

INFORMATION TO OFFERORS

Request For Quotes (RFQ) No. R6-OLY-4-23-M

PROJECT DESCRIPTION: Alpine Lakes/Clearwater Trail Maint.

QUOTATION RECEIPT DATE: **July 1, 2004 @ 4:00** (PDT), at USDA Olympic National Forest, 1830 Black Lake Blvd. SW, Suite A, Olympia, WA 98512-5623. There will not be a public bid opening, nor releasable quote results as this is a negotiated procurement.

THE FOLLOWING INFORMATION FOR THIS PROJECT MUST BE COMPLETED AND PROVIDED WHEN SUBMITTING YOUR QUOTATION:

- 1. Standard Form (SF) 18, Request for Quotation**
- 2. Section K – Representations, Certifications, and Other Statements of Offerors or Respondents**
- 3. Amendments to Solicitation (*if any*)**
- 4. Past and Current Contract Information Sheets**

NOTE: FACSIMILE TRANSMISSION OF QUOTATIONS, MODIFICATIONS, OR OTHER CONTRACTUAL DOCUMENTS WILL BE ACCEPTED UNDER THIS SOLICITATION AND RESULTANT CONTRACT. Fax quotations to: 360-956-2277.

Direct any questions to Justin Holder, Contracting Officer,
(360) 956-2273; FAX: (360) 956-2277, E-Mail: jholder@fs.fed.us

REQUEST FOR QUOTATION (THIS IS NOT AN ORDER)			THIS RFQ <input checked="" type="checkbox"/> IS <input type="checkbox"/> IS NOT A SMALL BUSINESS SET- ASIDE			PAGE OF PAGES 1 22	
1. REQUEST NO. R6-OLY-4-23-M		2. DATE ISSUED 06/16/2004		3. REQUISITION/PURCHASE REQUEST NO.		4. CERT. FOR NAT.DEF. UNDER BDSA REG. 2 AND/OR DMS REG. 1	
5a. ISSUED BY USDA Forest Service Olympic National Forest 1835 Black Lake Blvd. SW, Suite A Olympia, WA 98512-5607						6. DELIVER BY (Date) Project work is to be completed by 11/01/2004. Anticipated date for issuance of a Notice to Proceed is on or about 07/15/2004.	
5b. FOR INFORMATION CALL (NO COLLECT CALLS)							
NAME			TELEPHONE NUMBER			7. DELIVERY <input type="checkbox"/> FOB DESTINATION	
Justin Holder			360 956-2273			<input type="checkbox"/> OTHER (See Schedule)	
8. TO:							
a. NAME				b. COMPANY			
c. STREET ADDRESS				b. STREET ADDRESS			
d. CITY				c. CITY			
e. STATE				d. STATE			
f. ZIP CODE				e. ZIP CODE			
10. PLEASE FURNISH QUOTATIONS TO THE ISSUING OFFICE IN BLOCK 5A ON OR BEFORE CLOSE OF BUSINESS 07/01/2004 – 4:00 PDT				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)

**Alpine Lakes/Clearwater Trail Maintenance
Snoqualmie Ranger District**

Please place your quote in Section B – Schedule of Items

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												
b. STREET ADDRESS						16. SIGNER				b. TELEPHONE		
c. COUNTY						a. NAME (Type or print)				AREA CODE		
d. CITY			e. STATE		f. ZIP CODE		c. TITLE (Type or Print)				NUMBER	

PART I—THE SCHEDULE

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

Trail Name	Trail No.	Quantity	Unit	Unit Price	TOTAL BID
Rock Creek	1013.1	2.4	km	\$	\$
Bare Mountain	1037.1	2.4	km	\$	\$
Sunday Lake	1000.1	1.8	km	\$	\$
Denny Creek	1014.1	2.4	km	\$	\$
Mt. Defiance	1009	7.0	km	\$	\$
Pratt Lake Trail	1007.1	2.2	km	\$	\$
Melakwa Lake Trail	1011.1	1.1	km	\$	\$
Snoqualmie Lake Trail	1002.1	2.7	km	\$	\$

22.0 km

SUBTOTAL Alpine Lakes Wilderness BRUSHING = \$ _____

Trail Name	Trail No.	Quantity	Unit	Unit Price	TOTAL BID
Carbon Trail	1179	11.2	km	\$	\$
Bearhead Trail	1179.1	1.3	km	\$	\$

12.5 km

SUBTOTAL Clearwater Wilderness - BRUSHING = \$ _____

Trail Name	Trail No.	Quantity	Unit	Unit Price	TOTAL BID
Frog Mtn.	1180	5.0	km	\$	\$

5.0 km

SUBTOTAL Non-Wilderness - BRUSHING = \$ _____

TOTAL All Items = \$ _____

SECTION C--DESCRIPTION/SPECIFICATIONS/STATEMENT OF WORK**C.1 Description and Location:**

The purpose and intent of this solicitation is to secure services for wilderness (32.6 km) and non-wilderness trail brushing (5.0 kkm) of trails listed in the Project Schedule and as shown on the attached maps. Trails to be maintained are located on the Snoqualmie Ranger District of the Mt. Baker-Snoqualmie National Forest. Trails are located in the Alpine Lakes Wilderness Area and the Clearwater Wilderness Area. A short non-wilderness segment is an access trail to the Clearwater Wilderness Area. See attached Detailed Trail Information Sheets and Project Area Maps for specific locations.

This project will maintain existing trails. Trails to be brushed are generally located in old growth forests. Brush varies by trail but typically includes huckleberry, salmonberry, small trees and branches, and herbaceous annual vegetation.

Specific directions to each trail are available through the area offices.

North Bend Area 42404 SE. North Bend Way North Bend, WA 98045 (425)888-1421 Contact: Bill Sobieralski	White River Area 857 Roosevelt E. Enumclaw, Wa 98022 (360)825-6585 Contact: Bob Pacific
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Technical specifications are contained in applicable sections in FOREST SERVICE STANDARD SPECIFICATIONS FOR CONSTRUCTION AND MAINTENANCE OF TRAILS, EM-7720-103, September 1996. This book may be obtained at:

Superintendent of Documents
U.S. Government Printing Office or
Washington, DC 20402

Superintendent of Documents
U.S. Government Printing Office
Seattle, WA 98174
(206) 553-4270

These specifications are included by reference only. The requirements contained in these Standard Specifications are hereby made a part of this solicitation and any resultant contract.

Standard Specifications and Special Project Specifications which are applicable to this contract are listed in the attached Specification List. The Special Project Specifications are physically attached.

Contractor shall notify the Contracting Officer's Representative (COR) when leaving the project area for three or more days and within 24 hours after returning to the project area. Each week, unless otherwise approved, the Contractor shall report his location and progress of work in writing to the COR to permit timely inspection and acceptance of completed work by the Government.

C.2 Contractor's Quality Assurance Control Plan:

The contractor shall provide a quality control plan at the pre-work meeting. This plan shall describe the Contractor's method for ensuring all work meets the statement of work.

The Contractor shall, within 5 days from receipt of a request from the CO, submit a time chart or schedule of proposed progress to ensure completion of the work within the time set forth in the contract. The maintenance schedule shall be approved in advance by the CO. If the Contractor's progress falls behind that scheduled the Contractor shall take such action as necessary to improve his progress; in addition the CO may require the Contractor to submit a revised schedule and proposed plan of work to ensure completion of the work within the time(s) set forth in the contract.

C.3 Obligation of the Contractor:

Contractor shall furnish all supplies, materials, tools, equipment, labor, supervision and transportation to do the required work. Each week, unless otherwise approved, the Contractor shall report his location and progress of work in writing to the Contracting Officer's Representative (COR) to permit timely inspection and acceptance of completed work by the Government.

C.4 Obligation of the Government:

When required by the specifications or drawings, the locations of special work items will be staked on the ground by the government.

C.5 Measurement and Payment:

- (a) All quantities are based on wheeled trail logs.
- (b) Refer to Standard Specifications 906 and 907 for details on measurement and payment.

C.6 Safety:

The contractor shall provide the crew with proper safety equipment, which includes, but is not limited to: Hardhats, hearing protection, eye protection, gloves, chaps, nonskid boots, etc.

The Contractor and the Contractor's employees shall adhere to all safety regulations and guidelines applicable to this type of work. It is the contractor's responsibility to know what safety regulations and guidelines are applicable to this type of work.

The Contractor shall provide a written, job-specific safety plan for the inherently hazardous conditions that exist during operations. The Contractor's safety plan shall identify and describe any inherently hazardous conditions and specific actions to reduce these hazards. This plan shall be provided to the Contracting Officer (CO) at the pre-work conference. Work shall not commence on this project if the Contractor fails to provide the CO with a safety plan

Inherently hazardous conditions that could lead to serious injury or loss of life are lacerations from saws, slips and trips from uneven terrain, hidden obstacles of slope of ground, driving and weather conditions. The hazardous conditions applicable to this type of work are not limited to those listed above.

C.7 Definitions of Technical Specification Terms:

Definitions of technical terms are included in *Attachment D*, Special Project Specifications.

C.8 Performance Requirements:

- a. Adhere to all Standard Specifications, Special Specification, and Drawings for the Maintenance of Trails.
- b. Communicate with the CO and COR as to progress, location, and completion of items.
- c. Adhere to all requirements of Region 6 Fire Protection Requirements.

C.9 Summary of Performance Requirement

Performance Requirement	Performance Standard	Maximum Allowable Degree of Deviation from Requirement (AQL)	Method of Surveillance	Result or consequences of exceeding the AQL
Complete all trails listed in the SCHEDULE OF ITEMS and Attachment B to the technical standards and specifications in Attachments D.	100% of the work on each trail shall be completed in compliance with the technical specifications.	0%	Inspect 100% of the trails listed in SCHEDULE OF ITEMS. The contractor shall be notified promptly as to deficiencies in the work.	Reperformance of work required in the Standard Specifications and Special Specifications.
Communicate with the CO and COR as to progress, work location, and completion of items.	The contractor will provide the COR with a weekly update, as well as prompt notification when the contractor arrives and leaves the area.	0%	Progress schedule and ongoing communication between the contractor and the COR.	Notice of Non-Compliance will be issued and contractor required to correct any deviations from the requirements.
Adhere to all contract requirements listed in Attachment C, Special Contract Requirements. (Environmental and site specific requirements).	The contractor is responsible for adhering to all of the site specific environmental and area requirements outlined.	0%	-Spot Check by CO, COR, or designated Inspector. -Ongoing communication between the contractor and the COR.	Notice of Non-Compliance will be issued and contractor required to correct any deviations from the requirements.
Adhere to all requirements of Region 6 Fire Protection Requirements, Attachment E.	The contractor is responsible for keeping current on specific fire conditions and restrictions for each area covered in this contract.	0%	-Spot Check by CO, COR, or designated Inspector. -Ongoing communication between the contractor and the COR.	Notice of Non-Compliance will be issued and contractor required to correct any deviations from the requirements.

SECTION D--PACKAGING AND MARKING

{For this Solicitation, there are NO clauses in this Section}

SECTION E--INSPECTION AND ACCEPTANCE

E.1 52.246-4 Inspection of Services-Fixed-Price (AUG 1996)

(a) *Definition.* "Services," as used in this clause, includes services performed, workmanship, and material furnished or utilized in the performance of services.

(b) The Contractor shall provide and maintain an inspection system acceptable to the Government covering the services under this contract. Complete records of all inspection work performed by the Contractor shall be maintained and made available to the Government during contract performance and for as long afterwards as the contract requires.

(c) The Government has the right to inspect and test all services called for by the contract, to the extent practicable at all times and places during the term of the contract. The Government shall perform inspections and tests in a manner that will not unduly delay the work.

(d) If the Government performs inspections or tests on the premises of the Contractor or a subcontractor, the Contractor shall furnish, and shall require subcontractors to furnish, at no increase in contract price, all reasonable facilities and assistance for the safe and convenient performance of these duties.

(e) If any of the services do not conform with contract requirements, the Government may require the Contractor to perform the services again in conformity with contract requirements, at no increase in contract amount. When the defects in services cannot be corrected by reperformance, the Government may-

(1) Require the Contractor to take necessary action to ensure that future performance conforms to contract requirements; and

(2) Reduce the contract price to reflect the reduced value of the services performed.

(f) If the Contractor fails to promptly perform the services again or to take the necessary action to ensure future performance in conformity with contract requirements, the Government may-

(1) By contract or otherwise, perform the services and charge to the Contractor any cost incurred by the Government that is directly related to the performance of such service; or

(2) Terminate the contract for default.

SECTION F--DELIVERIES OR PERFORMANCE

F.1 FAR 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): www.arnet.gov/far/

FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1) CLAUSES

- 52.242-15 Stop Work Order (AUG 1989)
- 52.242-17 Government Delay of Work (APR 1984)

F.2 AGAR 452.211-74 Period of Performance (FEB 1988)

The period of performance of this contract is from the date a notice to proceed is issued through October 1, 2004. It is anticipated that a Notice to Proceed will be issued on or about July 15, 2004.

SECTION G--CONTRACT ADMINISTRATION DATA

G.1 AGAR 452.215-73 Post Award Conference (NOV 1996)

A post award conference with the successful offeror is required. It will be scheduled within 15 days after the date of contract award. The conference will be held at a government locations agreed upon by the Contractor and the Contracting Officer.

SECTION H--SPECIAL CONTRACT REQUIREMENTS

H.1 Use of Premises

(a) Before any camp, quarry, borrow pit, storage, detour, or bypass site, other than shown on the drawings, is opened or operated on USDA land or lands administered by the USDA, written permission shall be obtained through the Contracting Officer. A camp is interpreted to include the campsite or trailer parking area of any employee working on the project for the Contractor.

(b) Camp sites and trailer parking areas used by any employee working on the project for the contractor shall be kept neat and clean. There shall be no improvements made to the site.

(c) Unless provided otherwise, the Contractor shall:

- (i) Provide and maintain sanitation facilities for the workforce at the site and
- (ii) Dispose of solid waste in accordance with applicable Federal, State, and local regulations.

H.2 Landscape Preservation

(a) The Contractor shall confine operations to Project Area or other areas designated in contract documents and prevent the depositing of rocks, excavated materials, stumps, or other debris outside of these limits. Material which falls outside of these limits shall be retrieved, disposed of, or incorporated in the work as directed by the Contracting Officer.

(b) Prevention of Oil Spills: If the Contractor maintains storage facilities for oil or oil products onsite, appropriate preventive measures shall be taken to ensure that any spill of such oil or oil products does not enter any stream or other waters of the United States or any of the individual states.

Servicing of all equipment shall be done only in the area approved by the Contracting Officer.

If the total oil or oil products storage exceeds 1,320 gallons or if any single container exceeds a capacity of 660 gallons, the Contractor shall prepare a Spill Prevention Control and Countermeasures (SPCC) Plan. Such plan shall meet applicable EPA requirements (40 CFR 112) including certification by a registered professional engineer.

The Contractor will be required to make reasonable attempts to preserve the scenic and natural environment along this construction project.

(c) Trash and Refuse: Contractor shall remove all of his own trash and refuse from the contract area. Material to be removed includes, but is not limited to; used engine oil, oil filters, oil cans, grease cartridges, camp refuse such as tin cans, paper, garbage, etc. This material must be removed to a State, County, or Municipality designated solid waste disposal area.

(d) Tree and Bark Damage: Trees used as anchors or spar poles for cable yarding of construction materials (i.e.: bridge beams, barrier logs) shall be protected from bark damage and girdling. Chokers (nylon web, chains, or cable) shall be shimmed and will not have direct contact with live bark.

H.3 Use of Motorized Equipment

The use of motorized trail construction equipment, and motorized trail transportation equipment, including power tools, is prohibited within designated wilderness areas. Blasting is permitted in accordance with Federal and State laws, and within the seasonal restrictions listed below.

H.4 Seasonal Restrictions and Closures:

<u>EQUIPMENT / ACTIVITY</u>	<u>OPERATING SEASONS NON-Wilderness Trails</u>	<u>OPERATING SEASONS Wilderness Trails</u>
Chain Saws	Allowed	Not Allowed
Gasoline Brushers	Allowed	Not Allowed
Power Wheelbarrow	Allowed	Not Allowed
Helicopters (Aviation Safety Plan Required)	Not needed	Not Allowed
Blasting	Non needed	Non needed

These restrictions are based on wilderness regulations or habitat needs of Threatened and Endangered species such as the Northern Spotted Owl, Marbled Murrelets, Grizzly Bears, and others. Wildlife restrictions are site specific and may vary from trail to trail depending on the habitat in the vicinity of the trail.

H.5 Use of Pack and Saddle Animals

Specific restrictions concerning pack and saddle animals are located in Attachment A, Detailed Trail Information.

ON TRAILS OPEN TO PACK AND SADDLE ANIMALS THE FOLLOWING ORDERS PERTAINING TO PACK AND SADDLE ANIMALS USED TO TRANSPORT MATERIALS EQUIPMENT, SUPPLIES, AND/OR CREW MEMBERS APPLY:

- (1) Possessing or transporting any livestock feed other than processed feed. (Processed feed includes any type of commercially available feed that does not contain viable plant seeds. Certified weed free hay may contain viable plant seeds and is not considered processed under this definition.)
- (2) Entering or being in the wilderness with a group consisting of a combination of persons and pack and saddle animals exceeding 12 in total number. (Pack and saddle animals include the following: all horses, mules, burros, donkeys, llamas, goats, and other animals commonly used for packing gear or carrying a rider.)
- (3) Grazing of livestock within 200 feet of any lake or stream.
- (4) These restrictions are based on Cascade Mt. Wilderness Regulations and Best Management Practices for the Prevention of Noxious Weeds, Amendment #14, Mt. Baker-Snoqualmie National Forest Land Management Plan, 10/25/99. In addition the following stock practices shall be followed:
 - (A) Stock camps will be as designated by the CO and length of stay will be determined by the CO. In general, duration will be limited to delivery of materials and supplies. Contractor should not expect to board stock at site for duration of project unless approved by the CO in advance.
 - (B) Use of stock will be allowed for the transport of materials and supplies as needed for this project. Stock will not be allowed at work site unless specifically needed for completion of the project. Such use will be approved, in advance, by the CO.
 - (C) All stock shall be contained by approved low impact methods including high lines, electric fence or corral, well away from the trail or as approved by CO. Other methods of containment allowed as approved by the CO. Stock will be confined at all times except when delivering materials and supplies. No permanent improvements shall be made.

H.6 AGAR 452.236-74 – Control of Erosion, Sedimentation and Pollution (Feb 1988)

- (a) Operations shall be scheduled and conducted to minimize erosion of soils and to prevent silting and muddying of streams, rivers, irrigation systems, and impoundments (lakes, reservoirs, etc.).
- (b) Pollutants such as fuels, lubricants, bitumen's, raw sewage, and other harmful materials shall not be discharged on the ground; into or near rivers, streams, and impoundments; or into natural or manmade channels. Wash water or waste from concrete or aggregate operations shall not be allowed to enter live streams prior to

treatment by filtration, settling, or other means sufficient to reduce the sediment content to not more than that of the stream into which it is discharged.

H.7 AGAR 452.236-73 – Archaeological or Historic Sites (Feb 1988)

If a previously unidentified archaeological or historic site(s) is encountered, the Contractor shall discontinue work in the general area of the site(s) and notify the Contracting Officer immediately.

H.8 Clean-Up

The following is in addition to FAR Clause 52.236-12.

The contractor shall remove all stakes, tags, and plastic flagging located within 50 feet of the completed trail centerline for the entire length of the project within 5 days after the final acceptance of all other work on the project.

Before final acceptance, all areas occupied by the contractor in connection with the work shall be cleaned of all Contractor's rubbish, excess materials, temporary structures, and equipment, and all parts of the work area shall be left in a neat and presentable condition.

H.9 AGAR 452.236-77 – Emergency Control (Feb 1988)

(a) Contractor's Responsibility of Fighting Fire. The Contractor, under the direction of the Forest Supervisor or, in the absence of said officer, acting independently, shall immediately extinguish all fires on or in the vicinity of the project. If it is determined subsequently by the Contracting Officer that a fire was caused by the Contractor or the Contractor's agents or employees, whether caused directly or indirectly as a result of Contractor operations, the Contractor's cost relating to extinguishing the fire shall not be reimbursed by the Government and shall be the sole responsibility of the Contractor. In addition, the Contractor may be held liable for all damages on costs incurred by the Government for labor subsistence, equipment, supplies, and transportation deemed necessary to suppress a fire set or caused by the Contractor or the Contractor's agent or employees.

(b) Contractor's Responsibility for controlling Other Emergencies. When requested by the Contracting Officer, the Contractor shall allow the Forest Service to temporarily use not less than the current area rate established by the Forest Service. Employees and equipment will be released from emergency operations when other labor and equipment adequate for the protection of the area is obtained.

H.10 Fire Protection Requirements

The following fire requirements are attached in Section J and are applicable:

1. Fire Protection and Suppression, R6-FS-6300-50 (4/87)
2. Additional Fire Precautionary Measures - Communications, R6-FS-6300-54 (2/84)
3. Fire Plan, R6-FS-6300-55 (2/84) (FORM WILL BE PROVIDED AT POST AWARD CONFERENCE).

H.11 Additional Fire Requirements

All disposal by burning shall require a burning permit issued by the Snoqualmie District Ranger and administered by the COR. Burning permits provide for:

- (1) Restriction on prohibition of burning during declared periods of fire danger in accordance with State Fire Law.
- (2) Restriction on prohibition of burning on a day-by-day basis when smoke dispersion values require such restriction in order to maintain air quality standards in accordance with State air pollution abatement procedures.
- (3) Area or location of burning.
- (4) Material to be burned.
- (5) Beginning and ending dates.
- (6) Safeguards: Including help and equipment to control the fire.
- (7) Patrol needed on the fire until the fire is out.

H.12 Responsibility for Blasting

The use of explosives is not expected for the completion of this project.

H.13 Use of Helicopters

The use of helicopters is not permitted for this project.

H.14 Barricades, Warning Signs, And Other Devices

Approved signs shall be placed at the trailhead and all trail junctions to notify the public of the maintenance activity.

H.15 Maintenance of Traffic

- 1) Flight Operations: The trail and staging areas will be closed to the public during all flight operations. A lookout will be posted at the trailhead, at staging areas, and 1/2 mile from the staging area and drop zone on all trails or roads accessing these areas. Closures will be posted at the trailhead.
- 2) Blasting Operations: See RESPONSIBILITIES FOR BLASTING, paragraph (b) -(d).

H.16 Other Contractors

Other Contractor(s) may be working adjacent to the project site. The Contractor shall fully cooperate with the other Contractor(s), including planning and notification of blasting activities.

H.17 AGAR 452.236-76 – Samples and Certificates (Feb 1988)

When required by the specifications or the Contracting Officer, samples, certificates, and test data shall be submitted after award of the contract, prepaid, in time for proper action by the Contracting Officer or his/her designated representative. Certificates and test data shall be submitted in triplicate to show compliance of materials and construction specified in the contract performance requirements. Samples shall be submitted in duplicate by the Contractor, except as otherwise specified, to show compliance with the contract requirements. Materials or equipment for which samples, certifications or test data are required shall not be used in the work until approved in writing by the Contracting Officer.

H.18 Product Substitutions, Shop Drawings and Material Certification

Any modification of other items, designs, materials, products or equipment (including Government-furnished property), made necessary because of a substitution, will be the responsibility of the Contractor without adjustment in contract price or time. The Contracting Officer's approval of any substitute will not affect the Contractor's responsibility for such modification. Any and all substitutions will be requested by the Contractor after award of the contract has been made. No approvals will be made prior to award.

PART II--CONTRACT CLAUSES**SECTION I--CONTRACT CLAUSES****I.1 FAR 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):

www.arnet.gov/far/

www.usda.gov/procurement/policy/agar.html

FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1) CLAUSES

- 52.209-6 Protecting the Government's Interest when Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment (JUL1995)
- 52.215-8 Order of Precedence--Uniform Contract Format (OCT 1997)
- 52.219-6 Notice of Total Small Business Set-Aside (JUN 2003)
- 52.222-3 Convict Labor (JUN 2003)
- 52.222-21 Prohibition of Segregated Facilities (FEB 1999)
- 52.222-26 Equal Opportunity (APR 2002)
- 52.222-35 Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and other Eligible Veterans (DEC 2001) (*Applicable if contract exceeds \$25,000*)
- 52.222-36 Affirmative Action for Workers with Disabilities (JUN 1998) (*Applicable if contract exceeds \$10,000*)
- 52.222-37 Employment Reports on Special Disabled Veterans, Veterans of the Vietnam Era, and other Eligible Veterans (DEC 2001) (*Applicable if contract exceeds \$25,000*)
- 52.222-41 Service Contract Act of 1965, as Amended (MAY 1989)
- 52.223-5 Pollution Prevention and Right-to-Know Information (AUG 2003)
- 52.223-6 Drug-Free Workplace (MAY 2001) (*Applicable if contract is awarded to an individual*)
- 52.225-13 Restrictions on Certain Foreign Purchases (DEC 2003)

52.232-1	Payments (APR 84)
52.232-8	Discounts for Prompt Payment (FEB 2002)
52.232-11	Extras (APR 1984)
52.232-23	Assignment of Claims (JAN 1986)
52.232-25	Prompt Payment (OCT 2003)
52.232-33	Payment by Electronic Funds Transfer – Central Contractor Registration (OCT 2003)
52.233-1	Disputes (JULY 2002)
52.233-3	Protest After Award (AUG 1996)
52.237-2	Protection of Government Buildings, Equipment, and Vegetation (APR 1984)
52.243-1	Changes--Fixed-Price (AUG 1987)--Alternate I (APR 1984)
52.245-1	Property Records (APR 1984)
52.245-4	Government-Furnished Property (Short Form) (JUN 2003)
52.249-1	Termination for Convenience of the Government (Fixed-Price) (Short From) (APR 1984)
52.249-8	Default (Fixed-Price Supply and Service) (APR 1984)
52.253-1	Computer Generated Forms (JAN 1991)

AGRICULTURE ACQUISITION REGULATION (48 CFR CHAPTER 4) CLAUSES

452.237-70	Loss, Damage, Destruction or Repair (FEB 1988)
452.237-75	Restrictions Against Disclosure (FEB 1988)

I.2 52.204-7 Central Contractor Registration (Oct 2003)

(a) Definitions. As used in this clause-

"Central Contractor Registration (CCR) database" means the primary Government repository for Contractor information required for the conduct of business with the Government.

"Data Universal Numbering System (DUNS) number" means the 9-digit number assigned by Dun and Bradstreet, Inc. (D&B) to identify unique business entities.

"Data Universal Numbering System +4 (DUNS+4) number" means the DUNS number assigned by D&B plus a 4-character suffix that may be assigned by a business concern. (D&B has no affiliation with this 4-character suffix.) This 4-character suffix may be assigned at the discretion of the business concern to establish additional CCR records for identifying alternative Electronic Funds Transfer (EFT) accounts (see the FAR at Subpart 32.11) for the same parent concern.

"Registered in the CCR database" means that-

- (1) The Contractor has entered all mandatory information, including the DUNS number or the DUNS+4 number, into the CCR database; and
- (2) The Government has validated all mandatory data fields and has marked the record "Active".

- (b) (1) By submission of an offer, the offeror acknowledges the requirement that a prospective awardee shall be registered in the CCR database prior to award, during performance, and through final payment of any contract, basic agreement, basic ordering agreement, or blanket purchasing agreement resulting from this solicitation.

(2) The offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation "DUNS" or "DUNS +4" followed by the DUNS or DUNS +4 number that identifies the offeror's name and address exactly as stated in the offer. The DUNS number will be used by the Contracting Officer to verify that the offeror is registered in the CCR database.

(c) If the offeror does not have a DUNS number, it should contact Dun and Bradstreet directly to obtain one.

(1) An offeror may obtain a DUNS number-

(i) If located within the United States, by calling Dun and Bradstreet at 1-866-705-5711 or via the Internet at <http://www.dnb.com>; or

(ii) If located outside the United States, by contacting the local Dun and Bradstreet office.

(2) The offeror should be prepared to provide the following information:

(i) Company legal business.

(ii) Tradestyle, doing business, or other name by which your entity is commonly recognized.

(iii) Company Physical Street Address, City, State, and Zip Code.

(iv) Company Mailing Address, City, State and Zip Code (if separate from physical).

(v) Company Telephone Number.

(vi) Date the company was started.

(vii) Number of employees at your location.

(viii) Chief executive officer/key manager.

(ix) Line of business (industry).

(x) Company Headquarters name and address (reporting relationship within your entity).

(d) If the Offeror does not become registered in the CCR database in the time prescribed by the Contracting Officer, the Contracting Officer will proceed to award to the next otherwise successful registered Offeror.

(e) Processing time, which normally takes 48 hours, should be taken into consideration when registering. Offerors who are not registered should consider applying for registration immediately upon receipt of this solicitation.

(f) The Contractor is responsible for the accuracy and completeness of the data within the CCR database, and for any liability resulting from the Government's reliance on inaccurate or incomplete data. To remain registered in the CCR database after the initial registration, the Contractor is required to review and update on an annual basis from the date of initial registration or subsequent updates its information in the CCR database to ensure it is current, accurate and complete. Updating information in the CCR does not alter the terms and conditions of this contract and is not a substitute for a properly executed contractual document.

(g) (1) (i) If a Contractor has legally changed its business name, "doing business as" name, or division name (whichever is shown on the contract), or has transferred the assets used in performing the contract, but has not completed the necessary requirements regarding novation and change-of-name agreements in Subpart 42.12, the Contractor shall provide the responsible Contracting Officer a minimum of one business day's written notification of its intention to (A) change the name in the CCR database; (B) comply with the requirements of Subpart 42.12 of the FAR; and (C) agree in writing to the timeline and procedures specified by the responsible Contracting Officer. The Contractor must provide with the notification sufficient documentation to support the legally changed name.

(ii) If the Contractor fails to comply with the requirements of paragraph (g)(1)(i) of this clause, or fails to perform the agreement at paragraph (g)(1)(i)(C) of this clause, and, in the absence of a properly executed novation or change-of-name agreement, the CCR information that shows the Contractor to be other than the Contractor indicated in the contract will be considered to be incorrect information within the meaning of the "Suspension of Payment" paragraph of the electronic funds transfer (EFT) clause of this contract.

(2) The Contractor shall not change the name or address for EFT payments or manual payments, as appropriate, in the CCR record to reflect an assignee for the purpose of assignment of claims (see FAR Subpart 32.8, Assignment of Claims). Assignees shall be separately registered in the CCR database. Information provided to the Contractor's CCR record that indicates payments, including those made by EFT, to an ultimate recipient other than that Contractor will be considered to be incorrect information within the meaning of the "Suspension of payment" paragraph of the EFT clause of this contract.

(h) Offerors and Contractors may obtain information on registration and annual confirmation requirements via the internet at <http://www.ccr.gov> or by calling 1-888-227-2423, or 269-961-5757.

I.3 FAR 52.222-42 Statement of Equivalent Rates for Federal Hires (MAY 1989)

In compliance with the Service Contract Act of 1965, as amended, and the regulations of the Secretary of Labor (29 CFR Part 4), this clause identifies the classes of service employees expected to be employed under the contract and states the wages and fringe benefits payable to each if they were employed by the contracting agency subject to the provisions of 5 U.S.C. 5341 or 5332.

*This Statement is for Information Only:
It Is Not A Wage Determination.*

Employee Class	Monetary Wage--Fringe Benefits
<u>Forestry Tech. (GS-4)</u>	<u>\$10.31</u>
<u>Forestry Tech. (GS-6)</u>	<u>\$12.86</u>

I.4 FAR 52.244-6 Subcontracts for Commercial Items (MAY 2004)

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

"Commercial item" has the meaning contained in the clause at 52.202-1, Definitions.

"Subcontract" includes a transfer of commercial items between divisions, subsidiaries, or affiliates of the Contractor or subcontractor at any tier.

(b) To the maximum extent practicable, the Contractor shall incorporate, and require its subcontractors at all tiers to incorporate, commercial items or nondevelopmental items as components of items to be supplied under this contract.

(c)(1) The following clauses shall be flowed down to subcontracts for commercial items:

- (i) 52.219-8, Utilization of Small Business Concerns (MAY 2004) (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 \$500,000 (\$1,000,000 for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.
- (ii) 52.222-26, Equal Opportunity (APR 2002) (E.O. 11246).
- (iii) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era and Other Eligible Veterans (DEC 2001) (38 U.S.C. 4212(a)).
- (iv) 52.222-36, Affirmative Action for Workers with Disabilities (June 1998) (29 U.S.C. 793).
- (v) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (APR 2003) (46 U.S.C. Appx 1241 and 10 U.S.C. 2631) (flow down required in accordance with paragraph (d) of FAR 52.247-64).

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

(d) The Contractor shall include the terms of this clause, including this paragraph (d), in subcontracts awarded under this contract.

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

SECTION J--LIST OF ATTACHMENTS

A.	Maps.	4 pages
B.	Detailed Trail Information	1 pages
C.	Technical Contract Specifications	7 pages (see next 4 items)
	Specification List	1 page
	Standard Specifications for Maintenance of Trails	1 page
	Special Project Specifications	4 pages
	Standard Trail Drawings, 911-1	1 page
D	Wage Determination No. 1977-0209	10 pages
E.	Region 6, Fire Protection and Suppression Requirements	5 pages
F	Past and Current Contract Information Sheets	2 pages

PART IV--REPRESENTATIONS AND INSTRUCTIONS**SECTION K--REPRESENTATIONS, CERTIFICATIONS, AND
OTHER STATEMENTS OF OFFERORS OR RESPONDENTS****K.1 FAR 52.204-3 Taxpayer Identification (OCT 1998)***(a) Definitions.*

"Common parent," as used in this provision, means that corporate entity that owns or controls an affiliated group of corporations that files its Federal income tax returns on a consolidated basis, and of which the offeror is a member.

"Taxpayer Identification Number (TIN)," as used in this provision, means the number required by the Internal Revenue Service (IRS) to be used by the offeror in reporting income tax and other returns. The TIN may be either a Social Security Number or an Employer Identification Number.

(b) All offerors must submit the information required in paragraphs (d) through (f) of this provision to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325(d), reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M and implementing regulations issued by the IRS. If the resulting contract is subject to the reporting requirements described in Federal Acquisition Regulation (FAR) 4.904, the failure or refusal by the offeror to furnish the information may result in a 31 percent reduction of payments otherwise due under the contract.

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

(d) Taxpayer Identification Number (TIN).

TIN: _____.

___ TIN has been applied for.

___ TIN is not required because:

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

Offeror is an agency or instrumentality of a foreign government;

Offeror is an agency or instrumentality of a Federal, state or local government;

(e) *Type of organization.*

- Sole proprietorship;
 Partnership;
 Corporate entity (not tax-exempt);
 Corporate entity (tax-exempt);
 Government entity (Federal, State, or local);
 Foreign government;
 International organization per 26 CFR 1.6049-4;
 Other _____

(f) *Common Parent.*

Offeror is not owned or controlled by a common parent as defined in paragraph (a) of this provision.

Name and TIN of common parent:

Name _____
TIN _____

K.2 FAR 52.219-1 Small Business Program Representations (MAY 2004)

(a)(1) The North American Industry Classification System (NAICS) code for this acquisition is
115310

(2) The small business size standard is 6 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) *Representations.* (1) The offeror represents as part of its offer that it [] is, [] is not a small business concern.

(2) [Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.] The offeror represents, for general statistical purposes, that it [] is, [] is not, a small disadvantaged business concern as defined in 13 CFR 124.1002.

(3) [Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.] The offeror represents as part of its offer that it [] is, [] is not a women-owned small business concern.

(4) [Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.] The offeror represents as part of its offer that it [] is, [] is not a veteran-owned small business concern.

(5) [Complete only if the offeror represented itself as a veteran-owned small business concern in paragraph (b)(4) of this provision.] The offeror represents as part of its offer that it [] is, [] is not a service-disabled veteran-owned small business concern.

(6) [Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.]

The offeror represents, as part of its offer, that –

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

(ii) It [] is, [] is not a joint venture that complies with the requirements of 13 CFR part 126, and the representation in paragraph (b)(6)(i) of this provision is accurate for the HUBZone small business concern or concerns that are participating in the joint venture. [*The offeror shall enter the name or names of the HUBZone small business concern or concerns that are participating in the joint venture:_____*]. Each HUBZone small business concern participating in the joint venture shall submit a response signed copy of the HUBZone representation.

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

"Service-disabled veteran-owned small business concern"--

(1) Means a small business concern--

(i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and

(ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a service-disabled veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.

(2) Service-disabled veteran means a veteran, as defined in 38 U.S.C. 101(2), with a disability that is service-connected, as defined in 38 U.S.C. 101(16).

"Small business concern" means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR part 121 and the size standard in paragraph (a) of this provision.

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

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

(2) The management and daily business operations of which are controlled by one or more veterans.

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

(1) That is at least 51 percent owned by one or more women; or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and

(2) Whose management and daily business operations are controlled by one or more women.

(d) *Notice.* (1) If this solicitation is for supplies and has been set aside, in whole or in part, for small business concerns, then the clause in this solicitation providing notice of the set-aside contains restrictions on the source of the end items to be furnished.

(2) Under 15 U.S.C. 645(d), any person who misrepresents a firm's status as a small, HUBZone small, small disadvantaged, or women-owned small business concern in order to obtain a contract to be awarded under the preference programs established pursuant to section 8(a), 8(d), 9, or 15 of the Small Business Act or any other provision of Federal law that specifically references section 8(d) for a definition of program eligibility, shall--

- (i) Be punished by imposition of fine, imprisonment, or both;
- (ii) Be subject to administrative remedies, including suspension and debarment; and
- (iii) Be ineligible for participation in programs conducted under the authority of the Act.

K.3 FAR 52.222-22 Previous Contracts and Compliance Reports (FEB 1999)

The offeror represents that--

- (a) It [] has, [] has not participated in a previous contract or subcontract subject to the Equal Opportunity clause of this solicitation;
- (b) It [] has, [] has not filed all required compliance reports; and
- (c) Representations indicating submission of required compliance reports, signed by proposed subcontractors, will be obtained before subcontract awards.

K.4 FAR 52.222-25 Affirmative Action Compliance (APR 1984)

The offeror represents that--

- (a) It [] has developed and has on file, [] has not developed and does not have on file, at each establishment, affirmative action programs required by the rules and regulations of the Secretary of Labor (41 CFR 60-1 and 60-2); or
- (b) It [] has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.

SECTION L--INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS OR RESPONDENTS**L.1 FAR 52.252-1 Solicitation Provisions Incorporated by Reference (FEB 1998)**

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

www.arnet.gov/far/

www.usda.gov/procurement/policy/agar.html

FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1)

- 52.204-6 Data Universal Numbering System (DUNS) (OCT 2003)
- 52.215-1 Instructions to Offerors--Competitive Acquisition (JAN 2004)
- 52.237-1 Site Visit (APR 1984)

AGRICULTURE ACQUISITION REGULATIONS (48 CFR CHAPTER 4) CLAUSES

- 452.204-70 Inquiries (FEB 1988)

L.2 FAR 52.215-5 Facsimile Proposals (OCT 1997)

- (a) *Definition.* "Facsimile proposal," as used in this provision, means a proposal, revision or modification of a proposal, or withdrawal of a proposal that is transmitted to and received by the Government via facsimile machine.
- (b) Offerors may submit facsimile proposals as responses to this solicitation. Facsimile proposals are subject to the same rules as paper proposals.
- (c) The telephone number of receiving facsimile equipment is: **360-956-2277**
- (d) If any portion of a facsimile proposal received by the Contracting Officer is unreadable to the degree that conformance to the essential requirements of the solicitation cannot be ascertained from the document--
 - (1) The Contracting Officer immediately shall notify the offeror and permit the offeror to resubmit the proposal.
 - (2) The method and time for resubmission shall be prescribed by the Contracting Officer after consultation with the offeror; and
 - (3) The resubmission shall be considered as if it were received at the date and time of the original unreadable submission for the purpose of determining timelines, provided the offeror complies with the time and format requirements for resubmission prescribed by the Contracting Officer.

(e) The Government reserves the right to make award solely on the facsimile proposal. However, if requested to do so by the Contracting Officer, the apparently successful offeror promptly shall submit the complete original signed proposal.

SECTION M--EVALUATION FACTORS FOR AWARD

AWARD DETERMINATION

Award will be made to the quoter (1) whose past performance has allowed for ease of administering projects and (2) whose past performance/cost relationship is the most advantageous to the Government.

EVALUATION FACTORS

Quoters will be evaluated on price, past performance, and experience with projects of this type. Attached is a past and current project information sheet that the quoter must fill out and submit with their quotation. Projects similar in scope to the project outlined in this solicitation should be included to demonstrate the quoter's experience with this type of work.