SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEM
OFFER TO COMPLETE BLOCKS 12, 17, 23, 24, 4, 20

1. REQUISITION NUMBER: 493552
2. CONTRACT NO.:
3. AWARD EFFECTIVE DATE: 
4. ORDER NUMBER: AG-6395-P-11-0276
5. SOLICITATION NUMBER: 
6. SOLICITATION ISSUE DATE:

7. FOR SOLICITATION INFORMATION CALL: NAME: LARRY NELSON
   TELEPHONE NUMBER: 612 336 3225

8. ISSUED BY: USDA APHIS MRPBS
   ASD Procurement Branch
   Butler Square, 5th Floor
   100 N 6TH STREET
   MINNEAPOLIS MN 55403

9. CODE: APHIS-MRPBS-A
   THIS ACQUISITION IS:
   □ UNRESTRICTED OR □ CONSTRUCTION: 100.00 % FOR:
   □ SMALL BUSINESS □ EMERGING SMALL BUSINESS
   □ HUBZONE SMALL BUSINESS □ SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS
   □ NAICS:
   □ SIZE STANDARD:

10. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED
    □ SEE SCHEDULE

11. DELIVER TO:
    CODE: APHIS-VS-WR-8613
    USDA APHIS VS
    Suite 1
    208 N Montana Ave
    Helena MT 59601

12. DISCOUNT TERMS:
    □ 12a. THIS CONTRACT IS A
         RATED ORDER UNLESS
         CPAS (15 CFR 703)

13. RATING:

14. METHOD OF SOLICITATION:
    □ RFQ □ IFB □ RFP

15. ADMINISTERED BY:
    CODE: APHIS-MRPBS-ASD

16. PAYMENT WILL BE MADE BY:
    CODE: APHIS-INVOICE

17a. CONTRACTOR/OFFEROR:
     CODE: 810442672
     FACILITY CODE: 

WHITES WHOLESALE MTS INC
FL# 07717 M/P
33663 TERRACE LAKE RD
810442672 A
RONAN MT 59864

TELEPHONE NO.

17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER IS CHECKED □ SEE ADDENDA

18. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 16a UNLESS BLOCK BELOW IS CHECKED

19. ITEM NO.

20. SCHEDULE OF SUPPLIES/SERVICES

21. QUANTITY

22. UNIT

23. UNIT PRICE

24. AMOUNT

   TAX ID NUMBER: 81-0442672
   DUNS NUMBER: Not Available
   A. Bison Hauling Services in accordance with attached quote on an as needed basis for the period of February 14, 2011 through July 31, 2011.
   B. Order is funded at a not-to-exceed amount of $15,000. Contractor will not get paid for any work which exceeds funding amount on order. Specific work direction (where/when hauling is needed) will be given by COR Rebecca Frey up to (Use Reverse and/or Attach Additional Sheets as Necessary)

25. TOTAL AWARD AMOUNT (For Govt. Use Only)

26. $15,000.00

27a. SOLICITATION INCORPORATED BY REFERENCE FAR 52.212-1, 52.212-4. FAR 52.212-3 AND 52.212-5 ARE ATTACHED.

27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED.

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 HERIN.

29. AWARD OF CONTRACT REF. DATED YOUR OFFER ON SOLICITATION (BLOCK 2) INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS:

30a. SIGNATURE OF OFFEROR/CONTRACTOR

30b. NAME AND TITLE OF SIGNER (Type or print)

30c. DATE SIGNED

31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER)

31b. NAME OF CONTRACTING OFFICER (Type or print)

31c. DATE SIGNED

21/11/11

AUTHORIZED FOR LOCAL REPRODUCTION
PREVIOUS EDITION IS NOT USEABLE

STANDARD FORM 1449 (REV. 3/2005)
Prescribed by GSA - FAR (48 CFR) 52.212
the funded ceiling amount of this order.
Delivery: 07/31/2011
Accounting Info:
34.11.ZZ.ZZZZZZ.ZZZZZ.ZZ.529794335.25
Period of Performance: 02/14/2011 to 07/31/2011

001
Bison Hauling services at the not-to-exceed amount of $15,000.
Product/Service Code: V119
Product/Service Description: OTHER CARGO AND FREIGHT SERVICES

The total amount of award: $15,000.00. The obligation for this award is shown in box 26.

39a. QUANTITY IN COLUMN 21 HAS BEEN

□ RECEIVED □ INSPECTED □ NOTED:

39a. QUANTITY IN COLUMN 21 HAS BEEN

39b. SIGNATURE OF AUTHORIZED GOVERNMENT REPRESENTATIVE

39c. DATE

39d. PRINTED NAME AND TITLE OF AUTHORIZED GOVERNMENT REPRESENTATIVE

39e. MAILING ADDRESS OF AUTHORIZED GOVERNMENT REPRESENTATIVE

39f. TELEPHONE NUMBER OF AUTHORIZED GOVERNMENT REPRESENTATIVE

39g. E-MAIL OF AUTHORIZED GOVERNMENT REPRESENTATIVE

33. SHIP NUMBER

34. VOUCHER NUMBER

35. AMOUNT VERIFIED CORRECT FOR

36. PAYMENT

□ COMPLETE □ PARTIAL □ FINAL

36. PAYMENT

37. CHECK NUMBER

38. SRS ACCOUNT NUMBER

39. SRS 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 RECD (YY/MM/DD)

42d. TOTAL CONTAINERS
# SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS

**OFFER TO COMPLETE BLOCKS 13, 17, 23, 24 & 30**

<table>
<thead>
<tr>
<th>1. REDUCTION NUMBER</th>
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<tr>
<td>2. CONTRACT NUMBER</td>
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<tr>
<td>3. ADMINISTRATIVE DATE</td>
<td></td>
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<td>4. ISSUE DATER</td>
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<td>5. SOR/ACTION NUMBER</td>
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<td>6. DESCRIPTION</td>
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<tr>
<td>7. FOR SOR/ACTION INFORMATION CONTACT:</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Larry Nelson, Contracting Officer</td>
</tr>
<tr>
<td></td>
<td><a href="mailto:larry.d.nelson@aphis.usda.gov">larry.d.nelson@aphis.usda.gov</a></td>
</tr>
<tr>
<td>8. TELEPHONE NUMBER (for ex. use)</td>
<td>(612) 336-3223</td>
</tr>
<tr>
<td>9. OFFER DUE DATE</td>
<td>01/27/2011</td>
</tr>
<tr>
<td>10. OFFER DUE TIME</td>
<td>COTB 02/04/2011</td>
</tr>
</tbody>
</table>

**USDA, APHIS, MRPS, ASD, Contracting Team**
Butler Square, 5th Floor
100 North Sixth Street
Minneapolis, MN 55403

**11. DELIVERY FOR FEE DESTINATION**
**UNLESS BLOCK 3 IS MARKED**

See Schedule

**12. DISCOUNT PERCENT**

Open

**13. RATING**

See Schedule

**14. METHOD OF SOLICITATION**

See Block 9

**15. CONTRACTOR ADDRESS**

White's Wholesale Meats Inc.
33663 Ferretta Rd.
Koran, Montana 59764

**TELEPHONE:**

406-0082 476-0087

**16. SUBMIT INVOICE TO ADDRESS SHOWN IN BLOCK 15.**

**17. CHECK IF RESIDENTIAL ADDRESS IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER.**

<table>
<thead>
<tr>
<th>ITEM</th>
<th>DESCRIPTION</th>
<th>21.</th>
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<th>23.</th>
<th>24.</th>
</tr>
</thead>
<tbody>
<tr>
<td>01</td>
<td>All labor, material and equipment necessary for bison caws, calves and young bulls (2 years of age and younger) transportation to slaughter facilities (Priced per loaded mile)</td>
<td>3,000</td>
<td>Mile</td>
<td>490</td>
<td></td>
</tr>
<tr>
<td>02</td>
<td>All labor, material and equipment necessary for mature bison bull (greater than 3 years of age) transportation to slaughter facilities (Priced per loaded mile). <strong>NOTE:</strong> Failure to quote for this CLIN does not exclude offeror from contract consideration but will exclude use as a bison bull transporter.</td>
<td>1,000</td>
<td>Mile</td>
<td>525</td>
<td></td>
</tr>
<tr>
<td>03</td>
<td>All labor, material and equipment costs necessary for cleaning and disinfection of trailer.(Firm fixed price per disinfection).</td>
<td>10</td>
<td>EA</td>
<td>50</td>
<td></td>
</tr>
</tbody>
</table>

**STANDARD FORM 1449 (REV. 10-2009)**

**27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-4, FAR 52.212-5, FAR 52.212-18, and FAR 52.212-21 are attached.**

**28a. CONTRACTOR AGREED TO COMPLY WITH ADDENDA AND RECEIVE ALL OFFERED CLARIFICATIONS PER ADDENDA ATTACHED TO THIS DOCUMENT.**

**30. OFFER DATE:**

Robert P. White

**31. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER):**

Larry D. Nelson

**STANDARD FORM 1449 (REV. 10-2009)**

**FAXED BY:**

Larry Nelson, Contracting Officer
larry.d.nelson@aphis.usda.gov

**TELEPHONE:**

(612) 336-3223

**ADDRESS:**

USDA, Office of Finance and Management
National Finance Center
PO Box 60073
New Orleans, LA 70160
SF1449 CONTINUATION:

Statement of Work:

Truck/livestock trailer combinations to haul wild bison from Gardiner, MT to slaughterhouses in Montana and Idaho.

Trailer should be of a design that is durable enough to haul wild bison safely and humanely for a minimum distance of 80 miles. Livestock trailer minimum length should be 20 ft. Trailers should be able to be cleaned and disinfected when these procedures are indicated. The rear gate of the trailers must have a sliding half gate (vertical or horizontal) to permit loading at the facility.

Contract haulers must be available to haul with minimal notice (< 12 hours notice) and must be able to start as early as 6 am MST, five days per week. Contractors will be making one trip per day under winter driving conditions. Load size haul could vary from as few as 2 to as many as 60 bison per load.

Three types of bids needed:

$ amount/ per loaded mile to haul mature bull bison to slaughter
$ amount/ per loaded mile to haul all other types of bison to slaughter.
$ amount to clean out interior of trailer.

Offeror Notes:

A. This Request for Quote will result in a firm-fixed price per mile and firm-fixed price per trailer sanitation purchase order(s) for transportation of bison to slaughter facilities in Yellowstone Park vicinity (Idaho, Montana, Wyoming and South Dakota).

B. The amounts listed in CLINS 01, 02 and 03 are only estimated amounts and contractor(s) will only be reimbursed for actual loaded miles and trailer disinfections used. Contractors should not rely on the estimated amounts as these are only our best guess at this time. Any orders issued will be funded at an estimated NTE (not-to-exceed) amount after which verbal orders will be issued within order NTE amounts per the direction of the Contracting Officer Representative (COR) Rebecca Frey. Contractor is not authorized to exceed the NTE amount without prior written approval from authorized Contracting Officer.

C. Cleaning and disinfection must be accomplished with high pressure sprayer and bleach (1% solution: 1 part household bleach to 4 parts water—left on surface for 10 minutes before rinsing) per COR instructions. Cleaning must be accomplished, at a minimum, at the commencement of each bison hauling session. Cleaning and disinfecting must be accomplished, at a minimum, at the conclusion of each bison hauling session.

D. One or more purchase orders may be issued as a result of this RFQ (Request for Quote) at not-to-exceed amounts. Issuance of actual verbal work orders within the not-to-exceed amounts will be dependent on contractor’s availability, proximity to necessary routes, total price, performance and delivery times.

E. Period of Performance: February 1, 2011 until need for bison hauling ceases which will be no later than July 31, 2011.
F. All personnel providing service under this contract are unofficial representatives of the United States Government and shall maintain a professional demeanor at all times. Inappropriate behavior may constitute grounds for contract termination.

G. The Government shall arrange for all necessary security services in support of this contract.

H. Invoicing: Submit invoices to the following address:

Clint Cates  
Western Regional Office, Veterinary Services  
2150 Centre Avenue, Building B, Mailstop 3E13; Fort Collins, CO 80526-8117  
Phone: (970) 494-7358  
e-mail: clint.e.cates@aphis.usda.gov

III. CONTRACT CLAUSES

The following contract clauses are applicable to any awarded purchase orders: (The full text of the clauses can be found at http://farsite.hill.af.mil/vffar1.htm)

52.212-4 -- Contract Terms and Conditions -- Commercial Items. (Jun 2010)

52.212-5 -- Contract Terms and Conditions Required to Implement Statutes or Executive Orders -- Commercial Items (Jan 2011)

(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)).


(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.]


(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)).


(6) 52.209-6, Protecting the Government’ Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment (Dec 2010) (31 U.S.C. 6101 note). (Applies to contracts over $30,000). (Not applicable to subcontracts for the acquisition of commercially available off-the-shelf items).

(7) 52.219-3, Notice of Total HUBZone Set-Aside or Sole-Source Award (Jan 2011) (15 U.S.C. 657a).

(8) 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).

(9) [Reserved]


(ii) Alternate I (Oct 1995) of 52.219-6.

(iii) Alternate II (Mar 2004) of 52.219-6.


(iii) Alternate II (Mar 2004) of 52.219-7.

(12) 52.219-8, Utilization of Small Business Concerns (Jan 2011) (15 U.S.C. 637(d)(2) and (3)).

(13) (i) 52.219-9, Small Business Subcontracting Plan (Jan 2011) (15 U.S.C. 637 (d)(4)).


(iii) Alternate II (Oct 2001) of 52.219-9.

(iv) Alternate III (July 2010) of 52.219-9.

(14) 52.219-14, Limitations on Subcontracting (Dec 1996) (15 U.S.C. 637(a)(14)).


(16) (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.


(20) 52.219-28, Post Award Small Business Program Rerepresentation (Apr 2009) (15 U.S.C. 632(a)(2)).

(21) 52.222-3, Convict Labor (June 2003) (E.O. 11755).

(22) 52.222-19, Child Labor—Cooperation with Authorities and Remedies (Jul 2010) (E.O. 13126).

(23) 52.222-21, Prohibition of Segregated Facilities (Feb 1999).


(27) 52.222-37, Employment Reports on Veterans (Sep 2010) (38 U.S.C. 4212).

(28) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (Dec 2010) (E.O. 13496).

(29) 52.222-54, Employment Eligibility Verification (Jan 2009). (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.)

(30) (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.)


(ii) Alternate I (Dec 2007) of 52.223-16.

(33) 52.223-18, Contractor Policy to Ban Text Messaging while Driving (Sep 2010) (E.O. 13513).


(iii) Alternate II (Jan 2004) of 52.225-3.

(37) 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).

(38) 52.226-4, Notice of Disaster or Emergency Area Set-Aside (Nov 2007) (42 U.S.C. 5150).

(39) 52.226-5, Restrictions on Subcontracting Outside Disaster or Emergency Area (Nov 2007) (42 U.S.C. 5150).


(43) 52.232-34, Payment by Electronic Funds Transfer—Other Than Central Contractor Registration (May 1999) (31 U.S.C. 3332).


(46) (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.]


(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 (Dec 2010) (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) [Reserved]

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


   (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.


   (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)).


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(xii) 52.222-54, Employment Eligibility Verification (Jan 2009).

(xiii) 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.

(xiv) 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.