



**SQUAXIN ISLAND TRIBE**

WEST 81 HIGHWAY 108  
SHELTON, WASHINGTON 98584  
(206) 426-9781

RESOLUTION NO. 83-21  
— of the  
SQUAXIN ISLAND TRIBAL COUNCIL

WHEREAS, the Squaxin Island Tribal Council is the Governing Body of the Squaxin Island Tribe of Indians by the authority of the Constitution and By-laws of the Squaxin Island Tribe, as approved and adopted by the General Body and the Secretary of the Interior on July 8, 1965;

WHEREAS, the Squaxin Island Tribal Council has been entrusted with the overall health, education and welfare of it's Tribal Members; and

WHEREAS, Tribal member, David E. Lopeman, has been awarded U.S. Department of Agriculture Forest Service Contract No. SBO8320660 53--5H7-3-23(R6-8-83-16) to his Indian owned and operated company for performing work on areas of the Tonasket Ranger District, providing one crawler-type tractor with operator, fuel, maintenance and supplies;

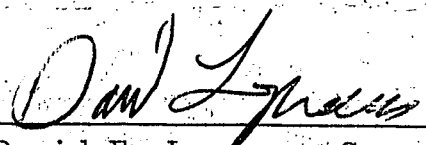
NOW THEREFORE BE IT RESOLVED, that the Squaxin Island Tribal Council has agreed to cosign with Mr. Lopeman for a short-term loan of \$8,000 with the Puget Sound National Bank so that he may proceed immediately to fulfill the requirements of the contract.

BE IT FURTHER RESOLVED, the Squaxin Island Tribal Council designated Frank Parker, Council Treasurer, as member authorized to co-sign on the note.

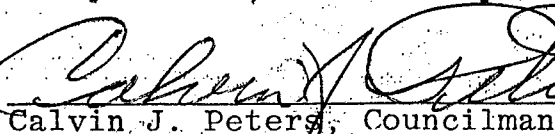
CERTIFICATION

The Squaxin Island Tribal Council does hereby certify that the above Resolution was adopted at a regular meeting of the Squaxin Island Tribal Council held on this 2nd day of June, 1983, at which time a quorum was present and passed by a vote of 4 for and 0 against.

ATTESTED BY:

  
David E. Lopeman, Secretary

  
Evelyn Allen, Vice Chairperson

  
Calvin J. Peters, Councilman

# U.S. DEPARTMENT OF AGRICULTURE FOREST SERVICE

**CONTRACT NO.**

SB08320660  
53-05H7-3-23(R6-8-83-16)

**PROJECT:**

Rental of Crawler-type Tractor,  
285 Hours

**LOCATION:**

Tonasket Ranger District  
Okanogan National Forest

**CONTRACTOR:**

David E. Lopeman Co.  
SE 3834 Old Olympic Highway  
Shelton, Washington 98584

**AWARDING OFFICE:**

U.S. Small Business Administration  
915 Second Avenue  
1744 Federal Building  
Seattle, WA 98174



# SOLICITATION, OFFER AND AWARD

3. CERTIFIED FOR NATIONAL DEFENSE UNDER DPM REG. 1 AND/OR DMS REG 1 RATING  
 4. PAGE 1 OF 1

1 CONTRACT (Proc Inst Ident) NO  
 SBO 08320660  
 53-05H7-3-23

2 SOLICITATION NO  
 R6-8-83-16  
 ADVERTISED (FB)  NEGOTIATED (RFP)

5 DATE ISSUED  
 3/25/83

6 REQUISITION PURCHASE REQUEST NO

7 ISSUED BY  
 CODE  
 USDA Forest Service  
 Okanogan National Forest  
 1240 S. Second/P.O. Box 950  
 Okanogan, Washington 98840

8 ADDRESS OFFER TO (if other than block 7)  
 Contracting Officer  
 Okanogan National Forest  
 P.O. Box 950  
 Okanogan, Washington 98840

In advertised procurement offer and offeror shall be construed to mean bid and bidder

## SOLICITATION

9. Sealed offers in original and no copies for furnishing the supplies or services in the Schedule will be received at the place specified in block 8, or if handcarried, in the depository located in the Contracting Section until address same as Block 7 (Hour) (Date)

If this is an advertised solicitation, offers will be publicly opened at that time.  
**CAUTION - LATE OFFERS:** See pars. 7 and 8 of Solicitation Instructions and Conditions.  
 All offers are subject to the following:

- The Solicitation Instructions and Conditions, SF 33-A, (Rev. 1-78) edition which is attached or incorporated herein by reference.
  - The General Provisions, 6300-38 (7/82) edition, which is attached or incorporated herein by reference.
  - The Schedule included herein and/or attached hereto
  - Such other provisions, representations, certifications, and specifications as are attached or incorporated herein by reference
- (Attachments are listed in schedule.)  
 Margaret A. Orr, Contracting Specialist, Telephone 509/422-2704, Ext. 22

FOR INFORMATION CALL (Name & telephone no.) (No collect calls)

## SCHEDULE

10 ITEM NO	11 SUPPLIES-SERVICES	12 QUANTITY	13 UNIT	14 UNIT PRICE	15 AMOUNT
	See page 14, Continuation Sheet, SF-36, for schedule of Bid Items. Bidder agrees to perform in accordance with all of the terms and conditions of the invitation incorporated as listed on page 4, SF-33, List of Attachments.				

See continuation of schedule on page 4

## OFFER (pages 2 and 3 must also be fully completed by offeror)

In compliance with the above, the undersigned agrees, if this offer is accepted within \* calendar days (60 calendar days unless a different period is inserted by the offeror) from the date for receipt of offers specified above, to furnish any or all items upon which prices are offered at the price set opposite each item, delivered at the designated point(s), within the time specified in the schedule. \*See Clause 2, SF-33A, Page 10

16. DISCOUNT FOR PROMPT PAYMENT (See par 9 SF 33-A)  
 10 CALENDAR DAYS  20 CALENDAR DAYS  30 CALENDAR DAYS  CALENDAR DAYS

17. OFFEROR  
 CODE \_\_\_\_\_ FACILITY CODE \_\_\_\_\_  
 NAME AND ADDRESS (Street, city, county, State and ZIP code)  
 AREA CODE AND TELEPHONE NO

18. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER (Type or print)  
 Lopemans Forestry  
 DAVID E LOPEMAN

19. SIGNATURE  
 David E Lopeman

20. OFFER DATE  
 5/2/83

Check if remittance address is different from above - enter such address in Schedule

## AWARD (To be completed by Government)

21. ACCEPTED AS TO ITEMS NUMBERED  
 Item No. 1

22. AMOUNT  
 \$17,100.00

23. ACCOUNTING AND APPROPRIATION DATA  
 32721 (100%)

24. SUBMIT INVOICES (4 copies unless otherwise specified) TO ADDRESS SHOWN IN BLOCK \_\_\_\_\_

25. NEGOTIATED PURSUANT TO  
 15 USC 637(a)(2)  
 41 USC 252(c)(15)

26. ADMINISTERED BY (if other than block 7)  
 See Block 7

27. PAYMENT WILL BE MADE BY  
 Okanogan National Forest  
 P.O. Box 950  
 Okanogan, Washington 98840

28. NAME OF CONTRACTING OFFICER (Type or print)  
 Ralph C. Ruff, Contracting Officer  
 Small Business Administration

29. UNITED STATES OF AMERICA  
 BY Ralph C Ruff  
 (Signature of contracting officer)

30. AWARD DATE  
 5-13-83

Award will be made on this form, or on Standard Form 26, or by other official written notice

**CLEAN AIR AND WATER** (Applicable if the bid or offer exceeds \$100,000, or the contracting officer has determined that orders under an indefinite quantity contract in any year will exceed \$100,000, or a facility to be used has been the subject of a conviction under the Clean Air Act (42 U.S.C. 1857c-8(c)(1)) or the Federal Water Pollution Control Act (33 U.S.C. 1319(c)) and is listed by EPA, or is not otherwise exempt.)

The bidder or offeror certifies as follows:

(a) Any facility to be utilized in the performance of this proposed contract  has,  has not, been listed on the Environmental Protection Agency List of Violating Facilities.

(b) He will promptly notify the contracting officer, prior to award, of the receipt of any communication from the Director, Office of Federal Activities, Environmental Protection Agency, indicating that any facility which he proposes to use for the performance of the contract is under consideration to be listed on the EPA list of Violating Facilities.

(c) He will include substantially this certification, including this paragraph (c), in every nonexempt subcontract.

**3. CERTIFICATION OF INDEPENDENT PRICE DETERMINATION** (See par. 18 on SF 33-A)

(a) By submission of this offer, the offeror certifies, and in the case of a joint offer, each party thereto certifies as to its own organization, that in connection with this procurement:

(1) The prices in this offer have been arrived at independently, without consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other offeror or with any competitor;

(2) Unless otherwise required by law, the prices which have been quoted in this offer have not been knowingly disclosed by the offeror and will not knowingly be disclosed by the offeror prior to opening in the case of an advertised procurement or prior to award in the case of a negotiated procurement, directly or indirectly to any other offeror or to any competitor; and

(3) No attempt has been made or will be made by the offeror to induce any other person or firm to submit or not to submit an offer for that purpose of restricting competition.

(b) Each person signing this offer certifies that:

(1) He is the person in the offeror's organization responsible within that organization for the decision as to the prices being offered herein and that he has not participated, and will not participate, in any action contrary to (a)(1) through (a)(3), above; or

(2) (i) He is not the person in the offeror's organization responsible within that organization for the decision as to the prices being offered herein but that he has been authorized in writing to act as agent for the persons responsible for such decision in certifying that such persons have not participated and will not participate, in any action contrary to (a)(1) through (a)(3) above, and as their agent does hereby so certify; and (ii) he has not participated, and will not participate, in any action contrary to (a)(1) through (a)(3) above.

**4. CERTIFICATION OF NONSEGREGATED FACILITIES** (Applicable to (1) contracts, (2) subcontracts, and (3) agreements with applicants who are themselves performing federally assisted construction contracts, exceeding \$10,000 which are not exempt from the provisions of the Equal Opportunity clause.)

By the submission of this bid, the bidder, offeror, applicant, or subcontractor certifies that he does not maintain or provide for his employees any segregated facilities at any of his establishments, and that he does not permit his employees to perform their services at any location under his control, where segregated facilities are maintained. He certifies further that he will not maintain or provide for his employees any segregated facilities at any of his establishments, and that he will not permit his employees to perform their services at any location, under his control, where segregated facilities are maintained. The bidder, offeror, applicant, or subcontractor agrees that a breach of this certification is a violation of the Equal Opportunity clause in this contract. As used in this certification, the term "segregated facilities" means any waiting rooms, work areas, rest rooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated by explicit directive or are in fact segregated on the basis of race, color, religion or national origin, because of habit, local custom, or otherwise. He further agrees that (except where he has obtained identical certifications from proposed subcontractors for specific time periods) he will obtain identical certifications from proposed subcontractors prior to the award of subcontracts exceeding \$10,000 which are not exempt from the provisions of the Equal Opportunity clause; that he will retain such certifications in his files; and that he will forward the following notice to such proposed subcontractors (except where the proposed subcontractors have submitted identical certifications for specific time periods):

**Notice to prospective subcontractors of requirement for certifications of nonsegregated facilities.**

A Certification of Nonsegregated Facilities must be submitted prior to the award of a subcontract exceeding \$10,000 which is not exempt from the provisions of the Equal Opportunity clause. The certification may be submitted either for each subcontract or for all subcontracts during a period (i.e., quarterly, semiannually, or annually). **NOTE: The penalty for making false offers is prescribed in 18 U.S.C. 1001.**

**ACKNOWLEDGMENT OF AMENDMENTS**

The offeror acknowledges receipt of amendments to the Solicitation for offers and related documents numbered and dated as follows:

AMENDMENT NO.	DATE	AMENDMENT NO.	DATE

**NOTE: Offers must set forth full, accurate and complete information as required by this Solicitation (including attachments). The penalty for making false statements in offers is prescribed in 18 U.S.C. 1001.**

**SUPPLEMENTAL REPRESENTATIONS, CERTIFICATIONS AND ACKNOWLEDGEMENTS TO SF-33 (3/77)**

Standard Form 33, Solicitation, Offer and Award, 3/77, is hereby supplemented as follows:

OFFER - ADD to Page 1, Block 17 and complete the following:

1. The firm of Dun and Bradstreet, Inc., maintains a comprehensive contractor identification system known as the DUNS Numbering System. Each Contractor receiving an award over \$10,000 will be requested to identify its Principal Place of Performance and furnish its DUNS number if one has been assigned.

DUNS NUMBER 151311141210710191

DUNS Number Not Known

Contractor's Principal Place of Performance Stettin Mason WASH  
City, County and State

REPRESENTATIONS - Add and complete the following to page 2 of SF-33:

**8. WOMAN-OWNED BUSINESS**

Concern is ( ), is not  a woman-owned business.

A woman-owned business is a business which is, at least, 51 percent owned, controlled, and operated by a woman or women. Controlled is defined as exercising the power to make policy decisions. Operated is defined as actively involved in the day-to-day management.

For the purposes of this definition, businesses which are publicly owned, joint stock associations, and business trusts are exempted. Exempted businesses may voluntarily represent that they are, or are not, woman-owned if this information is available.

**9. PERCENT OF FOREIGN CONTENT**

The offeror/contractor will represent (as an estimate), immediately after the award of a contract, the percent of the foreign content of the item or service being procured expressed as a percent of the contract award price (accuracy within plus or minus 5 percent is acceptable)

PERCENT: \_\_\_\_\_

SUPPLEMENTAL REPRESENTATIONS, CERTIFICATIONS AND ACKNOWLEDGEMENTS TO SF-33 (cont'd)

10. PUBLIC OR PRIVATE ORGANIZATIONS FOR THE HANDICAPPED OR HANDICAPPED INDIVIDUALS

(Execute if a small business set-aside is involved and the offeror deems himself to be eligible.)

He is  a public or private organization for the handicapped or a handicapped individual, as provided in the Small Business Act, as amended and the regulations of the Small Business Administration.

The term "public or private organization" is one "\*\*\* (i) which is organized under the laws of the United States or of any State, operated in the interest of handicapped individuals, the net income of which does not insure in whole or in part to the benefit of any shareholder or other individual; (ii) which complies with any applicable occupational health and safety standard prescribed by the Secretary of Labor; and (iii) which in the production of commodities and in the provision of services during any fiscal year in which it receives financial assistance under this subsection, employs handicapped individuals for not less than 75 percentum of the man-hours required for the production or provision of the commodities or services \*\*\*" [15 U.S.C. 636 (h)(1)(A)].

The term "handicapped individual" means a "\*\*\* person who has a physical, mental or emotional impairment, defect, ailment, disease or disability of a permanent nature which in any way limits the selection of any type of employment for which the person would otherwise be qualified or qualifiable \*\*\*" [13 CFR 118.2(f)].



SPECIAL CLAUSES FOR SUBCONTRACTS

Special 8(a) Subcontract Conditions

- (1) The Small Business Administration (SBA) has entered into Contract No. \_\_\_\_\_  
53-05H7-3-23(SB08320660) with the USDA Forest Service, Okanogan  
National Forest to furnish the supplies, services or perform the  
work described therein. A copy of said contract is attached hereto and  
made a part hereof. The parties to such contract have agreed that SBA will  
subcontract all supplies, services or work required thereunder.
- (2) The parties to this subcontract agree that David E. Lopeman Company  
\_\_\_\_\_, will for an in the stead of SBA, fulfill and  
perform all of the requirements of Contract No. 53-05H7-3-23 (SB08320660)  
for the consideration stated herein.
- (3) The subcontractor acknowledges that its representatives have read and are  
familiar with each and every provision of the prime contract.
- (4) The subcontractor understands that the responsibility for administering  
this subcontract (including issuance of change orders, execution of modifi-  
cations, inspection, acceptance, etc.) has been delegated by SBA to USDA  
Forest Service, Okanogan National Forest.
- (5) Except where an advance payment is made by SBA, partial or progress pay-  
ments under this subcontract shall be made directly to the subcontractor by  
the USDA Forest Service, Okanogan National Forest. However, the final  
payment under the subcontract will be made only upon the written authoriza-  
tion of SBA and, in the case of a construction contract, after receipt of  
an executed release of claims from the subcontractor.
- (6) In the light of the purpose for which award is herein authorized; i.e., to  
assist the subcontractor toward achievement of viability, the subcontractor  
agrees not to subcontract any of the performance of any of the requirements  
of this subcontract without the prior written approval of the SBA and the  
designated contracting officer of USDA Forest Service, Okanogan National  
Forest.
- (7) The 8(a) subcontractor shall have the right of appeal from decisions of the  
Contracting Officer cognizable under the disputes clause of said subcon-  
tract. For the purposes of this subcontract, the reference to the "duly  
authorized representative" in the "Disputes" clause of the subcontract  
shall be deemed to refer to Secretary of the Department of Agriculture and  
the Board of Contract Appeals.
- (8) Pursuant to the provisions contained in paragraph (6) above, the following  
lower tier subcontractor(s) are authorized: