

G 1/11/85

Solicitation No. YA551-IFB5-340010

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT
DENVER SERVICE CENTER



Schedule, General Provisions, and Specifications

GARFIELD FLAT WILD HORSE REMOVAL
Mineral County, Nevada

SET ASIDE FOR SMALL BUSINESS

Bids will be received at the Bid Depository of the Bureau of Land Management, Building 50,
Denver Federal Center, Denver, Colorado 80225, until 2:30pm local time at place of bid opening January 11, 1985

NOTICE

The contents of this solicitation have been rearranged to conform to the new contract format as shown in the new Federal Acquisition Regulations. Please refer to Standard Form 33, Block 11, "Table of Contents" for locations of the various sections.

NOTICE

You must label your bid envelope with the OF-17 (as illustrated below) which is provided to you on the cover of this solicitation.

OF-17 (NOV. 60)

FPR (41CFR) 1-16.605

IMPORTANT — NOTICE TO BIDDER

On the envelope submitting your bid, it is imperative:

1. That your name and address appear in the UPPER left corner.
2. That the bottom portion of this label be filled in and pasted on the LOWER left corner.

5017-102

S E A L E D	INVITATION NO.	B I D D E N
	DATE OF OPENING	
	TIME OF OPENING A. M. P. M.	
	BID FOR	

BUREAU OF LAND MANAGEMENT
CARSON CITY OFFICE

DEC 17 11 13 AM '84

SECTION A

INFORMATION TO OFFERORS		SOLICITATION NO. YA551-IFB5-340010 <input checked="" type="checkbox"/> ADVERTISED (IFB) <input type="checkbox"/> NEGOTIATED (RFP)
ISSUING OFFICE (Complete mailing address including Zip Code) Department of the Interior Bureau of Land Management, D-551B Building 50, Denver Federal Center Denver, CO 80225		
ITEM(S) TO BE PURCHASED (Brief description) <p align="center">GARFIELD FLAT WILD HORSE REMOVAL, Mineral County, Nevada</p>		
THIS PROCUREMENT IS:		
	UNRESTRICTED	
X	SET-ASIDE. (THIS IS A 100 % SET-ASIDE FOR <input checked="" type="checkbox"/> SMALL BUSINESS OR <input type="checkbox"/> LABOR SURPLUS AREA CONCERNS.) (SEE SECTION C OF THE TABLE OF CONTENTS IN THIS SOLICITATION FOR DETAILS OF THE SET-ASIDE.)	
	OTHERWISE RESTRICTED TO	
<p>NOTE THE AFFIRMATIVE ACTION REQUIREMENT OF THE EQUAL OPPORTUNITY CLAUSE WHICH MAY APPLY TO THE CONTRACT RESULTING FROM THIS SOLICITATION.</p> <p>NOTE THE CERTIFICATION OF NONSEGREGATED FACILITIES IN THIS SOLICITATION. Bidders, offerors and applicants are cautioned to note the "Certification of Non-Segregated Facilities" in the solicitation. Failure of a bidder or offeror to agree to the certification will render his bid or offer nonresponsive to the terms of solicitations involving awards of contracts exceeding \$10,000 which are not exempt from the provisions of the Equal Opportunity clause.</p> <p>OFFEROR "FILL-INS". Offeror "fill-ins" are provided on the face and reverse of Standard Form 33 or other solicitation document and Section B of Table of Contents in this solicitation and should be examined for applicability.</p> <p>OFFERS. The envelope used in submitting your offer must be plainly marked with the Solicitation Number, as shown above, and the time, zone and date set forth in the solicitation document (Block 9 of Standard Form 33).</p> <p>NO OFFER. If NO OFFER is to be submitted, detach this sheet from the solicitation, complete the information requested on reverse, fold, staple, affix postage, and mail. NO ENVELOPE IS NECESSARY.</p> <p>NOTE—Offers must set forth full, accurate, and complete information as required by this solicitation (including attachments). The penalty for making false statements is prescribed in 18 U.S.C. 1001.</p>		
FOR INFORMATION ON THIS PROCUREMENT WRITE OR CALL (Not applicable if Standard Form 33 is attached)		
ADDITIONAL INFORMATION		
NAME AND ADDRESS LaVonna L. Hughes, D-551B, Bureau of Land Management Building 50, Denver Federal Center Denver, CO 80225	TELEPHONE (Area Code, No. & Ext.) (303) 236-0260	NO COLLECT CALLS

NO OFFER SUBMITTED FOR REASONS CHECKED

CANNOT COMPLY WITH SPECIFICATIONS

CANNOT MEET DELIVERY REQUIREMENT

UNABLE TO IDENTIFY THE SUPPLIES/SERVICES

DO NOT REGULARLY PROVIDE THE TYPE OF SERVICES/SUPPLIES INVOLVED

OTHER (Specify)

WE DO

WE DO NOT, DESIRE TO BE RETAINED ON THE MAILING LIST FOR FUTURE PROCUREMENT OF THE TYPE OF SERVICES/SUPPLIES INVOLVED.

THE OFFEROR REPRESENTS THAT HE () IS, () IS NOT, A MINORITY BUSINESS ENTERPRISE.

THE OFFEROR REPRESENTS THAT HE () IS, () IS NOT, CERTIFIED AS AN 8(a) CONTRACTOR. (IF CERTIFIED, INSERT CERTIFICATION NUMBER AND OFFICE ISSUING CERTIFICATION)

NAME AND ADDRESS OF FIRM (Include Zip Code)

SIGNATURE

TYPE OR PRINT NAME AND TITLE OF SIGNER

FOLD

FOLD

FOLD

FOLD

FROM:

AFFIX
STAMP
HERE

TO: Bureau of Land Management
Attention: LaVonna L. Hughes, D-551B
Building 50, Denver Federal Center
Denver, CO 80225

SOLICITATION NO. YA551-IFB5-340010

CLOSING TIME, ZONE AND DATE 2:30 p.m., local Denver time, January 11, 1985

SOLICITATION, OFFER AND AWARD		1. CERTIFIED FOR NATIONAL DEFENSE UNDER DOSA REG. 2 AND/OR DMS REG. 1	RATING	PAGE OF 1 51 PAGES
2. CONTRACT NO.	3. SOLICITATION NO. YA551-IFB5-340010	4. TYPE OF SOLICITATION <input checked="" type="checkbox"/> ADVERTISED (IFB) <input type="checkbox"/> NEGOTIATED (RFP)	5. DATE ISSUED 12/13/84	6. REQUISITION/PURCHASE NO.
7. ISSUED BY Department of the Interior Bureau of Land Management, D-551B Building 50, Denver Federal Center Denver, CO 80225		8. ADDRESS OFFER TO (If other than Item 7) Bureau of Land Management Building 50, Mailroom Denver Federal Center Denver, CO 80225		

NOTE: In advertised solicitations "offer" and "offeror" mean "bid" and "bidder".

SOLICITATION

9. Sealed offers in original and 0 copies for furnishing the supplies or services in the Schedule will be received at the place specified in Item 8, or if handcarried, in the depository listed in (see block 8 above, and Section I) until 2:30 local time 01/11/85

CAUTION - LATE Submissions, Modifications, and Withdrawals: See Section I, Provision No. 52.214-7 or 52.215-10. All offers are subject to all terms and conditions contained in this solicitation.

10. FOR INFORMATION CALL:	A. NAME	B. TELEPHONE NO. (Include area code) (NO COLLECT CALLS)
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11. TABLE OF CONTENTS

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<input checked="" type="checkbox"/>	B	SUPPLIES OR SERVICES AND PRICES/COSTS	3	PART III - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACH.			
<input checked="" type="checkbox"/>	C	DESCRIPTION/SPECS./WORK STATEMENT	4	<input checked="" type="checkbox"/>	J	LIST OF ATTACHMENTS	38
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OFFER (Must be fully completed by offeror)

NOTE: Item 12 does not apply if the solicitation includes the provisions at 52.214-16, Minimum Bid Acceptance Period.

12. 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.

13. DISCOUNT FOR PROMPT PAYMENT (See Section I, Clause No. 52-232-8)	10 CALENDAR DAYS	20 CALENDAR DAYS	30 CALENDAR DAYS	CALENDAR DAYS
	%	%	%	%
14. ACKNOWLEDGMENT OF AMENDMENTS (The offeror acknowledges receipt of amendments to the SOLICITATION for offerors and related documents numbered and dated:	AMENDMENT NO.	DATE	AMENDMENT NO.	DATE

15A. NAME AND ADDRESS OF OFFEROR	CODE	FACILITY	16. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER (Type or print)
15B. TELEPHONE NO. (Include area code)	15C. CHECK IF REMITTANCE ADDRESS IS DIFFERENT FROM ABOVE - ENTER SUCH ADDRESS IN SCHEDULE		18. OFFER DATE

AWARD (To be completed by Government)

19. ACCEPTED AS TO ITEMS NUMBERED	20. AMOUNT	21. ACCOUNTING AND APPROPRIATION	
22. SUBMIT INVOICES TO ADDRESS SHOWN IN (4 copies unless otherwise specified)	ITEM	23. NEGOTIATED PURSUANT TO	
		<input checked="" type="checkbox"/> 10 U.S.C. 2304(a) () <input checked="" type="checkbox"/> 41 U.S.C. 252(c) (1)	
24. ADMINISTERED BY (If other than Item 7)	CODE	25. PAYMENT WILL BE MADE BY	
26. NAME OF CONTRACTING OFFICER (Type or print)		27. UNITED STATES OF AMERICA	28. AWARD DATE
		(Signature of Contracting Officer)	

IMPORTANT - Award will be made on this Form, or on Standard Form 26, or by other authorized official written notice.

SIGNATURE EXTENSION PAGE TO SF-33

All persons involved in a partnership and/or a joint venture are required to sign as contractors. Spaces are provided below for additional signatures to this contract.

By _____

Title _____

Address _____

By _____

Title _____

Address _____

By _____

Title _____

Address _____

By _____

Title _____

Address _____

By _____

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By _____

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By _____

Title _____

Address _____

By _____

Title _____

Address _____

SECTION E - SUPPLIES OR SERVICES AND PRICES/COSTS

CONTINUATION SHEET	REFERENCE NO. OF DOCUMENT BEING CONTINUED YA551-IFB5-340010	PAGE 3	OF 51
PAGES			
NAME OF OFFEROR OR CONTRACTOR			

ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
		<u>ESTIMATED</u>			
1.	Capture of animals and transportation to temporary holding facility.	425	Head	\$ _____	\$ _____
*2.	Hay, feeding, and care of horses at temporary holding facility.	425	Horse Days	\$ _____	\$ _____
**3.	Transportation from temporary holding facility to Palomino Valley (Reno), Nevada.	425	Head	\$ _____	\$ _____
***4.	Helicopter use for census and reconnaissance by BLM personnel.	4	Hour	\$ _____	\$ _____
TOTAL BID (All or None)\$					_____

Approximate Start Date: February 1, 1985

Performance Time: 30 CALENDAR DAYS (A possible work suspension for foaling period - March 1, 1985 to July 1, 1985 - is not included in this 30 calendar days.) (See Section F)

- * For bidding purposes only, 425 head (total) are estimated to be held at the holding facility for an estimated period of one (1) day each. The exact number of animals to be held in this facility, and the exact number of days each will be held prior to transport to Palomino Valley is unknown at time of bidding and will not be determined until contract performance.
- ** For bidding purposes only, 425 head (total) are estimated for transportation to Palomino Valley (Reno), Nevada. The number of animals to be transported is unknown at time of bidding and will not be determined until contract performance.
- *** For bidding purposes only, 4 hours of helicopter use for census and reconnaissance are estimated. The exact number of hours is unknown at time of bidding and will not be determined until contract performance.

SECTION C - DESCRIPTION/SPECIFICATIONS/WORK STATEMENT

Garfield Flat Wild Horse Removal
(Carson City District)

The work consists of helicopter capture of 425 head of wild horses from areas located just southeast of Hawthorne, Nevada (see attached map). In addition, the contractor shall provide transportation of captured horses from the capture site to a temporary holding facility within or near the gathering area (as agreed upon by the COR/PI and the contractor). The holding facility shall be on public land unless an agreement is made between the contractor and a private land owner for use of private facilities. When private land is used, the Contractor must guarantee BLM and the public access to the facility and accept all liability for use of such facilities. The contractor shall provide all feed, water, labor and equipment to care for captured horses at the holding facility; and transportation of captured horses from the temporary holding facility to the Nevada Distribution Center, Palomino Valley (Reno), Nevada. All work will be done according to the following specifications and attached work location map. All labor, vehicles, helicopters, traps, troughs, feed, temporary holding facilities and other equipment, including but not limited to the aforementioned, shall be furnished by the contractor. BLM will furnish only contract supervision and radio equipment for air to ground communications.

INFORMATION FOR BIDDING PURPOSES

The most recent census of wild horses in the Garfield Flat Herd Use Area (HUA) was conducted on September 15, 1983. The estimate of the population was based on marked/resighted animals to obtain a Lincoln-Peterson Estimate. The count resulted in 538 head of wild horses being counted, however, only 57 of 61 marked animals were resighted. Therefore, the population at that time was estimated at 585 head. The rate of increase for this population has been calculated at 12%. The current population is estimated at 655 head.

Detailed Specifications

1. Roundup procedures within contract area:
 - a. Work will be suspended on March 1, 1985, due to the foaling period. Work will restart on July 1, 1985, to capture the remaining number of horses needed to fulfill this contract.
 - b. Horses will be gathered from locations within the gathering area as directed by the Contracting Officer's Representative (COR) or the Project Inspector (PI).

SECTION C - DESCRIPTION/SPECIFICATIONS/WORK STATEMENT (cont'd)

- c. Horses will not be gathered when a combination of temperature, humidity, distance to the trap site, and terrain causes undue stress and fatigue to the horses as determined by the COR or the P.I.
- d. The work will be limited to 12 hours per day including loading time. (See Section H, page 18, paragraph entitled "Work Hours".)
- e. No fence modification will be made without authorization.

2. Helicopter and Pilot:

The helicopter(s) and pilot(s) furnished by the Contractor shall be certified under provisions of FAR, Part 135, "Air Taxi Operator/Commercial Operators." His operations specification shall authorize operation of the category and class of aircraft and conditions of flight required under this contract and both the aircraft and pilot must be carded by the Office of Aircraft Services, Department of the Interior. Further, under the terms of 43 CFR 4730 7-2, the contract shall be governed by the following reservations and restrictions:

- a. The Contracting Officer's Representative (COR) and/or the Project Inspector (PI) shall have the means to communicate with the pilot and be able to direct the use of the helicopter at all times. The frequency(s) used for this contract will be 122.9 MHz. The Contractor shall furnish a VHF/AM radio transceiver operating on a frequency of 122.9 MHz, (or 122.85 MHz, or other available air-ground FAA frequency) installed in the support truck. The same frequency shall be available in the helicopter VHF/AM airways communication radio. A company owned FM radio system in the support truck and the helicopter may be used in lieu of the VHF/AM system. The Contractor shall obtain the necessary FCC licenses for the radio system used. If the contractor is unable to communicate on this frequency(s) through the aircraft VHF/AM transmitter/receiver, or does not have a company owned FM system, the Government shall furnish a "slip in" portable radio. The Government radio will be:

Manufacturer: G.E. Model: HN-56 Porta-Mobil II

(Special requirement for "slip-in" VHF/FM portable radio.)
The transmitter selector system shall supply microphone excitation voltage (talk-voltage) (from the aircraft 28-volt DC system through a suitable resistor network) to the microphone jack for the "slip-in" portable radio ("Forest Net" or FM-II) transmit positions. A blocking capacitor shall be provided to separate the aircraft microphone excitation

SECTION C - DESCRIPTION/SPECIFICATIONS/WORK STATEMENT (cont'd)

voltage from the portable radio interface connector. The interphone shall be an override type that will operate at any time regardless of the position of the transmitter selector switch. The illustrations attached show the equipment requirements to be contractor furnished and maintained for the Government furnished slip in the unit.

- b. All pilots and helicopters provided by the contractor shall comply with all Federal air regulations and regulations of the Board of Aeronautics of the state in which the work project is located, and shall follow what are recognized as safe flying practices. Both the pilot(s) and helicopter(s) shall have valid federal, state, and local certificates and permits.
- c. The proper operation service and maintenance of all helicopters is the responsibility of the contractor. The Bureau of Land Management reserves the right to remove from service pilots and helicopters which, in the opinion of the Contracting Officer, COR or Project Inspector, violate contract rules, are unsafe or otherwise unsatisfactory. In this event, the contractor will be notified in writing to furnish replacement pilots or helicopters, as the case may be, within 48 hours. All such replacements must be approved, in advance of operation, by the Contracting Officer or his representatives.
- d. The COR and/or Project Inspector shall be able to observe the effects of the use of the helicopter on the well-being of the animals. The Contractor may be required to transport via helicopter, the COR and/or Project Inspector to a location which allows for such observation. Pilots must meet the Department of the Interior requirements for the carrying of passengers as outlined in OAS Operational Procedures Memorandum 84-2. The helicopter shall meet the equivalent memorandum 84-4.3A and personal protective equipment requirements and flight and crew duty time limitations set forth in OAS Operational Procedure Memorandum 84-1 will be followed.
- e. The contractor shall supply, at no additional expense, a service truck with driver for fueling helicopter(s). The service truck shall be equipped as follows:
 - A. Fuel filter-water separator unit of a size compatible with pump capacity such as Facet P/N 050970 for a 20 gallon per minute; 050971 for 10 gallon per minute; or equal. Units will also include a positive fuel filter shut-off to prevent contamination such as Facet Go-No-Go

SECTION C - DESCRIPTION/SPECIFICATIONS/WORK STATEMENT (cont'd)

fuse or equal. The filtering components shall be changed annually and the canister placarded with the date of change.

- B. Sump drain positioned at lowest part of fuel tank.
 - C. Grounding and bonding wires.
 - D. "No Smoking" signs.
 - E. Fire extinguisher for service truck (10 pounds or better).
 - F. Fuel trucks will be marked for type of fuel carried.
- f. Inspection of helicopters, pilots and support equipment. After award of contract, and prior to start of work, inspection of Contractor's helicopter, pilot, relief pilot or pilots and service facilities may be made. The inspection will take place at the designated base of operations or such other location as may be approved by the Contracting Office. Each pilot shall, at the discretion of the Contracting Officer, pass an agency flight evaluation check in make and model of helicopter supplied by the contractor at no expense to the Government. The contractor shall make available an aircraft of the make and model to be used in this contract with dual controls for this evaluation.
- g. Substitution of helicopter and pilot - During the period of this contract, the contractor may furnish substitute helicopters and pilots. Any helicopter or pilot furnished shall fully meet the qualification of this contract. Substitution of either helicopter or pilot will be in writing by the Contracting Officer. Substitute pilot will be required whenever regular pilot is unavailable for any reason, including, but not limited to, flight hour limitations. The contractor shall be required to replace or repair damaged or inoperative equipment within 48 hours after receipt of notification from the Contracting Officer or the COR.
- h. Risk damages - Contactor shall assume all risks in connection with performance of contract; and shall be liable for and hold Government harmless on account of any damages to persons or property in connection with prosecution of work including aircraft pilot or other employees of contractor.

Any of the above referenced OAS Operational Procedures are available from:

Bureau of Land Management
Division of Aviation Management (740)
18th and C Streets, NW
Washington, D.C. 20240
Telephone: (202) 653-8800

SECTION C - DESCRIPTION/SPECIFICATIONS/WORK STATEMENT (cont'd)

502.0 AVIONICS SYSTEMS FURNISHED BY THE CONTRACTOR TO ACCOMMODATE GOVERNMENT FURNISHED EQUIPMENT

.1 This solicitation includes systems utilizing Government-furnished avionics equipment, for which the Contractor is required to make provisions in his aircraft.

.2 The Government will retain full ownership and control of any property which it may loan and retains the right to withdraw Government property at any time. The Contractor shall execute property loan documents for any property loaned and shall return, to the Government office making the original issue, all Government property upon the termination of the contract or immediately after the end of field season use of the aircraft.

.3 The Contractor shall be responsible for any damage to Government-furnished property in his custody, normal wear and tear excluded.

.4 The Contractor shall arrange with the Contracting Officer for any required maintenance of the Government-furnished property.

.5 The Government will furnish and maintain the following units, however, the Contractor is responsible for the balance of the system necessary to insure proper operation in accordance with the installation and maintenance standards.

.6 "Slip-in" radio. The Contractor shall make provisions in his aircraft to operate one "slip-in" VHF/FM portable radio through both independent "Audio Control Systems" (includes observer seat).

.61 The wiring and connectors shall be designed to accommodate the Motorola PT-200, -300, -400 series of portable radios, and shall include the following:

.611 A bungee cord hold-down radio mounting installed in the cockpit, with radio controls convenient to the pilot (and observer). The radio mounting and wiring shall permit fast and convenient installation and removal of the "slip-in" units.

.612 The receiver audio, microphone audio, and transmitter keying circuits shall be connected to the aircraft's integrated audio and transmit selector system (designated Forest Net or FM-II), via a control cable from the main wiring harness terminated with a Motorola plug no. 28A16370 (Amphenol 91-MC4M-12).

.613 A vertically polarized antenna shall be provided for each radio as shown on attached drawing OAS-10-17-74-1 Rev. 6.

SECTION C - DESCRIPTION/SPECIFICATIONS/WORK STATEMENT (cont'd)

.614 The plug shall be Motorola plug no. 28A16370 (Amphenol 91-MC4M-12), pin termination as follows:

- Pin 1 - Airframe Ground
- Pin 2 - Microphone Audio
- Pin 3 - Microphone Key
- Pin 4 - Receiver Audio

.615 The portable radio keying circuit requires an isolated contact closure from Pin 3 to airframe ground, instead of a diode keying circuit (the PT-200, -300, -400 has a positive battery ground).

.616 The selector panel shall supply positive polarity microphone excitation voltage, from the aircraft 28-volt DC system through a suitable resistor network, to the aircraft microphone. A blocking capacitor shall be provided in the selector panel to prevent the portable microphone excitation voltage entering the system.

.617 The portable receiver audio output power and impedance varies with the radio model (from 2 watts at 3.2 ohms to 3 milliwatts at 270 ohms).

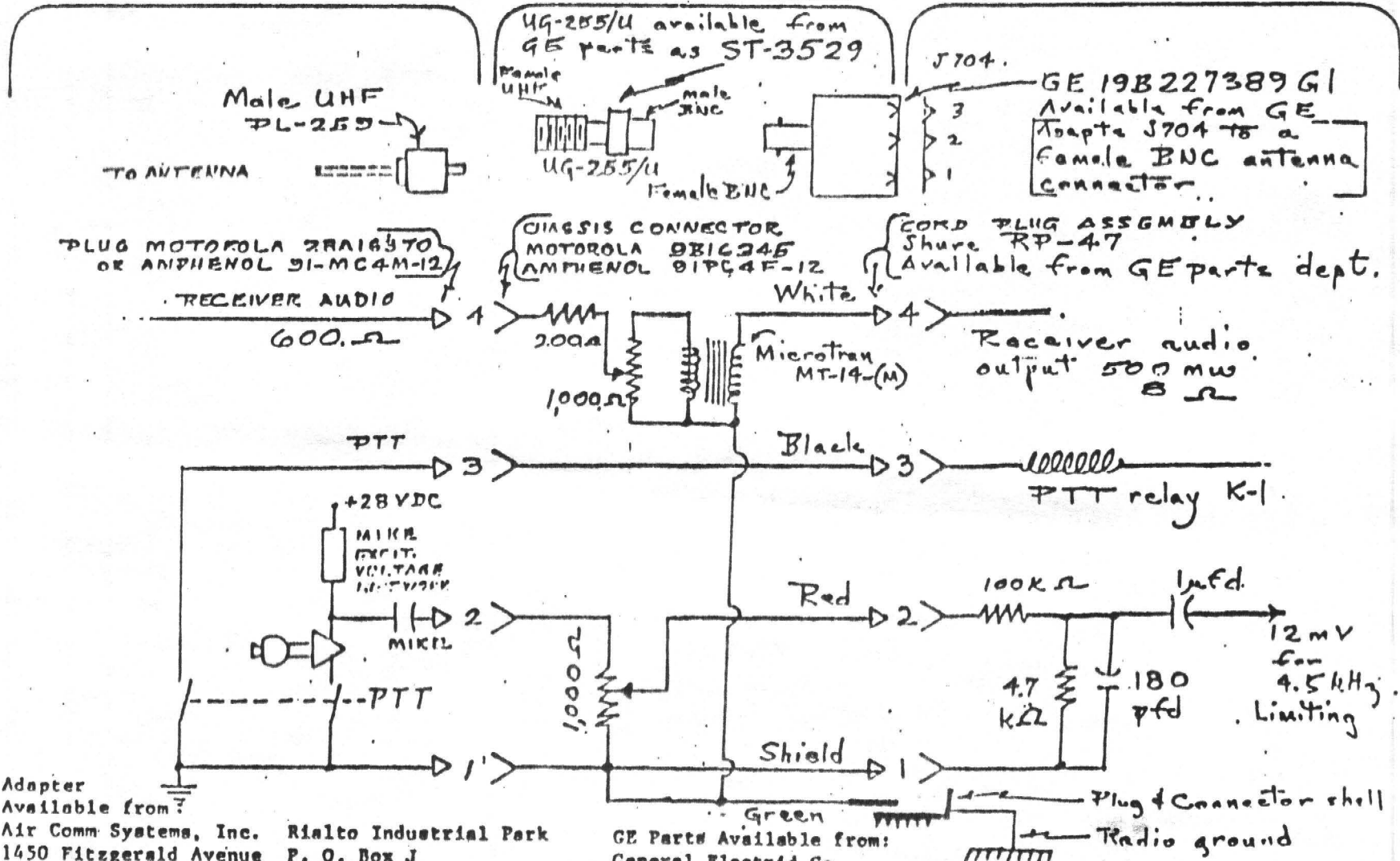
.7 Contractor-furnished adapter unit for "slip-in" portable radio, other than Motorola PT-200, -300, -400.

.72 The aircraft will be equipped to accept the Motorola PT-200, -300, -400 as specified previously. In addition, the Contractor shall furnish an adapter as shown on drawing OAS-1-16-78-21 Rev. 2. This adapter shall provide the interface connectors and circuits necessary to operate the General Electric, Model No. HN-56 radio through the PT-200, -300, -400 system in the aircraft. Make sure "talk voltage" is hooked up.

AIRCRAFT WIRING FOR
MOTOROLA PT 200/300/400

"SLIP-IN" ADAPTOR
FOR General Electric
Porta mobil II HN-56

SLIP-IN PORTABLE RADIO
GE Porta mobil II HN-56



Adapter Available from:
Air Comm Systems, Inc. Rialto Industrial Park
1450 Fitzgerald Avenue P. O. Box J
Rialto, CA 92376
Telephone: 714-875-0192

GE Parts Available from:
General Electric Co.
Comm Systems Division
P. O. Box 4197
Lynchburg, VA 24502
Phone 804-528-7654

DRAWING OAS-1-16-78-21 REV. 2

SECTION C

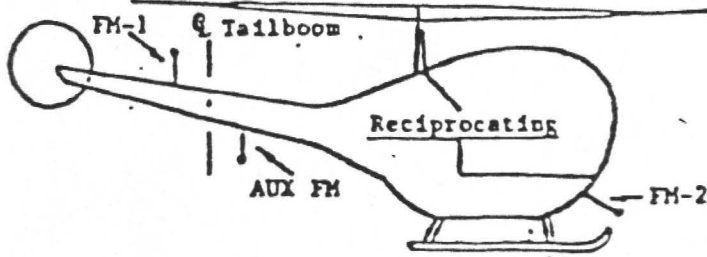
ILLUSTRATION 2

10

SECTION C

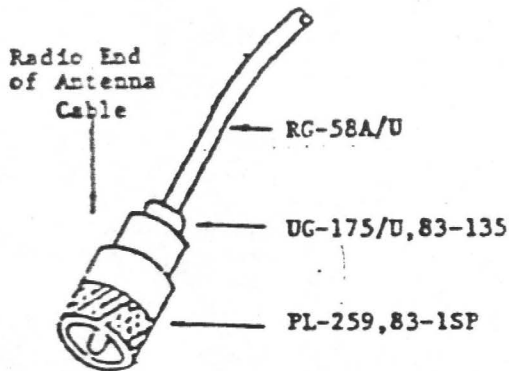
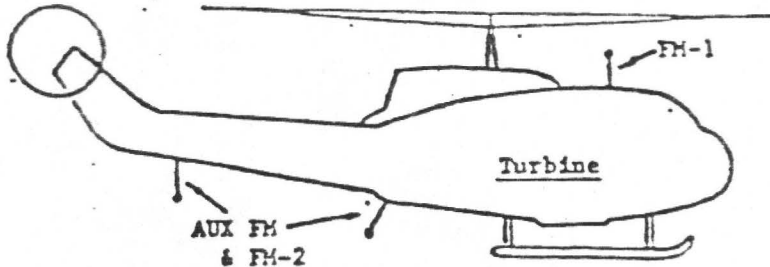
ILLUSTRATION 3

ANTENNA CONSTRUCTION DETAILS
GOVERNMENT FURNISHED RADIOS

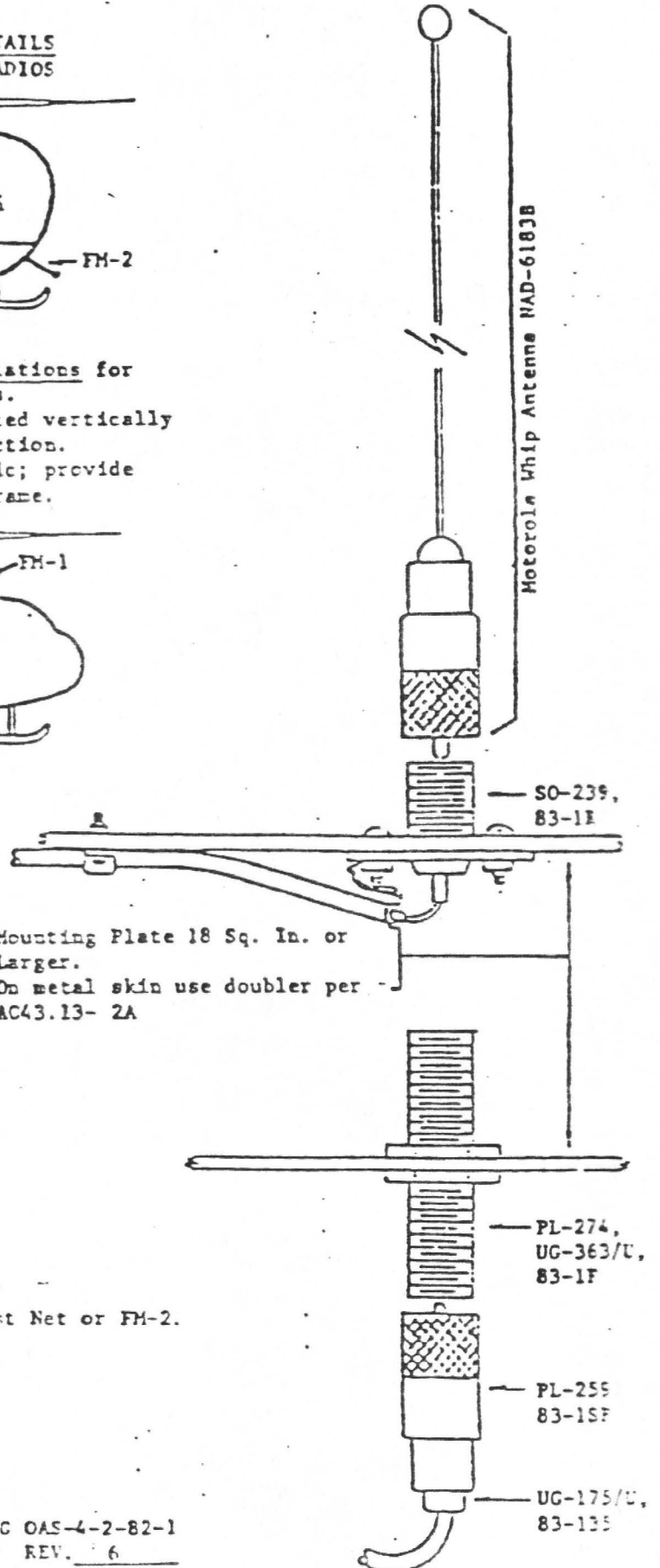


NOTES:

1. See FAA AC43.13-2A, C.3, Antenna Installations for electrical, structural and other requirements.
2. Antennas vertically polarized, and spaced vertically or five feet horizontally to minimize interaction.
3. Tailboom: Open framework or nonmetallic; provide mounting plate, secured and grounded to airframe.



Mounting Plate 18 Sq. In. or Larger.
On metal skin use doubler per AC43.13-2A



4. Antennas required for this contract:

- ___ Antenna Designated _____
- One Antenna "Slip-In" Designated Forest Net or FM-2.
- ___ Antenna "Slip-In" Designated _____

Special Requirements:

SECTION C - DESCRIPTION/SPECIFICATIONS/WORK STATEMENT (cont'd)

3. Under the provisions of 43 CFR 4730.4, the use of the helicopter shall be further regulated to the extent that:
 - a. The helicopter shall be used in such a manner that bands or herds will tend to remain together.
 - b. The rate of movement shall not exceed limitations set by the COR or P.I. who shall consider terrain, weather, distance to be traveled and condition of the animals.
 - c. The helicopter will be made available to the COR or P.I. for reconnaissance and censusing upon request by the COR or P.I.

4. All trapping of animals shall be subject to the following reservations/restrictions:
 - a. All capture attempts shall be accomplished by the utilization of helicopter with wing riders. Roping will be done only when necessary, as determined by COR or P.I. Under no circumstances will horses be tied down for more than 1 hour.
 - b. All materials and labor to construct and remove traps will be provided by the contractor.
 - c. All traps and holding facilities not located on public land must have prior approval of the land owner. All locations will be approved by the COR or P.I. prior to construction.
 - d. All traps, wings and holding facilities will be constructed to handle the animals in a safe and humane manner. Traps and wings will be constructed of portable panels, the top of which will not be less than 72 inches high, and the bottom rail of which will not be more than 12 inches from ground level. All traps and holding facilities will be oval or round in design. All loading chute sides will be covered with plywood or like material to keep animals from getting their legs caught.
 - e. All trap and camp sites will be cleaned of all litter and debris when abandoned to the satisfaction of the COR or P.I.

5. Care after capture will be subject to the following reservations/restrictions:
 - a. Captured animals shall generally not be held in traps or holding facilities more than 24 hours prior to transporting to Palomino Valley (Reno), Nevada. Exceptions may be granted by the COR or

SECTION C - DESCRIPTION/SPECIFICATIONS/WORK STATEMENT (cont'd)

P.I., in the case of unusual circumstances. Horses will not be held in corrals on days when there is no work being conducted except as specified by the COR or P.I. Alternate corrals may be required to be made available to separate mares and small foals from the other horses upon determination by the COR or P.I.

- b. Horses held for 10 hours or more in the traps and/or holding facilities will be provided, by the contractor, fresh clean water in an amount of a minimum of 10 gals. per horse per day.
 - c. Horses held for 10 hours or more in the traps or holding facility will be provided good quality grass, or grass alfalfa hay mix at the rate of not less than two (2) pounds of hay per 100 pounds of body weight per day.
 - d. It is the responsibility of the contractor to ensure that all outside gates to the holding facility are secured at all times when not in use.
 - e. The COR or P.I. shall provide for any brand and/or health services required for the captured animals.
 - f. The COR or P.I. shall be responsible for determining the need and provide the treatment of sick or injured animals. The COR or P.I. shall also determine if an injured animal must be destroyed and provide for destruction of the animals. The contractor shall dispose of the carcasses as directed by the COR or P.I.
 - g. Where required by the COR and/or P.I., animals will be sorted by age, size, sex, temperament, and condition while at the trap and/or holding corrals as to minimize, to the extent possible, injury due to fighting and trampling.
6. All motorized equipment employed in the transportation of captured animals shall, under the provision of 43 CFR 4740.4(b), be subject to the following reservations and/or restrictions:
- a. All such transportation shall be in compliance with appropriate State and Federal laws and regulations applicable to the humane transportation of horses and burros.
 - b. Vehicles shall be in good repair, of adequate rated capacity, and carefully operated so as to insure that captured animals are transported without undue risk or injury. Bobtail trucks and trucks with stock racks may not be used to transport animals from traps to holding facilities. Only stocktrailers (minimum 6'6" high) will be allowed for this purpose.

SECTION C - DESCRIPTION/SPECIFICATIONS/WORK STATEMENT (cont'd)

Bobtail trucks, single deck trucks or stock trailers (minimum 6'6" high) can be used to haul horses from the temporary holding facility to Palomino Valley. Single deck trucks with trailers 40 feet or longer are required to have two (2) partition gates to separate horses. Trailers less than 40 feet need only one (1) partition gate to separate the horses.

- c. Where required by the COR or P.I., animals shall be sorted as to age, size, temperament, sex, and condition when transporting them so as to minimize, to the extent possible, injury due to fighting and trampling.
- d. The COR or P.I. shall consider the condition of the animals, weather conditions, type of vehicles, and distance to be transported when planning for the movement of captured animals.

7. Contractor furnished property:

- a. Contractor furnished property: All hay, water, vehicles, helicopters will be provided by contractor. In addition, a minimum of 750 linear feet of 72 inch high panels will be provided for traps and wings, and 300 linear feet of 72-inch high panels will be provided for holding facilities. The contractor will provide a water trough of a minimum storage capacity of 300 gals.
- b. Before or after contract award, the contractor may be required to present for BLM inspection, all equipment that will be used for this contract.

8. Government furnished property:

- a. Radio equipment necessary for air to ground communications will be provided to the contractor (by the COR) as necessary for helicopter operations.

SECTION E - INSPECTION AND ACCEPTANCE

A. 52.252-02 CLAUSES INCORPORATED BY REFERENCE (APR 1984)

This contract incorporates the following 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.

I. FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1) CLAUSES

<u>REF</u>	<u>REF NO</u>	<u>TITLE</u>	<u>DATE</u>
1	52.246-04	INSPECTION OF SERVICES - FIXED-PRICE	APR 1984

SECTION F - DELIVERIES OR PERFORMANCE

A. 52.252-02 CLAUSES INCORPORATED BY REFERENCE (APR 1984)

This contract incorporates the following 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.

I. FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1) CLAUSES

<u>REF</u>	<u>REF NO</u>	<u>TITLE</u>	<u>DATE</u>
1	52.212-13	STOP WORK ORDER	APR 1984
2	52.212-15	GOVERNMENT DELAY OF WORK	APR 1984

DELIVERY/PERFORMANCE

The Contractor shall begin work within five (5) calendar days after receipt of notice to proceed. The Contractor shall continue performance of the work under the contract without delay or interruption except by causes beyond his control as defined in the Contract Clauses, or by the receipt of a "Stop Work Order" issued by the Government. Failure to do so will be cause for action under the Default Clause contained in Section I. The Contractor shall complete all work within thirty (30) calendar days from the date of receipt of the notice to proceed. A possible work suspension for foaling period - March 1, 1985 to July 1, 1985 - is not included in this 30 calendar days. The Contractor will not be entitled to additional compensation for such work suspension which is of reasonable duration.

SECTION G - CONTRACT ADMINISTRATION DATA

The Contracting Officer's Representative (COR) will be named at time of contract award.

The COR will designate an employee or employees to provide on-site inspection and/or supervision of the work. Such inspector will be responsible for giving the Contractor any special instructions or guidance necessary to complete the work in an orderly manner.

SECTION H - SPECIAL CONTRACT REQUIREMENTS

NOTICE TO PROCEED

- a. After award of contract, the COR will issue to the Contractor a written notice to proceed. Issuance of such notice may be delayed for a reasonable time, if adverse soil, vegetative, or climatological conditions exist.
- b. The Contractor shall perform no preliminary work prior to receipt of the written notice to proceed. Performance time starts the day after the Contractor receives the written notice to proceed.

ACCESS TO THE WORK AND RESPONSIBILITY FOR RESTORATION

- a. Access to the work shall be provided by the Contractor at his expense. Prior to the building of any access roads across lands under the jurisdiction of the Bureau of Land Management, the Contractor shall obtain the approval of the COR first.
- b. Public or private access roads damaged by the Contractor shall be restored, at his expense, to the same condition they were in at the commencement of work.
- c. All access construction shall be accomplished with due regard for environmental considerations. Cut banks shall be no steeper than 3:1 in all soils other than solid rock, shall be smoothed, and seeded with a cover of grasses native to the area, or known to grow in the area, or as otherwise required by the specifications. The application rate shall be not less than five (5) pounds of seed per acre or as otherwise specified. The cost of this work shall be included in the prices offered in the schedule for the various contract pay items.

WORK HOURS

Work hours under this contract shall be limited to the time between one-half hour before sunrise to one-half hour after sunset each day. No work will be done on Sunday unless mutually agreeable between the COR and the Contractor and authorized by the COR.

FIRE DANGER SEASON

If the COR allows the Contractor to continue work during periods of declared fire danger or season, the Contractor shall comply with all applicable State laws relating to fire prevention and with all special conditions of work as directed by the COR.

CLEANUP

The Contractor is responsible for cleaning up all camp and worksites before leaving the area. Final payment may be withheld until the Contractor has complied with this requirement.

SECTION H - SPECIAL CONTRACT REQUIREMENTS (continued)

GOVERNMENT-FURNISHED PROPERTY

- a. The Government shall deliver to the Contractor, for use in connection with this contract only, such materials/equipment (if any) as are described in the schedule or specifications (hereinafter referred to as Government-furnished property), at the times and locations stated therein. If the Government-furnished property, suitable for its intended use, is not so delivered to the Contractor, the Contracting Officer shall, upon written request by the Contractor and if the facts warrant such action, equitably adjust the contract pursuant to the procedures of the Changes Clause in Section I.
- b. Title to Government-furnished property shall remain in the Government. The Contractor shall maintain and administer, in accordance with sound industrial practice, a program for the maintenance, repair, protection, control, and preservation of Government-furnished property.
- c. Unless otherwise provided in this contract, the Contractor, upon delivery to him of any Government-furnished property, assumes the risk of, and shall be responsible for, any loss thereof or damage thereto except for reasonable wear and tear, and except to the extent that such property is consumed in the performance of the contract.
- d. Upon completion of this contract, the Contractor shall deliver to the Government site, as directed by the Contracting Officer, all Government-furnished property not properly consumed in the performance of this contract or not previously returned to the Government.

BONDS

- a. Regardless of the total amount bid, the bidder shall furnish, with his bid, a guarantee in an amount not less than 20 percent of the total amount of the bid.
- b. Regardless of the contract price, the successful bidder shall furnish to the Contracting Officer a completed performance bond on SF-25 in the penal sum of 50 percent of the contract price, or in lieu thereof may furnish certain U.S. bonds, Treasury notes, other acceptable public debt obligations, cashier's or certified check, bank draft, U.S. Postal Money order, or cash in an amount or value equal to the above penal sum.
- c. If the bidder (Contractor) furnishes bid, or performance guarantee in a form other than on a corporate or individual surety bond, he must comply with the requirements of 31 CFR 225 and FAR 52.228-01 and 52.228-02.
- d. Each surety company bond (bid, performance), which purports to have been executed by an agent or attorney-in-fact for a corporate surety, is required to have submitted with it a power of attorney to the signatory agent of attorney-in-fact, and executed by the corporate surety upon a date reasonably proximate to date of bond, or the power of attorney shall be accompanied by a certification of the surety to the effect that the power of attorney was in full force and effect upon a date reasonably proximate to date of bond.
- e. As provided in 14 CFR Part 115, published at 37 F.R. page 6922, April 8, 1972, the Small Business Administration may, under certain conditions provide assistance to small business on surety bonds required hereunder. Further information may be obtained from the Contracting Officer or the nearest office of the Small Business Administration.

SECTION H - SPECIAL CONTRACT REQUIREMENTS (continued)

RISK AND INDEMNITIES

The Contractor hereby agrees to indemnify and hold harmless the Government, its officers and employees from and against all claims, demands, damages, liabilities, losses, suits and judgments (including all costs and expenses incident thereto) which may be suffered by, accrue against, be charged to or recoverable from the Government, its officers and employees by reason of injury to or death of any person other than officers, agents, or employees of the Government or by reason of damage to property of others of whatsoever kind (other than the property of the Government, its officers, agents or employees) arising out of the operation of the aircraft. In the event the Contractor holds or obtains insurance in support of this covenant, a Certificate of Insurance shall be delivered to the Contracting Officer.

CHARGES FOR ACTUAL DAMAGES - DELAYED PERFORMANCE

Should the Contractor fail to complete the work within the performance time allowed or any extension thereof, and his right to proceed has not been terminated, he shall, in the absence of a liquidated damages provision, be charged for actual damages suffered by the Government which can be directly attributable to the Contractor's delayed performance. Such damages shall include but not necessarily be limited to the Project Inspector's hourly salary, per diem, travel or other expenses as well as losses of Government-furnished property which can be accurately determined. This clause supplements the Disputes Clause in Section I.

SITE INSPECTION

Prospective bidders are expected and urged to make an examination of the work sites. It will be the responsibility of each bidder to determine, to his satisfaction, working conditions incident to successful completion of the contract. Only one site tour will be conducted.

DATE, HOUR, AND MEETING PLACE FOR INSPECTION TOUR:

December 20, 1984 (Thursday) at 8:00 a.m.

El Capitan Motel Lobby, Hawthorne, Nevada

SECTION H - SPECIAL CONTRACT REQUIREMENTS (continued)

VARIATION IN QUANTITIES

1. The quantities stated in the bid schedule (Section B) are estimated for bid preparation and comparison and are not guaranteed to be actual. If over or under runs occur during performance of work, payment will be made for actual work quantities, as determined by actual survey, at unit prices bid. The Contractor will have no claim against the Government solely because of variations from the estimated bid schedule quantities.
2. The Contracting Officer (CO) reserves the right to reduce the quantity of each bid item at the time of contract award by no more than 20 percent. The Contractor agrees to perform such reduced work and to accept payment at the unit price(s) bid.

BASIS FOR PAYMENT

1. Payment and partial payments shall be made in accordance with the following restrictions/reservations:
 - a. Partial payment may be made for a number of captured animals only after that number of animals have been delivered to Palomino Valley (Reno), Nevada, or otherwise disposed of by the COR or PI.
 - b. Payments shall be made for single bid items.
 - c. Payment shall be made for capture and/or transportation of live animals of any age.
 - d. Payment of bid item 4 will be based on each flying hour ordered and received (to the nearest 1/10) at the unit price shown on the bid schedule.

SECTION H - SPECIAL CONTRACT REQUIREMENTS (continued)

PAYMENT DUE DATE

(a) Payments under this contract will be due on the 30th calendar day after the date of actual receipt of a proper invoice in the office designated to receive the invoice.

(b) If the contractor is required to furnish a Release of Claims (DI-137) to the Government before final payment is made; for the purpose of computing the payment due date, the time beginning with the date the DI-137 is mailed to the contractor until the date a properly completed DI-137 is returned to the finance office in Denver, Colorado will be deducted from the total time required to make payment by the Government.

(c) The date of the check issued in payment shall be considered to be the date payment is made.

INTEREST ON OVERDUE PAYMENTS

(a) The Prompt Payment Act, Public Law 97-177 (96 Stat. 85, 31 USC 1801) is applicable to payments under this contract and requires the payment to contractors of interest on overdue payments and improperly taken discounts.

(b) Determinations of interest due will be made in accordance with the provisions of the Prompt Payment Act and Office of Management and Budget Circular A-125.

INVOICE REQUIREMENTS

(a) Invoices shall be submitted in an original and two copies to the Government office designated in this contract or on the delivery order to receive invoices. To constitute a proper invoice, the invoice must include the following information and/or attached documentation:

- (1) Name of the business concern and invoice date.
- (2) Contract number, or other authorization for delivery of property or services.
- (3) Description, price, and quantity of property and services actually delivered or rendered.
- (4) Shipping and payment terms.
- (5) Name (where practicable), title, phone number, and complete mailing address of responsible official to whom payment is to be sent.

SECTION H - SPECIAL CONTRACT REQUIREMENTS (continued)

(b) The following address is the designated Government office for submitting proper invoices:

(Name of COR)
Bureau of Land Management
Carson City District Office
1050 East William Street, Suite 335
Carson City, NV 89701

SECTION I - CONTRACT CLAUSES

A. 52.252-02 CLAUSES INCORPORATED BY REFERENCE (APR 1984)

This contract incorporates the following 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.

I. FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1) CLAUSES

<u>REF</u>	<u>REF NO</u>	<u>TITLE</u>	<u>DATE</u>
1	52.202-01	DEFINITIONS	APR 1984
2	52.203-01	OFFICIALS NOT TO BENEFIT	APR 1984
3	52.203-03	GRATUITIES	APR 1984
4	52.203-05	COVENANT AGAINST CONTINGENT FEES	APR 1984
5	52.215-01	EXAMINATION OF RECORDS BY COMPTROLLER GENERAL	
6	52.219-06	NOTICE OF TOTAL SMALL BUSINESS SET-ASIDE	APR 1984
7	52.219-08	UTILIZATION OF SMALL BUSINESS CONCERNS AND SMALL DISADVANTAGED BUSINESS CONCERNS	APR 1984
8	52.219-13	UTILIZATION OF WOMEN-OWNED SMALL BUSINESSES	APR 1984
9	52.220-03	UTILIZATION OF LABOR SURPLUS AREA CONCERNS	APR 1984
10	52.222-03	CONVICT LABOR	APR 1984
11	52.222-04	CONTRACT WORK HOURS AND SAFETY STANDARDSACT - OVERTIME COMPENSATION - GENERAL	APR 1984
12	52.222-26	EQUAL OPPORTUNITY	APR 1984
13	52.222-35	AFFIRMATIVE ACTION FOR SPECIAL DISABLED AND VIETNAM ERA VETERANS	APR 1984
14	52.222-36	AFFIRMATIVE ACTION FOR HANDICAPPED WORKERS	APR 1984
15	52.227-02	NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT	APR 1984
16	52.228-01	BID GUARANTEE	APR 1984
17	52.228-02	ADDITIONAL BOND SECURITY	APR 1984
18	52.229-03	FEDERAL, STATE, AND LOCAL TAXES	APR 1984
19	52.229-05	TAXES - CONTRACT PERFORMED IN U.S. POSSESSIONS OR PUERTO RICO	APR 1984
20	52.232-01	PAYMENTS	APR 1984
21	52.232-08	DISCOUNTS FOR PROMPT PAYMENT	APR 1984
22	52.232-09	LIMITATIONS ON WITHHOLDING OF PAYMENTS	APR 1984
23	52.232-11	EXTRAS	APR 1984
24	52.232-17	INTEREST	APR 1984
25	52.232-23	ASSIGNMENT OF CLAIMS	APR 1984
26	52.233-01	DISPUTES ALTERNATE I	APR 1984
27	52.243-01	CHANGES - FIXED-PRICE ALTERNATE I	APR 1984
28	52.246-25	LIMITATION OF LIABILITY - SERVICES	APR 1984

SECTION I - CONTRACT CLAUSES (cont'd)

<u>REF</u>	<u>REF NO</u>	<u>TITLE</u>	<u>DATE</u>
29	52.249-04	TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (SERVICE) (SHORT FORM)	APR 1984
30	52.249-08	DEFAULT (FIXED-PRICE SUPPLY AND SERVICE)	APR 1984
31	52.222-44	FAIR LABOR STANDARDS ACT AND SERVICE CONTRACT ACT-PRICE ADJUSTMENT	APR 1984

B. DEPARTMENT OF THE INTERIOR (48 CFR Chapter 2) CLAUSES: FULL TEXT

I-1 1452.215-70 EXAMINATION OF RECORDS BY THE DEPARTMENT OF THE INTERIOR
(APR 1984)

For purposes of the Examination of Records by the Comptroller General (APR 1984) clause of this contract (FAR 52.215-1), the Secretary of the Interior, the Inspector General, and their duly authorized representative(s) from the Department of the Interior shall have the same access and examination rights as the Comptroller General of the United States.

I-2 1452.232-70 ASSIGNMENT OF CLAIMS -- DEPARTMENT OF THE INTERIOR (APR 1984)

Department of the Interior form DI-83, Notice of Assignment, and Form DI-84, Instrument of Assignment shall be used by an assignee when complying with the requirements in FAR 32.803(e).

SECTION I - CONTRACT CLAUSES (continued)

SERVICE CONTRACT ACT OF 1965, AS AMENDED

(a) This contract is subject to the Service Contract Act of 1965, as amended (41 U.S.C. 351 et seq.) and is subject to the following provisions and to all other applicable provisions of the Act and regulations of the Secretary of Labor issued thereunder (29 CFR Part 4).

(b) (1) Each service employee employed in the performance of this contract by the contractor or any subcontractor shall be paid not less than the minimum monetary wages and shall be furnished fringe benefits in accordance with the wages and fringe benefits determined by the Secretary of Labor or authorized representative, as specified in any wage determination attached to this contract.

(2) (i) If there is such a wage determination attached to this contract, the contracting officer shall require that any class of service employee which is not listed therein and which is to be employed under the contract (i.e., the work to be performed is not performed by any classification listed in the wage determination), be classified by the contractor so as to provide a reasonable relationship (i.e., appropriate level of skill comparison) between such unlisted classifications and the classifications listed in the wage determination. Such conformed class of employees shall be paid the monetary wages and furnished the fringe benefits as are determined pursuant to the procedures in this section. (The information collection requirements contained in the following paragraphs of this section have been approved by the Office of Management and Budget under OMB control number 1215-0150.)

(ii) Such conforming procedure shall be initiated by the contractor prior to the performance of contract work by such unlisted class of employee. A written report of the proposed conforming action, including information regarding the agreement or disagreement of the authorized representative of the employees involved or, where there is no authorized representative, the employees themselves, shall be submitted by the contractor to the contracting officer no later than 30 days after such unlisted class of employees performs any contract work. The contracting officer shall review the proposed action and promptly submit a report of the action, together with the agency's recommendation and all pertinent information including the position of the contractor and the employees, to the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, for review. The Wage and Hour Division will approve, modify, or disapprove the action or render a final determination of the event of disagreement within 30 days of receipt or will notify the contracting officer within 30 days of receipt that additional time is necessary.

(iii) The final determination of the conformance action by the Wage and Hour Division shall be transmitted to the contracting officer who shall promptly notify the contractor of the action taken. Each affected employee shall be furnished by the contractor with a written copy of such determination or it shall be posted as a part of the wage determination.

(iv) (A) The process of establishing wage and fringe benefit rates that bear a reasonable relationship to those listed in a wage determination cannot be reduced to any single formula. The approach used may

vary from wage determination to wage determination depending on the circumstances. Standard wage and salary administration practices which rank various job classifications by pay grade pursuant to point schemes or other job factors may, for example, be relied upon. Guidance may also be obtained from the way different jobs are rated under Federal pay systems (Federal Wage Board Pay System and the General Schedule) or from other wage determinations issued in the same locality. Basic to the establishment of any conformable wage rate(s) is the concept that a pay relationship should be maintained between job classifications based on the skill required and the duties performed.

(B) In the case of a contract modification, an exercise of an option or extension of an existing contract, or in any other case where a contractor succeeds a contract under which the classification in question was previously conformed pursuant to this section, a new conformed wage rate and fringe benefits may be assigned to such conformed classification by indexing (i.e., adjusting) the previous conformed rate and fringe benefits by an amount equal to the average (mean) percentage increase (or decrease, where appropriate) between the wages and fringe benefits specified for all classifications to be used on the contract which are, listed in the current wage determination, and those specified for the corresponding classifications in the previously applicable wage determination. Where conforming actions are accomplished in accordance with this paragraph prior to the performance of contract work by the unlisted class of employees, the contractor shall advise the contracting officer of the action taken but the other procedures in paragraph (b)(2)(ii) of this section need not be followed.

(C) No employee engaged in performing work on this contract shall in any event be paid less than the currently applicable minimum wage specified under section 6 (a)(1) of the Fair Labor Standards Act of 1938, as amended.

(v) The wage rate and fringe benefits finally determined pursuant to paragraphs (b)(2)(i) and (ii) of this section shall be paid to all employees performing in the classification from the first day on which contract work is performed by them in the classification. Failure to pay such unlisted employees the compensation agreed upon by the interested parties and/or finally determined by the Wage and Hour Division retroactive to the date such class of employees commenced contract work shall be a violation of the Act and this contract.

(vi) Upon discovery of failure to comply with paragraphs (b)(2)(i) through (v) of this section, the Wage and Hour Division shall make a final determination of conformed classification, wage rate, and/or fringe benefits which shall be retroactive to the date such class of employees commenced contract work.

(3) If, as authorized pursuant to section 4(d) of the Service Contract Act of 1965 as amended, the term of this contract is more than 1 year, the minimum monetary wages and fringe benefits required to be paid or furnished thereunder to service employees shall be subject to adjustment after 1 year and not less often than once every 2 years, pursuant to wage determinations to be issued by the Wage and Hour Division, Employment Standards Administration of the Department of Labor as provided in such Act.

(c) The contractor or subcontractor may discharge the obligation to furnish fringe benefits specified in the attachment or determined conformably thereto by furnishing any equivalent combinations of bona fide fringe benefits, or by making equivalent or differential payments in cash in accordance with the applicable rules set forth in Subpart D of 29 CFR Part 4, and not otherwise.

(d) (1) In the absence of a minimum wage attachment for this contract, neither the contractor nor any subcontractor under this contract shall pay any person performing work under the contract (regardless of whether they are service employees) less than the minimum wage specified by section 6(a)(1) of the Fair Labor Standards Act of 1938. Nothing in this provision shall relieve the contractor or any subcontractor of any other obligation under law or contract for the payment of a higher wage to any employee.

(2) If this contract succeeds a contract, subject to the Service Contract Act of 1965 as amended, under which substantially the same services were furnished in the same locality and service employees were paid wages and fringe benefits provided for in a collective bargaining agreement in the absence of the minimum wage attachment for this contract setting forth such collectively bargained wage rates and fringe benefits, neither the contractor nor any subcontractor under this contract shall pay any service employee performing any of the contract work (regardless of whether or not such employee was employed under the predecessor contract), less than the wages and fringe benefits provided for in such collective bargaining agreements, to which such employee would have been entitled if employed under the predecessor contract, including accrued wages and fringe benefits and any prospective increases in wages and fringe benefits provided for under such agreement. No contractor or subcontractor under this contract may be relieved of the foregoing obligation unless the limitations of 4.1b(b) of 29 CFR Part 4 apply or unless the Secretary of Labor or his authorized representative finds, after a hearing as provided in 4.10 of 29 CFR Part 4 that the wages and/or fringe benefits provided for in such agreement are substantially at variance with those which prevail for services of a character similar in the locality, or determines, as provided in 4.11 of 29 CFR Part 4, that the collective bargaining agreement applicable to service employees employed under the predecessor contract was not entered into as a result of arm's-length negotiations. Where it is found in accordance with the review procedures provided in 29 CFR 4.10 and/or 4.11 and Parts 6 and 8 that some or all of the wages and/or fringe benefits contained in a predecessor contractor's collective bargaining agreement are substantially at variance with those which prevail for services of a character similar in the locality, and/or that the collective bargaining agreement applicable to service employees employed under the predecessor contract was not entered into as a result of arm's-length negotiations, the Department will issue a new or revised wage determination setting forth the applicable wages rates and fringe benefits. Such determination shall be made part of the contract or subcontract, in accordance with the decision of the Administrator, the Administrative Law Judge, or the Board of Service Contract Appeals, as the case may be, irrespective of whether such issuance occurs prior to or after the award of a contract or subcontract. 53 Comp. Gen. 401 (1973). In the case of a wage determination issued solely as a result of a finding of substantial variance, such determination shall be effective as of the date of the final administrative decision.

(e) The contractor and any subcontractor under this contract shall notify each service employee commencing work on this contract of the minimum monetary wage and any fringe benefits required to be paid pursuant to this contract, or shall post the wage determination attached to this contract. The poster provided by the Department of Labor (Publication WH 1313) shall be posted in a prominent and accessible place at the worksite. Failure to comply with this requirement is a violation of section 2(a)(4) of the Act and of this contract. (Approved by the Office of Management and Budget under OMB control number 1215-0150.)

(f) The contractor or subcontractor shall not permit any part of the services called for by this contract to be performed in buildings or surroundings or under working conditions provided by or under the control or supervision of the contractor or subcontractor which are unsanitary or hazardous or dangerous to the health or safety of service employees engaged to furnish these services, and the contractor or subcontractor shall comply with the safety and health standards applied under 29 CFR Part 1925.

(g) (1) The contractor and each subcontractor performing work subject to the Act shall make and maintain for 3 years from the completion of the work records containing the information specified in paragraphs (g)(1)(i) through (vi) of this section for each employee subject to the Act and shall make them available for inspection and transcription by authorized representatives of the Wage and Hour Division, Employment Standards Administration of the U.S. Department of Labor. (Sections 4.6(g)(1)(i) through (iv) approved by the Office of Management and Budget under OMB control number 1215-0017 and sections 4.6(g)(1)(v) and (vi) approved under OMB control number 1215-0150.):

(i) Name and address and social security number of each employee.

(ii) The correct work classification or classifications, rate or rates of monetary wages paid and fringe benefits provided, rate or rates of fringe benefit payments in lieu thereof, and total daily and weekly compensation of each employee.

(iii) The number of daily and weekly hours so worked by each employee.

(iv) Any deductions, rebates, or refunds from the total daily or weekly compensation of each employee.

(v) A list of monetary wages and fringe benefits for those classes of service employees not included in the wage determination attached to this contract but for which such wage rates or fringe benefits have been determined by the interested parties or by the Administrator or authorized representative pursuant to the labor standards clause in paragraph (b) of this section. A copy of the report required by the clause in paragraph (b)(2)(ii) of this section shall be deemed to be such a list.

(vi) Any list of the predecessor contractor's employees which had been furnished to the contractor pursuant to 4.6(1)(2).

(2) The contractor shall also make available a copy of this contract for inspection or transcription by authorized representatives of the Wage and Hour Division.

(3) Failure to make and maintain or to make available such records for inspection and transcription shall be a violation of the regulations and this contract, and in the case of failure to produce such records, the contracting officer, upon direction of the Department of Labor and notification of the contractor, shall take action to cause suspension of any further payment, or advance of funds until such violation ceases.

(4) The contractor shall permit authorized representatives of the Wage and Hour Division to conduct interviews with employees at the worksite during normal working hours.

(h) The contractor shall unconditionally pay to each employee subject to the Act all wages due free and clear and without subsequent deduction (except as otherwise provided by law or Regulations, 29 CFR Part 4), rebate, or kickback on any account. Such payments shall be made no later than one pay period following the end of the regular pay period in which such wages were earned or accrued. A pay period under this Act may not be of any duration longer than semi-monthly.

(i) The contracting officer shall withhold or cause to be withheld from the Government prime contractor under this or any other Government contract with the prime contractor such sums as an appropriate official of the Department of Labor requests or such sums as the contracting officer decides may be necessary to pay underpaid employees employed by the contractor or subcontractor. In the event of failure to pay any employees subject to the Act all or part of the wages or fringe benefits due under the Act, the agency may, after authorization or by direction of the Department of Labor and written notification to the contractor, take action to cause suspension of any further payment or advance of funds until such violations have ceased. Additionally, any failure to comply with the requirements of these clauses relating to the Service Contract Act of 1965, may be grounds for termination of the right to proceed with the contract work. In such event, the Government may enter into other contracts or arrangements for completion of the work, charging the contractor in default with any additional cost.

(j) The contractor agrees to insert these clauses in this section relating to the Service Contract Act of 1965 in all subcontracts subject to the Act. The term "contractor" as used in these clauses in any subcontract shall be deemed to refer to the subcontractor, except in the term "Government prime contractor."

(k) (1) As used in these clauses, the term "service employee" means any person engaged in the performance of this contract other than any person employed in a bona fide executive, administrative, or professional capacity as those terms are defined in Part 541 of Title 29, Code of Federal Regulations as of July 30, 1976, and any subsequent revision of those regulations. The term "service employee" includes all such persons regardless of any contractual relationship that may be alleged to exist between a contractor or subcontractor and such persons.

(2) The Following statement is included in contracts pursuant to section 2(a)(5) of the Act and is for informational purposes only:

The following classes of service employees expected to be employed under the contract with the Government would be subject, if employed by the contracting agency, to the provisions of 5 U.S.C. 5341 or 5 U.S.C. 5332 and would, if so employed, be paid not less than the following rates of wages and fringe benefits:

	Employee class	Monetary
wage-fringe	(See 52.222-42)	benefits

(1) (1) If wages to be paid or fringe benefits to be furnished any service employees employed by the Government prime contractor or any subcontractor under the contract are provided for in a collective bargaining agreement which is or will be effective during any period in which the contract is being performed, the Government prime contractor shall report such fact to the contracting officer, together with full information as to the application and accrual of such wages and fringe benefits, including any prospective increases, to service employees engaged in work on the contract, and a copy of the collective bargaining agreement. Such report shall be made upon commencing performance of the contract, in the case of collective bargaining agreements effective at such time, and in the case of such agreements or provisions or amendments thereof effective at a later time during the period of contract performance, such agreements shall be reported promptly after negotiation thereof. (Approved by the Office of Management and Budget under OMB control number 1215-0150.)

(2) Not less than 10 days prior to completion of any contract being performed at a Federal facility where service employees may be retained in the performance of the succeeding contract and subject to a wage determination which contains vacation or other benefit provisions based upon length of service with a contractor (predecessor) or successor (4.173 of Regulations, 29 CFR Part 4), the incumbent prime contractor shall furnish to the contracting officer a certified list of the names of all service employees on the contractor's or subcontractor's payroll during the last month of contract performance. Such list shall also contain anniversary dates of employment on the contract either with the current or predecessor contractors of each such service employee. The contracting officer shall turn over such list to the successor contractor at the commencement of the succeeding contract. (Approved by the Office of Management and Budget under OMB control number 1215-0150.)

(m) Rulings and interpretations of the Service Contract Act of 1965, as amended, are contained in Regulations, 29 CFR Part 4.

(n) (1) By entering into this contract, the contractor (and officials thereof) certifies that neither it (nor he or she) nor any person or firm who has a substantial interest in the contractor's firm is a person or firm

ineligible to be awarded Government contracts by virtue of the sanctions imposed pursuant to section 5 of the Act.

(2) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract pursuant to section 5 of the Act.

(3) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

(o) Notwithstanding any of the clauses in paragraphs (b) through (m) of this section relating to the Service Contract Act of 1965, the following employees may be employed in accordance with the following variations, tolerances, and exemptions, which the Secretary of Labor, pursuant to section 4(b) of the Act prior to its amendment by Public Law 92-473, found to be necessary and proper in the public interest or to avoid serious impairment of the conduct of Government business:

(1) Apprentices, student-learners, and workers whose earning capacity is impaired by age, physical, or mental deficiency or injury may be employed at wages lower than the minimum wages otherwise required by section 2(a)(1) or 2(b)(1) of the Service Contract Act without diminishing any fringe benefits or cash payments in lieu thereof required under section 2(a)(2) of that Act, in accordance with the conditions and procedures prescribed for the employment of apprentices, student-learners, handicapped persons, and handicapped clients of sheltered workshops under section 14 of the Fair Labor Standards Act of 1938, in the regulations issued by the Administrator (29 CFR Parts 520, 521, 524, and 525).

(2) The Administrator will issue certificates under the Service Contract Act for the employment of apprentices, student-learners, handicapped persons, or handicapped clients of sheltered workshops not subject to the Fair Labor Standards Act of 1938, or subject to different minimum rates of pay under the two acts; authorizing appropriate rates of minimum wages (but without changing requirements concerning fringe benefits or supplementary cash payments in lieu thereof), applying procedures prescribed by the applicable regulations issued under the Fair Labor Standards Act of 1938 (29 CFR Parts 520, 521, 524, and 525).

(3) The Administrator will also withdraw, annul, or cancel such certificates in accordance with the regulations in Parts 525 and 528 of Title 29 of the Code of Federal Regulations.

(p) Apprentices will be permitted to work at less than the predetermined rate for the work they perform when they are employed and individually registered in a bona fide apprenticeship program registered with a State Apprenticeship Agency which is recognized by the U.S. Department of Labor, or if no such recognized agency exists in a State, under a program registered with the Bureau of Apprenticeship and Training, Employment and Training Administration, U.S. Department of Labor. Any employee who is not registered as an apprentice in an approved program shall be paid the wage rate and fringe benefits contained in the applicable wage determination for the journeyman classification of work actually performed. The wage rates paid apprentices shall not be less than the wage rate for their level of progress set forth in

the registered program, expressed as the appropriate percentage of the journeyman's rate contained in the applicable wage determination. The allowable ratio of apprentices to journeymen employed on the contract work in any craft classification shall not be greater than the ratio permitted to the contractor as to this entire work force under the registered program.

(q) An employee engaged in an occupation in which he or she customarily and regularly receives more than \$30 a month in tips may have the amount of tips credited by the employer against the minimum wage required by section 2(a)(1) or section 2(b)(1) of the Act in accordance with section 3(m) of the Fair Labor Standards Act and Regulations, 29 CFR Part 531: Provided, however, that the amount of such credit may not exceed \$1.24 per hour beginning January 1, 1980, and \$1.34 per hour after December 31, 1980. To utilize this proviso:

(1) The employer must inform tipped employees about this tip credit allowance before the credit is utilized;

(2) The employees must be allowed to retain all tips (individually or through a pooling arrangement and regardless of whether the employer elects to take a credit for tips received);

(3) The employer must be able to show by records that the employee receives at least the applicable Service Contract Act minimum wage through the combination of direct wages and tip credit (approved by the Office of Management and Budget under OMB control number 1215-0017);

(4) The use of such tip credit must have been permitted under any predecessor collective bargaining agreement applicable by virtue of section 4(c) of the Act.

(r) Disputes concerning labor standards. Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR Parts 4, 6, and 8. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

52.222-42 STATEMENT OF EQUIVALENT FEDERAL WAGE RATES (APR 1984)

In compliance with the Service Contract Act of 1965, as amended, and the regulations of the Secretary of Labor (29 CFR Part 4), this clause identifies the classes of service employees expected to be employed under the contract and states the wages and fringe benefits payable to each if they were employed by the contracting agency subject to the provisions of 5 U.S.C. 5341 or 5332.

THIS CLAUSE IS FOR INFORMATION ONLY; IT
IS NOT A WAGE DETERMINATION

Hourly Compensation

Employee Class	Wages	Fringe Benefits
HELICOPTER PILOT	\$14.12	Life & Health Insurance partly paid by the Government
TRUCK DRIVER	\$ 9.19	Retirement Annual and Sick Leave
LABORER	\$ 7.21	

U.S. DEPARTMENT OF LABOR
 EMPLOYMENT STANDARDS ADMINISTRATION
 WAGE AND HOUR DIVISION
 WASHINGTON, D.C. 20210

FH002
 B0383

REGISTER OF WAGE DETERMINATIONS UNDER
 THE SERVICE CONTRACT ACT
 By direction of the Secretary of Labor

W. M. Otter
 W. M. Otter Administrator

LOCALITY	State: NEVADA	NV
	Area: All Counties	
Wage determination number: 76-1052 (Rev. 6)		Date: 26 SEP 1992

Class of service employee	Minimum hourly wage	Fringe benefit payments			
		Health & Welfare	Vacation	Holiday	Other

Employed on Bureau of Land Management contracts for capture and transportation of horses in the above LOCALITY:

- | | |
|----------------|--------|
| 1. Truckdriver | \$8.50 |
| 2. Laborer | 6.53 |

FRINGE BENEFITS APPLICABLE TO CLASSES OF SERVICE EMPLOYEES ENGAGED IN CONTRACT PERFORMANCE:

- 1/ ----- 2/ ----- 3/ -----
- 1/ \$.32 an hour or \$12.80 a week or \$55.46 a month.
 - 2/ 1 week paid vacation after 1 year of service with an employer; 2 weeks after 5 years.
 - 3/ 9 paid holidays per year: New Year's Day, Washington's Birthday, Independence Day, Labor Day, Columbus Day, Veterans' Day, Thanksgiving Day and Christmas Day. (A contractor may substitute for any of the named holidays another day off with pay in accordance with a plan communicated to the employees involved.)

NOTE: Any class of service employee required in the performance of the contract but not listed above shall be classified by the contractor so as to provide a reasonable relationship between such classes and those listed above, and shall be paid such monetary wages as are determined by agreement (evidenced in writing) of the interested parties, who shall be deemed to be the contracting agency, the contractor, and the employees who will perform on the contract or their representatives. In the absence of an agreement, the question of proper conformable wage rates is to be submitted to the Department of Labor by the contracting officer for a final determination. (See Section 4.6(b) of Regulations 29 CFR 4).

SECTION 1 - CONTRACT CLAUSES (continued)

U.S. DEPARTMENT OF LABOR
EMPLOYMENT STANDARDS ADMINISTRATION
WAGE AND HOUR DIVISION
WASHINGTON, D.C. 20210

NUMBER OF WAGE DETERMINATIONS UNDER
THE SERVICE CONTRACT ACT
By direction of the Secretary of Labor

R. M. Oster

LOCALITY	State: <u>Nationwide</u> XX
	Area: <u>Various Localities</u> <small>(THIS WAGE DETERMINATION DOES NOT APPLY TO CONTRACTS FOR WHICH SEPARATE WAGE DETERMINATIONS HAVE BEEN ISSUED.)</small>

Wage determination number: 80-256 (Rev-3) Date: JUN 15 1983

U.S. Dept. of Labor

Administrator

Class of service employee	Minimum hourly wage	Fringe benefit payments			
		Health & Welfare	Vacation	Hol/Day	Other

Employed on U. S. Government contracts for aerial seeding, aerial spraying, transportation of personnel and cargo, fire reconnaissance, administrative flying, fire detection, air taxi mail service, and other flying services except scheduled airline transportation (this determination does not apply to modification and/or repair of aircraft contracts to which flying services are incidental):

1. Pilot 1/	\$12.08				
2. Aircraft Mechanic, Journeyman	9.86				
3. Aircraft Mechanic, Junior	7.36				
4. Aircraft Cleaner	5.06				
5. Laborer	5.06				

Fringe benefits applicable to classes of service employees engaged in contract performance:

2/ 3/ 4/

Occupational Definition:

Aircraft Mechanic, Junior - This occupational classification may be part of a planned program of training and development for advancement to journeyman level. Work is generally performed under the guidance and supervision of the journeyman mechanic. Workers who assist or directly help higher level mechanics by performing simple or common tasks (getting tools and supplies, carrying materials and lifting and holding materials in place during operation, cleaning work areas, cleaning work areas, tools and machines, and, lubricating machines) are excluded.

U.S. DEPARTMENT OF LABOR
 EMPLOYMENT STANDARDS ADMINISTRATION
 WAGE AND HOUR DIVISION
 WASHINGTON, D.C. 20210

REGISTER OF WAGE DETERMINATIONS UNDER
 THE SERVICE CONTRACT ACT
 By direction of the Secretary of Labor

W. M. O'Neil

W. M. O'Neil

Administrator

LOCALITY	State: <u>Nationwide</u>	XX
	Area: <u>Various Localities</u>	
(THIS WAGE DETERMINATION DOES NOT APPLY TO CONTRACTS FOR WHICH SEPARATE WAGE DETERMINATIONS HAVE BEEN ISSUED.)		
Wage determination number: <u>80-256 (REV. - 5)</u>		Date: <u>JUN 15 1983</u>
Class of service employee	Minimum hourly wage	Fringe benefit payments:
		Health & Welfare Vacation Holiday Other

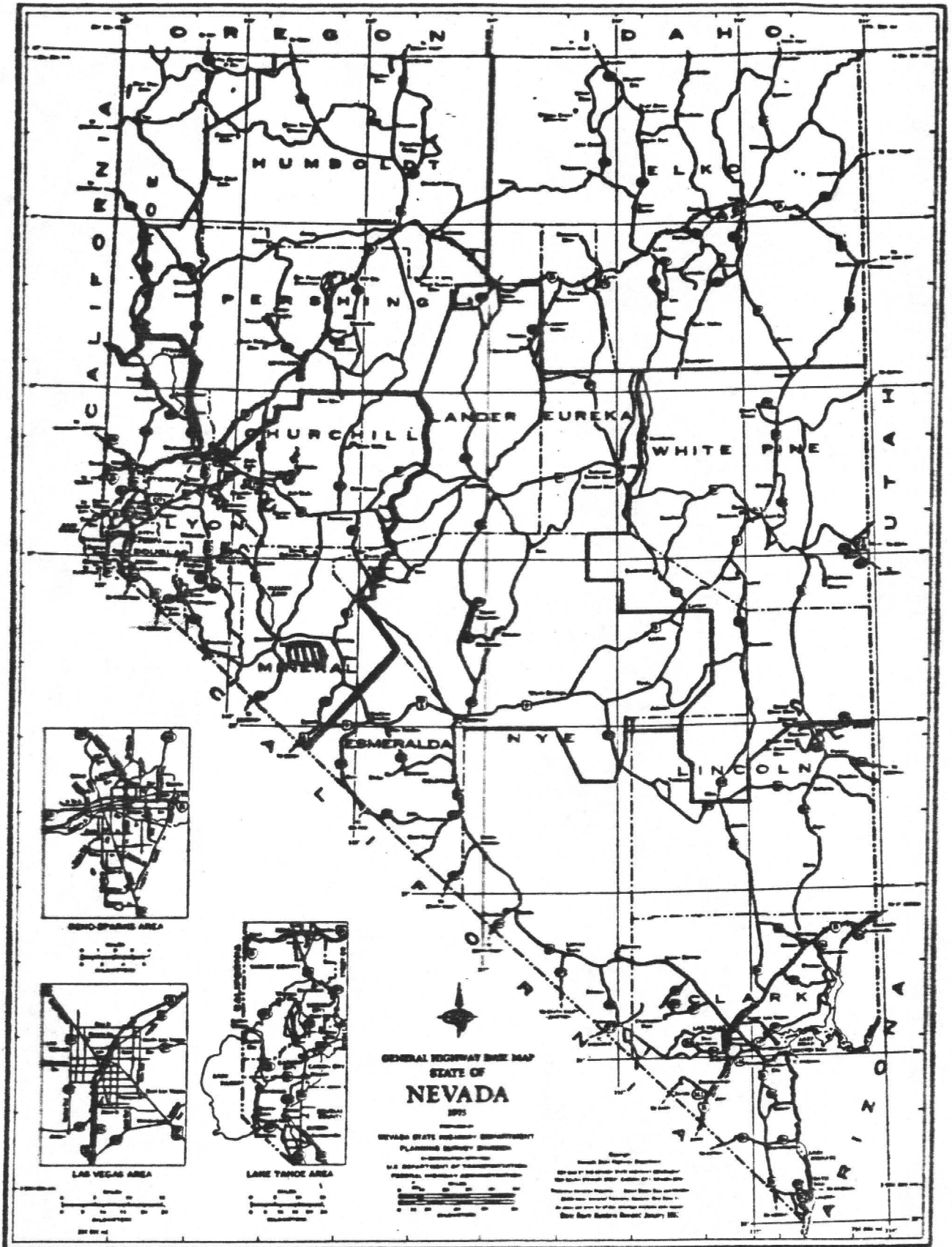
- 1/ Base hourly wages inclusive of differential bonus, and/or premium payments for flight time. Not applicable to a "co-pilot" classification where such is required in the performance of the contract, see note below.
- 2/ \$.32 an hour or \$12.80 a week or \$55.46 a month.
- 3/ One week paid vacation after 1 year's service with contractor or successor; two weeks after 2 years. (Length of service includes the whole span of continuous service with the present (successor) contractor wherever employed, and with predecessor contractors in the performance of similar work at the same Federal facility. (Reg. 4.171(b)(2).)
- 4/ 9 paid holidays per year: New Year's Day, Washington's Birthday, Memorial Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day, Columbus Day and Christmas Day. (A contractor may substitute for any of the named holidays another day off with pay in accordance with a plan communicated to the employees involved.)

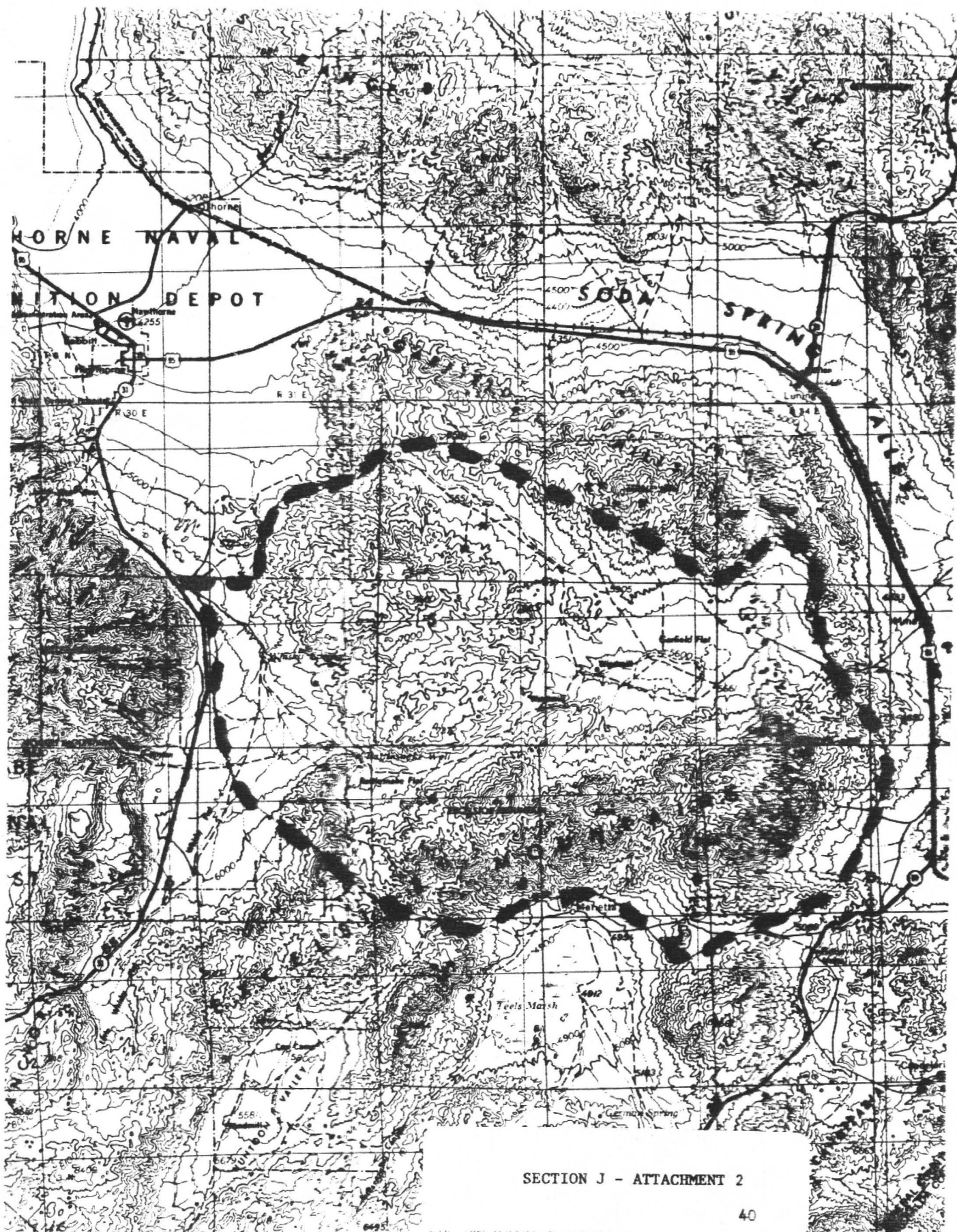
Any class of service employee required in the performance of the contract but not listed above shall be classified by the contractor so as to provide a reasonable relationship between such classes and those listed above, and shall be paid such monetary wages as are determined by agreement (evidenced in writing) of the interested parties, who shall be deemed to be the contracting agency, the contractor, and the employees who will perform on the contract or their representatives. In the absence of an agreement, the question of proper conformable wage rates is to be submitted to the Department of Labor by the contracting officer for a final determination. (See Section 4.6(b) of Regulations 29 CFR 4).

SECTION J - LIST OF ATTACHMENTS

ATTACHMENT 1 - Location Map of Capture Area

ATTACHMENT 2 - Map of Capture Area





SECTION J - ATTACHMENT 2

SECTION K - REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS OF OFFERORS

A. 52.252-01 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (APR 1984)

This solicitation incorporates the following 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.

I. FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1) SOLICITATION PROVISIONS

<u>REF</u>	<u>REF NO</u>	<u>TITLE</u>	<u>DATE</u>
1	52.222-21	CERTIFICATION OF NONSEGREGATED FACILITIES	APR 1984

B. FAR Clauses in Full Text

52.203-02 CERTIFICATE OF INDEPENDENT PRICE DETERMINATION APR 1984

(a) The offeror certifies that-

(1) The prices in this offer have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other offeror or competitor relating to (i) those prices, (ii) the intention to submit an offer, or (iii) the methods or factors used to calculate the prices offered;

(2) The prices in this offer have not been and will not be knowingly disclosed by the offeror, directly or indirectly, to any other offeror or competitor before bid opening (in the case of a formally advertised solicitation) or contract award (in the case of a negotiated solicitation) unless otherwise required by law; and

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

(b) Each signature on the offer is considered to be a certification by the signatory that the signatory-

(1) Is the person in the offeror's organization responsible for determining the prices being offered in this bid or proposal, and that the signatory has not participated and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above; or

(2) (i) Has been authorized, in writing, to act as agent for the following principals in certifying that those principals have not participated, and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above

.....
.....

(insert full name of person(s) in the offeror's organization responsible for determining the prices offered in this bid or proposal, and the title of his or her position in the offeror's organization);

(ii) As an authorized agent, does certify that the principals named in subdivision (b)(2)(i) above have not participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) above; and

(iii) As an agent, has not personally participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) above.

SECTION K - REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS OF OFFERORS
(cont'd)

(c) If the offeror deletes or modifies subparagraph (a)(2) above, the offeror must furnish with its offer a signed statement setting forth in detail the circumstances of the disclosure.

52.203-04

CONTINGENT FEE REPRESENTATION AND AGREEMENT

APR 1984

(a) Representation. The offeror represents that, except for full-time bona fide employees working solely for the offeror, the offeror-

Note: The offeror must check the appropriate boxes. For interpretation of the representation, including the term "bona fide employee," see Subpart 3.4 of the Federal Acquisition Regulation.

(1) has, has not employed or retained any person or company to solicit or obtain this contract; and

(2) has, has not paid or agreed to pay to any person or company employed or retained to solicit or obtain this contract any commission, percentage, brokerage, or other fee contingent upon or resulting from the award of this contract.

(b) Agreement. The offeror agrees to provide information relating to the above Representation as requested by the Contracting Officer and, when subparagraph (a)(1) or (a)(2) is answered affirmatively, to promptly submit to the Contracting Officer-

(1) A completed Standard Form 119, Statement of Contingent or Other Fees, (SF 119); or

(2) A signed statement indicating that the SF 119 was previously submitted to the same contracting office, including the date and applicable solicitation or contract number, and representing that the prior SF 119 applies to this offer or quotation.

52.214-02

TYPE OF BUSINESS ORGANIZATION - FORMAL ADVERTISING

APR 1984

The bidder, by checking the applicable box, represents that it operates as a corporation incorporated under the laws of the State of, an individual, a partnership, a nonprofit organization, or a joint venture.

52.214-08

PARENT COMPANY AND IDENTIFYING DATA

APR 1984

(a) A "parent" company, for the purpose of this provision, is one that owns or controls the activities and basic business policies of the bidder. To own the bidding company means that the parent company must own more than 50 percent of the voting rights in that company. A company may control a bidder as a parent even though not meeting the requirement for such ownership if the parent company is able to formulate, determine, or veto basic policy decisions of the offeror through the use of dominant minority voting rights, use of proxy voting, or otherwise.

(b) The bidder is, is not (check applicable box) owned or controlled by a parent company.

(c) If the bidder checked "is" in paragraph (b) above, it shall provide the following information:

SECTION K - REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS OF OFFERORS
(cont'd)

Name and Main Office Address
of Parent Company (Include
Zip Code)

Parent Company's Employer's
Identification Number

(d) If the bidder checked "is not" in paragraph (b) above, it shall insert its own Employer's Identification Number on the following line
.....

SMALL BUSINESS

A small business concern for the purpose of the Government procurement is a concern including its affiliates, which is independently owned and operated, is not dominant in the field of operation in which it is submitting offers on Government contract, and can further qualify under the criteria concerning the number of employees, average annual receipts, or other criteria, as prescribed by the Small Business Administration. (See code or Federal Regulations, Title 13, Part 121, as amended, which contains detailed industry definitions and related procedures.)

The size standard for this procurement is: Small Business if average annual receipts for preceding three (3) fiscal years did not exceed \$3.5 million.

52.219-01

SMALL BUSINESS CONCERN REPRESENTATION

APR 1984

The offeror represents and certifies as part of its offer that it [] is, [] is not a small business concern and that all, not all supplies to be furnished will be manufactured or produced by a small business concern in the United States, its possessions, or Puerto Rico. "Small business concern," as used in this provision, 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 size standards in this solicitation.

SECTION K - REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS OF OFFERORS
(cont'd)

52.219-03 WOMEN-OWNED SMALL BUSINESS REPRESENTATION APR 1984

(a) Representation. The offeror represents that it is, is not a women-owned small business concern.

(b) Definitions.

"Small business concern," as used in this provision, means a concern, including its affiliates, that is independently owned and operated, not dominate in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria and size standards in 13 CFR 121.

"Women-owned," as used in this provision, means a small business that is at least 51 percent owned by a woman or women who are U.S. citizens and who also control and operate the business.

52.220-01 PREFERENCE FOR LABOR SURPLUS AREA CONCERNS APR 1984

(a) This acquisition is not set aside for labor surplus area (LSA) concerns. However, the offeror's status as such a concern may affect (1) entitlement to award in case of tie offers or (2) offer evaluation in accordance with the Buy American Act clause of this solicitation. In order to determine whether the offeror is entitled to a preference under (1) or (2) above, the offeror must identify, below, the LSA in which the costs to be incurred on account of manufacturing or production (by the offeror or the first-tier subcontractors) amount to more than 50 percent of the contract price.

.....
.....

(b) Failure to identify the locations as specified above will preclude consideration of the offeror as an LSA concern. If the offeror is awarded a contract as an LSA concern and would not have otherwise qualified for award, the offeror shall perform the contract or cause the contract to be performed in accordance with the obligations of an LSA concern.

52.222-22 PREVIOUS CONTRACTS AND COMPLIANCE REPORTS APR 1984

The offeror represents that-

(a) It has, has not participated in a previous contract or subcontract subject either to the Equal Opportunity clause of this solicitation, the clause originally contained in Section 310 of Executive Order No. 10925, or the clause contained in Section 201 of Executive Order No. 11114;

(b) It has, has not, filed all required compliance reports; and

(c) Representations indicating submission of required compliance reports, signed by proposed subcontractors, will be obtained before subcontract awards.

SECTION K - REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS OF OFFERORS
(cont'd)

52.222-25

AFFIRMATIVE ACTION COMPLIANCE

APR 1984

The offeror represents that (a) it [] has developed and has on file, [] has not developed and does not have on file, at each establishment, affirmative action programs required by the rules and regulations of the Secretary of Labor (41 CFR 60-1 and 60-2), or (b) it [] has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.

52.219-02

SMALL DISADVANTAGED BUSINESS CONCERN
REPRESENTATION

APR 1984

(a) Representation. The offeror represents that it [] is, [] is not a small disadvantaged business concern.

(b) Definitions.

"Asian-Indian American," as used in this provision, means a United States citizen whose origins are in India, Pakistan, or Bangladesh.

"Asian-Pacific American," as used in this provision, means a United States citizen whose origins are in Japan, China, the Philippines, Vietnam, Korea, Samoa, Guam, the U.S. Trust Territory of the Pacific Islands, the Northern Mariana Islands, Laos, Cambodia, or Taiwan.

"Native Americans," as used in this provision, means American Indians, Eskimos, Aleuts, and native Hawaiians.

"Small business concern," as used in this provision, 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 and size standards in 13 CFR 121.

"Small disadvantaged business concern," as used in this provision, means a small business concern that (1) is at least 51 percent owned by one or more individuals who are both socially and economically disadvantaged, or a publicly owned business having at least 51 percent of its stock owned by one or more socially and economically disadvantaged individuals and (2) has its management and daily business controlled by one or more such individuals.

(c) Qualified groups. The offeror shall presume that socially and economically disadvantaged individuals include Black Americans, Hispanic Americans, Native Americans, Asian-Pacific Americans, Asian-Indian Americans, and other individuals found to be qualified by the SBA under 13 CFR 124.1.

DUNS IDENTIFICATION NUMBER

*Each offeror is requested to fill in the appropriate information set forth below:

(1) DUNS Identification Number: . This number is assigned by Dun and Bradstreet, Inc., and is contained in that company's Data Universal Numbering System (DUNS). If the offeror's DUNS number has not been assigned, so state. This office will obtain a DUNS number on behalf of the successful offeror.

(2) Principal place of performance of the work required under the resulting contract (city and state):

SECTION K - REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS OF OFFERORS (cont'd)

BID BOND <i>(See Instructions on reverse)</i>	DATE BOND EXECUTED <i>(Must be same or later than bid opening date)</i>
PRINCIPAL <i>(Legal name and business address)</i>	TYPE OF ORGANIZATION <i>(Check one)</i> <input type="checkbox"/> INDIVIDUAL <input type="checkbox"/> PARTNERSHIP <input type="checkbox"/> JOINT VENTURE <input type="checkbox"/> CORPORATION STATE OF INCORPORATION
SURETY(IES) <i>(Name and business address)</i>	

PERCENT OF BID PRICE	PENAL SUM OF BOND				BID DATE	BID IDENTIFICATION
	AMOUNT NOT TO EXCEED					
	MILLION(S)	THOUSAND(S)	HUNDRED(S)	CENTS		INVITATION NO.
					FOR <i>(Construction, Supplies or Services)</i>	

OBLIGATION:

We, the Principal and Surety(ies) are firmly bound to the United States of America (hereinafter called the Government) in the above penal sum. For payment of the penal sum, we bind ourselves, our heirs, executors, administrators, and successors, jointly and severally. However, where the Sureties are corporations acting as co-sureties, we, the Sureties, bind ourselves in such sum "jointly and severally" as well as "severally" only for the purpose of allowing a joint action or actions against any or all of us. For all other purposes, each Surety binds itself, jointly and severally with the Principal, for the payment of the sum shown opposite the name of the Surety. If no limit of liability is indicated, the limit of liability is the full amount of the penal sum.

CONDITIONS:

The Principal has submitted the bid identified above.

THEREFORE:

The above obligation is void if the Principal - (a) upon acceptance by the Government of the bid identified above, within the period specified therein for acceptance (sixty (60) days if no period is specified), executes the further contractual documents and gives the bond(s) required by the terms of the bid as accepted within the time specified (ten (10) days if no period is specified) after receipt of the forms by the principal; or (b) in the event of failure so to execute such further contractual documents and give such bonds, pays the Government for any cost of procuring the work which exceeds the amount of the bid.

Each Surety executing this instrument agrees that its obligation is not impaired by any extension(s) of the time for acceptance of the bid that the Principal may grant to the Government. Notice to the surety(ies) of extension(s) are waived. However, waiver of the notice applies only to extensions aggregating not more than sixty (60) calendar days in addition to the period originally allowed for acceptance of the bid.

WITNESS:

The Principal and Surety(ies) executed this bid bond and affixed their seals on the above date.

PRINCIPAL					
	1.	2.			
Signature(s)			(Seal)	(Seal)	Corporate Seal
Name(s) & Title(s) <i>(Typed)</i>					
INDIVIDUAL SURETIES					
	1.	2.			
Signature(s)			(Seal)	(Seal)	
Name(s) <i>(Typed)</i>					
CORPORATE SURETY(IES)					
SURETY A	Name & Address		STATE OF INC.	LIABILITY LIMIT	
				\$	
	Signature(s)	1.	2.		Corporate Seal
Name(s) & Title(s) <i>(Typed)</i>					

CORPORATE SURETY(IES) (Continued)

SURETY B	Name & Address			STATE OF INC.	LIABILITY LIMIT	<i>Corporate Seal</i>
	Signature(s)	1.	2.		\$	
	Name(s) & Title(s) (Typed)	1.	2.			
SURETY C	Name & Address			STATE OF INC.	LIABILITY LIMIT	<i>Corporate Seal</i>
	Signature(s)	1.	2.		\$	
	Name(s) & Title(s) (Typed)	1.	2.			
SURETY D	Name & Address			STATE OF INC.	LIABILITY LIMIT	<i>Corporate Seal</i>
	Signature(s)	1.	2.		\$	
	Name(s) & Title(s) (Typed)	1.	2.			
SURETY E	Name & Address			STATE OF INC.	LIABILITY LIMIT	<i>Corporate Seal</i>
	Signature(s)	1.	2.		\$	
	Name(s) & Title(s) (Typed)	1.	2.			
SURETY F	Name & Address			STATE OF INC.	LIABILITY LIMIT	<i>Corporate Seal</i>
	Signature(s)	1.	2.		\$	
	Name(s) & Title(s) (Typed)	1.	2.			
SURETY G	Name & Address			STATE OF INC.	LIABILITY LIMIT	<i>Corporate Seal</i>
	Signature(s)	1.	2.		\$	
	Name(s) & Title(s) (Typed)	1.	2.			

INSTRUCTIONS

1. This form is authorized for use when a bid guaranty is required. Any deviation from this form will require the written approval of the Administrator of General Services.

2. Insert the full legal name and business address of the Principal in the space designated "Principal" on the face of the form. An authorized person shall sign the bond. Any person signing in a representative capacity (e.g., an attorney-in-fact) must furnish evidence of authority if that representative is not a member of the firm, partnership, or joint venture, or an officer of the corporation involved.

3. The bond may express penal sum as a percentage of the bid price. In these cases, the bond may state a maximum dollar limitation (e.g., 20% of the bid price but the amount not to exceed _____ dollars).

4. (a) Corporations executing the bond as sureties must appear on the Department of the Treasury's list of approved sureties and must act within the limitation listed herein. Where more than one corporate surety is involved, their names and addresses shall appear

in the spaces (Surety A, Surety B, etc.) headed "CORPORATE SURETY(IES)". In the space designated "SURETY(IES)" on the face of the form, insert only the letter identification of the sureties.

(b) Where individual sureties are involved, two or more responsible persons shall execute the bond. A completed Affidavit of Individual Surety (Standard Form 28), for each individual surety, shall accompany the bond. The Government may require these sureties to furnish additional substantiating information concerning their financial capability.

5. Corporations executing the bond shall affix their corporate seals. Individuals shall execute the bond opposite the word "Corporate Seal"; and shall affix an adhesive seal if executed in Maine, New Hampshire, or any other jurisdiction requiring adhesive seals.

6. Type the name and title of each person signing this bond in the space provided.

7. In its application to negotiated contracts, the terms "bid" and "bidder" shall include "proposal" and "offeror".

SECTION L - INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS

A. 52.252-01 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (APR 1984)

This solicitation incorporates the following 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.

I. FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1) SOLICITATION PROVISIONS

<u>REF</u>	<u>REF NO</u>	<u>TITLE</u>	<u>DATE</u>
1	52.214-01	SOLICITATION DEFINITIONS - FORMAL ADVERTISING	APR 1984
2	52.214-03	ACKNOWLEDGEMENTS OF AMENDMENTS TO INVITATIONS FOR BIDS	APR 1984
3	52.214-04	FALSE STATEMENTS IN BIDS	APR 1984
4	52.214-05	SUBMISSION OF BIDS	APR 1984
5	52.214-06	EXPLANATION TO PROSPECTIVE BIDDERS	APR 1984
6	52.214-07	LATE SUBMISSIONS, MODIFICATIONS, AND WITHDRAWALS OF BIDS	APR 1984
7	52.214-09	FAILURE TO SUBMIT BID	APR 1984
8	52.214-10	CONTRACT AWARD - FORMAL ADVERTISING	APR 1984
9	52.214-11	ORDER OF PRECEDENCE - FORMAL ADVERTISING	APR 1984
10	52.214-12	PREPARATION OF BIDS	APR 1984

BID PREPARATION/SUBMISSION CHECKLIST

To insure proper handling and processing, please check the following:

- Is the unit price legible? Is the extended price right?
- Have you initialed all changes and erasures?
- Have you signed your bid?
- If a bid bond is required, have you enclosed it?
- Have you enclosed all required bidding material?
- Have you acknowledged receipt of all amendments?
- If you are submitting "No Bid," which is considered a response:

1. Return the bid forms complete with your name and address and marked "No Bid," or
2. Advise BLM of "No Bid" by letter or post card.

IMPORTANT: Failure to respond to two consecutive invitations for bid or pre-invitation notices shall be cause for your name to be removed from the mailing list for the bid category covered by this invitation for bids.

SECTION 1 - INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS (continued)

SUBMISSION PROCEDURES FOR MAILED BIDS

When submitting bid, the envelope must be sealed, marked, and addressed as follows:

*
FROM: (NAME, ADDRESS, AND ZIP
CODE OF BIDDER)

*
(DO NOT FORGET
CORRECT POSTAGE)

BUREAU OF LAND MANAGEMENT
DENVER SERVICE CENTER
BLDG. 50, MAILROOM
DENVER FEDERAL CENTER
DENVER, COLORADO 80225

INVITATION NO: YA551-IFB5-340010
BID FOR: GARFIELD FLAT WILD HORSE REMOVAL
DATE OF OPENING: JANUARY 11, 1985
TIME OF OPENING: 2:30 p.m., local Denver time
*

If bidder is submitting a "No Bid," please put "No Bid" above the invitation number.

CAUTION TO BIDDERS: LATE BIDS. SEE CLAUSE IN INSTRUCTION TO BIDDERS REGARDING LATE BIDS AND MODIFICATIONS OR WITHDRAWALS OF BIDS. Late bid and/or withdrawals or modifications will be considered only if timely mailed by certified or registered mail.

SUBMISSION PROCEDURES FOR HAND-CARRIED BIDS.

If bids are to be hand-carried by bidder, a representative of bidder's firm, or by commercial carrier:

1. Bids should be delivered to, and deposited in, the Bid Depository of the DSC Mailroom in Building No. 50, Denver Federal Center, Denver, Colorado. The Mail Room Bid Depository is located in Room A-1656 of Building No. 50. If packages are too large for the Bid Depository slot, they should be delivered to Mailroom personnel in the room in which Bid Depository is located directly to the right of the Bid Depository slot. Bids will be received at the Bid Depository Monday through Friday from 7:45 a.m. to 4:15 p.m., excluding holidays, until time and date of bid opening.
2. If bidder elects to deliver hand-carried bids directly to the Bid Opening Officer, this officer will accept bids only during the last 15 minutes prior to the scheduled bid opening time in the Bid Opening Room No. 2020, Building No. 20, Denver Federal Center, Denver, Colorado.

SECTION M - EVALUATION FACTORS FOR AWARD

A. BASIS FOR AWARD

Bids will be received on the Bid Schedule (Section B) on an all or none basis; no bids will be considered for only a part of the Schedule. Award will be made to the lowest qualified bidder based upon the unit price quoted. Bidders are cautioned, therefore, to be sure that a unit price is shown for each item. Failure to show a unit price for each item may result in rejection of the bid as non-responsive.

B. ARITHMETIC DISCREPANCIES

1. For the purpose of initial evaluation of bids, the following procedures will be utilized in resolving arithmetic discrepancies found on the face of the bidding schedule as submitted by bidders:
 - a. In case of discrepancy between unit price and extended price, the unit price will govern;
 - b. Obviously misplaced decimal points will be corrected;
 - c. Apparent errors in extension of unit prices will be corrected; and
 - d. Apparent errors in addition of lump-sum and extended prices will be corrected.

For the purposes of bid evaluation, the Government will proceed on the assumption that the bidder intends his bid to be evaluated on the basis of the unit prices, extensions, and totals arrived at by resolution or arithmetic discrepancies as provided above and the bid will be so reflected on the abstract of bids.

2. It shall be the responsibility of each bidder to promptly check his own figures and advise the contracting officer of any instance where his bid as thus corrected does not represent his intentions.
3. Arithmetic discrepancies resolved in accordance with Paragraph 1 (a) above will not be subject to the provisions of 41 CFR Section 1-2.406.

SECTION L - INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS (continued)

3. To ensure proper handling, hand-carried bids should be sealed, marked, and addressed in accordance with the example for Submission Procedures for Mailed Bids.

TELEGRAPHIC BIDS

Telegraphic bids are not authorized and will not be accepted.