



RFQ No. W912DW-04-Q-0104

**US Army Corps  
of Engineers®**  
Seattle District

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**Project: SAN JUAN COUNTY SALMON HABITAT STUDY**

**Location: SAN JUAN COUNTY  
WASHINGTON**

**SUPPLY SOLICITATION  
AND SPECIFICATIONS**

**CLOSING DATE: 09 JUNE 2004  
CLOSING TIME: 9:00 AM LOCAL TIME**

**REMARKS: Quotes may be faxed to (206) 764-6817, Attention: Sue Valenzuela, or mailed to US Army, Corps of Engineers, Seattle District, Attention: Sue Valenzuela, P.O. Box 3755, Seattle, WA 98124-3755.**

|  |                               |  |   |                          |                           |                                   |
|--|-------------------------------|--|---|--------------------------|---------------------------|-----------------------------------|
| <b>REQUEST FOR QUOTATIONS</b><br><b>(THIS IS NOT AN ORDER)</b>   |                               | THIS RFQ <input checked="" type="checkbox"/> IS <input type="checkbox"/> IS NOT A SMALL BUSINESS SET-ASIDE |   |                          | PAGE 1 OF PAGES 16        |                                   |
| 1. REQUEST NO.<br>W912DW-04-Q-0104   | 2. DATE ISSUED<br>28-May-2004 | 3. REQUISITION/PURCHASE REQUEST NO.<br>W68MD9-4133-4137  | 4. CERT. FOR NAT. DEF. UNDER BDSA REG. 2 AND/OR DMS REG. 1  | RATING                   |                           |                                   |
| 5a. ISSUED BY<br>USA ENGINEER DISTRICT, SEATTLE<br>ATTN: CENWS-CT<br>4735 EAST MARGINAL WAY SOUTH<br>SEATTLE WA 98134-2329   |                               |  | 6. DELIVER BY (Date)<br><b>SEE SCHEDULE</b>   |                          |                           |                                   |
| 5b. FOR INFORMATION CALL: (Name and Telephone no.) (No collect calls)<br>SUSAN M VALENZUELA 206-764-6691   |                               |  | 7. DELIVERY<br><input checked="" type="checkbox"/> FOB DESTINATION <input type="checkbox"/> OTHER (See Schedule)  |                          |                           |                                   |
| 8. TO: NAME AND ADDRESS, INCLUDING ZIP CODE  |                               |  | 9. DESTINATION (Consignee and address, including ZIP Code)<br>SUPPLY & FACILITIES MGMT BR.<br>4735 E. MARGINAL WAY S.<br>SEATTLE WA 98134-2385<br>TEL: FAX: |                          |                           |                                   |
| 10. PLEASE FURNISH QUOTATIONS TO THE ISSUING OFFICE IN BLOCK 5a ON OR BEFORE CLOSE OF BUSINESS:<br>(Date) 09-Jun-2004  |                               |  |   |                          |                           |                                   |
| <b>IMPORTANT:</b> 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.<br>(a)  | SUPPLIES/ SERVICES<br>(b)     |  | QUANTITY<br>(c)   | UNIT<br>(d)              | UNIT PRICE<br>(e)         | AMOUNT<br>(f)                     |
| <b>SEE SCHEDULE</b>  |                               |  |   |                          |                           |                                   |
| 12. DISCOUNT FOR PROMPT PAYMENT  |                               | a. 10 CALENDAR DAYS<br>%   | b. 20 CALENDAR DAYS<br>%  | c. 30 CALENDAR DAYS<br>% | d. CALENDAR DAYS<br>No. % |                                   |
| <b>NOTE: Additional provisions and representations <input type="checkbox"/> are <input type="checkbox"/> are not attached.</b>   |                               |  |   |                          |                           |                                   |
| 13. NAME AND ADDRESS OF QUOTER (Street, City, County, State, and ZIP Code)   |                               |  | 14. SIGNATURE OF PERSON AUTHORIZED TO SIGN QUOTATION  |                          | 15. DATE OF QUOTATION     |                                   |
|  |                               |  | 16. NAME AND TITLE OF SIGNER (Type or print)  |                          |                           | TELEPHONE NO. (Include area code) |

## Section Supplies or Services and Price

INSTRUCTIONS

## 1. Marking of Quote Envelopes:

Envelopes shall be plainly marked as follows:

QUOTE FOR: San Juan County Salmon Habitat Study  
San Juan County, Washington

Request for Quote No. W912DW-04-Q-0104

CLOSING DATE AND TIME: 09 June 2004, 9:00 A.M. LOCAL TIME

AMENDMENTS NUMBERED \_\_\_\_\_ HAVE BEEN RECEIVED

2. Faxed quotes shall be accepted before closing at FAX No. 206-764-6817. Attn: Susan Valenzuela. For questions call 206-764-6691. Mailed quotes shall be accepted before closing at US Army Corps of Engineers, Seattle District, PO Box 3755 Seattle, WA. 98124. Physical street address is US Army Corps of Engineers, Seattle District, 4735 E Marginal Way S., Seattle, WA. 98134. E-mail address is [Susan.M.Valenzuela@usace.army.mil](mailto:Susan.M.Valenzuela@usace.army.mil)

3. Any contractor receiving an award is required to be registered in the CCR (Central Contracting Registry).

4. **PROSPECTIVE OFFERORS:** The Director of Defense Procurement has issued a final rule amending the Defense Federal Acquisition Regulations Supplement (DFARS) to require contractors to be registered in the DOD Central Contractor Registration (CCR) for awards resulting from solicitations issued after May 31, 1998.

This rule more efficiently implements the Debt Collection Improvement Act of 1996, as it requires contractors to be registered in CCR for consideration of future solicitations, awards, and payment. Registration is required prior to award of any contract, basic agreement, basic ordering agreement, or blanket purchase agreement from a solicitation issued after May 31, 1998. **LACK OF REGISTRATION IN THE CCR DATABASE WILL MAKE AN OFFER INELIGIBLE FOR AWARD.**

The web site may be accessed at <http://ccr2000.com>. You may call 1-888-227-2423 to obtain a Registration Packet or to register On Line at [www.acq.osd.mil/ec](http://www.acq.osd.mil/ec).

5. ELECTRONIC FUNDS TRANSFER (EFT): Effective 99 Jun 01, the Government will make all payments by EFT (unless the Government VISA credit card is accepted). The only exceptions are: 1) Foreign Vendors; 2) Government Agencies, and 3) One time payments. The EFT forms and instructions are on the USACE Finance Center (UFC) Web Page; [www.fc.usace.army.mil](http://www.fc.usace.army.mil) The UFC points of contact for this action are Ms. Nita Clower, 901/874-8542 and Mr. Michael Rye, 901/874-8543.
6. Award shall be made to the responsive and responsible offer with the lowest total price.

7. The contractor is **required** to provide the following information with your quote: (any quote without this information will not be considered for award)

Federal Taxpayer's ID Number: \_\_\_\_\_

DUNS Number: \_\_\_\_\_

CCR Cage Code Number \_\_\_\_\_

Remit to Address:

Company Name: \_\_\_\_\_

Address: \_\_\_\_\_

City/State/Zip: \_\_\_\_\_

Phone & Fax Numbers: \_\_\_\_\_

Sales Rep's E-Mail Address: \_\_\_\_\_

#### Web Invoicing System (WInS)

WInS is an optional online invoicing system providing Department of Defense vendors an electronic means of submitting invoices for payment. Vendor registration for WinS is accomplished through the following DFAS website: <https://ecweb.dfas.mil>. At the website click on NEW Account to register and select "USACE" as the payment system name. The payment office code and location is "TO-UFC Millington". To establish an account in WInS, vendors must be registered with the Central Contractor Registration (CCR).

#### ANNOUNCEMENT TO BIDDERS/OFFERORS

Due to recent national events Seattle District US Army Corps of Engineers shall be conducting business under heightened security for the foreseeable future.

Access to Federal Center South, 4735 E Marginal Way S, Seattle WA 98124 will be through the front Lobby only. The building is under Federal Protective Service, which means that persons entering the facility are subject to inspection; including purses, packages, etc. All deliveries shall be thoroughly inspected. In addition, visitors may be required to be escorted by Corps personnel while in the building.

For any questions please contact the Contract Specialist assigned to your project or check our website at [www.nws.usace.army.mil](http://www.nws.usace.army.mil) for up-to-date information.

| ITEM NO | SUPPLIES/SERVICES   | QUANTITY | UNIT     | UNIT PRICE | AMOUNT |
|---------|---|----------|----------|------------|--------|
| 0001    | SAN JUAN COUNTY SALMON HABITAT STUDY<br>FFP<br>Provide all labor, equipment and materials to perform the "San Juan County Salmon Habitat Study" in accordance with the Scope of Work dated 29 April 2004 incorporated herein.<br><br>Partial Payment will be authorized.<br><br>PURCHASE REQUEST NUMBER: W68MD9-4133-4137 | 1        | Lump Sum |            |        |

NET AMT

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FOB: Destination

|      |   |
|------|---|
| 0002 | ACCOUNTING DATA ONLY<br>FFP<br>NON-FED FUNDS<br>PURCHASE REQUEST NUMBER: W68MD9-4133-4137 |
|------|---|

FOB: Destination

Section DD1155 - Continuation Sheet

SCOPE OF WORK  
CENWS-PM-PL-ER

29 April 2004

STATEMENT OF WORK  
**2004 San Juan County Salmon Habitat Investigation and Evaluation**

1.0 Introduction. This study is being conducted by the U.S. Army Corps of Engineers, Seattle District (Corps), in cooperation with the Samish Indian Tribe, under the authority of Planning Assistance to the States (PAS). This authority allows the Corps to work with a sponsor and prepare comprehensive plans for the development, utilization, and conservation of water and related resources of drainage basins, watersheds, or ecosystems located within the boundaries of the State of Washington. The subject of this study, identification of the distribution and habitat use of Pacific salmon in streams and estuaries of the San Juan Islands, and potential and priorities for restoring freshwater and marine habitats to is an appropriate subject to be studied under the PAS authority. The first year of this study will be completed in 2004 with identification of salmon habitats and habitat use, the second year of this study will be completed in 2005 with development of a priority list of salmonid restoration projects in San Juan County freshwater systems and estuaries, with supporting biological data and engineering solutions for each priority project. This statement of work is for the first year of this PAS study in the San Juan Islands. Fieldwork under this statement of work will commence in May 2004.

2.0 Project Participants

**Government:**

Seattle District, Corps of Engineers  
P.O. Box 3755  
Seattle, WA 98124  
Rebecca Jahns, Project Manager  
Phone: (206) 764-3451  
Fred Goetz, Study Manager  
Phone: (206) 764-3515

**Sponsor:**

Samish Nation  
P.O. Box 217  
Anacortes, WA 98221  
Phone: (360) 293-3415

**Contractor:**

Russel Barsh, Director  
Center for the Study of Coast Salish Environments  
(Samish Community Preservation Foundation-Samish Indian Nation)  
PO Box 217, 2918 Commercial Avenue, Anacortes WA 98221  
Phone: (360) 293-6404  
Email: rbarsh@samishtribe.nsn.us

3.0 Background.

In 2001, the Washington State Conservation Commission issued a white paper on salmon recovery in Puget Sound to serve as planning guidance to State agencies and subdivisions including the Salmon Recovery Funding Board. The white paper stated that there is, and probably has not been any salmon reproductive habitat in the San Juan Islands (San Juan County). The sponsor of the present PAS study challenged the scientific foundations of the white paper, pointing to ethnographic and historical evidence of fishing for salmonids in San Juan County

streams, and to the absence of any systematic research on the subject. The sponsor acknowledges the fact that San Juan County streams are relatively small and do not always flow in mid- to late-summer, but contends that San Juan County salmonid stocks could represent a disproportionately large contribution to the genetic diversity and consequently the adaptability and resilience of Puget Sound salmonid metapopulations as a whole. Based upon a preliminary overview of habitat characteristics in the islands, it is expected that the species most likely to re-establish themselves in San Juan County are sea-run cutthroat, coho salmon, and chum salmon, all of which reportedly have been seen in San Juan County streams within the last century.

A pilot project supported by the Salmon Recovery Funding Board was launched at Deer Harbor, Orcas Island, in 2003, with the participation of the Deer Harbor community, San Juan County, the sponsor Samish Indian Nation, and the organization Washington Trout. Watershed reconnaissance by the sponsor has established that intermittent stream flows at Deer Harbor are largely due to recent small-scale modifications, such as rural roads and private driveways with inadequate, poorly designed culverts; excavation of wetlands and peat bogs for ponds (for swimming or aesthetic reasons); and re-direction of storm water run-off by the rapid increase in residences and roads over the past 30 years. In the fragile hydrological system of San Juan County, such small-scale insults appear to be sufficient to reduce stream flows and alter sediment transport patterns, to the extent that streams are no longer accessible to adult salmonids or no longer maintain sufficient pools for survival of juvenile salmonids. It is suggested that relatively small and inexpensive interventions, by landowners and county roads maintenance crews, should be adequate to re-open many San Juan County streams to spawning salmonids. Rapid growth of the San Juan County population, and intense competition for limited financial resources for restoration, make it particularly timely to focus on small-scale interventions that can feasibly be carried out by local communities and county public works authorities.

#### 4.0 Purpose and Objectives.

In 2003, the Samish Indian Tribe, began a multi-year investigation into the historic and current distribution and habitat use of salmon in the streams and estuaries of the San Juan Islands. Prior to this, little monitoring for salmon has been done in the area although scientific work by various organizations in Puget Sound have demonstrated that juvenile and adult salmon use near shore marine areas throughout Puget Sound.

There has never been a systematic study of San Juan County stream potential for salmonids; even stream flow data is limited or nonexistent for most of the county. Most homes have wells and on-site septic systems, which are monitored privately if at all. The county maintains a database of locations of hundreds of culverts conveying streams under public roads, but has no systematic data on their condition.

The Samish Indian Nation, San Juan County, and the Corps share a common need to better understand salmon ecology in the freshwater and near shore areas of the San Juan Islands. The subject of this multiyear study, beginning in FY 04, will address two important questions – 1) Which San Juan Island County streams supported, currently support, or could feasibly support self-sustaining salmonid stocks? and 2) which streams merit study?

To answer question 1, the Center for the Study of Coast Salish Environments will conduct an analysis of historical texts and maps, and ethnographic records and will conduct interviews with longtime residents of the islands. Following this reconnaissance work, the Center will work with the Corps and fisheries scientists to develop a joint ranking of streams for study. To answer question 2, the Center will work with a series of researchers to develop physical evidence of historic and current fish utilization; vegetation quality and quantity, and assess stream suitability for salmonids. They will work with the County and local landowners to develop a history of each stream and to identify opportunities for habitat restoration. The Corps will provide technical support in acquisition and delivery of available aerial imagery, sampling for water quality and quantity, and development of a joint ranking of streams for potential habitat restoration. The results of this study will be used by the Samish Indian Nation, San Juan County, and the Corps, in the ESA consultation process and water resource planning to guide management activities in these freshwater and shoreline areas and to develop a priority list of salmonid restoration projects in San Juan County freshwater systems and estuaries, with supporting biological data and engineering solutions for each priority project.

The purpose of this study, conducted in three phases, is to provide a sound scientific basis for the sponsor and San Juan County to target their restoration resources effectively: that is, to prioritize San Juan County streams that represent large potential habitat gains, have strong landowner commitments to continued protection, and require relatively small and inexpensive remedial actions. The study will conduct thorough, on-the-ground mapping of habitat characteristics throughout the targeted San Juan County watersheds, beginning with (1) reconnaissance and preliminary hydrological mapping with riparian landowners, followed by (2) establishment of fish presence in the stream and the immediate near shore area, water quality assessment, and "water typing" in accordance with WAC 222-16-030 and (3) modeling of watershed capacity, seasonal in-stream flows, and effects of changes associated with modifications such as the re-alignment of culverts; all of which data will be shared with landowners, and publicly on-line in the form of digital maps. The parties will utilize the field data and landowner responses to construct a decision matrix, with the county, for the streams studied, balancing habitat potential with costs and feasibility.

An essential component of this study is landowner participation in research activities and follow-up action. There is very little public land ownership in San Juan County; only two named streams flow through any public property for any distance. Access to streams and shorelines for study has been limited in past. However, the Deer Harbor project has had a positive demonstration effect and serves as a model for mobilizing landowners, obtaining unrestricted access to watersheds for study, and ensuring follow-up action by landowners themselves in cooperation with local authorities.

Beginning in 2004, the parties will carry out preliminary reconnaissance of 12 streams, and complete the habitat evaluation of at least six of those streams. In 2005, the parties intend to complete all work on all 12 streams, and carry out reconnaissance on 12 additional streams to ascertain whether in-depth habitat evaluations of any of the additional streams is warranted. Depending upon the results of the second tier of stream reconnaissance in 2005, the parties may agree to continue this study until all San Juan streams with significant salmonid habitat potential have been evaluated.

#### 5.0 Statement of Contractor Services.

With the exception of those Government-furnished documents, equipment, and technical services specified in paragraphs 6.0, 7.0 and 8.0 below, the contractor shall furnish to the Corps of Engineers all services, labor, materials, and equipment necessary to conduct the work outlined in paragraph 6.0 below. The contractor can make slight modifications to the methods described with approval by the Contracting Officer's Representative (COR). A senior field ecologist, a water quality specialist, a GIS specialist and several experienced biologists or biological technicians will be required to complete the work in the specified time frame.

#### 6.0 Project Tasks.

The study is presented as a process consisting of three phases of research, and a series of tasks to be carried out as part of each phase. The same process will be applied to each of the streams studied; *provided that*, the parties may agree, after completing the Phase One research on a particular stream, that further evaluation of that stream can not be justified due to manifestly poor habitat conditions or lack of landowner interest. This will include scientific services and tasks provided by the contractor as follows:

##### **Phase One:** Landowner mobilization and stream reconnaissance (12 streams)

Task One: For each target stream, identify riparian and tideland landowners; make personal contact with each landowner to introduce key project field staff, explain the PAS project, its relevance to their property, and possible outcomes; document landowner oral history and observations ("local knowledge"), concerns and beliefs; assess willingness of landowners to enter into a local conservancy covenant; secure consent to enter property for research purposes; establish a basis for routine contact and exchange of information for the duration of the project; identify resident youth who may be interested in accompanying project survey teams.

Task Two: Conduct a preliminary field survey of each target stream from beach to headwaters, to the extent possible accompanied by riparian landowners, focused on locating and identifying (a) significant sources of fresh water input; (b) obstacles to free movement of fresh water; (c) obstacles to fish passage such as failed culverts; (d) discharge features; and (e) relevant features of riparian geology and vegetation; and prepare a digital map and photo gallery for each stream.

Task Three: Compile and synthesize existing San Juan County GIS datasets and/or GIS map layers for each watershed relating to water flows, water quality, culverts, roads, landownership, and surficial geology; integrate the data into digital maps of each stream; flag data gaps, and inconsistencies between field survey observations and pre-existing datasets.

Task Four: Conduct a joint evaluation of stream data with the Corps and San Juan County, to agree on which streams will proceed to Phase Two studies.

**Phase Two:** Field evaluation of actual/potential salmonid habitat (6 or more streams)

Task One: Determine the extent of salmonid utilization of each target stream when fish are most likely to be present (April-May) using (as appropriate to location and presence of protected species) a combination of electrofishing, snorkeling, fyke-net fishing, and underwater videography.

Task Two: Determine the extent of salmonid utilization of the tidally influenced or estuarine zone of each target stream by fyke-net fishing, in mid-winter and spring, to distinguish between fish populations present seasonally in the near shore and fish utilizing the stream itself for reproduction.

Task Three: Classification of each target stream following the protocols contained in WAC 222-16-030 ("water typing"); collection of additional data such as channel gradients, bank full widths, substrate characteristics, sediment sources, and barriers to fish migration, including GPS locations and digital photographs; corrections and additional data points will be added to the preliminary digital stream maps prepared in Phase One.

Task Four: Water quality survey of each target stream, focusing on late spring and early fall fecal coliform concentrations measured at the headwaters, in large pools, and in estuarine areas, as well as headcuts or pools below any significant clusters of homes. Specimens for analysis will also be taken from any identified outfall pipes, which will be traced to their sources, and inferred hot spots will be added to digital stream maps.

Task Five: Review digital stream maps individually with landowners, emphasizing potential concerns that directly affect or arise from their parcels; discussing options for remediation; estimating the salmonid potential of the stream under two or three restoration scenarios; and evaluating each landowner's willingness to participate in restoration and conservancy undertakings with his/her neighbors.

Task Six: Mid-course review of project findings and implication with the scientific and technical personnel of the Corps, to determine which streams will proceed to a Phase Three study, and what technical data and modeling will be required to assess the most cost-beneficial remedial measures (as determined by consensus).

**Phase Three:** Geophysical modeling and priority matrix (up to six streams)

Task One: The Government shall work with the contractor to prepare precise topographic imagery of each target stream using aerial imagery such as LIDAR data or best available alternative data source; calculate the size, nature and capacity of existing fresh water reservoirs, and estimate actual and potential seasonal stream flows; estimate the stream flows necessary to maintain pools and glides previously identified as potential salmonid habitat as part of Phase Two.

Task Two: The Government shall work with the contractor to prepare a risk evaluation addressing: (a) potential adverse consequences of candidate remedial measures for hydrology, sediment transport

patterns, and the maintenance of existing wildlife habitat; and (b) potential risk of inadequate stream flow due to the vagaries of residential water withdrawal rates and seasonal weather patterns.

Task Three: Prepare an interactive, web-based digital map of each target stream for use by landowners and their communities, showing all data resulting from the study and implications for the cost, benefits and risks of remedial action; provide internet access to some datasets for the general public and schools (cloaking data that could associate watershed issues with individual landowners).

Task Four: Conduct community potluck dinners in each target watershed to review the findings of the study; refine the analysis based on the experience of landowners and residents; and discuss steps the community can take to form a conservancy and secure technical and financial assistance for restoration activities.

Task Five: Carry out a joint evaluation of the biophysical findings of the study, and community responses, with key project researchers, the Government, and the Board of County Commissioners; agree on criteria for ranking streams for restoration that reflects what is biophysically possible, benefit-cost considerations, and social and political realities.

Task Six: Prepare a final report on project activities carried out in 2004, including a summary of the data organized by streams, and a matrix showing the methods used to rank each stream in terms of its priority for restoration.

7.0 Preparation of Studies. Contractor shall document and reference all assumptions and statements of fact utilized in the final report (Task III.6); in some cases, the text should be expanded to fully support statements that might not be common knowledge. References shall include field interview notes as well as relevant telephone conversations; email and surface mail correspondence; and both published and gray literature. Upon request by the Contractor, the Government shall furnish copies of any and all relevant existing datasets, printed and unpublished reports, which were prepared by or for the Government.

#### 8.0 Government-Furnished Documents and Equipment.

- a. The Government will provide the Contractor with the following documents and data to the extent that they are available: LiDAR or DEM, multispectral remote sensing imagery, orthophotos, surficial geology, stream flows and slope stability (see Phase III, Task 1). The parties understand and assume that San Juan County will likewise provide the following documents and data: locations of roads and culverts; soil types; and to the extent that they exist, data on in-stream flows and water quality.
- b. The Government will provide the Contractor with the following equipment to the extent they are available: fyke net; probe-type flow gauge; up to six recording stream flow gauges as available. All equipment shall be maintained in good condition, subject to normal wear and tear in the field, and returned upon completion of this agreement.

#### 9.0 General Requirements.

- a. Contract Project Manager. Promptly following award of contract, the contractor shall designate a project manager who shall be responsible for execution of the delivery order. Changes in PM may be made with the prior approval of the Contracting Officer's Representative (COR). The PM must have adequate experience and capability for the following: (1) Execution and completion of the terms of the delivery order; (2) Supervision of work and its overall quality; (3) Liaison between the contractor, the COR, and the Government PM for all work required under the delivery order.
- b. Contracting Officer's Representative (COR). The Government will designate a COR who will provide liaison, supply Government-furnished data and services, and forward other necessary documents. Contract interpretation and associated guidance/direction by the Government shall not be official unless specifically provided by the COR or the contracting officer (CO). The COR will seek timely progress of the work and its satisfactory completion.

- c. Government Project Manager (PM) and Study Manager (SM). Ms. Rebecca Jahns (PM) and Mr. Fred Goetz (SM). The PM and SM will provide all coordination, supply government-furnished data and services, provide review comments, confirm all decisions, and forward other necessary documents. All correspondence and deliverables shall be made to the PM.
- d. Extra Services. The Contractor is advised not to perform any services under this task order, requested by any persons in the Seattle District offices either verbally or in writing, which he/she consider to be an adjustment in the work scope requiring a change in contract prices, until the Contractor has made a proposal to the Government COR covering such extra services, negotiated a mutually satisfactory fee, and received formal notice to proceed.
- e. Responsibility for Correct Documents. Contractor is responsible for complete and corrected work, and shall make corrections and/or clarifications as may be found necessary by the COR during review. Work required for correction or clarification shall be completed and resubmitted within an equitable period of time specified by the COR.
- f. Review of Documents by Others. The COR may, at his/her discretion, engage another individual or organization for the purpose of reviewing the adequacy and correctness of the work performed under this contract.
- g. Publication. Prior approval of the COR is required for the publication or oral presentation of any paper or report based upon the findings of this study.
- h. Coordination. The Contractor and the Corps will maintain close and continual coordination to assure a full exchange of information and timely input should any problems arise.
- i. Payment for Routine Work. Original invoices for payment shall be sent to:

Department of the Army  
U.S. Army Corps of Engineers Finance Center  
CDFC-AO-P  
7800 Third Avenue  
Millington, TN 38054-5005

A copy of each invoice shall be submitted to the Project Manager as follows:

Seattle District, U.S. Army Corps of Engineers  
ATTN: Rebecca Jahns  
P.O. Box 3755  
Seattle, WA 98124-3755

10.0 Deliverables. All of the data developed by this study shall be the property of the Government; however, the contractor may utilize the data without restriction in scientific publications and make it publicly available as contemplated by paragraph 5.0 above. All materials, documents, photographs and negatives created or obtained as a result of the studies shall become property of the United States Government.

11.0 Submittals. All submittals shall be made to the PM as designated in paragraph 8.0, and shall be provided on CD-ROM as GIS data layers and/or EXCEL spreadsheets. Final typed documentation shall be submitted on 8-½ by 11-inch paper in camera-ready form. It shall also be supplied on a CD-Rom in Microsoft Word 6.0 format. The Government will review all submittals and provide comments to the Contractor.

12.0 Payment for Routine Work. Payments shall be made in accordance with the payments clause of this contract. A copy of each payment voucher shall be submitted by the contractor to the COR as well as the CO on a monthly basis. Vouchers shall include all items purchased by the contractor the previous month, as well as labor costs and miscellaneous expenses.

13.0 Schedule. The Contractor will furnish sufficient technical, supervisory, and administrative personnel to ensure completion of work in accordance with the progress schedule as follows:

|                         | <u>Business Days after NTP</u> | <u>Actual Dates*</u> |
|-------------------------|--------------------------------|----------------------|
| 1. Notice to Proceed    | Day 0                          |                      |
| 2. Kick-off Meeting     | Day 3                          |                      |
| 3. Begin Work           | Day 7                          |                      |
| 4. Provide Draft Report |                                | January 17, 2005     |
| 5. Provide Final Report |                                | February 28, 2005    |

\* To be filled in by PM and Contractor after NTP.

The Contractor shall keep the COR fully advised at all times concerning any delays or difficulties that may prohibit completion of any part of the work by the established dates. The schedule is subject to adjustment by modification to the delivery order, signed by the Government COR, for material delays on the part of the Government and conditions beyond the control of the parties.

#### CLAUSES INCORPORATED BY REFERENCE

|              |   |          |
|--------------|---|----------|
| 52.203-2     | Certificate Of Independent Price Determination            | APR 1985 |
| 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     | JUL 1995 |
| 52.203-7     | Anti-Kickback Procedures                                  | JUL 1995 |
| 52.213-1     | Fast Payment Procedure                                    | FEB 1998 |
| 52.213-2     | Invoices  | APR 1984 |
| 52.213-3     | Notice to Suppliers                                       | APR 1984 |
| 52.242-17    | Government Delay Of Work                                  | APR 1984 |
| 52.243-1     | Changes--Fixed Price                                      | AUG 1987 |
| 252.204-7001 | Commercial And Government Entity (CAGE) Code Reporting    | AUG 1999 |
| 252.205-7000 | Provision Of Information To Cooperative Agreement Holders | DEC 1991 |
| 252.217-7003 | Changes   | DEC 1991 |

#### CLAUSES INCORPORATED BY FULL TEXT

52.213-4 TERMS AND CONDITIONS--SIMPLIFIED ACQUISITIONS (OTHER THAN COMMERCIAL ITEMS) (MAY 2004)

(a) The Contractor shall comply with the following Federal Acquisition Regulation (FAR) clauses that are incorporated by reference:

(1) The clauses listed below implement provisions of law or Executive order:

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

(ii) 52.222-21, Prohibition of Segregated Facilities (Feb 1999) (E.O. 11246).

(iii) 52.222-26, Equal Opportunity (Apr 2002) (E.O. 11246).

(iv) 52.225-13, Restrictions on Certain Foreign Purchases (Dec 2003) (E.o.s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).

(v) 52.233-3, Protest After Award (Aug 1996) (31 U.S.C. 3553).

(2) Listed below are additional clauses that apply:

(i) 52.232-1, Payments (Apr 1984).

(ii) 52.232-8, Discounts for Prompt Payment (Feb 2002).

(iii) 52.232-11, Extras (Apr 1984).

(iv) 52.232-25, Prompt Payment (Oct 2003).

(v) 52.233-1, Disputes (Jul 2002).

(vi) 52.244-6, Subcontracts for Commercial Items (May 2004).

(vii) 52.253-1, Computer Generated Forms (Jan 1991).

(b) The Contractor shall comply with the following FAR clauses, incorporated by reference, unless the circumstances do not apply:

(1) The clauses listed below implement provisions of law or Executive order:

(i) 52.222-19, Child Labor--Cooperation with Authorities and Remedies (Jan 2004) (E.O. 13126). (Applies to contracts for supplies exceeding the micro-purchase threshold.)

(ii) 52.222-20, Walsh-Healey Public Contracts Act (DEC 1996) (41 U.S.C. 35-45) (Applies to supply contracts over \$10,000 in the United States, Puerto Rico, or the U.S. Virgin Islands).

(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) (Applies to contracts of \$25,000 or more).

(iv) 52.222-36, Affirmative Action for Workers with Disabilities (JUN 1998) (29 U.S.C. 793) (Applies to contracts over \$10,000, unless the work is to be performed outside the United States by employees recruited outside the United States.) (For purposes of this clause, United States includes the 50 States, the District of Columbia, Puerto Rico, the Northern Mariana Islands, American Samoa, Guam, the U.S. Virgin Islands, and Wake Island.)

(v) 52.222-37, Employment Reports on Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (DEC 2001) (38 U.S.C. 4212) (Applies to contracts over \$25,000).

(vi) 52.222-41, Service Contract Act, As Amended (May 1989) (41 U.S.C. 351, et seq.) (Applies to service contracts over \$2,500 that are subject to the Service Contract Act and will be performed in the United States, District of Columbia, Puerto Rico, the Northern Mariana Islands, American Samoa, Guam, the U.S. Virgin Islands, Johnston Island, Wake Island, or the outer continental shelf lands.)

(vii) 52.223-5, Pollution Prevention and Right-to-Know Information (Aug 2003) (E.O. 13148) (Applies to services performed on Federal facilities).

(viii) 52.225-1, Buy American Act--Supplies (June 2003) (41 U.S.C. 10a-10d) (Applies to contracts for supplies, and to contracts for services involving the furnishing of supplies, for use in the United States or its outlying areas, if the value of the supply contract or supply portion of a service contract exceeds the micro-purchase threshold and the **acquisition--**

(A) Is set aside for small business concerns; or

(B) Cannot be set aside for small business concerns (see 19.502-2), and does not exceed \$25,000.)

(ix) 52.232-33, Payment by Electronic Funds Transfer--Central Contractor Registration (May 1999). (Applies when the payment will be made by electronic funds transfer (EFT) and the payment office uses the Central Contractor Registration (CCR) database as its source of EFT information.)

(x) 52.232-34, Payment by Electronic Funds Transfer--Other than Central Contractor Registration (Oct 2003). (Applies when the payment will be made by EFT and the payment office does not use the CCR database as its source of EFT information.)

(xi) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (APR 2003) (46 U.S.C. Appx 1241). (Applies to supplies transported by ocean vessels (except for the types of subcontracts listed at 47.504(d).)

(2) Listed below are additional clauses that may apply:

(i) 52.209-6, Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment (JULY 1995) (Applies to contracts over \$25,000).

(ii) 52.211-17, Delivery of Excess Quantities (SEPT 1989) (Applies to fixed-price supplies).

(iii) 52.247-29, F.o.b. Origin (JUN 1988) (Applies to supplies if delivery is f.o.b. origin).

(iv) 52.247-34, F.o.b. Destination (NOV 1991) (Applies to supplies if delivery is f.o.b. destination).

(c) 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):

<http://www.arnet.gov/far>  
<http://www.farsite.hill.af.mil>  
<http://www.dtic.mil/dfars>

(d) Inspection/Acceptance. The Contractor shall tender for acceptance only those items that conform to the requirements of this contract. The Government reserves the right to inspect or test any supplies or services that have been tendered for acceptance. The Government may require repair or replacement of nonconforming supplies or reperformance of nonconforming services at no increase in contract price. The Government must exercise its postacceptance rights--

(1) Within a reasonable period of time after the defect was discovered or should have been discovered; and

(2) Before any substantial change occurs in the condition of the item, unless the change is due to the defect in the item.

(e) Excusable delays. The Contractor shall be liable for default unless nonperformance is caused by an occurrence beyond the reasonable control of the Contractor and without its fault or negligence, such as acts of God or the public enemy, acts of the Government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, unusually severe weather, and delays of common carriers. The Contractor shall notify the Contracting Officer in writing as soon as it is reasonably possible after the commencement of any excusable delay, setting forth the full particulars in connection therewith, shall remedy such occurrence with all reasonable dispatch, and shall promptly give written notice to the Contracting Officer of the cessation of such occurrence.

(f) Termination for the Government's convenience. The Government reserves the right to terminate this contract, or any part hereof, for its sole convenience. In the event of such termination, the Contractor shall immediately stop all work hereunder and shall immediately cause any and all of its suppliers and subcontractors to cease work. Subject to the terms of this contract, the Contractor shall be paid a percentage of the contract price reflecting the percentage of the work performed prior to the notice of termination, plus reasonable charges that the Contractor can demonstrate to the satisfaction of the Government, using its standard record keeping system, have resulted from the termination. The Contractor shall not be required to comply with the cost accounting standards or contract cost principles for this purpose. This paragraph does not give the Government any right to audit the Contractor's records. The Contractor shall not be paid for any work performed or costs incurred that reasonably could have been avoided.

(g) Termination for cause. The Government may terminate this contract, or any part hereof, for cause in the event of any default by the Contractor, or if the Contractor fails to comply with any contract terms and conditions, or fails to provide the Government, upon request, with adequate assurances of future performance. In the event of termination for cause, the Government shall not be liable to the Contractor for any amount for supplies or services not accepted, and the Contractor shall be liable to the Government for any and all rights and remedies provided by law. If it is determined that the Government improperly terminated this contract for default, such termination shall be deemed a termination for convenience.

(h) Warranty. The Contractor warrants and implies that the items delivered hereunder are merchantable and fit for use for the particular purpose described in this contract.

(End of clause)

#### 52.219-1 SMALL BUSINESS PROGRAM REPRESENTATIONS (MAY 2004)

(a)(1) The North American Industry Classification System (NAICS) code for this acquisition is **921150**.

(2) The small business size standard is **N/A**.

(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 separate 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; 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.
- (End of provision)

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):

<http://www.arnet.gov/far>  
<http://www.farsite.hill.af.mil>  
<http://www.dtic.mil/dfars>

(End of provision)