

# Solicitation and Quote for Stewardship Service Contract

Contract Name: Swan Front Ranger Services Stewardship Contract

Contract Number: SF-11011000-027-10

Type of Solicitation: Sealed Quote

Issued By: Swan Valley Ecosystem Management & Learning Center, Inc.

Address Offer To: Swan Valley Ecosystem Management & Learning Center, Inc.  
Attn: Anne Dahl, President  
6887 Highway 83  
Condon, MT 59826

Sealed quotes will be accepted until 3:30 p.m. local time March 12, 2010. Sealed quotes will be opened at 3:30 p.m. on March 12, 2010 at the U.S. Forest Service Condon Work Center. Incomplete quotes will be considered non-responsive and returned to the quoter. It is expected that the contract will be awarded by April 2, 2010. *Caution - Any quote received at the office designated in the solicitation after the exact time specified for receipt will not be considered.*

## **Quote** (Must be fully completed by quoter)

The undersigned agrees, if this bid is accepted, to provide the services included in the technical proposal submitted with this quote, within the specified time frames.

Name and Address of Quoter: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

(\_\_\_\_\_) \_\_\_\_\_

(Telephone Number)

\_\_\_\_\_  
(Quoter's Signature)

\_\_\_\_\_  
(Date)

## TABLE OF CONTENTS

<u>Description</u>	<u>Section</u>	<u>Number Of Pages</u>
Services and Prices	A	1
Preparation of Quotes and Technical and Business Proposals	B	3
Technical Specifications for Recreational Resource Management Activities	C	7
Special Provisions	D	4
Exhibits	E	
Trail Opening Maps		2
Trail Overview Sketch		1
Trail Corridor Sketch		1
Water Bar Sketch		1

**Section A - Summary of Services and Prices**

A-1 - Schedule of Items for Recreational Resource Management Services

<u>Item Number</u>	<u>Description of Service</u>	<u>Your Estimated No. Of Work Days (from Technical Proposal)</u>	<u>Price/Work Day</u>	<u>Total Amount</u>
1	Trail opening & maintenance	_____	\$_____	\$_____
2	Ranger services, including litter cleanup, site naturalization, visitor contract and campsite inventory	_____	\$_____	\$_____

Total price for Recreational Resource Management Services  
 (Total of items 1 and 2) \$\_\_\_\_\_\*

*\* Note: Total price amount from the Schedule of Items A-1 plus A-2 on the following page **MUST NOT** exceed \$22,000.*

\_\_\_\_\_  
 (Company's Name)

\_\_\_\_\_  
 (Quoter's Signature)

\_\_\_\_\_  
 (Date)

## Section B - Preparation of Quotes and Technical and Business Proposals

Proposals shall be submitted in two parts, a technical proposal and a business (price) proposal. Each part shall be separate and complete in itself so that evaluation of one may be made independently of the other. **Do not mention price in the technical proposal.** Each proposal shall be signed by the quoter.

Technical Proposal - The technical proposal must include information on how the work will be organized and performed in accordance with the specifications and evaluation criteria set forth in this solicitation. To assist the Technical Review Committee in their evaluation you should number your responses to correspond with the criteria being addressed. The technical portion of your proposal must address such things as the following:

(A) Knowledge, experience, specialized skills, training, and education in trail opening and maintenance, ranger services, and ecological monitoring to be applied to this project.

(1) The name and address of key personnel who will do the trail opening, ranger services, and ecological monitoring work.

(2) The experience, specialized skills, training, and education that relate to the performance of the duties of this contract; i.e., previous public contact or administrative duties, experience in one or more segments of the job, backpacking, horsemanship, trail opening, site naturalization, ecological monitoring, etc.

(3) Describe your knowledge of the Upper Swan Valley.

(4) List any specialized past training or education that will be beneficial in the performance of the duties of this contract.

(B) Understanding of the work requirements, workload demands, and procedures for providing trail opening and maintenance, ranger services, and ecological monitoring as herein described.

(1) Provide a narrative, in sufficient detail, that specifies a complete description of the services you understand are required and your proposal for accomplishing them. You may also include any proposed alternative that you think would accomplish the required task.

(2) Provide a written work schedule showing how the trail opening, litter cleanup, site naturalization, visitor contact work, and ecological monitoring will be accomplished. As a minimum, the schedule should show the proposed dates when the respective sites within the work areas will be visited, and the person(s) performing the work.

(C) Ability to communicate effectively with the public.

(1) Previous experience in dealing with the general public in information dispersal or gathering.

(2) The ability to tactfully convey proper low impact use ethics to the recreation user, to maintain a calm and courteous host attitude under adversity, and to solicit cooperation of those uninformed users.

(3) Indicate style of dress of field personnel. Address how personnel are to be identified as Contractors (e.g., logo, name tag, etc.). What personal protective equipment will be provided and worn during trail opening portions of the contract.

(D) Physical abilities to perform the work.

(1) The ability to hike long distances and backpack heavy loads.

(2) The ability to perform hard physical labor utilizing power tools, hand tools, native materials, and primitive skills within the time required to do the work.

(3) The ability to successfully perform the required tasks during inclement weather.

(E) Ability to gather and compile recreational use data and ecological monitoring information.

#### Business Proposal

(A) The business or price proposal shall as a minimum address and provide an itemized breakdown of such things as:

(1) Travel costs.

(2) Wages and payroll expenses (e.g., worker's compensation, FICA, unemployment insurance, etc.).

(3) Equipment costs.

(4) Self-inspection costs.

(5) Overhead and profit rates.

(6) Liability (\$1 Million Coverage)

(B) The business proposal shall be submitted in a manner that the price elements may be evaluated against the required elements of work. Bidder shall submit prices based on specifications in this solicitation for:

(1) Trail opening price per day.

(2) Price for ranger services per day.

(C) Total contract bid price must not exceed \$22,000.00. Actual available funds may be less. If actual available funds are less the scope of the work would be renegotiated.

## **Section C - TECHNICAL SPECIFICATIONS**

### **SWAN FRONT STEWARDSHIP PROJECT - 2010 to 2014**

The following technical specifications, as agreed upon by the Swan Valley Ecosystem Management & Learning Center, Inc. and the Forest Service, are intended to help guide the development of work schedules and to provide minimum specifications for ranger services on the Swan Front.

#### **SEASON OF OPERATION**

The recreational resource management activities (ranger services) for the Swan Front Stewardship Project will be accomplished during the summer and fall field seasons. This season will extend from approximately Memorial Day weekend to October 1. The actual dates for work to begin may vary depending on weather, trail conditions, and other circumstances. Work schedules should include weekends and holidays, since these are high use periods during the season of operation. All other responsibilities, such as ecological monitoring and citizen participation, could occur throughout the year.

#### **TRAIL OPENING AND MAINTENANCE**

On the Swan Front, from Napa Point south to Holland Lake, there are approximately 48 miles of system trails that are maintained on an annual basis. The Napa Point Trail # 31, Lion Creek Trail #25, Smith Creek Trail #29, and East Foothill Trail #192 are to be opened. If weather and conditions permit, the trail opening work for these trails should be completed by the dates shown below. Chainsaws may be used in the performance of this work.

The trails to be opened are as follows; the miles are approximate.

<b>Completion Date</b>	<b>Trail</b>	<b>Miles</b>
5/20	East Foothill Trail #192	7
6/15	Smith Creek Trail #29	5
6/30	Lion Creek Trail #25	9
7/15	Napa Point Trail #31	5

On-going trail maintenance of the trails listed above consists of trail work that is performed throughout the season as part of the daily ranger duties. This work may involve such things as removing downed trees, rocks, and wood debris from the trail corridor that have occurred after initial trail opening. If left in the trail corridor, these obstructions may cause restricted public access or resource damage due to stock and people detouring around the obstruction. Most of this work can be accomplished with minimum tools and should not take away from other ranger duties. Excessive amounts of downed trees or rock in the trail corridor should be reported to the Forest Service so that adjustments in the schedule or other arrangements can be made to accomplish the work. This on-going maintenance should follow the specifications listed in this section.

<b>Trail</b>	<b>Miles</b>
Holland Gordon Trail #35	9
Holland Falls Trail #416	1.5
Old Holland Lookout Trail #42	4.5
Smith Creek Trail #29	5
Big Salmon Creek Trail #457	1
East Holland Connector Trail #415	3
Sapphire Lakes Trail #120	2.75
East Foothill Trail #192	7
Lion Creek Trail #25	9
Napa Lookout Trail	5

### **Trail Opening and Maintenance Specifications**

**A. Trees.** The removal of trees should be to the following dimensions:

An area eight (8) feet wide by ten (10) feet high will be described as the Trail Travelway. The width dimension will be that area 4 feet on either side of the trail centerline. (See Trail Overview Drawing)

The work described applies to all trees, or portions of trees which have entered the travelway since the last maintenance period. Excessive amounts of downed trees (more than what normally occur during an average year) in any portion of the trail travelway should be reported to the Forest Service so that adjustments in the schedule or other arrangements can be made to accomplish the trail opening in a timely manner.

**1. Downed and Leaning Trees.** All downed and leaning trees, including parts of trees, should be cut and removed off the travelway. Such downed or leaning trees should be cut on both sides of the trail to the limits specified. The portion of tree that remains on the upper side of the trail should be either placed to prevent rolling into the trail, or moved across and off the travelway to the lower side of the trail. No blasting is permitted.

**a. Downed Trees or Logs not Attached to Root System.** If any portion of a downed tree or log lies across or protrudes into the trail travelway, the downed tree or log should be cut off at the edge of the travelway. If the downed tree or log is entirely within the travelway, it should be removed from the travelway.

**b. Downed Trees (Live or Dead) Attached to Root System.** If any portion of a downed tree lies across or protrudes into the travelway and the root mass is outside the travelway, the downed tree should be cut off at the edge of the travelway. If any portion of a downed tree lies across or protrudes into the trail travelway and the root mass is within the trail travelway, the downed tree should be cut off at the root collar (original ground level). Lateral roots protruding toward the trail tread should be cut off flush with the stump.

c. **Leaning Tree (Live or Dead).** Any leaning tree, regardless of the location of its root system, of which any portion of the main bole (trunk) enters into the Trail Corridor (a space 10 feet high and 1 foot wide on each side of the trail centerline), should be cut off at the root collar. The felled tree should be treated as a downed tree.

d. **Downed Trees Occurring After Initial Removal.** Downed or leaning trees may occur after initial trail opening has been performed. When downed trees cause restricted public access or resource damage due to stock and people detouring around the obstruction, the trees should be removed as part of the daily ranger duties. Excessive amounts of downed trees should be reported to the Forest Service so that adjustments in the schedule or other arrangements can be made to accomplish the work.

2. **Rock Removal.** All loose rock, cobbles, and clumps of soil exceeding 3 inches in any dimension should be removed from the Trail Tread, (an area 1 foot on each side of the trail centerline), and deposited at least 3 feet away from the centerline on the downhill side of the trail. These requirements also apply to any segments of trail which approach crossings of rivers, creeks, and fords (flood plain); and should also be required at all water crossings where the water level is less than 18 inches in depth.

3. **Wood Debris.** All loose wood debris including, but not limited to, limbs, branches, and other tree remnants larger than 1 inch in diameter OR 12 inches in length that have fallen on the trail tread should be removed.

4. **Soil and Debris Slides.** All soil and debris slides less than 12 inches in height at the trail centerline and covering less than 6 lineal feet of trail tread should be removed.

The locations of any slides exceeding these dimensions will be brought to the attention of the Forest Service as soon as practicable.

5. **Brush Removal.** Complete brushing of the trail travelway is not required under this agreement however the selective cutting of brush and branches which impede the travelway, visibility or present a public safety hazard is required. Selective brushing can be accomplished during regular ranger duties.

## **B. Drainage**

1. **Water Bars, Ditches, and Culverts.** Accumulated dirt, rocks, and debris should be removed from the upgrade side of all water bars and dips and the entire length of constructed lead off ditches to provide effective drainage. Ditches and culverts (rock or metal) shall be cleared of accumulated dirt, rocks, and debris to provide free passage of water along, under, and away from the trail tread. Mineral soil removed from these features should be replaced on the trail and tamped down to fill holes or reinforce berms. Duff, vegetative matter and organic soils shall be removed from the trail to the down slope side.

Existing drainage facilities should be cleaned at least to a shovel width; i.e., 9 1/2 inches wide and 4 inches deep, to permit water to flow freely from the tread. This includes, but is not limited to: water bars, drainage dips, and berm openings.

Existing culverts (rock or corrugated metal pipe) should be cleaned of silt, sticks, branches, rocks, and other debris to assure free passage of water under and away from the trail tread. Some culverts may not be readily visible.

Ditches and drains parallel to trail centerline should be cleaned of silt, rocks, and debris, such as sticks and branches, to the width of a shovel blade.

Water flowing down the trail tread shall be diverted across the trail tread whenever possible at, or as near as possible to, the point where it enters the traveled way. This will include, but not be limited to, a shovel width opening in the trail berm and ditching.

## **RANGER SERVICES**

Ranger services include initial trail opening, on-going trail maintenance, litter cleanup, site naturalization, visitor contact and education, collection of visitor use information, and maintenance of trailhead facilities. The nature of these duties is such that they can, in part, be performed at the same time while visiting a specific area.

The areas to be included in ranger services are described in the Litter Cleanup and Site Naturalization section below. The ranger services should be scheduled to at least meet the minimum duty and frequency requirements stated for the individual areas.

### **A. Litter Cleanup and Site Naturalization.**

This involves the reduction and removal of the evidence of people's presence and the monitoring and protection of impacted sites. It includes picking up and packing out litter, breaking down and scattering fire rings, scattering stacked fire wood, and naturalizing sites. Find and bury any inadequately buried human waste or toilet paper. The dismantling and removal of visitor created campsite "furniture," meat poles and the like is also a key part of this responsibility. All fire rings found to have hot coals or still be burning shall be extinguished by mixing with dirt or water until cool.

The amount of site naturalization and litter cleanup required to maintain an acceptable appearance is dependent upon the amount and type of use occurring in the area. Site naturalization consists of, but is not limited to, scattering of needles or forest litter (i.e., duff, limbs, leaves, etc.) over the impacted sites; removing wood chips, firewood, green boughs, litter generated by people, and horse manure from the impacted sites; and otherwise removing the evidence of people's presence.

Minimum frequency rates and areas for litter cleanup and site naturalization are listed below:

**Once per week (Memorial Day to October 1):**

Holland Falls Trail #416 - (estimate half day each trip).

**Once every 2 weeks (July 1 to October 1):**

Upper Holland Lake (Holland Gordon Trail #35 and East Holland Connector Trail #415 can be alternated every other trip with at least three trips being overnight stays at Upper Holland Lake)

**Once per month (July, August, and September):**

Sapphire Lakes Area (Sapphire Lakes Trail #120 and Old Holland Lookout Trail #42)

Smith Creek Trail #29

Napa Lookout Trailhead

Rumble Lakes

Pony Lake and Cat Lake

Lion Creek Trail #25 - (most likely an overnight trip, including travel to Lion Creek Pass).

East Foothill Trail #192

**B. Visitor Contact.**

This task involves two methods of communicating with visitors. These are: (1) one-on-one personal contact and (2) through written media such as signs and instructions at trailheads. It also involves tactful encouragement of visitors to abide by forest regulations.

**1. Personal Visitor Contacts.** Ranger patrols should be scheduled to maximize the number of backcountry visitors contacted. Onsite contacts are most effective and can be performed during site naturalization or cleanup visits. Trailhead contacts can also be effective. Area descriptions, found under the Litter Cleanup and Site Naturalization section, shall be used to determine and prepare the schedule of visitor contacts. The minimum frequency for personal visitor contacts should be the same as the minimum frequency for Litter Cleanup and Site Naturalization specified for the areas above, as both of these tasks can be performed at the same time.

Make contact with every visitor encountered by introducing yourself and briefly explaining your role before asking them any questions. For example, "Hello, my name is Sue; I am a backcountry ranger working with the Swan Ecosystem Center in partnership with the Forest Service."

Visitors should be asked where they are going, about the duration of their stay, their intended route and campsites. Explanation of pertinent rules, like bear food storage, stock containment, weed free feed, and pack in pack out, should be done every time. The contact should proceed like a conversation, not a lecture or interrogation, and should be positive and informative.

Tact must be used in discussions with users to gain understanding and compliance with backcountry ethics. This involves friendly persuasion of those who may be in violation of Forest Service rules and regulations so that they understand and adopt good backcountry ethics. This agreement, or any agreement between the Swan Ecosystem Center and the United States Forest Service, does not convey any law enforcement or custodial authority to the backcountry rangers. The backcountry ranger shall not at any time convey to a visitor that their behavior or actions will result in a citation or arrest, nor shall the ranger construe in any way that they have any enforcement authority. Simply and positively inform a visitor of the rules or regulations and request their cooperation.

If cooperation cannot be obtained by the "Good Host" method, then document as much of the following information as is reasonably available without jeopardizing one's safety: name, street address, phone number, of the individual, description of the individual, date and time of the incident, date and time of the report, location of the incident, nature of the incident, and similar information for any witnesses to the incident. Contact the designated Forest Service contact within 12 hours of returning to the trailhead. For major violations, the Forest Service shall be contacted immediately upon reaching a telephone or radio. Information concerning what constitutes major violations and a list of Forest Service contacts will be provided at the beginning of the field season.

The Forest Service should be provided a summary of recreation use data at the end of each field season. This summary shall display Recreation Visits and Recreation Visitor Days by trail and/or drainage basin. The Forest Service shall provide training and information on collection and reporting of this data at the beginning of the field season. In most cases this will consist of recording the number of visitors encountered during patrol days; however in some cases collection of electronic trail counter numbers may be included.

**2. Trailhead Maintenance and Monitoring.** Trailhead maintenance should be performed on an as-needed basis during the use season. This work consists of the following:

- a. Collecting completed registration cards and replenishing the registration boxes with blank cards and pencils.
- b. Checking the condition of and replacing missing or damaged posters, paper signs, or other notices at the trailhead information boards.
- c. Litter cleanup.
- d. Recording vehicle descriptions and license plates.

### **C. Maintenance of Ranger Journals**

Ranger journals shall be maintained showing, as a minimum, the following information:

- Location, date, and number and type of visitors contacted.
- Trail work accomplished.
- Unusual wildlife sightings; i.e., goat, mountain sheep, grizzly bear, wolf, etc., and record their number and location.
- Location and extent of noxious weeds.

Completed copies of the ranger journals will be furnished to the Forest Service on a periodic basis during the field season.

### **D. Work Schedule for Ranger Services.**

A written work schedule shall be prepared showing how the litter cleanup, site naturalization, and monitoring visitor contact work will be accomplished. As a minimum, the schedule should show the proposed dates when the respective sites within the work areas will be visited, and the person(s) performing the work. Adjustments may be made in the approved work schedule to accommodate changing conditions, such as severe weather, wildfire impacts, visitor safety concerns, and special visitor or animal problems. The Forest Service should be notified of these changes as soon as practicable.

### **E. New Project Proposals**

All new proposed projects will be forwarded to the Swan Lake Ranger District prior to implementation for review and approval. This is to insure consistency with the Flathead Forest Land and Resource Management Plan, Regional Trail Standards, and NEPA.

### **F. Campsite Monitoring For Food Storage Order**

All campsites (both occupied and unoccupied) that are encountered shall be monitored for compliance with the bear food storage order. It should be noted in the ranger journal or on a separate form whether attractants have been stored properly in an unoccupied camp and whether campers have the ability to store items in an occupied camp if the camp is left unattended.

### **G. Outfitter and Guide Administration**

The Forest Service will be responsible for all outfitter and guide administrative duties. The Swan Lake Ranger District will be contacted concerning outfitter and guide activities noted during backcountry visits. Copies of current itineraries will be furnished by the Forest Service in order to keep everyone informed about outfitter and guide activities in the area. When an outfitter is encountered in the field note the name of the outfitter, date encountered, number of clients, location, and outfitter's destination in Ranger Journals. Any outfitter use in conflict with Forest Service provided itineraries is to be reported to the Forest Service within 12 hours of returning to a trailhead.

## **FOREST SERVICE-FURNISHED PROPERTY AND MATERIALS**

The following is a list of materials, property, or services which will be provided by the Forest Service at the places and times specified below.

### **A. Materials and Supplies**

1. Inventory forms, registration cards, brochures, handout materials, signs, signboards, and posters to replace those damaged or deteriorating at trailheads or other necessary locations. Requests for additional materials, including replacement signs, must be made to the Forest Service as soon as the need arises. Delivery of new trail signs can take up to two months.

### **B. Equipment**

1. Personal portable radios to provide worker contact, visitor safety, and for contact with District personnel. The Forest Service will not be responsible for replacing the batteries. Radios will be issued at the pre-season meeting and returned to the Forest Service at the post season meeting.

### **C. Space and Services**

1. Access to temporary storage space, and office services will be provided at the Condon Work Center upon prior arrangement with the designated Forest Service contact.

## **Section D - Special Provisions**

### **1. - Contract Period**

The contract period will commence with the award of the contract anticipated to be by May 1, 2010. The field work will commence by May 15, 2010, depending on weather and trail conditions. The yearly contract term will end one year from award date of each year, except for the last year which shall end on December 31. Unless otherwise changed, field work periods will remain the same for any extension of the contract period.

### **2. - Option To Extend The Term Of The Contract**

The option for extending the contract for additional years through 2014 depends on availability of funds. In the event the funding level for the subsequent years decreases or increases, an agreement between the Contractor, Swan Ecosystem Center, and the Forest Service may reduce or expand the amount of work to compensate for the difference.

### **3. - Payment During Extended Terms**

Contract price during the extended terms of the contract will reflect increases or decreases in the cost of performing the contract work. The increases or decreases used in establishing the price will be those indicated by the changes in the following price indices:

- (a.) The Bureau of Labor Statistics Producers' Price Index for all Industrial Commodities.
- (b.) The Bureau of Labor Statistics Figures for Average Hourly Earnings for Production or Non-Supervisory Workers in Manufacturing Industries.

The basis for establishing the price will be the changes in the indices over the calendar year immediately prior to the year in which the contract extension is effective. The price will be derived by multiplying the average of the percentage changes of the two indices times the price in effect for the year immediately prior to the year in which the extension is effective. The result will be added to the price for the prior year to become the newly established contract price.

### **4. - Method Of Payment**

Payment will be made for completed and accepted work days at the price set forth in the contract. Upon receipt of a statement of work completed, Swan Ecosystem Center shall make payments monthly as the work proceeds, or at more frequent intervals as determined by Swan Ecosystem Center on work actually accomplished in accordance with contract specifications.

### **5. - Pework Conference And After Project Review**

Prior to commencement of work, Swan Ecosystem Center will arrange a meeting with the Contractor and the Forest Service to discuss the contract terms and work performance requirements. At the end of the field season, Swan Ecosystem Center will arrange an after-project-review with the Contractor and the Forest Service to identify lessons learned and to determine if specified end-results were met.

### **6. - Statement Of Equivalent Rates For Hired Employees**

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

### **7. - Permits And Responsibilities**

The Contractor shall, without additional expense to Swan Ecosystem Center, be responsible for obtaining any necessary licenses and permits, and for complying with any Federal, State, and municipal laws, codes, and regulations applicable to the performance of the work. The Contractor shall be responsible for all damages to persons or property that occur as a result of the Contractor's fault or negligence. The Contractor shall be responsible for all work to be performed until completion and

acceptance of the entire work, except for any completed unit of work which may have been accepted under the contract.

#### **8. - Insurance**

The Contractor shall have in force commercial general liability insurance covering a combined single limit in the amount of **\$1,000,000.00**. The coverage shall extend to property damage, bodily injury, or death rising out of the Contractor's activities under this agreement.

#### **9. - Termination By Default**

If the Contractor refuses or fails to prosecute the work or any separable part, with the diligence that will insure its completion within the time specified in this contract including any extensions, or fails to complete the work within this time, Swan Ecosystem Center may, by written notice to the Contractor, terminate the right to proceed with the work (or the separable part of the work) that has been delayed. Termination may also result from poor work and inappropriate behavior by the contractor. In these events, Swan Ecosystem Center may take over the work and complete it by contract or otherwise. The Contractor shall be liable for any damage to Swan Ecosystem Center resulting from the Contractor's refusal or failure to complete the work within the specified time, whether or not the Contractor's right to proceed with the work is terminated. This liability includes any increased costs incurred by Swan Ecosystem Center in completing the work.

The Contractor's right to proceed shall not be terminated nor the Contractor charged with damages under this provision, if the delay in completing the work arises from causes other than normal weather beyond the control and without the fault or negligence of the Contractor. Examples of such causes include: acts of God or of the public enemy, fires, floods, epidemics, unusually severe weather, etc.

#### **10. - Termination For Convenience**

Swan Ecosystem Center reserves the right to terminate this contract, in whole or in part, by written notice for its convenience.

#### **11. - Changes**

Swan Ecosystem Center may at any time, by written order, make changes within the general scope of this contract in any one or more of the following:

- (a) Description of services to be performed.
- (b) Time of performance (i.e., hours of the day, days of the week, etc.)
- (c) Place of performance of the services.

If any such changes cause an increase or decrease in the cost of, or the time required for, performance of any part of the work under this contract, whether or not changed by the order, Swan Ecosystem Center

shall make an equitable adjustment in the contract price, the delivery schedule, or both, and shall modify the contract.

## **12. - Award Statement**

Award will be made to the Bidder (1) whose proposal is technically acceptable and (2) whose technical/cost relationship is the most beneficial. The critical factor in making any cost-technical trade-off is not the spread between the technical rankings, but rather what is the significance of that difference. The significance of the spread in rankings will be determined on the basis of what that difference might mean in terms of performance and what it would cost Swan Ecosystem Center to take advantage of it. Award may not necessarily be made to the Bidder submitting the lowest bid. Also, award may not necessarily be made for technical capabilities that would appear to exceed those needed for the successful performance of the work. Swan Ecosystem Center reserves the right to make cost/technical trade-offs that are to their best interest.

Award may be made without further negotiations. Proposals should be submitted initially on the most favorable terms, from a price and technical standpoint, which the Bidder can submit to Swan Ecosystem Center. However, Swan Ecosystem Center may, after evaluation of proposals, conduct further oral or written discussions as appropriate, with all Bidders whose proposals are within a competitive range.

The Technical Proposals will be evaluated and ranked as to their degree of acceptability by a Technical Review Committee on the basis of the following criteria.

## **13. - Evaluation Criteria**

The following criteria will be used in analyzing Technical Proposals. The five criteria are listed in descending order of priority. (See Section B)

- a. Knowledge, experience, specialized skills, training, and education in trail opening and maintenance, and ranger services to be applied to this project.
- b. Understanding of the work requirements, workload demands, and procedures for providing trail opening and maintenance, and ranger services as herein described.
- c. Ability to communicate effectively with the public.
- d. Physical abilities to perform the work.
- e. Ability to gather and compile recreational use data and ecological monitoring information.