

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS
OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, & 30

1. REQUISITION NUMBER		PAGE 1 OF	
2. CONTRACT NO.	3. AWARD/EFFECTIVE DATE	4. ORDER NUMBER	5. SOLICITATION NUMBER 09-RFQ-001
7. FOR SOLICITATION INFORMATION CALL:  Dennis Trujillo		b. TELEPHONE NUMBER (No collect calls) 505-428-7731	6. SOLICITATION ISSUE DATE 11/17/08
8. OFFER DUE DATE/ LOCAL TIME 11/21/08 4:30 pm			

9. ISSUED BY Valles Caldera Trust P.O. Box 359 Jemez Springs, NM 87025	10. THIS ACQUISITION IS <input type="checkbox"/> UNRESTRICTED OR <input type="checkbox"/> SET ASIDE: % FOR: <input type="checkbox"/> SMALL BUSINESS <input type="checkbox"/> EMERGING SMALL BUSINESS <input type="checkbox"/> HUBZONE SMALL BUSINESS <input type="checkbox"/> SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS <input type="checkbox"/> B(A)
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11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input type="checkbox"/> SEE SCHEDULE	12. DISCOUNT TERMS	13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700) <input type="checkbox"/>	13b. RATING
		14. METHOD OF SOLICITATION <input checked="" type="checkbox"/> RFQ <input type="checkbox"/> IFB <input type="checkbox"/> RFP	

15. DELIVER TO	16. ADMINISTERED BY
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17a. CONTRACTOR/OFFEROR	18a. PAYMENT WILL BE MADE BY
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<input type="checkbox"/> 17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER	18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a UNLESS BLOCK BELOW IS CHECKED <input type="checkbox"/> SEE ADDENDUM
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19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
(Use Reverse and/or Attach Additional Sheets as Necessary)					

25. ACCOUNTING AND APPROPRIATION DATA	26. TOTAL AWARD AMOUNT (For Govt. Use Only)
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<input checked="" type="checkbox"/> 27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4, FAR 52.212-3 AND 52.212-5 ARE ATTACHED. ADDENDA <input type="checkbox"/> ARE <input checked="" type="checkbox"/> ARE NOT ATTACHED	<input type="checkbox"/> 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4, FAR 52.212-5 IS ATTACHED. ADDENDA <input type="checkbox"/> ARE <input checked="" type="checkbox"/> ARE NOT ATTACHED
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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	29. AWARD OF CONTRACT: REF. _____ OFFER DATED _____ YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS:
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30a. SIGNATURE OF OFFEROR/CONTRACTOR	31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER)
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30b. NAME AND TITLE OF SIGNER (Type or print)	30c. DATE SIGNED	31b. NAME OF CONTRACTING OFFICER (Type or print)	31c. DATE SIGNED
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PART I—THE SCHEDULE

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

The bidder may provide quotes on some or all of the listed equipment for snow removal. All equipment must be provided with an operator. Please include an average rental ratio increase for the additional years.

Year one -

Dozer - D5N – D7N or equivalent (minimum flywheel horsepower of 110
and maximum flywheel horsepower of 250) \$ _____
Front End Loader (minimum flywheel horsepower of 180 and maximum
flywheel horsepower of 250) \$ _____
Motor grader with chains (minimum flywheel horsepower of 165 and
maximum flywheel horsepower of 215) \$ _____

Dates: December 15, 2008 – June 15, 2009

Option one, year two

Dozer - D5N – D7N or equivalent (minimum flywheel horsepower of 110
and maximum flywheel horsepower of 250) \$ _____
Front End Loader (minimum flywheel horsepower of 180 and maximum
flywheel horsepower of 250) \$ _____
Motor grader with chains (minimum flywheel horsepower of 165 and
maximum flywheel horsepower of 215) \$ _____

Dates: December 15, 2009 – June 15, 2010

Option two, year three

Dozer - D5N – D7N or equivalent (minimum flywheel horsepower of 110
and maximum flywheel horsepower of 250) \$ _____
Front End Loader (minimum flywheel horsepower of 180 and maximum
flywheel horsepower of 250) \$ _____
Motor grader with chains (minimum flywheel horsepower of 165 and
maximum flywheel horsepower of 215) \$ _____

Dates: December 15, 2010 – June 15, 2011

Option three, year four

Dozer - D5N – D7N or equivalent (minimum flywheel horsepower of 110
and maximum flywheel horsepower of 250) \$ _____
Front End Loader (minimum flywheel horsepower of 180 and maximum
flywheel horsepower of 250) \$ _____
Motor grader with chains (minimum flywheel horsepower of 165 and
maximum flywheel horsepower of 215) \$ _____

Dates: December 15, 2011 – June 15, 2012

Option four, year five

Dozer - D5N – D7N or equivalent (minimum flywheel horsepower of 110
and maximum flywheel horsepower of 250) \$ _____

Front End Loader (minimum flywheel horsepower of 180 and maximum
flywheel horsepower of 250) \$ _____

Motor grader with chains (minimum flywheel horsepower of 165 and
maximum flywheel horsepower of 215) \$ _____

Dates: December 15, 2012 – June 15, 2013

SECTION C--DESCRIPTION/SPECIFICATIONS/STATEMENT OF WORK

SCOPE OF CONTRACT

The Valles Caldera Trust is interested in receiving quotes on the rental of heavy equipment and operator for the purpose of snow removal. All contractors or potential contractors must have a DUNS number and be registered in CCR. DUNS number must be provided so CCR registration can be verified.

The requirement under this request includes providing on an as needed basis to the Valles Caldera Trust, the rental of equipment with an operator for snow removal on certain roads located within the Valles Caldera National Preserve, for the period of one year with the possible extension of up to five years. Contractor must bid on all five years to be considered. These services would be focused on issues related to snow removal of segments of roads and parking areas as directed by the Preserve Manager. Timing of services would be mutually agreed.

- 1.) Contractor will provide the equipment and operator on an as-needed basis,
- 2.) Contractor will provide the equipment with an operator on an hourly or monthly charged basis or as agreed upon by the preserve manager, preserve administrator and the contractor,
- 3.) Contractor will perform the work as directed by the Agency Representative on the job site,
- 4.) Contractor is to provide transportation of equipment and operator to the job site.

LOCATION AND DESCRIPTION

The Valles Caldera National Preserve located in the Jemez Mountains.

TECHNICAL SPECIFICATIONS

TASK 1 DESCRIPTIONS - The contractor shall provide snow removal services within four hours notice upon notification of needed services. The specific roads and parking area(s) to be plowed will be determined and agreed by both parties. The Trust will provide a map of the roads and parking areas to the contractor. Any prospective bidder desiring an explanation or interpretation of the required services must make the request to Dennis Trujillo, Preserve Manager, at 505-428-7731.

TASK 1 DELIVERABLE

B.4.1 Snow removal must be performed within four hours of notification of service needed.

VALLES CALDERA NATIONAL PRESERVE SNOW REMOVAL REQUIREMENTS

Snow removal shall be done in a manner to preserve and protect the roads, to the extent necessary, to insure safe and efficient transportation of timber and to prevent erosion damage to roads, streams, and adjacent lands.

1. Description. Snow removal work by Purchaser shall include:
 - a. Removal of snow from entire road surface width including turnouts.
 - b. Removal of snow slides, earth slides, fallen timber, and boulders that obstruct normal road surface width.
 - c. Removal of snow, ice, and debris from ditches and culverts so that the drainage system will function efficiently at all times.

2. Performance: All items of snow removal shall be done currently as necessary to ensure safe, efficient transportation. Work shall be done in accordance with the following minimum standards of performance. Waivers of standards will not be given where circumstances will cause unacceptable and unavoidable damage to the road or other resource.
- a. Removal of material. All debris, except snow and ice, that is removed from the road surface and ditches shall be deposited away from stream channels at agreed locations.
 - b. During snow removal operations, banks shall not be undercut nor shall gravel or other selected surfacing material be bladed off the roadway surface.
 - c. Ditches and culverts shall be kept functional during and following roadway use.
 - d. Snow berms shall not be left on the road surface unless written waivers are made for specific locations for traffic safety. Berms left on the shoulder of the road shall be removed following the completion of winter recreation and/or drainage holes shall be opened and maintained. Drainage holes shall be spaced as required to obtain satisfactory surface drainage without discharge onto erodible fills.
 - e. Dozers shall not be used to plow snow on system roads without written approval of Valles Caldera Trust (Trust).
 - f. Snow shall not be removed to the road surface. A minimum two-inch depth must be left to prevent loss of surfacing and protect the road bed during snow removal operations. Written waivers may be made by Trust for specific locations where snow may be completely removed during plowing for traffic safety. Locations receiving a waiver will have a written agreement prepared prior to plowing that prescribes the timing and method of damage repair or surface replacement.

SECTION D--PACKAGING AND MARKING

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

SECTION E--INSPECTION AND ACCEPTANCE**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

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

SECTION F--DELIVERIES OR PERFORMANCE**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

52.217-2	Cancellation Under Multiyear Contracts (OCT 1997)
52.242-15	Stop Work Order (AUG 1989)
52.242-16	Government Delay of Work (APR 1984)

AGAR 452.211-74 Period of Performance (FEB 1988)

The period of performance of this contract is from December 15, 2008 through June 15, 2008 with four option years for a total of five years.

FAR 52.217-9 Option to Extend the Term of the Contract (MAR 2000)

- (a) The Government may extend the term of this contract by written notice to the Contractor within 30 days; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 60 days before the contract expires. The preliminary notice does not commit the Government to an extension.
- (b) If the Government exercises this option, the extended contract shall be considered to include this option clause.
- (c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed 5 years.

SECTION G--CONTRACT ADMINISTRATION DATA

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

SECTION H--SPECIAL CONTRACT REQUIREMENTS

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

PART II--CONTRACT CLAUSES**SECTION I--CONTRACT CLAUSES****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

- 52.202-1 Definitions (JUL 2004)
- 52.203-3 Gratuities (APR 1984)
- 52.203-5 Covenant Against Contingent Fees (APR 1984)
- 52.203-6 Restrictions on Subcontractor Sales to the Government (SEP 2006)
- 52.203-7 Anti-Kickback Procedures (JUL 1995)
- 52.203-8 Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity (JAN 1997)
- 52.203-10 Price or Fee Adjustment for Illegal or Improper Activity (JAN 1997)
- 52.203-12 Limitation on Payments to Influence Certain Federal Transactions (SEP 2007)
- 52.204-4 Printed or Copied Double-Sided on Recycled Paper (AUG 2000)
- 52.209-6 Protecting the Government's Interest when Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment (SEP 2006)
- 52.215-2 Audit and Records -- Negotiation (JUN 1999)
- 52.215-8 Order of Precedence--Uniform Contract Format (OCT 1997)
Alternate II (Oct 2001)
- 52.217-2 Cancellation Under Multi-year Contracts
- 52.219-16 Liquidated Damages --Subcontracting Plan (JAN 1999) (*Applicable if > \$550,000*)
- 52.222-3 Convict Labor (JUN 2003)
- 52.222-4 Contract Work Hours and Safety Standards Act -- Overtime Compensation (JUL 2005)
- 52.222-21 Prohibition of Segregated Facilities (FEB 1999)
- 52.222-26 Equal Opportunity (MAR 2007)
- 52.222-35 Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and other Eligible Veterans (SEP 2006)
- 52.222-36 Affirmative Action for Workers with Disabilities (JUN 1998)
- 52.222-37 Employment Reports on Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (SEP 2006)
- 52.222-41 Service Contract Act of 1965, as Amended (JUL 2005)
- 52.222-44 Fair Labor Standards Act and Service Contract Act--Price Adjustment (FEB 2002)
- 52.222-50 Combating Trafficking in Persons (SEP 2007)
- 52.223-5 Pollution Prevention and Right-to-Know Information (AUG 2003)
- 52.223-6 Drug-Free Workplace (MAY 2001)
- 52.223-14 Toxic Chemical Release Reporting (AUG 2003)
- 52.225-13 Restrictions on Certain Foreign Purchases (FEB 2006)
- 52.227-1 Authorization and Consent (JUL 1995)
- 52.227-2 Notice and Assistance Regarding Patent and Copyright Infringement (AUG 1996)

52.229-3 Federal, State, and Local Taxes (APR 2003)
 52.232-1 Payments (APR 84)
 52.232-8 Discounts for Prompt Payment (FEB 2002)
 52.232-9 Limitation on Withholding of Payments (APR 1984)
 52.232-11 Extras (APR 1984)
 52.232-17 Interest (JUN 1996)
 52.232-18 Availability of Funds (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)
 52.233-4 Applicable Law for Breach of Contract Claim (OCT 2004)
 52.237-2 Protection of Government Buildings, Equipment, and Vegetation (APR 1984)
 52.242-13 Bankruptcy (JUL 1995)
 52.243-1 Changes--Fixed-Price (AUG 1987)--Alternate I (APR 1984)
 52.244-6 Subcontracts for Commercial Items (MAR 2007)
 52.245-1 Property Records (JUN 2007)
 52.245-2 Government Property (Fixed-Price Contracts) (JUN 2007)
 52.246-25 Limitation of Liability—Services (FEB 1997)
 52.248-1 Value Engineering (FEB 2000)
 52.249-2 Termination for Convenience of the Government (Fixed-Price) (MAY 2004)
 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)

52.204-7 Central Contractor Registration (JUL 2006)

(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 means the 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, to include validation of the Taxpayer Identification Number (TIN) with the Internal Revenue Service (IRS), and has marked the record "Active". The Contractor will be required to provide consent for TIN validation to the Government as a part of the CCR registration process.

(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 name.

(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;

(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.

52.222-39 Notification Of Employee Rights Concerning Payment Of Union Dues Or Fees (Dec 2004)

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

"United States" means the 50 States, the District of Columbia, Puerto Rico, the Northern Mariana Islands, American Samoa, Guam, the U.S. Virgin Islands, and Wake Island.

(b) Except as provided in paragraph (e) of this clause, during the term of this contract, the Contractor shall post a notice, in the form of a poster, informing employees of their rights concerning union membership and payment of union dues and fees, in conspicuous places in and about all its plants and offices, including all places where notices to employees are customarily posted. The notice shall include the following information (except that the information pertaining to National Labor Relations Board shall not be included in notices posted in the plants or offices of carriers subject to the Railway Labor Act, as amended (45 U.S.C. 151-188)).

Notice to Employees

Under Federal law, employees cannot be required to join a union or maintain membership in a union in order to retain their jobs. Under certain conditions, the law permits a union and an employer to enter into a union-security agreement requiring employees to pay uniform periodic dues and initiation fees. However, employees who are not union members can object to the use of their payments for certain purposes and can only be required to pay their share of union costs relating to collective bargaining, contract administration, and grievance adjustment.

If you do not want to pay that portion of dues or fees used to support activities not related to collective bargaining, contract administration, or grievance adjustment, you are entitled to an appropriate reduction in your payment. If you believe that you have been required to pay dues or fees used in part to support activities not related to collective bargaining, contract administration, or grievance adjustment, you may be entitled to a refund and to an appropriate reduction in future payments.

For further information concerning your rights, you may wish to contact the National Labor Relations Board (NLRB) either at one of its Regional offices or at the following address or toll free number:

National Labor Relations Board
Division of Information
1099 14th Street, N.W.
Washington, DC 20570
1-866-667-6572
1-866-316-6572 (TTY)

To locate the nearest NLRB office, see NLRB's website at <http://www.nlr.gov>.

(c) The Contractor shall comply with all provisions of Executive Order 13201 of February 17, 2001, and related implementing regulations at 29 CFR part 470, and orders of the Secretary of Labor.

(d) In the event that the Contractor does not comply with any of the requirements set forth in paragraphs (b), (c), or (g), the Secretary may direct that this contract be cancelled, terminated, or suspended in whole or in part, and declare the Contractor ineligible for further Government contracts in accordance with procedures at 29 CFR part 470, Subpart B-Compliance Evaluations, Complaint Investigations and Enforcement Procedures. Such other sanctions or remedies may be imposed as are provided by 29 CFR part 470, which implements Executive Order 13201, or as are otherwise provided by law.

(e) The requirement to post the employee notice in paragraph (b) does not apply to-

(1) Contractors and subcontractors that employ fewer than 15 persons;

(2) Contractor establishments or construction work sites where no union has been formally recognized by the Contractor or certified as the exclusive bargaining representative of the Contractor's employees;

(3) Contractor establishments or construction work sites located in a jurisdiction named in the definition of the United States in which the law of that jurisdiction forbids enforcement of union-security agreements;

(4) Contractor facilities where upon the written request of the Contractor, the Department of Labor Deputy Assistant Secretary for Labor-Management Programs has waived the posting requirements with respect to any of the Contractor's facilities if the Deputy Assistant Secretary finds that the Contractor has demonstrated that-

(i) The facility is in all respects separate and distinct from activities of the Contractor related to the performance of a contract; and

(ii) Such a waiver will not interfere with or impede the effectuation of the Executive order; or

(5) Work outside the United States that does not involve the recruitment or employment of workers within the United States.

(f) The Department of Labor publishes the official employee notice in two variations; one for contractors covered by the Railway Labor Act and a second for all other contractors. The Contractor shall-

(1) Obtain the required employee notice poster from the Division of Interpretations and Standards, Office of Labor-Management Standards, U.S. Department of Labor, 200 Constitution Avenue, NW, Room N-5605, Washington, DC 20210, or from any field office of the Department's Office of Labor-Management Standards or Office of Federal Contract Compliance Programs;

(2) Download a copy of the poster from the Office of Labor-Management Standards website at <http://www.olms.dol.gov>; or

(3) Reproduce and use exact duplicate copies of the Department of Labor's official poster.

(g) The Contractor shall include the substance of this clause in every subcontract or purchase order that exceeds the simplified acquisition threshold, entered into in connection with this contract, unless exempted by the Department of Labor Deputy Assistant Secretary for Labor-Management Programs on account of special circumstances in the national interest under authority of 29 CFR 470.3(c). For indefinite quantity subcontracts, the Contractor shall include the substance of this clause if the value of orders in any calendar year of the subcontract is expected to exceed the simplified acquisition threshold. Pursuant to 29 CFR part 470, Subpart B-Compliance Evaluations, Complaint Investigations and Enforcement Procedures, the Secretary of Labor may direct the Contractor to take such action in the enforcement of these regulations, including the imposition of sanctions for noncompliance with respect to any such subcontract or purchase order. If the Contractor becomes involved in litigation with a subcontractor or vendor, or is threatened with such involvement, as a result of such direction, the Contractor may request the United States, through the Secretary of Labor, to enter into such litigation to protect the interests of the United States.

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

SECTION J--LIST OF ATTACHMENTS

- SF-1449

PART IV--REPRESENTATIONS AND INSTRUCTIONS**SECTION K--REPRESENTATIONS, CERTIFICATIONS, AND
OTHER STATEMENTS OF OFFERORS OR RESPONDENTS****52.223-13 Certification of Toxic Chemical Release Reporting (Aug 2003)**

(a) Executive Order 13148, of April 21, 2000, Greening the Government through Leadership in Environmental Management, requires submission of this certification as a prerequisite for contract award.

(b) By signing this offer, the offeror certifies that—

(1) As the owner or operator of facilities that will be used in the performance of this contract that are subject to the filing and reporting requirements described in section 313 of the Emergency Planning and Community Right-to-Know Act of 1986 (EPCRA) (42 U.S.C. 11023) and section 6607 of the Pollution Prevention Act of 1990 (PPA) (42 U.S.C. 13106), the offeror will file and continue to file for such facilities for the life of the contract the Toxic Chemical Release Inventory Form (Form R) as described in sections 313(a) and (g) of EPCRA and section 6607 of PPA; or

(2) None of its owned or operated facilities to be used in the performance of this contract is subject to the Form R filing and reporting requirements because each such facility is exempt for at least one of the following reasons: [Check each block that is applicable.]

(i) The facility does not manufacture, process, or otherwise use any toxic chemicals listed in 40 CFR 372.65;

(ii) The facility does not have 10 or more full-time employees as specified in section 313(b)(1)(A) of EPCRA, 42 U.S.C. 11023(b)(1)(A);

(iii) The facility does not meet the reporting thresholds of toxic chemicals established under section 313(f) of EPCRA, 42 U.S.C. 11023(f) (including the alternate thresholds at 40 CFR 372.27, provided an appropriate certification form has been filed with EPA);

(iv) The facility does not fall within the following Standard Industrial Classification (SIC) codes or their corresponding North American Industry Classification System sectors:

(A) Major group code 10 (except 1011, 1081, and 1094.

(B) Major group code 12 (except 1241).

(C) Major group codes 20 through 39.

(D) Industry code 4911, 4931, or 4939 (limited to facilities that combust coal and/or oil for the purpose of generating power for distribution in commerce).

(E) Industry code 4953 (limited to facilities regulated under the Resource Conservation and Recovery Act, Subtitle C (42 U.S.C. 6921, et seq.), or 5169, or 5171, or 7389 (limited to facilities primarily engaged in solvent recovery services on a contract or fee basis); or

(v) The facility is not located in the United States or its outlying areas.

SECTION L--INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS OR RESPONDENTS**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)
 - Alternate I (OCT 1997)
 - Alternate II (OCT 1997)
- 52.237-1 Site Visit (APR 1984)

AGRICULTURE ACQUISITION REGULATIONS (48 CFR CHAPTER 4) CLAUSES

- 452.204-70 Inquiries (FEB 1988)

FAR 52.216-1 Type of Contract (APR 1984)

The Government contemplates award of a Indefinite Delivery Indefinite Quantity (IDIQ) contract resulting from this solicitation.

SECTION M--EVALUATION FACTORS FOR AWARD

AWARD DETERMINATION

This is a best value procurement not only determined upon price.

EVALUATION FACTORS/QUALIFICATIONS

Must know how to operate equipment and should have had experience in plowing snow.

Upon selection, the contractor shall provide a liability insurance certificate listing the Valles Caldera Trust in the amount of at least \$250,000.