
PART I—THE SCHEDULE

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

The contractor shall furnish all labor, equipment, supplies, supervision, transportation, and incidentals to perform the work in accordance with the specifications contained herein.

Bid Item 001 - Initial Period – Horse drawn wagon and sleigh rides.
(performance period approx. December 1, 2009 thru March 31, 2010)

Per Sleigh Ride \$ _____

Per Wagon Ride \$ _____

Bid Item 002 - Optional Period 001– Horse drawn wagon and sleigh rides.
(performance period approx. December 1, 2010 thru March 31, 2011)

Per Sleigh Ride \$ _____

Per Wagon Ride \$ _____

Bid Item 003 - Optional Period 002– Horse drawn wagon and sleigh rides.
(performance period approx. December 1, 2011 thru March 31, 2012)

Per Sleigh Ride \$ _____

Per Wagon Ride \$ _____

Bid Item 004 - Optional Period 003– Horse drawn wagon and sleigh rides.
(performance period approx. December 1, 2012 thru March 31, 2013)

Per Sleigh Ride \$ _____

Per Wagon Ride \$ _____

Bid Item 005 - Optional Period 004– Horse drawn wagon and sleigh rides.
(performance period approx. December 1, 2013 thru March 31, 2014)

Per Sleigh Ride \$ _____

Per Wagon Ride \$ _____

Basis of award: Price shall be fair and market value for materials, labor, and incidentals represented in the specifications necessary to complete the project and must include all taxes, all incidental expenses and all direct and indirect costs. Quoted price is assumed to be best and final offer. Award will be based on Best Value to the VCT. Best value is a combination of total price offered, and other technical factors.

Note: All bidders must submit a response to the evaluation criteria listed in the specifications of the solicitation in order to be considered for award. Failure to submit a written proposal responding to the evaluation criteria will result in the offer not being considered for award.

Signature

Date

Federal Tax ID

DUNS #

This request for quotation (RFQ) and any resultant contract that may arise from said RFQ are not governed by Federal laws and regulations that govern procurement by Federal agencies with the exception of Federal Government contracts governing health and safety requirements, wage rates and civil rights.

The Valles Caldera Preserve has established its internal procurement policy which establishes policy and guidelines for effectively acquiring goods and services to meet the purposes of the Valles Caldera Trust (VCT).

This procurement policy includes the following provisions:

The following laws and regulations apply to Trust procurement actions:

- The Davis-Bacon Act, 40 U.S.C. 276a – 276a-7
- The Copeland Anti-Kickback Act, 18 U.S.C. 874; 40 U.S.C. 276c
- The Service Contract Act of 1965, 41 U.S.C. 351-358
- The Contract Work Hours and Safety Standards Act, 40 U.S.C. 327-334
- The Walsh-Healy Act (Public Contracts Act), 41 U.S.C. 35-45
- The Drug-Free Workplace Act of 1988, 41 U.S.C. 701-707
- Executive Order 11141, "Discrimination on the Basis of Age"
- Executive Order 11246, "Equal Opportunity in Federal Employment"

By the acceptance of any resultant contract the offeror/contractor is certifying compliance with the above laws and regulations with regards to wages, workweek, drug free workplace, nondiscrimination, employment opportunity and other activities.

With respect to this solicitation and any resultant contract, the following F.A.R. clauses are hereby incorporated by reference. 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 as clause may be accessed electronically, at this address:
www.arnet.gov/far/

- 52.233-1 Disputes (JULY 2002)
- 52.243-1 Changes—Fixed-Price (AUGUST 1987)
- 52.249.2 Termination for Convenience of the Government (Fixed-Price) (MAY2004)
- 52.249.8 Default (Fixed-Price Supply and Service) (APR 1984)

Insurance: The contractor will be required to provide and maintain the following insurance coverages during the period that operations are conducted on the Valles Caldera National Preserve:

Worker's Compensation, Comprehensive General Liability, Comprehensive Automobile Liability.

Bonds: With respect to construction contracts expected to exceed \$ 500,000 the Valles Caldera Trust may require offerors to provide payment and performance bonds. A bond from a certified bonding company from the U.S. Department of Treasury list of acceptable corporate sureties and reinsuring companies is acceptable or individual sureties must be pledged as security: cash, certificates of deposit or other cash equivalents from a federally insured financial institution, irrevocable letters of credit issued by a federally insured financial institution in the name of the Valles Caldera Trust.

Tax Exemption: The Valles Caldera Trust is exempt from Federal excise taxes levied on the sale or use of products or services, and from state and local sales and use taxes.

Protests: All protests will be made in writing to the Executive Director within 10 business days after the date the protester knows or should have known of the agency action or inaction, which forms the basis of their protest. Protests shall be in writing and at a minimum include a statement of facts, adequate supporting data, and a request for relief. A duly authorized representative of the offeror must sign the protest. Within 30 days, after receipt of the protest, the Executive Director will provide a written report of his/her findings to the protestor and Board of Trustees to sustain, amend, or dismiss the request. The Executive Director's decision shall be the final agency action.

Contract Claims: All claims, arising under or relating to a contract with the Trust will be made in writing to the Executive Director prior to contract closeout. Contract claims shall at a minimum include a statement of facts, adequate supporting data and a request for relief. A duly authorized representative of the offeror must sign the claim. The contractor and Executive Director will attempt to reach a mutually satisfactory agreement after diligently pursuing a solution through discussions and negotiations. Within 60 days, after receipt of the claim, the Executive Director will provide a written report of his/her findings to the contractor and Board of Trustees to sustain, amend, or dismiss the claim. The Executive Director's decision shall be the final agency action.

RFP: Sleigh & Wagon Rides

Scope of Contract

Provide horse drawn wagon and sleigh rides on the Valles Caldera National Preserve on a route or routes approved by the Valles Caldera Trust staff and contractor. Each ride should be a minimum of one hour. The service(s) to be provided will include providing one team(s) of horses or mules together with one passenger wagon capable of carrying a minimum of 16 people and a sleigh capable of carrying a minimum of 12 people, or other equipment as available and mutually agreed upon, and all related equine equipment.

The Valles Caldera Trust agrees to provide personnel needed to handle reservations, any vehicles necessary to transport clients, support and assistance for the wagon or sleigh ride. The Valles Caldera Trust will also provide an interpreter for wagon and sleigh rides. Valles Caldera Trust personnel will be present at the Valles Caldera National Preserve each day that the wagon or sleigh ride is operating.

Wagon/sleigh rides will take place on dates to be determined by the Valles Caldera Trust and the contractor. The exact times are to be arranged in cooperation between the contractor and the Valles Caldera Trust.

The team(s) of horses or mules used in conjunction with this service will be allowed to be kept on the Preserve during the term of the contract. While the Valles Caldera Trust agrees to provide a fenced pasture with a potable water source and available shelter, it is no way responsible for the feeding or watering of the animals.

The Valles Caldera Trust will provide a covered area on the Preserve for the wagon, sleigh, and harness storage but will not be liable for any damage or loss to such equipment.

The Valles Caldera Trust will provide road building/maintenance and snow grooming as needed at their sole expense.

Successful bidder will be allowed access to the Preserve as needed to provide the wagon or sleigh rides and to deliver, remove, and maintain equipment and horses or mules. No access is permitted other than that is needed to perform this operation.

There will be no cancellations unless a hazardous or dangerous condition exists or because of no reservations up to 24 hours prior to a ride. Any and all stipulations regarding to

cancellations of rides due to weather conditions will be mutually determined and agreed by both parties prior to the beginning of the season. If the contractor cancels a ride, a \$150 fee will be assessed and will be paid directly to the Valles Caldera Trust.

All bidders are encouraged to visit the Valles Caldera Trust's web site at www.vallescaldera.gov. Documents the bidder might find useful in the reference document section of the web site include:

- A. Valles Caldera Preservation Act
- B. Framework and Strategic Guidance for Comprehensive Management

This contract requires work in compliance with its terms, specifications, and provisions. This includes furnishing labor, equipment, supervision, transportation, operating supplies, and incidentals.

Contractor must bid on all five years to be accepted.

Location and Description

There are four entrances to the Preserve with direct or easy access from Highway 4 between Jemez Springs and Los Alamos. The main gate is located on Highway 4 at mile marker 39.2, the Bonco Bonito gate at mile marker 30.0, the Redondo Meadow gate at mile marker 27.3, and the Sulphur Canyon gate at mile marker 27.0 (Sulphur Creek Road). Each gate is kept locked, with the exception of the main gate during official public access hours, and the lock combination is changed on a regular basis. The lock combinations will be given to the contractor upon award. Contractor is required to log in/out at each entrance used.

Roads and conditions on the Preserve vary throughout the seasons. All are dirt roads in varying degrees of condition based on when the road was last graded and weather. Weather has a large effect on road conditions. Late summer rain showers can leave roads muddy and slick. Annual temperatures on the Preserve can range from -16°F to 90°F. In winter, snow makes many roads impassable until spring thaw. The two-mile section of road from the main entrance is plowed on weekends when winter recreation is in session, typically December 26 to March 31.

Cell phone coverage across the Preserve is sporadic. Additional precautions need to be taken in the event of an emergency.

Technical Specifications

The contractor is responsible for and agrees to:

1. Conduct horse drawn wagon rides and horse drawn sleigh rides on the Valles Caldera National Preserve with a route or routes approved by the Valles Caldera Trust staff and the contractor.
2. Provide one team(s) of horses or mules together with one passenger wagon capable of carrying a minimum of 16 people and a sleigh capable of carrying a minimum of 12 people, or other equipment as available and mutually agreed upon, and all related equine equipment. A second wagon or sleigh and team may be provided for an additional fee if needed and as mutually agreed upon by the parties.
3. Ensure that the equine animals pulling these wagons and sleighs are trained and desensitized specifically for this purpose, and have not previously been involved in a runaway or other similar situation or incident. Valles Caldera Trust recognizes that there are many things that may scare or "spook" the equine animal including, but not limited to the following: loud noises, gunshots, insects, cars, motorcycles, aircraft, animals, birds, raincoats, ponchos, clothing, lightning, thunder, snow rain, hail, fire, smoke, rocks, streams, springs, water, bridges, culverts, logs, fences, gates, barbed wire, people, or even other equine animals.
4. Make any and all decisions regarding the capability, safety or welfare of the equine animals used for the purpose of wagon and sleigh rides at the Valles Caldera National Preserve.
5. Ensure that the wagon(s), sleigh(s), and all related equine equipment is in sound working order.
6. Provide to the Valles Caldera Trust proof of insurance of at least \$1,000,000, naming the US Government, Valles Caldera Trust as an additional insured. A Certificate of Insurance will remain on file at the Valles Caldera Trust and will be updated as needed.
7. Provide experienced driver(s) for the wagon and sleigh rides. The driver(s) will dress in clean and presentable western clothing for the wagon rides and clean and presentable western/winter clothing for the sleigh rides.
8. Substitute a sleigh ride with a wagon ride due to lack of snow.
9. Rides for special events may be needed and will be ordered through a task order in conjunction with the contract. Length of rides for special events may vary.
10. Provide monthly invoices with contract number included to the Valles Caldera Trust Office located at P.O. Box 359, Jemez Springs, NM 87025.

VCT reserves the right to freeze or put a hold on services due to weather or program activity.

Task orders will be done for specific tasks.

Prices should include all applicable taxes for services.

Contract applies to Valles Caldera Trust sponsored program events and activities. External special use requests do not fall within the service parameters of this contract.

Performance Standards

Award will be based upon best value and past performance. Must bid on all five years to be considered.

- Price
- Experience on the same scale and scope
- Time and schedule
- Responsiveness to the scope of work
- Thoroughness and cleanliness of service
- Professionalism ---- interaction between contractor and VCT staff, volunteers, or visiting public
- Timely submittal of invoices

Bids should be in the following format:

- Cost per wagon ride
- Cost per sleigh ride
- Maximum number of rides contractor can perform in one day

Wagon and Sleigh Ride Services Project Specifications:

Project Scope: The Valles Caldera is interested in seeking horse drawn wagon and sleigh rides for the upcoming winter season. A detailed scope of work is also attached and made a part of this solicitation.

Period of Performance: The period of performance of this contract is approximately December 1, 2009 thru March 31, 2010. Optional performance periods also exist.

Type of Contract: The VCT contemplates the award of a fixed price contract resulting from this solicitation.

Evaluation Factors for Award:

Award will be made to the quoter whose proposal is considered to be the best value to the Government, price and other factors considered. Each quoter shall respond to the following evaluation criteria in order to be considered for award. In the case of no response to a given criteria, zero credit will be given. Past performance shall be approximately equal in importance to Price.

Evaluation Criteria

- 1. Price**
- 2. Past Performance**
- 3. Other Technical Factors**

1.0 PRICE

Although approximately equal in importance to the technical factors, price will contribute significantly to the award decision and will be evaluated as to completeness, price realism and reasonableness. The importance of price will increase as the degree of technical merit differences between competing quotations decreases. If technical factors are considered to be essentially equal in technical merit, price may become the determinative factor in making an award.

2.0 PAST PERFORMANCE

Quoters shall submit the following information as part of their proposal for both the quoter and proposed major subcontractors:

- A. A list of all contracts and subcontracts of similar work started and/or completed during the past three years (2006, 2007 and 2008) and all contracts and subcontracts currently in process.

B. Quoters that are newly formed entities without prior contracts should list contracts and subcontracts as required above for all key personnel. Include the following information for each contract and subcontract:

1. Contract work (e.g., constructed 10,000 SF multi-story office building with parking lot and demolish warehouse)
2. Date contract started and ended (e.g., May 2001 – June 2002) or (May 2001- Present)
3. Name and location of contracting activity (e.g., USDA Forest Service, Carson National Forest, Taos, NM)
4. Contract number (e.g., 50-8173-1-0018)
5. Total contract value of your portion of the work (e.g., \$3,756,890.00 as general contractor or \$455,230 as subcontractor on a \$3,756,890 contract)
6. Administering Contracting Officer and telephone (e.g., Eileen Madison ACO, 505/555-1212)
7. Program manager/COR and telephone (e.g., Joe D. Roberts COR, 505/555-1212)

NOTE: It is incumbent upon quoters to provide their past performance information clearly, completely, and concisely. Providing incomplete past performance evaluation information may result in an quoters being determined nonresponsive and therefore ineligible for further consideration. Quoters with no past performance information will be evaluated neither favorably nor unfavorably.

B. The quoter may provide information on problems encountered on the contracts and subcontracts identified in A above and corrective actions taken to resolve those problems. Quoters should not provide general information on their performance on the identified contracts.

C. The quoter may describe any quality awards or certifications that indicate the quoter possesses a high-quality process for developing and producing the product or service required. Identify what segment of the company (one division or the entire company) that received the award or certification. Describe when the award or certification was bestowed. If the award or certification is over three years old, present evidence that the qualifications still apply.

D. Each quoter will be evaluated on their performance under existing and prior contracts for similar products or services. Performance information will be used for both responsibility determinations and as an evaluation factor against which quoters' relative rankings will be compared to assure best value to the government. The government will focus on information that demonstrates quality of performance relative to the size and complexity of the procurement under consideration. References other than those identified by the quoter may be contacted by the Government with the information received used in the evaluation of the quoter's past performance.

E. Quoters are to provide past performance information in a separable format, with quoter's name and solicitation number and title on top of each numbered page. Do not add extraneous information such as company background/history and/or personnel resumes.

Past Performance will be evaluated based on the following subfactors:

A. Quality of Product or Service – Quality is defined as the demonstrated ability to meet contract specifications and conformance to standards.

B. Timeliness of Performance – Ability to meet the contract time frames or deadlines

C. Business Relations – Business relations are defined as effectiveness of management working relationships and cooperative behavior, such as ability to resolve questions or conflicts between contractor and others.

Evaluation of past performance will be conducted in accordance with FAR Subpart 15.3. Subfactors A, B, and C are of approximately equal importance.

2. Information utilized will be obtained from the references listed in the proposal, other customers known to the Government, consumer protection organizations, and others who may have useful and relevant information. Information may also be considered regarding any significant subcontractors, and key personnel records.

3. Evaluation of past performance will often be subjective based on consideration of all relevant facts and circumstances. It will include a determination of the quoter's commitment to customer satisfaction and will include conclusions of informed judgement. However, the basis for conclusions of judgement will be documented.

4. Award may be made from the initial offers without discussions. However, if discussions are held quoter will be given an opportunity to address unfavorable reports of past performance, if the quoter has not had a previous opportunity to review the rating. Recent contracts will be examined to ensure that corrective measures have been implemented. Prompt corrective action in isolated instances may not outweigh overall negative trends.

5. If an quoter, or the proposed employees for the quoter, do not have a past performance history relating to this solicitation, the quoter will not be evaluated favorably or unfavorably on this factor.

6. Basis for Award: The successful quoter will be that quoter that offers the best overall value for past performance and price considerations. The best price does not mean the lowest price. The best price means the best balance between technical factors and price that has been determined for award by the VCT.