)		13b. RATING	
15. DELIVER TO Multiple Destinations		CODE		16. ADMINISTERED BY USDA FS BEAVERHEAD-DEERLODGE NF EAST SIDE ACQUISITION TEAM 420 BARRETT STREET DILLON MT 59725		14. METHOD OF SOLICITATION <input checked="" type="checkbox"/> RFQ <input type="checkbox"/> IFB <input type="checkbox"/> RFP	
17a. CONTRACTOR/OFFEROR		CODE		FACILITY CODE		18a. PAYMENT WILL BE MADE BY	
TELEPHONE NO.		CODE		17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER		18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a UNLESS BLOCK BELOW IS CHECKED <input type="checkbox"/> SEE ADDENDUM	
19. ITEM NO.		20. SCHEDULE OF SUPPLIES/SERVICES		21. QUANTITY		22. UNIT	
		Please have all quotes back to me by March 16, 2015 at NOON. Thank you! Delivery: 04/03/2015 Continued ... <i>(Use Reverse and/or Attach Additional Sheets as Necessary)</i>					
				23. UNIT PRICE		24. AMOUNT	
25. ACCOUNTING AND APPROPRIATION DATA						26. TOTAL AWARD AMOUNT (For Govt. Use Only)	
<input checked="" type="checkbox"/> 27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4, FAR 52.212-3 AND 52.212-5 ARE ATTACHED. ADDENDA				<input checked="" type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED.			
<input type="checkbox"/> 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4, FAR 52.212-5 IS ATTACHED. ADDENDA				<input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED.			
<input type="checkbox"/> 28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED.				<input type="checkbox"/> 29. AWARD OF CONTRACT: _____ OFFER DATED _____ YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS:			
30a. SIGNATURE OF OFFEROR/CONTRACTOR				31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER) <i>Zoe Wheeler</i>			
30b. NAME AND TITLE OF SIGNER (Type or print)		30c. DATE SIGNED		31b. NAME OF CONTRACTING OFFICER (Type or print) ZOE WHEELER		31c. DATE SIGNED 3.2.15	

19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
001	Gardiner Ranger District (Cooke City, Montana) - One Snowmobile Delivery Location Code: 03H0 USDA FOREST SERVICE DISTRICT RANGER GALLATIN NTL FOREST PO BOX 5 HWY 89 S GARDINER MT 59030 US				
002	Yellowstone Ranger District (Livingston, Montana) - One Snowmobile Delivery Location Code: 03H1 USDA FOREST SERVICE LIVINGSTON RANGER DISTRICT 5242 HWY 89 S LIVINGSTON MT 59047 US				

32a. QUANTITY IN COLUMN 21 HAS BEEN

RECEIVED
 INSPECTED
 ACCEPTED, AND CONFORMS TO THE CONTRACT, EXCEPT AS NOTED: _____

32b. SIGNATURE OF AUTHORIZED GOVERNMENT REPRESENTATIVE _____ 32c. DATE _____ 32d. PRINTED NAME AND TITLE OF AUTHORIZED GOVERNMENT REPRESENTATIVE _____

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

33. SHIP NUMBER _____ 34. VOUCHER NUMBER _____ 35. AMOUNT VERIFIED CORRECT FOR _____ 36. PAYMENT COMPLETE PARTIAL FINAL 37. CHECK NUMBER _____

38. S/R ACCOUNT NUMBER _____ 39. S/R VOUCHER NUMBER _____ 40. PAID BY _____

41a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT _____ 41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER _____ 41c. DATE _____ 42a. RECEIVED BY (Print) _____ 42b. RECEIVED AT (Location) _____ 42c. DATE REC'D (YY/MM/DD) _____ 42d. TOTAL CONTAINERS _____

<u>SECTION B - SUPPLIES OR SERVICES AND PRICES/COSTS SCHEDULE OF ITEMS</u>	Error! Bookmark not defined.	0
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SECTION C - DESCRIPTION/SPECIFICATIONS/STATEMENT OF WORK
PART I - GENERAL

C-1.1 DESCRIPTION OF WORK.

Purchase of two separate snowmobiles for two separate Ranger Districts. Preferably from vendors close to the proximity of the offices in case of maintenance on said machines.

Item/Salient Characteristics	Amount	Total
<ul style="list-style-type: none"> • A mountain snowmobile with a 154 track • Fuel efficient 2-stroke 800 engine: over 19 miles per gallon with low oil consumption. • Lightweight: dry weight under around 465 pounds. • A machine that can be maintained and serviced in Yellowstone RD Livingston, Montana 	1 each	\$
<ul style="list-style-type: none"> • A mountain sled with 600cc 2-stroke engine that has excellent fuel efficiency and low emissions, which is important not only for our program budget but also for the Forest Service's green team mission. • 153 Track • Dry weight under around 475 pounds. This is important to us for rider safety, as a lighter machine is ultimately less wear and tear on our snow rangers. Other snowmobiles (including those with 4-stroke engines) weigh in heavier. • A machine that can be maintained and serviced in Gardiner RD Cooke City, Montana. 	1 each	\$
Grand Total (if bidding on both)		\$

C-1.2 LOCATION

Yellowstone Ranger District office is located in Livingston, Montana and Gardiner Ranger District is located in Cooke City, Montana.

C-1.3 PRICE RANGE

Less than \$25,000.00 for both, under \$15,000.00 for one single

C-1.4 START OF WORK

Machines need to be delivered by April 3, 2015.

SECTION D – PACKAGING AND MARKING

No clauses included in this section.

SECTION E - INSPECTION AND ACCEPTANCE

52.246-12 Inspection of Construction. (APR 1996)

- (a) *Definition.* "Work" includes, but is not limited to, materials, workmanship, and manufacture and fabrication of components.
- (b) The Contractor shall maintain an adequate inspection system and perform such inspections as will ensure that the work performed under the contract conforms to contract requirements. The Contractor shall maintain complete inspection records and make them available to the Government. All work shall be conducted under the general direction of the Contracting Officer and is subject to Government inspection and test at all places and at all reasonable times before acceptance to ensure strict compliance with the terms of the contract.
- (c) Government inspections and tests are for the sole benefit of the Government and do not -
- (1) Relieve the Contractor of responsibility for providing adequate quality control measures;
 - (2) Relieve the Contractor of responsibility for damage to or loss of the material before acceptance;
 - (3) Constitute or imply acceptance; or
 - (4) Affect the continuing rights of the Government after acceptance of the completed work under paragraph (i) of this section.
- (d) The presence or absence of a Government inspector does not relieve the Contractor from any contract requirement, nor is the inspector authorized to change any term or condition of the specification without the Contracting Officer's written authorization.
- (e) The Contractor shall promptly furnish, at no increase in contract price, all facilities, labor, and material reasonably needed for performing such safe and convenient inspections and tests as may be required by the Contracting Officer. The Government may charge to the Contractor any additional cost of inspection or test when work is not ready at the time specified by the Contractor for inspection or test, or when prior rejection makes reinspection or retest necessary. The Government shall perform all inspections and tests in a manner that will not unnecessarily delay the work. Special, full size, and performance tests shall be performed as described in the contract.
- (f) The Contractor shall, without charge, replace or correct work found by the Government not to conform to contract requirements, unless in the public interest the Government consents to accept the work with an appropriate adjustment in contract price. The Contractor shall promptly segregate and remove rejected material from the premises.
- (g) If the Contractor does not promptly replace or correct rejected work, the Government may -
- (1) By contract or otherwise, replace or correct the work and charge the cost to the Contractor; or
 - (2) Terminate for default the Contractor's right to proceed.

(h) If, before acceptance of the entire work, the Government decides to examine already completed work by removing it or tearing it out, the Contractor, on request, shall promptly furnish all necessary facilities, labor, and material. If the work is found to be defective or nonconforming in any material respect due to the fault of the Contractor or its subcontractors, the Contractor shall defray the expenses of the examination and of satisfactory reconstruction. However, if the work is found to meet contract requirements, the Contracting Officer shall make an equitable adjustment for the additional services involved in the examination and reconstruction, including, if completion of the work was thereby delayed, an extension of time.

- (i) Unless otherwise specified in the contract, the Government shall accept, as promptly as practicable after completion and inspection, all work required by the contract or that portion of the work the Contracting Officer determines can be accepted separately. Acceptance shall be final and conclusive except for latent defects, fraud, gross mistakes amounting to fraud, or the Government's rights under any warranty or guarantee.

(End of Clause)

SECTION F - DELIVERIES OR PERFORMANCE

None

SECTION G - CONTRACT ADMINISTRATION DATA

The "Submit Invoice-to" address for USDA orders is the Department of Treasury's **Invoice Processing Platform (IPP)**. The contractor must follow the instructions on how to register and submit invoices via IPP as prescribed in the previous communications from USDA and Treasury. All invoices are to be submitted via the electronic Invoice Processing Platform. This is a mandatory requirement initiated by the U.S. Department of Treasury and you can find more information at this website <https://www.ipp.gov/index.htm>. Please make sure that your company has registered at <https://www.ipp.gov/vendors/enrollment-vendors.htm> to establish your account.

SECTION H - SPECIAL CONTRACT REQUIREMENTS

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 fire-fighting). 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)

SECTION I - CONTRACT CLAUSES

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

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

(End of Clause)

52.204-7 System for Award Management. (JUL 2013)

52.219-6 Notice of Total Small Business Set-Aside. (NOV 2011)

52.222-3 Convict Labor. (JUN 2003)

- 52.222-6 Davis-Bacon Act. (JUL 2005)
- 52.222-7 Withholding of Funds. (FEB 1988)
- 52.222-8 Payrolls and Basic Records. (JUN 2010)
- 52.222-9 Apprentices and Trainees. (JUL 2005)
- 52.222-10 Compliance with Copeland Act Requirements. (FEB 1988)
- 52.222-11 Subcontracts (Labor Standards). (JUL 2005)
- 52.222-12 Contract Termination - Debarment. (FEB 1988)
- 52.222-13 Compliance with Davis-Bacon and Related Act Regulations. (FEB 1988)
- 52.222-14 Disputes Concerning Labor Standards. (FEB 1988)
- 52.222-15 Certification of Eligibility. (FEB 1988)
- 52.222-21 Prohibition of Segregated Facilities. (FEB 1999)
- 52.222-26 Equal Opportunity. (MAR 2007)
- 52.222-27 Affirmative Action Compliance Requirements for Construction. (FEB 1999)
- 52.222-36 Affirmative Action for Workers with Disabilities. (OCT 2010)
- 52.223-5 Pollution Prevention and Right-to-Know Information. (MAY 2011)
- 52.223-6 Drug-Free Workplace. (MAY 2001)
- 52.225-13 Restrictions on Certain Foreign Purchases. (JUN 2008)
- 52.227-4 Patent Indemnity--Construction Contracts. (DEC 2007)
- 52.228-5 Insurance Work on a Government Installation (JAN 1997)
- 52.232-5 Payments under Fixed-Price Construction Contracts. (SEP 2002)
- 52.232-18 Availability of Funds. (APR 1984)
- 52.232-23 Assignment of Claims. (JAN 1986)
- 52.232-27 Prompt payment for construction contracts. (JUL 2013)
- 52.232-33 Payment by Electronic Funds Transfer - System for Award Management. (JUL 2013)
- 52.233-1 Disputes. (JUL 2002)
- 52.233-3 Protest after Award. (AUG 1996)
- 52.233-4 Applicable Law for Breach of Contract Claim. (OCT 2004)
- 52.236-5 Material and Workmanship. (APR 1984)
- 52.236-6 Superintendence by the Contractor. (APR 1984)
- 52.236-7 Permits and Responsibilities. (NOV 1991)
- 52.236-8 Other Contracts. (APR 1984)
- 52.236-9 Protection of Existing Vegetation, Structures, Equipment, Utilities, & Improvements (APR 1984)
- 52.236-10 Operations and Storage Areas. (APR 1984)
- 52.236-11 Use and Possession Prior to Completion. (APR 1984)
- 52.236-12 Cleaning Up. (APR 1984)
- 52.236-13 Accident Prevention. (NOV 1991)
- 52.236-17 Layout of Work. (APR 1984)
- 52.236-21 Specifications and Drawings for Construction. (FEB 1997)
- 52.243-5 Changes and Changed Conditions. (APR 1984)
- 52.244-6 Subcontracts for Commercial Items. (DEC 2013)
- 52.245-1 Government Property. (APR 2012)
- 52.246-21 Warranty of Construction. (MAR 1994)
- 52.249-1 Termination for Convenience of the Government (Fixed-Price) (Short Form). (APR 1984)
- 52.249-10 Default (Fixed-Price Construction). (APR 1984)
- 52.253-1 Computer Generated Forms. (JAN 1991)
- 452.232-70 Reimbursement for Bond Premiums - Fixed-Price Construction Contracts. (NOV 1996)
- 452.236-71 Prohibition Against the Use of Lead-Based Paint. (NOV 1996)
- 452.236-72 Use of Premises. (NOV 1996)
- 452.236-73 Archaeological or Historic Sites. (FEB 1988)
- 452.236-74 Control of Erosion, Sedimentation, and Pollution. (NOV 1996)
- 452.236-76 Samples and Certificates. (FEB 1988)

52.219-28 Post-Award Small Business Program Rerepresentation. (JUL 2013)

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

The Contractor represents that it ___ is, ___ is not a small business concern under NAICS Code 237990 assigned to SOLICITATION number AG-0355-S-15-0003.

Contractor Signature & Title

Date

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

52.225-9 Buy American Act - Construction Materials. (SEP 2010)

(a) Definitions. As used in this clause-

"Commercially available off-the-shelf (COTS) item"-

(1) Means any item of supply (including construction material) that is-

(i) A commercial item (as defined in paragraph (1) of the definition at FAR 2.101);

(ii) Sold in substantial quantities in the commercial marketplace; and

(iii) Offered to the Government, under a contract or subcontract at any tier, without modification, in the same form in which it is sold in the commercial marketplace; and

(2) Does not include bulk cargo, as defined in section 3 of the Shipping Act of 1984 (46 U.S.C. App. 1702), such as agricultural products and petroleum products.

"Component" means an article, material, or supply incorporated directly into a construction material.

"Construction material" means an article, material, or supply brought to the construction site by the Contractor or a subcontractor for incorporation into the building or work. The term also includes an item brought to the site preassembled from articles, materials, or supplies. However, emergency life safety systems, such as emergency lighting, fire alarm, and audio evacuation systems, that are discrete systems incorporated into a public building or work and that are produced as complete systems, are evaluated as a single and distinct construction material regardless of when or how the individual parts or components of those systems are delivered to the construction site. Materials purchased directly by the Government are supplies, not construction material.

"Cost of components" means-

(1) For components purchased by the Contractor, the acquisition cost, including transportation costs to the place of incorporation into the construction material (whether or not such costs are paid to a domestic firm), and any applicable duty (whether or not a duty-free entry certificate is issued); or

(2) For components manufactured by the Contractor, all costs associated with the manufacture of the component, including transportation costs as described in paragraph (1) of this definition, plus allocable overhead costs, but excluding profit. Cost of components does not include any costs associated with the manufacture of the construction material." Domestic construction material" means-

(1) An unmanufactured construction material mined or produced in the United States;

(2) A construction material manufactured in the United States, if-

(i) The cost of its components mined, produced, or manufactured in the United States exceeds 50 percent of the cost of all its components. Components of foreign origin of the same class or kind for which nonavailability determinations have been made are treated as domestic; or

(ii) The construction material is a COTS item.

"Foreign construction material" means a construction material other than a domestic construction material.

"United States" means the 50 States, the District of Columbia, and outlying areas.

(b) Domestic preference. (1) This clause implements the Buy American Act (41 U.S.C. 10a-10d) by providing a preference for domestic construction material. In accordance with 41 U.S.C. 431, the component test of the Buy American Act is waived for construction material that is a COTS item (See FAR 12.505(a)(2)). The Contractor shall use only domestic construction material in performing this contract, except as provided in paragraphs (b)(2) and (b)(3) of this clause.

(2) This requirement does not apply to information technology that is a commercial item or to the construction materials or components listed by the Government as follows:

(3) The Contracting Officer may add other foreign construction material to the list in paragraph (b)(2) of this clause if the Government determines that-

(i) The cost of domestic construction material would be unreasonable. The cost of a particular domestic construction material subject to the requirements of the Buy American Act is unreasonable when the cost of such material exceeds the cost of foreign material by more than 6 percent;

(ii) The application of the restriction of the Buy American Act to a particular construction material would be impracticable or inconsistent with the public interest; or

(iii) The construction material is not mined, produced, or manufactured in the United States in sufficient and reasonably available commercial quantities of a satisfactory quality.

(c) Request for determination of inapplicability of the Buy American Act. (1)(i) Any Contractor request to use foreign construction material in accordance with paragraph (b)(3) of this clause shall include adequate information for Government evaluation of the request, including-

(A) A description of the foreign and domestic construction materials;

(B) Unit of measure;

(C) Quantity;

(D) Price;

(E) Time of delivery or availability;

(F) Location of the construction project;

(G) Name and address of the proposed supplier; and

(H) A detailed justification of the reason for use of foreign construction materials cited in accordance with paragraph (b) (3) of this clause.

(ii) A request based on unreasonable cost shall include a reasonable survey of the market and a completed price comparison table in the format in paragraph (d) of this clause.

(iii) The price of construction material shall include all delivery costs to the construction site and any applicable duty (whether or not a duty-free certificate may be issued).

(iv) Any Contractor request for a determination submitted after contract award shall explain why the Contractor could not reasonably foresee the need for such determination and could not have requested the determination before contract award. If the Contractor does not submit a satisfactory explanation, the Contracting Officer need not make a determination.

(2) If the Government determines after contract award that an exception to the Buy American Act applies and the Contracting Officer and the Contractor negotiate adequate consideration, the Contracting Officer will modify the contract to allow use of the foreign construction material. However, when the basis for the exception is the unreasonable price of a domestic construction material, adequate consideration is not less than the differential established in paragraph (b)(3)(i) of this clause.

(3) Unless the Government determines that an exception to the Buy American Act applies, use of foreign construction material is noncompliant with the Buy American Act or Balance of Payments Program.

(d) Data. To permit evaluation of requests under paragraph (c) of this clause based on unreasonable cost, the Contractor shall include the following information and any applicable supporting data based on the survey of suppliers:

Foreign and Domestic Construction Materials Price Comparison

Construction material description	Unit of measure	Quantity	Price (dollars)*
<i>Item 1:</i>			
Foreign construction material	_____	_____	_____
Domestic construction material	_____	_____	_____
 <i>Item 2:</i>			
Foreign construction material	_____	_____	_____
Domestic construction material	_____	_____	_____

List name, address, telephone number, and contact for suppliers surveyed. Attach copy of response; if oral, attach summary. Include other applicable supporting information.

* Include all delivery costs to the construction site and any applicable duty (whether or not a duty-free entry certificate is issued).

(End of Clause)

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

(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 it - (1) does not have 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 has not been convicted (or had an officer or agent acting on its behalf convicted) of a federal criminal violation under any Federal law within 24 months preceding the award, unless a suspending and debarment 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 or 434.

(End of Clause)

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

52.204-8 Annual Representations and Certifications. (DEC 2013)

(a)(1) The North American Industry Classification System (NAICS) code for this acquisition is 237990.

(2) The small business size standard is \$33.5 Million.

(3) The small business size standard for a concern which submits an offer in its own name, other than on a construction or service contract, but which proposes to furnish a product which it did not itself manufacture, is 500 employees.

(b)(1) If the provision at 52.204-7, System for Award Management, is included in this solicitation, paragraph (d) of this provision applies.

(2) If the provision at 52.204-7 is not included in this solicitation, and the offeror is currently registered in the System for Award Management (SAM), and has completed the Representations and Certifications section of SAM electronically, the offeror may choose to use paragraph (d) of this provision instead of completing the corresponding individual representations and certifications in the solicitation. **The offeror shall indicate which option applies by checking one of**

the following boxes:

- (i) Paragraph (d) applies.
- (ii) Paragraph (d) does not apply and the offeror has completed the individual representations and certifications in the solicitation.
- (c)(1) The following representations or certifications in SAM are applicable to this solicitation as indicated:
- (i) 52.203-2, Certificate of Independent Price Determination. This provision applies to solicitations when a firm-fixed-price contract or fixed-price contract with economic price adjustment is contemplated, unless--
 - (A) The acquisition is to be made under the simplified acquisition procedures in Part 13;
 - (B) The solicitation is a request for technical proposals under two-step sealed bidding procedures; or
 - (C) The solicitation is for utility services for which rates are set by law or regulation.
 - (ii) 52.203-11, Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions. This provision applies to solicitations expected to exceed \$150,000.
 - (iii) 52.204-3, Taxpayer Identification. This provision applies to solicitations that do not include provision at 52.204-7, System for Award Management.
 - (iv) 52.204-5, Women-Owned Business (Other Than Small Business). This provision applies to solicitations that--
 - (A) Are not set aside for small business concerns;
 - (B) Exceed the simplified acquisition threshold; and
 - (C) Are for contracts that will be performed in the United States or its outlying areas.
 - (v) 52.209-2, Prohibition on Contracting with Inverted Domestic Corporations-Representation. This provision applies to solicitations using funds appropriated in fiscal years 2008, 2009, 2010, or 2012.
 - (vi) 52.209-5, Certification Regarding Responsibility Matters. This provision applies to solicitations where the contract value is expected to exceed the simplified acquisition threshold.
 - (vii) 52.214-14, Place of Performance--Sealed Bidding. This provision applies to invitations for bids except those in which the place of performance is specified by the Government.
 - (viii) 52.215-6, Place of Performance. This provision applies to solicitations unless the place of performance is specified by the Government.
 - (ix) 52.219-1, Small Business Program Representations (Basic & Alternate I). This provision applies to solicitations when the contract will be performed in the United States or its outlying areas.
 - (A) The basic provision applies when the solicitations are issued by other than DoD, NASA, and the Coast Guard.
 - (B) The provision with its Alternate I applies to solicitations issued by DoD, NASA, or the Coast Guard.
 - (x) 52.219-2, Equal Low Bids. This provision applies to solicitations when contracting by sealed bidding and the contract will be performed in the United States or its outlying areas.
 - (xi) 52.222-22, Previous Contracts and Compliance Reports. This provision applies to solicitations that include the clause at 52.222-26, Equal Opportunity.
 - (xii) 52.222-25, Affirmative Action Compliance. This provision applies to solicitations, other than those for construction, when the solicitation includes the clause at 52.222-26, Equal Opportunity.
 - (xiii) 52.222-38, Compliance with Veterans' Employment Reporting Requirements. This provision applies to solicitations when it is anticipated the contract award will exceed the

simplified acquisition threshold and the contract is not for acquisition of commercial items.
(xiv) 52.223-1, Biobased Product Certification. This provision applies to solicitations that require the delivery or specify the use of USDA-designated items; or include the clause at 52.223-2, Affirmative Procurement of Biobased Products Under Service and Construction Contracts.

(xv) 52.223-4, Recovered Material Certification. This provision applies to solicitations that are for, or specify the use of, EPA-designated items.

(xvi) 52.225-2, Buy American Act Certificate. This provision applies to solicitations containing the clause at 52.225-1.

(xvii) 52.225-4, Buy American Act--Free Trade Agreements--Israeli Trade Act Certificate. (Basic, Alternates I, II, and III.) This provision applies to solicitations containing the clause at 52.225-3.

(A) If the acquisition value is less than \$25,000, the basic provision applies.

(B) If the acquisition value is \$25,000 or more but is less than \$50,000, the provision with its Alternate I applies.

(C) If the acquisition value is \$50,000 or more but is less than \$79,507, the provision with its Alternate II applies.

(D) If the acquisition value is \$79,507 or more but is less than \$100,000, the provision with its Alternate III applies.

(xviii) 52.225-6, Trade Agreements Certificate. This provision applies to solicitations containing the clause at 52.225-5.

(xix) 52.225-20, Prohibition on Conducting Restricted Business Operations in Sudan--Certification. This provision applies to all solicitations.

(xx) 52.225-25, Prohibition on Contracting with Entities Engaging in Certain Activities or Transactions Relating to Iran-Representation and Certifications. This provision applies to all solicitations.

(xxi) 52.226-2, Historically Black College or University and Minority Institution Representation. This provision applies to-

(A) Solicitations for research, studies, supplies, or services of the type normally acquired from higher educational institutions; and

(B) For DoD, NASA, and Coast Guard acquisitions, solicitations that contain the clause at 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns.

(2) The following certifications are applicable as indicated by the Contracting Officer:

(i) 52.219-22, Small Disadvantaged Business Status.

(A) Basic.

(B) Alternate I.

(ii) 52.222-18, Certification Regarding Knowledge of Child Labor for Listed End Products.

(iii) 52.222-48, Exemption from Application of the Service Contract Act to Contracts for Maintenance, Calibration, or Repair of Certain Equipment Certification.

(iv) 52.222-52 Exemption from Application of the Service Contract Act to Contracts for Certain Services--Certification.

(v) 52.223-9, with its Alternate I, Estimate of Percentage of Recovered Material Content for EPA-Designated Products (Alternate I only).

(vi) 52.227-6, Royalty Information.

(A) Basic.

(B) Alternate I.

(vii) 52.227-15, Representation of Limited Rights Data and Restricted Computer Software.

(d) The offeror has completed the annual representations and certifications electronically via the SAM Web site accessed through <https://www.acquisition.gov>. After reviewing the SAM database information,

the offeror verifies by submission of the offer that the representations and certifications currently posted electronically that apply to this solicitation as indicated in paragraph (c) of this provision have been entered or updated within 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 the changes identified below (offeror to insert changes, identifying change by clause number, title, date). 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.

FAR Clause No.[]

Title[]

Date[]

Change[]

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 on SAM.

(End of Provision)

AGAR 452.209-70 Representation by Corporations Regarding and Unpaid Delinquent Tax Liability or a Felony Conviction (FEB 2012) Alternative 1

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

(b) The Offeror represents that –

- (1) The Offeror is [], is not [] (*check one*) an entity that has filed articles of incorporation in one of the fifty states, the District of Columbia, or the various territories of the United States including American Samoa, Federated States of Micronesia, Guam, Midway Islands, Northern Mariana Islands, Puerto Rico, Republic of Palau, Republic of the Marshall Islands, U.S. Virgin Islands. (Note that this includes both for-profit and non-profit organizations.) If the Offeror checked "is" above, the Offeror must complete paragraphs (2) and (3) of the representation. If Offeror checked "is not" above, Offeror may leave the remainder of the representation blank.
- (2) (i) The Offeror has [], has not [] (*check one*) been convicted of a felony criminal violation under Federal or State law in the 24 months preceding the date of offer.
(ii) Offeror has [], has not [] (*check one*) had any officer or agent of Offeror convicted of a felony criminal violation for actions taken on behalf of Offeror under Federal law in the 24 months preceding the date of offer.
- (3) The Offeror does [], does not [] (*check one*) have any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability.

(End of Provision)

452.219-70 Size Standard and NAICS Code Information. (SEP 2001)

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 423110
- Size Standard \$33.5 Million (receipts in a three-year period)

(End of Provision)

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

Respondents must submit/return the following:

1. Signed SF-18 and Schedule of Items/Pricing

Facsimile quotes are acceptable as responses to this solicitation at (406)791-5302
Facsimile quotes are subject to the same rules as paper quotes.

The Please call Zoë Wheeler at 406-791-7734 to verify receipt of all pages.

52.216-1 Type of Contract. (APR 1984)

The Government contemplates award of a Firm Fixed Price contract resulting from this solicitation.
(End of Provision)

52.222-23 Notice of Requirement for Affirmative Action to Ensure Equal Employment Opportunity for Construction. (FEB 1999)

(a) The offeror's attention is called to the Equal Opportunity clause and the Affirmative Action Compliance Requirements for Construction clause of this solicitation.

(b) The goals for minority and female participation, expressed in percentage terms for the Contractor's aggregate workforce in each trade on all construction work in the covered area, are as follows:

Goals for Minority Participation for Each Trade 2.7%, Goals for Female Participation for Each Trade 6.9%
These goals are applicable to all of the Contractor's construction work performed in the covered area. If the Contractor performs construction work in a geographical area located outside of the covered area, the Contractor shall apply the goals established for the geographical area where the work is actually performed. Goals are published periodically in the *Federal Register* in notice form, and these notices may be obtained from any Office of Federal Contract Compliance Programs office.

(c) The Contractor's compliance with Executive Order 11246, as amended, and the regulations in 41 CFR 60-4 shall be based on (1) its implementation of the Equal Opportunity clause, (2) specific affirmative action obligations required by the clause entitled "Affirmative Action Compliance Requirements for Construction," and (3) its efforts to meet the goals. The hours of minority and female employment and training must be substantially uniform throughout the length of the contract, and in each trade. The Contractor shall make a good faith effort to employ minorities and women evenly on each of its projects. The transfer of minority or female employees or trainees from Contractor to Contractor, or from project to project, for the sole purpose of meeting the Contractor's goals shall be a violation of the contract, Executive Order 11246, as amended, and the regulations in 41 CFR 60-4. Compliance with the goals will be measured against the total work hours performed.

(d) The Contractor shall provide written notification to the Deputy Assistant Secretary for Federal Contract Compliance, U.S. Department of Labor, within 10 working days following award of any construction subcontract in excess of \$10,000 at any tier for construction work under the contract resulting from this solicitation. The notification shall list the-

- (1) Name, address, and telephone number of the subcontractor;
- (2) Employer's identification number of the subcontractor;
- (3) Estimated dollar amount of the subcontract;
- (4) Estimated starting and completion dates of the subcontract; and
- (5) Geographical area in which the subcontract is to be performed.

(End of Provision)

52.223-1 Biobased Product Certification (May 2012)

As required by the Farm Security and Rural Investment Act of 2002 and the Energy Policy Act of 2005 (7 U.S.C. 8102(c)(3)), the offeror certifies, by signing this offer, that biobased products (within categories of products listed

by the United States Department of Agriculture in 7 CFR part 3201, subpart B) to be used or delivered in the performance of the contract, other than biobased products that are not purchased by the offeror as a direct result of this contract, will comply with the applicable specifications or other contractual requirements.
(End of provision)

52.225-10 Notice of Buy American Act Requirement - Construction Materials. (FEB 2009)

(a) Definitions. "Commercially available off-the-shelf (COTS) item," "construction material," "domestic construction material," and "foreign construction material," as used in this provision, are defined in the clause of this solicitation entitled "Buy American Act--Construction Materials" (Federal Acquisition Regulation (FAR) clause 52.225-9).

(b) *Requests for determinations of inapplicability.* An offeror requesting a determination regarding the inapplicability of the Buy American Act should submit the request to the Contracting Officer in time to allow a determination before submission of offers. The offeror shall include the information and applicable supporting data required by paragraphs (c) and (d) of the clause at FAR 52.225-9 in the request. If an offeror has not requested a determination regarding the inapplicability of the Buy American Act before submitting its offer, or has not received a response to a previous request, the offeror shall include the information and supporting data in the offer.

(c) *Evaluation of offers.* (1) The Government will evaluate an offer requesting exception to the requirements of the Buy American Act, based on claimed unreasonable cost of domestic construction material, by adding to the offered price the appropriate percentage of the cost of such foreign construction material, as specified in paragraph (b)(3)(i) of the clause at FAR 52.225-9.

(2) If evaluation results in a tie between an offeror that requested the substitution of foreign construction material based on unreasonable cost and an offeror that did not request an exception, the Contracting Officer will award to the offeror that did not request an exception based on unreasonable cost.

(d) *Alternate offers.* (1) When an offer includes foreign construction material not listed by the Government in this solicitation in paragraph (b)(2) of the clause at FAR 52.225-9, the offeror also may submit an alternate offer based on use of equivalent domestic construction material.

(2) If an alternate offer is submitted, the offeror shall submit a separate Standard Form 1442 for the alternate offer, and a separate price comparison table prepared in accordance with paragraphs (c) and (d) of the clause at FAR 52.225-9 for the offer that is based on the use of any foreign construction material for which the Government has not yet determined an exception applies.

(3) If the Government determines that a particular exception requested in accordance with paragraph (c) of the clause at FAR 52.225-9 does not apply, the Government will evaluate only those offers based on use of the equivalent domestic construction material, and the offeror shall be required to furnish such domestic construction material. An offer based on use of the foreign construction material for which an exception was requested -

- (i) Will be rejected as nonresponsive if this acquisition is conducted by sealed bidding; or
- (ii) May be accepted if revised during negotiations.

(End of Provision)

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)

SECTION M - EVALUATION FACTORS FOR AWARD

Award Determination

Award will be made to the Respondent whose quote represents the best value to the Government. Factors to be considered in determining the best value include such matters as price, experience, and past performance.

Evaluation Factors

Price is of equal importance compared to experience and past performance; however, the importance of price may become greater as the difference between experience and past performance decreases. Where experience and past performance are determined to be substantially equal, price may control award.