

G 7/22/80

Invitation for Bids No. YA-554-IFB0-109

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



Schedule, General Provisions and Specifications

BUCK-BALD HORSE REMOVAL

Ely District Office, Bureau of Land Management
Ely, Nevada
Telephone No. (702) 289-4865

Bids will be received at the office of the Bureau of Land Management, Building 50, Mailroom, Denver Federal Center, Denver, Colorado 80225, until 2:30 p.m., local time at place of bid opening July 22, 1980.

STANDARD FORM 19 JULY 1973 EDITION GENERAL SERVICES ADMINISTRATION FED. PROC. REG. 141 CFR 1-16.401	INVITATION, BID, AND AWARD	REFERENCE (Include in correspondence) Inv. No. YA-554-IFBO-109
<input checked="" type="checkbox"/> CHECK IF SMALL BUSINESS SET-ASIDE OR OTHER NEGOTIATED PROCUREMENT (If checked, "Bid" includes "Proposal")		

ilc INVITATION FOR BIDS ISSUING OFFICE * Bureau of Land Management Denver Service Center Bldg. 50, Denver Federal Center Denver, Colorado 80225	DATE ISSUED: July 1, 1980 BID RECEIVING OFFICE * Bureau of Land Management Denver Service Center D-554 Bldg. 50, Mailroom, DFC Denver, Colorado 80225
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Information regarding bidding material may be obtained from the issuing office.

SEALED BIDS in single copy covering work described in specifications, schedules, drawings and conditions entitled and dated as follows:

BUCK-BALD HORSE REMOVAL (Ely)

will be received at the Bid Receiving Office until 2:30 p.m. local time at place of bid opening July 22, 1980 and at that time publicly opened. (Hour) (Date)

Sealed envelopes containing bids shall be addressed to the Bid Receiving Office and shall be marked to show: Bidder's Name and Address; * Reference Inv. No. YA-554-IFBO-109 Time and Date of Opening; Project Title

BID (This Section to be completed by Bidder)	→ DATE BID SUBMITTED:
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The undersigned agrees, if this bid is accepted within * calendar days (60 days unless a different period is inserted) after date of opening, to complete all work specified in strict accordance with the above-identified documents and the General Provisions on the reverse hereof, within ** calendar days after receipt of notice to proceed, for the following amount (s) as set forth in the attached Bid Schedule which is made a part hereof, including all applicable Federal, State, and local taxes. If the total amount of the bid exceeds \$25,000, the bidder shall furnish a bid guarantee in the amount of not less than 20% of the total bid price and also agrees to furnish a performance bond in an amount equal to 50% of the contract price with surety or sureties acceptable to the Government on Government forms as prescribed in Clause 4 of the Special Provisions of the Invitation for Bids. Bidder further agrees to comply with the labor standard provisions applicable to contracts in excess of \$2,500, as stated in the Special Provisions and the Service Contract Act of 1965.

* Bids offering less than 30 calendar days will be considered nonresponsive and will be rejected.

** See Bid Schedule, Section E.

CHECK IF LABOR SURPLUS SET-SIDE

RECEIPT OF AMENDMENTS: The undersigned acknowledges receipt of the following amendments of the invitation for bids, drawings, and/or specifications, etc. (Give number and date of each amendment):

The representations and certifications on the accompanying STANDARD FORM 19-B are made a part of this bid.

NAME AND ADDRESS OF BIDDER (Street, City, State)* (Type or print.)	SIGNATURE OF PERSON AUTHORIZED TO SIGN THIS BID → SIGNER'S NAME AND TITLE (Type or print.)
AREA CODE & PHONE NO.	DATE OF AWARD
AWARD (This Section for Government only)	

THE ABOVE BID IS ACCEPTED IN THE AMOUNT OF \$

- YOU ARE DIRECTED TO PROCEED WITH THE WORK UPON RECEIPT OF THIS AWARD.
- NOTICE TO PROCEED WILL BE ISSUED UPON RECEIPT OF ACCEPTABLE PAYMENT AND PERFORMANCE BONDS.
- Notice to proceed will be issued by the C.O.A.R.

NOTE: PARTNERSHIPS AND JOINT VENTURES SHOULD COMPLETE THE ATTACHED SIGNATURE EXTENSION FORM.

THE UNITED STATES OF AMERICA
BY _____ (Contracting Officer)
_____ (Title)

SIGNATURE EXTENSION PAGE TO SF-19

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 _____

Title _____

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By _____

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By _____

Title _____

Address _____

By _____

Title _____

Address _____

REPRESENTATIONS AND CERTIFICATIONS**(Construction and Architect-Engineer Contract)****(For use with Standard Forms 19, 21 and 252)**

REFERENCE (Enter same No.(s) as on SF 19, 21 and 252)

YA-554-IFB0-109

NAME AND ADDRESS OF BIDDER (No., Street, City, State, and ZIP Code)

DATE OF BID

In negotiated procurements, "bid" and "bidder" shall be construed to mean "offer" and "offeror."

The bidder makes the following representations and certifications as a part of the bid identified above. (Check appropriate boxes.)

1. SMALL BUSINESS

He is, is not, a small business concern. (A small business concern for the purpose of Government procurement is a concern, including its affiliates, which is independently owned and operated, is not dominant in the field of operations in which it is bidding on Government contracts, and can further qualify under the criteria concerning number of employees, average annual receipts, or other criteria as prescribed by the Small Business Administration. For additional information see governing regulations of the Small Business Administration (13 CFR Part 121)).

2. MINORITY BUSINESS ENTERPRISE

He is, is not a minority business enterprise. A minority business enterprise is defined as a "business, at least 50 percent of which is owned by minority group members or, in case of publicly owned businesses, at least 51 percent of the stock of which is owned by minority group members." For the purpose of this definition, minority group members are Negroes, Spanish-speaking American persons, American-Orientals, American-Indians, American-Eskimos, and American-Aleuts."

3. CONTINGENT FEE

(a) He has, has not, employed or retained any company or person (other than a full-time bona fide employee working solely for the bidder) to solicit or secure this contract, and (b) he has, has not, paid or agreed to pay any company or person (other than a full-time bona fide employee working solely for the bidder) any fee, commission, percentage or brokerage fee, contingent upon or resulting from the award of this contract; and agrees to furnish information relating to (a) and (b) above as requested by the Contracting Officer. (For interpretation of the representation, including the term "bona fide employee," see Code of Federal Regulations, Title 41, Subpart 1-1.5.)

4. TYPE OF ORGANIZATION

He operates as an individual, partnership, joint venture, corporation, incorporated in State of

5. INDEPENDENT PRICE DETERMINATION

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

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

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

(3) No attempt has been made or will be made by the bidder to induce any other person or firm to submit or not to submit a bid for the purpose of restricting competition.

(b) Each person signing this bid certifies that:

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

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

(c) This certification is not applicable to a foreign bidder submitting a bid for a contract which requires performance or delivery outside the United States, its possessions, and Puerto Rico.

(d) A bid will not be considered for award where (a) (1), (a) (3), or (b) above, has been deleted or modified. Where (a) (2) above, has been deleted or modified, the bid will not be considered for award unless the bidder furnishes with the bid a signed statement which sets forth in detail the circumstances of the disclosure and the head of the agency, or his designee, determines that such disclosure was not made for the purpose of restricting competition.

NOTE.—Bids must set forth full, accurate, and complete information as required by this invitation for bids (including attachments). The penalty for making false statements in bids is prescribed in 18 U.S.C. 1001.

THE FOLLOWING NEED BE CHECKED ONLY IF BID EXCEEDS \$10,000 IN AMOUNT.

6. EQUAL OPPORTUNITY

He has, has not, participated in a previous contract or subcontract subject to the Equal Opportunity Clause herein, the clause originally contained in Section 301 of Executive Order No. 10925, or the clause contained in Section 201 of Executive Order No. 11114; he has, has not, filed all required compliance reports; and representations indicating submission of required compliance reports, signed by proposed subcontractors, will be obtained prior to subcontract awards.

(The above representations need not be submitted in connection with contracts or subcontracts which are exempt from the equal opportunity clause.)

7. PARENT COMPANY AND EMPLOYER IDENTIFICATION NUMBER

Each bidder shall furnish the following information by filling in the appropriate blocks:

(a) Is the bidder owned or controlled by a parent company as described below? Yes No. (For the purpose of this bid, a parent company is defined as one which either owns or controls the activities and basic business policies of the bidder. To own another company means the parent company must own at least a majority (more than 50 percent) of the voting rights in that company. To control another company, such ownership is not required; if another company is able to formulate, determine, or veto basic business policy decisions of the bidder, such other company is considered the parent company of the bidder. This control may be exercised through the use of dominant minority voting rights, use of proxy voting, contractual arrangements, or otherwise.)

(b) If the answer to (a) above is "Yes," bidder shall insert in the space below the name and main office address of the parent company.

NAME OF PARENT COMPANY	MAIN OFFICE ADDRESS (No., Street, City, State, and ZIP Code)
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(c) Bidder shall insert in the applicable space below, if he has no parent company, his own Employer's Identification Number (E.I. No.) (Federal Social Security Number used on Employer's Quarterly Federal Tax Return, U.S. Treasury Department Form 941), or, if he has a parent company, the E.I. No. of his parent company.

EMPLOYER IDENTIFICATION NUMBER OF	➔	PARENT COMPANY	BIDDER
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8. CERTIFICATION OF NONSEGREGATED FACILITIES

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

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

NOTICE TO PROSPECTIVE SUBCONTRACTORS OF REQUIREMENT FOR CERTIFICATIONS OF NONSEGREGATED FACILITIES

A Certification of Nonsegregated Facilities must be submitted prior to the award of a subcontract exceeding \$10,000 which is not exempt from the provisions of the Equal Opportunity clause. The certification may be submitted either for each subcontract or for all subcontracts during a period (i.e., quarterly, semiannually, or annually).

NOTE: The penalty for making false statements in offers is prescribed in 18 U.S.C. 1001.

9. CLEAN AIR AND WATER

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

The bidder or offeror certifies as follows:

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

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

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

SECTION B

CONTINUATION OF REPRESENTATIONS AND CERTIFICATIONS

10. WOMAN-OWNED BUSINESS

Concern is () is not () a Woman-Owned business.

A woman-owned business is a business which is, at least, 51 percent owned, controlled, and operated by a woman or women. Controlled is defined as exercising the power to make policy decisions. Operated is defined as actively involved in the day-to-day management. For the purposes of this definition, businesses which are publicly owned, joint stock associations, and business trusts are exempted. Exempted businesses may voluntarily represent that they are, or are not, woman-owned if this information is available.

11. PERCENT OF FOREIGN CONTENT

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

12. DUNS IDENTIFICATION NUMBER

- (a) Each bidder shall insert their DUNS Contractor Establishment Number in the space indicated below:

DUNS Contractor Establishment Number _____.

- (b) The firm of Dun & Bradstreet, Inc., maintains a comprehensive contractor identification system and assigns a unique nine digit number to each individual contracting firm. This information is contained in the Dun & Bradstreet Data Universal Numbering System (DUNS).
- (c) If a bidder's DUNS number is not known or a DUNS number has not been assigned, so state. This office will obtain a DUNS number on behalf of the low responsive, responsible bidder.

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

Solicitation or Serial Number

YA-554-IFB0-109

**EQUAL OPPORTUNITY
AFFIRMATIVE ACTION PROGRAM REPRESENTATION**

BIDDER, OFFEROR, OR APPLICANT REPRESENTS THAT:

1. He *has* developed and *has* on file;
 He *has not* developed and *does not* have on file at each establishment, affirmative action programs as required by the rules and regulations of the Secretary of Labor (41 CFR 60-1 and 60-2); *

OR

2. He *has not* previously had a contract, lease, license, or permit subject to the affirmative action program requirement of the rules and regulations of the Secretary of Labor. *

The above representation need be checked only if this is a solicitation for a nonconstruction purchase contract in excess of \$10,000; or an application for a lease, license, or permit; or a bid on a sale of mineral materials or forest or vegetative products; wherein the total value of royalties or other payments to the Government will be in excess of \$10,000.

* *Written affirmative action programs are required of nonexempt firms having 50 or more employees; and (a) a nonconstruction purchase contract of \$50,000 or more, or (b) a lease, license, permit, or sales contract with a total value of royalties or other payments to the Government of \$50,000 or more.*

REPRESENTATIONS BY BIDDERS PURSUANT TO
 THE "BUY-AMERICAN" ACT
 (See Clause 8 of the General Provisions)

1. If the bidder represents that the articles, materials, and supplies he proposes to furnish are domestic source end products as defined in Clause 8 of the General Provisions, he shall check the box at the end of this paragraph.....

2. If the bidder represents that the articles, materials, and supplies he proposes to furnish are "Not" domestic source end products as defined in Clause 8 of the General Provisions, he shall check the box at the end of this paragraph

All bidders must check the box at the end of either paragraph 1 or 2 above.

3. A bidder who checks paragraph 1 above, but who proposes to furnish domestic source end products containing components of foreign origin the cost of which exceeds 5 percent of the bid price, shall furnish in the spaces below a complete list of components of foreign origin in sufficient detail to clearly identify each:

COMPONENTS OF FOREIGN ORIGIN¹

Component	Point of Origin

The bidder represents that the total cost of the above components of foreign origin, including applicable duty and transportation costs, constitutes _____ (%) percent of the cost of all components to be incorporated in the end products being furnished. The bidder agrees to furnish, for the exclusive use of the Government, such additional information as the contracting officer may request in order to verify the foregoing in evaluating the bid.

4. The bidder agrees that no components of foreign origin, other than those listed above, will be incorporated in the end products being furnished without written approval of the contracting officer.

¹Continue listing on reverse side if necessary.

BID BOND
 (See Instructions on reverse)

24-103

DATE BOND EXECUTED (Must not be later than bid opening date)

PRINCIPAL (Legal name and business address)

TYPE OF ORGANIZATION ("X" one)

- INDIVIDUAL PARTNERSHIP
 JOINT VENTURE CORPORATION

STATE OF INCORPORATION

SURETY(IES) (Name and business address)

PENAL SUM OF BOND

BID IDENTIFICATION

PERCENT OF BID PRICE	AMOUNT NOT TO EXCEED				BID DATE	INVITATION NO.
	MILLION(S)	THOUSAND(S)	HUNDRED(S)	CENTS		
	FOR (Construction, Supplies or Services)					

KNOW ALL MEN BY THESE PRESENTS, That we, the Principal and Surety(ies) hereto, are firmly bound to the United States of America (hereinafter called the Government) in the above penal sum for the payment of which we bind ourselves, our heirs, executors, administrators, and successors, jointly and severally: *Provided*, That, 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, and for all other purposes each Surety binds itself, jointly and severally with the Principal, for the payment of such sum only as is set forth opposite the name of such Surety, but if no limit of liability is indicated, the limit of liability shall be the full amount of the penal sum.

THE CONDITION OF THIS OBLIGATION IS SUCH, that whereas the Principal has submitted the bid identified above.

NOW, THEREFORE, if the Principal, upon acceptance by the Government of his bid identified above, within the period specified therein for acceptance (sixty (60) days if no period is specified), shall execute such further contractual documents, if any, and give such bond(s) as may be 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 him, or in the event of failure so to execute such further contractual documents and give such bonds, if the Principal shall pay the Government for any cost of procuring the work which exceeds the amount of his bid, then the above obligation shall be void and of no effect.

Each Surety executing this instrument hereby agrees that its obligation shall not be impaired by any extension(s) of the time for acceptance of the bid that the Principal may grant to the Government, notice of which extension(s) to the Surety(ies) being hereby waived; provided that such waiver of notice shall apply only with respect to extensions aggregating not more than sixty (60) calendar days in addition to the period originally allowed for acceptance of the bid.

IN WITNESS WHEREOF, the Principal and Surety(ies) have executed this bid bond and have affixed their seals on the date set forth above.

PRINCIPAL

Signature(s)	1	2	Corporate Seal
		(Seal) (Seal)	
Name(s) & Title(s) (Typed)	1	2	

INDIVIDUAL SURETIES

Signature(s)	1	2
		(Seal) (Seal)
Name(s) (Typed)	1	2

CORPORATE SURETY(IES)

SURETY A	Name & Address	STATE OF INC	LIABILITY LIMIT	Corporate Seal
	Signature(s)	1	2	
	Name(s) & Title(s) (Typed)	1	2	

CORPORATE SURETY(IES) (Continued)

SURETY B	Name & Address	STATE OF INC	LIABILITY LIMIT	Corporate Seal
	Signature(s)	1	2	
	Name(s) & Title(s) (Typed)	1	2	
SURETY C	Name & Address	STATE OF INC	LIABILITY LIMIT	Corporate Seal
	Signature(s)	1	2	
	Name(s) & Title(s) (Typed)	1	2	
SURETY D	Name & Address	STATE OF INC	LIABILITY LIMIT	Corporate Seal
	Signature(s)	1	2	
	Name(s) & Title(s) (Typed)	1	2	
SURETY E	Name & Address	STATE OF INC	LIABILITY LIMIT	Corporate Seal
	Signature(s)	1	2	
	Name(s) & Title(s) (Typed)	1	2	
SURETY F	Name & Address	STATE OF INC	LIABILITY LIMIT	Corporate Seal
	Signature(s)	1	2	
	Name(s) & Title(s) (Typed)	1	2	
SURETY G	Name & Address	STATE OF INC	LIABILITY LIMIT	Corporate Seal
	Signature(s)	1	2	
	Name(s) & Title(s) (Typed)	1	2	

INSTRUCTIONS

1. This form is authorized for use whenever a bid guaranty is required in connection with construction work or the furnishing of supplies or services. There shall be no deviation from this form without approval by the Administrator of General Services.

2. The full legal name and business address of the Principal shall be inserted in the space designated "Principal" on the face of this form. The bond shall be signed by an authorized person. Where such person is signing in a representative capacity (e.g., an attorney-in-fact), but is not a member of the firm, partnership, or joint venture, or an officer of the corporation involved, evidence of his authority must be furnished.

3. The penal sum of the bond may be expressed as a percentage of the bid price if desired. In such cases, a maximum dollar limitation may be stipulated (e.g., 20% of the bid price but the amount not to exceed _____ dollars).

4. (a) Corporations executing the bond as sureties must be among those appearing on the Treasury Department's list of approved sureties and must be acting within

the limitations set forth therein. Where more than a single corporate surety is involved, their names and addresses (city and State) shall be inserted in the spaces (Surety A, Surety B, etc.) headed "CORPORATE SURETY(IES)", and in the space designated "SURETY(IES)" on the face of this form only the letter identification of the Sureties shall be inserted.

(b) Where individual sureties execute the bond, they shall be two or more responsible persons. A completed Affidavit of Individual Surety (Standard Form 28), for each individual surety, shall accompany the bond. Such sureties may be required to furnish additional substantiating information concerning their assets and financial capability as the Government may require.

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

6. The name of each person signing this bid bond shall be typed in the space provided.

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SECTION E

BID SCHEDULE - BUCK BALD HORSE REMOVAL

ITEM NO.	DESCRIPTION	ESTIMATED QUANTITY	UNIT	UNIT PRICE	TOTAL AMOUNT
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The work to be bid on is the capture of wild horses from a geographical area extending from a fence approximately nine miles north of the Elko/White Pine County line extending south to Highway 50 in White Pine County, and the eastern boundary is approximately the center of Butte Valley in Elko County and extends west to the eastern boundary fence of the Ruby Lake National Wildlife Refuge in Elko Co. In White Pine County the eastern boundary is the crest of the Butte Mountains and the western boundary is the eastern benches of Newark Valley (see attached map).

Work includes the transfer and unloading of all captured horses at a central BLM holding facility, according to the following specifications, stipulations, and attached work location maps. All labor, vehicles, helicopters, traps, and other equipment, including but not limited to the aforementioned, shall be furnished by the contractor. Only the central holding facilities, feed, and radio equipment shall be furnished by the BLM.

1. Capture of horses	400 head	\$ _____	\$ _____
2. Transportation to Delta, Utah	400 head	\$ _____	\$ _____
3. Transportation to Palomino Valley, (Reno) NV.	400 head	\$ _____	\$ _____
TOTAL BID (ALL OR NONE)		\$ _____	

PERFORMANCE TIME - 75 Calendar Days

For bidding purposes only. ONLY 400 head (total) are estimated for transportation to Delta, Utah and/or Palomino Valley, (Reno) Nevada. The number of horses to be transported to either or both locations is unknown at time of bidding and will not be determined until contract performance.

DISCOUNT FOR PROMPT PAYMENT: _____
(Discount must be shown in writing, example: one percent, twenty days)

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.

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. A-1709, Building No. 50, Denver Federal Center, Denver, Colorado.
3. To insure proper handling, hand-carried bids should be sealed, marked and addressed in accordance with the example in the following section - Submission Procedures for Mailed Bids.

SUBMISSION PROCEDURES FOR MAILED BIDS

When submitting your 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.	YA-554-IFBO-109
BID FOR:	BUCK-BALD HORSE REMOVAL (Ely)
DATE OF OPENING:	July 22, 1980
TIME OF OPENING:	2:30 p.m.

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

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

Information regarding this project, including bid results, can be obtained by calling Irene L. Clapp, Telephone: (303) 234-2193 or 234-2194.

TABLE OF CONTENTS
Invitation for Bids YA-554-IFB0-109
BUCK-BALD HORSE REMOVAL

Included
in this
IFB

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(X)	SECTION B	REPRESENTATIONS AND CERTIFICATIONS, SF-19B ACKNOWLEDGEMENTS AND BONDS
(X)	SECTION C	INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS
(X)	SECTION D	EVALUATION AND AWARD FACTORS
(X)	SECTION E	BID SCHEDULE
(X)	SECTION F	SPECIFICATIONS
()	SECTION G	PRESERVATION/PACKAGING/PACKING
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(X)	SECTION J	SPECIAL PROVISIONS
(X)	SECTION K	CONTRACT ADMINISTRATION DATA
(X)	SECTION L	GENERAL PROVISIONS
(X)	SECTION M	LIST OF DOCUMENTS AND ATTACHMENTS

STANDARD FORM 19 JULY 1973 EDITION GENERAL SERVICES ADMINISTRATION FED. PROC. REG. (41 CFR) 1-16.401	INVITATION, BID, AND AWARD	REFERENCE (Include in correspondence)
<input checked="" type="checkbox"/> CHECK IF SMALL BUSINESS SET-ASIDE OR OTHER NEGOTIATED PROCUREMENT (If checked, "Bid" includes "Proposal")		Inv. No. YA-554-IFBO-109
ilc INVITATION FOR BIDS	DATE ISSUED July 1, 1980	
ISSUING OFFICE * Bureau of Land Management Denver Service Center Bldg. 50, Denver Federal Center Denver, Colorado 80225	BID RECEIVING OFFICE * Bureau of Land Management Denver Service Center D-554 Bldg. 50, Mailroom, DFC Denver, Colorado 80225	
Information regarding bidding material may be obtained from the issuing office.		
SEALED BIDS in single copy covering work described in specifications, schedules, drawings and conditions entitled and dated as follows:		
BUCK-BALD HORSE REMOVAL (Ely)		
will be received at the Bid Receiving Office until <u>2:30 p.m.</u> local time at place of bid opening <u>July 22, 1980</u> and at that time publicly opened. (Hour) (Date)		
Sealed envelopes containing bids shall be addressed to the Bid Receiving Office and shall be marked to show: Bidder's Name and Address; * Reference Inv. No. YA-554-IFBO-109 Time and Date of Opening: Project Title		
BID (This Section to be completed by Bidder)	→ DATE BID SUBMITTED:	
The undersigned agrees, if this bid is accepted within * calendar days (60 days unless a different period is inserted) after date of opening, to complete all work specified in strict accordance with the above-identified documents and the General Provisions on the reverse hereof, within ** calendar days after receipt of notice to proceed, for the following amount (s) as set forth in the attached Bid Schedule which is made a part hereof, including all applicable Federal, State, and local taxes. If the total amount of the bid exceeds \$25,000, the bidder shall furnish a bid guarantee in the amount of not less than 20% of the total bid price and also agrees to furnish a performance bond in an amount equal to 50% of the contract price with surety or sureties acceptable to the Government on Government forms as prescribed in Clause 4 of the Special Provisions of the Invitation for Bids. Bidder further agrees to comply with the labor standard provisions applicable to contracts in excess of \$2,500, as stated in the Special Provisions and the Service Contract Act of 1965.		
* Bids offering less than <u>30</u> calendar days will be considered nonresponsive and will be rejected.		
** See Bid Schedule, Section E.		
<input type="checkbox"/> CHECK IF LABOR SURPLUS SET-SIDE		
RECEIPT OF AMENDMENTS: The undersigned acknowledges receipt of the following amendments of the invitation for bids, drawings, and/or specifications, etc. (Give number and date of each amendment):		
The representations and certifications on the accompanying STANDARD FORM 19-B are made a part of this bid.		
NAME AND ADDRESS OF BIDDER (Street, City, State)* (Type or print.)	SIGNATURE OF PERSON AUTHORIZED TO SIGN THIS BID →	
AREA CODE & PHONE NO.	SIGNER'S NAME AND TITLE (Type or print.)	
AWARD (This Section for Government only)	DATE OF AWARD.	
THE ABOVE BID IS ACCEPTED IN THE AMOUNT OF \$		
<input type="checkbox"/> YOU ARE DIRECTED TO PROCEED WITH THE WORK UPON RECEIPT OF THIS AWARD.		
<input type="checkbox"/> NOTICE TO PROCEED WILL BE ISSUED UPON RECEIPT OF ACCEPTABLE PAYMENT AND PERFORMANCE BONDS.		
<input checked="" type="checkbox"/> Notice to proceed will be issued by the C.O.A.R.		
NOTE: PARTNERSHIPS AND JOINT VENTURES SHOULD COMPLETE THE ATTACHED SIGNATURE EXTENSION FORM.	THE UNITED STATES OF AMERICA BY _____ (Contracting Officer) _____ (Title)	

SIGNATURE EXTENSION PAGE TO SF-19

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 _____

Title _____

Address _____

SECTION B

REPRESENTATIONS AND CERTIFICATIONS, SF-19B

ACKNOWLEDGEMENTS AND BONDS

REPRESENTATIONS AND CERTIFICATIONS**(Construction and Architect-Engineer Contract)
(For use with Standard Forms 19, 21 and 252)**

REFERENCE (Enter same No.(s) as on SF 19, 21 and 252)

YA-554-IFB0-109

NAME AND ADDRESS OF BIDDER (No., Street, City, State, and ZIP Code)

DATE OF BID

In negotiated procurements, "bid" and "bidder" shall be construed to mean "offer" and "offeror."

The bidder makes the following representations and certifications as a part of the bid identified above. (Check appropriate boxes.)

1. SMALL BUSINESS

He is, is not, a small business concern. (A small business concern for the purpose of Government procurement is a concern, including its affiliates, which is independently owned and operated, is not dominant in the field of operations in which it is bidding on Government contracts, and can further qualify under the criteria concerning number of employees, average annual receipts, or other criteria as prescribed by the Small Business Administration. For additional information see governing regulations of the Small Business Administration (13 CFR Part 121)).

2. MINORITY BUSINESS ENTERPRISE

He is, is not a minority business enterprise. A minority business enterprise is defined as a "business, at least 50 percent of which is owned by minority group members or, in case of publicly owned businesses, at least 51 percent of the stock of which is owned by minority group members." For the purpose of this definition, minority group members are Negroes, Spanish-speaking American persons, American-Orientals, American-Indians, American-Eskimos, and American-Aleuts."

3. CONTINGENT FEE

(a) He has, has not, employed or retained any company or person (other than a full-time bona fide employee working solely for the bidder) to solicit or secure this contract, and (b) he has, has not, paid or agreed to pay any company or person (other than a full-time bona fide employee working solely for the bidder) any fee, commission, percentage or brokerage fee, contingent upon or resulting from the award of this contract; and agrees to furnish information relating to (a) and (b) above as requested by the Contracting Officer. (For interpretation of the representation, including the term "bona fide employee," see Code of Federal Regulations, Title 41, Subpart 1-1.5.)

4. TYPE OF ORGANIZATION

He operates as an individual, partnership, joint venture, corporation, incorporated in State of

5. INDEPENDENT PRICE DETERMINATION

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

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

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

(3) No attempt has been made or will be made by the bidder to induce any other person or firm to submit or not to submit a bid for the purpose of restricting competition.

(b) Each person signing this bid certifies that:

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

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

(c) This certification is not applicable to a foreign bidder submitting a bid for a contract which requires performance or delivery outside the United States, its possessions, and Puerto Rico.

(d) A bid will not be considered for award where (a) (1), (a) (3), or (b) above, has been deleted or modified. Where (a) (2) above, has been deleted or modified, the bid will not be considered for award unless the bidder furnishes with the bid a signed statement which sets forth in detail the circumstances of the disclosure and the head of the agency, or his designee, determines that such disclosure was not made for the purpose of restricting competition.

NOTE.—Bids must set forth full, accurate, and complete information as required by this invitation for bids (including attachments). The penalty for making false statements in bids is prescribed in 18 U.S.C. 1001.

THE FOLLOWING NEED BE CHECKED ONLY IF BID EXCEEDS \$10,000 IN AMOUNT.

6. EQUAL OPPORTUNITY

He has, has not, participated in a previous contract or subcontract subject to the Equal Opportunity Clause herein, the clause originally contained in Section 301 of Executive Order No. 10925, or the clause contained in Section 201 of Executive Order No. 11114; he has, has not, filed all required compliance reports; and representations indicating submission of required compliance reports, signed by proposed subcontractors, will be obtained prior to subcontract awards.

(The above representations need not be submitted in connection with contracts or subcontracts which are exempt from the equal opportunity clause.)

7. PARENT COMPANY AND EMPLOYER IDENTIFICATION NUMBER

Each bidder shall furnish the following information by filling in the appropriate blocks:

(a) Is the bidder owned or controlled by a parent company as described below? Yes No. (For the purpose of this bid, a parent company is defined as one which either owns or controls the activities and basic business policies of the bidder. To own another company means the parent company must own at least a majority (more than 50 percent) of the voting rights in that company. To control another company, such ownership is not required; if another company is able to formulate, determine, or veto basic business policy decisions of the bidder, such other company is considered the parent company of the bidder. This control may be exercised through the use of dominant minority voting rights, use of proxy voting, contractual arrangements, or otherwise.)

(b) If the answer to (a) above is "Yes," bidder shall insert in the space below the name and main office address of the parent company.

NAME OF PARENT COMPANY	MAIN OFFICE ADDRESS (No., Street, City, State, and ZIP Code)
------------------------	--

(c) Bidder shall insert in the applicable space below, if he has no parent company, his own Employer's Identification Number (E.I. No.) (Federal Social Security Number used on Employer's Quarterly Federal Tax Return, U.S. Treasury Department Form 941), or, if he has a parent company, the E.I. No. of his parent company.

EMPLOYER IDENTIFICATION NUMBER OF	➔	PARENT COMPANY	BIDDER
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8. CERTIFICATION OF NONSEGREGATED FACILITIES

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

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

NOTICE TO PROSPECTIVE SUBCONTRACTORS OF REQUIREMENT FOR CERTIFICATIONS OF NONSEGREGATED FACILITIES

A Certification of Nonsegregated Facilities must be submitted prior to the award of a subcontract exceeding \$10,000 which is not exempt from the provisions of the Equal Opportunity clause. The certification may be submitted either for each subcontract or for all subcontracts during a period (i.e., quarterly, semiannually, or annually).

NOTE: The penalty for making false statements in offers is prescribed in 18 U.S.C. 1001.

9. CLEAN AIR AND WATER

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

The bidder or offeror certifies as follows:

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

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

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

SECTION B

CONTINUATION OF REPRESENTATIONS AND CERTIFICATIONS

10. WOMAN-OWNED BUSINESS

Concern is () is not () a Woman-Owned business.

A woman-owned business is a business which is, at least, 51 percent owned, controlled, and operated by a woman or women. Controlled is defined as exercising the power to make policy decisions. Operated is defined as actively involved in the day-to-day management. For the purposes of this definition, businesses which are publicly owned, joint stock associations, and business trusts are exempted. Exempted businesses may voluntarily represent that they are, or are not, woman-owned if this information is available.

11. PERCENT OF FOREIGN CONTENT

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

12. DUNS IDENTIFICATION NUMBER

- (a) Each bidder shall insert their DUNS Contractor Establishment Number in the space indicated below:

DUNS Contractor Establishment Number _____.

- (b) The firm of Dun & Bradstreet, Inc., maintains a comprehensive contractor identification system and assigns a unique nine digit number to each individual contracting firm. This information is contained in the Dun & Bradstreet Data Universal Numbering System (DUNS).
- (c) If a bidder's DUNS number is not known or a DUNS number has not been assigned, so state. This office will obtain a DUNS number on behalf of the low responsive, responsible bidder.

The Small Business size standard for this contract is \$ 2 million .

If this standard conflicts with Clause 1 of Standard Form 19-B or

Paragraph 2 of Form 1510-22a, said clause is hereby modified

accordingly.

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

Solicitation or Serial Number

YA-554-IFB0-109

**EQUAL OPPORTUNITY
AFFIRMATIVE ACTION PROGRAM REPRESENTATION**

BIDDER, OFFEROR, OR APPLICANT REPRESENTS THAT:

1. He *has* developed and *has* on file;
 He *has not* developed and *does not* have on file at each establishment, affirmative action programs as required by the rules and regulations of the Secretary of Labor (41 CFR 60-1 and 60-2); *

OR

2. He *has not* previously had a contract, lease, license, or permit subject to the affirmative action program requirement of the rules and regulations of the Secretary of Labor. *

The above representation need be checked only if this is a solicitation for a nonconstruction purchase contract in excess of \$10,000; or an application for a lease, license, or permit; or a bid on a sale of mineral materials or forest or vegetative products; wherein the total value of royalties or other payments to the Government will be in excess of \$10,000.

** Written affirmative action programs are required of nonexempt firms having 50 or more employees; and (a) a nonconstruction purchase contract of \$50,000 or more, or (b) a lease, license, permit, or sales contract with a total value of royalties or other payments to the Government of \$50,000 or more.*

REPRESENTATIONS BY BIDDERS PURSUANT TO
 THE "BUY-AMERICAN" ACT
 (See Clause 8 of the General Provisions)

1. If the bidder represents that the articles, materials, and supplies he proposes to furnish are domestic source end products as defined in Clause 8 of the General Provisions, he shall check the box at the end of this paragraph.....

2. If the bidder represents that the articles, materials, and supplies he proposes to furnish are "Not" domestic source end products as defined in Clause 8 of the General Provisions, he shall check the box at the end of this paragraph

All bidders must check the box at the end of either paragraph 1 or 2 above.

3. A bidder who checks paragraph 1 above, but who proposes to furnish domestic source end products containing components of foreign origin the cost of which exceeds 5 percent of the bid price, shall furnish in the spaces below a complete list of components of foreign origin in sufficient detail to clearly identify each:

COMPONENTS OF FOREIGN ORIGIN¹

Component	Point of Origin

The bidder represents that the total cost of the above components of foreign origin, including applicable duty and transportation costs, constitutes _____(%) percent of the cost of all components to be incorporated in the end products being furnished. The bidder agrees to furnish, for the exclusive use of the Government, such additional information as the contracting officer may request in order to verify the foregoing in evaluating the bid.

4. The bidder agrees that no components of foreign origin, other than those listed above, will be incorporated in the end products being furnished without written approval of the contracting officer.

¹Continue listing on reverse side if necessary.

STANDARD FORM 24 JUNE 1964 EDITION GENERAL SERVICES ADMINISTRATION FED. PROC. REG. (41 CFR) 1-16.801		BID BOND <i>(See Instructions on reverse)</i>		24-103	DATE BOND EXECUTED <i>(Must not be later than bid opening date)</i>	
PRINCIPAL <i>(Legal name and business address)</i>				TYPE OF ORGANIZATION <i>("X" 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>						
PENAL SUM OF BOND				BID IDENTIFICATION		
PERCENT OF BID PRICE	AMOUNT NOT TO EXCEED				BID DATE	INVITATION NO.
	MILLION(S)	THOUSAND(S)	HUNDRED(S)	CENTS	<i>FOR (Construction, Supplies or Services)</i>	
<p>KNOW ALL MEN BY THESE PRESENTS, That we, the Principal and Surety(ies) hereto, are firmly bound to the United States of America (hereinafter called the Government) in the above penal sum for the payment of which we bind ourselves, our heirs, executors, administrators, and successors, jointly and severally: <i>Provided</i>, That, 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, and for all other purposes each Surety binds itself, jointly and severally with the Principal, for the payment of such sum only as is set forth opposite the name of such Surety, but if no limit of liability is indicated, the limit of liability shall be the full amount of the penal sum.</p> <p>THE CONDITION OF THIS OBLIGATION IS SUCH, that whereas the Principal has submitted the bid identified above.</p> <p>NOW, THEREFORE, if the Principal, upon acceptance by the Government of his bid identified above, within the period specified therein for acceptance (sixty (60) days if no period is specified), shall execute such further contractual documents, if any, and give such bond(s) as may be 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 him, or in the event of failure so to execute such further contractual documents and give such bonds, if the Principal shall pay the Government for any cost of procuring the work which exceeds the amount of his bid, then the above obligation shall be void and of no effect.</p> <p>Each Surety executing this instrument hereby agrees that its obligation shall not be impaired by any extension(s) of the time for acceptance of the bid that the Principal may grant to the Government, notice of which extension(s) to the Surety(ies) being hereby waived; provided that such waiver of notice shall apply only with respect to extensions aggregating not more than sixty (60) calendar days in addition to the period originally allowed for acceptance of the bid.</p> <p>IN WITNESS WHEREOF, the Principal and Surety(ies) have executed this bid bond and have affixed their seals on the date set forth above.</p>						
PRINCIPAL						
Signature(s)	1	(Seal)		2	Corporate Seal	
Name(s) & Title(s) <i>(Typed)</i>	1	(Seal)		2		
INDIVIDUAL SURETIES						
Signature(s)	1	(Seal)		2	(Seal)	
Name(s) <i>(Typed)</i>	1			2		
CORPORATE SURETY(IES)						
SURETY A	Name & Address			STATE OF INC	LIABILITY LIMIT	Corporate Seal
	Signature(s)	1	(Seal)		2	
	Name(s) & Title(s) <i>(Typed)</i>	1			2	

CORPORATE SURETY(IES) (Continued)

SURETY B	Name & Address	STATE OF INC	LIABILITY LIMIT	Corporate Seal
	Signature(s)	1	2	
	Name(s) & Title(s) (Typed)	1	2	
SURETY C	Name & Address	STATE OF INC	LIABILITY LIMIT	Corporate Seal
	Signature(s)	1	2	
	Name(s) & Title(s) (Typed)	1	2	
SURETY D	Name & Address	STATE OF INC	LIABILITY LIMIT	Corporate Seal
	Signature(s)	1	2	
	Name(s) & Title(s) (Typed)	1	2	
SURETY E	Name & Address	STATE OF INC	LIABILITY LIMIT	Corporate Seal
	Signature(s)	1	2	
	Name(s) & Title(s) (Typed)	1	2	
SURETY F	Name & Address	STATE OF INC	LIABILITY LIMIT	Corporate Seal
	Signature(s)	1	2	
	Name(s) & Title(s) (Typed)	1	2	
SURETY G	Name & Address	STATE OF INC	LIABILITY LIMIT	Corporate Seal
	Signature(s)	1	2	
	Name(s) & Title(s) (Typed)	1	2	

INSTRUCTIONS

1. This form is authorized for use whenever a bid guaranty is required in connection with construction work or the furnishing of supplies or services. There shall be no deviation from this form without approval by the Administrator of General Services.

2. The full legal name and business address of the Principal shall be inserted in the space designated "Principal" on the face of this form. The bond shall be signed by an authorized person. Where such person is signing in a representative capacity (e.g., an attorney-in-fact), but is not a member of the firm, partnership, or joint venture, or an officer of the corporation involved, evidence of his authority must be furnished.

3. The penal sum of the bond may be expressed as a percentage of the bid price if desired. In such cases, a maximum dollar limitation may be stipulated (e.g., 20% of the bid price but the amount not to exceed _____ dollars).

4. (a) Corporations executing the bond as sureties must be among those appearing on the Treasury Department's list of approved sureties and must be acting within

the limitations set forth therein. Where more than a single corporate surety is involved, their names and addresses (city and State) shall be inserted in the spaces (Surety A, Surety B, etc.) headed "CORPORATE SURETY(IES)", and in the space designated "SURETY(IES)" on the face of this form only the letter identification of the Sureties shall be inserted.

(b) Where individual sureties execute the bond, they shall be two or more responsible persons. A completed Affidavit of Individual Surety (Standard Form 28), for each individual surety, shall accompany the bond. Such sureties may be required to furnish additional substantiating information concerning their assets and financial capability as the Government may require.

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

6. The name of each person signing this bid bond should be typed in the space provided.

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SECTION C

INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS

INSTRUCTIONS TO BIDDERS

1. **Explanations to Bidders.**—Any explanation desired by a bidder regarding the meaning or interpretation of the invitation for bids, drawings, specifications, etc., must be requested in writing and with sufficient time allowed for a reply to reach bidders before the submission of their bids. Any interpretation made will be in the form of an amendment of the invitation for bids, drawings, specifications, etc., and will be furnished to all prospective bidders. Its receipt by the bidder must be acknowledged in the space provided on the Bid Form (Standard Form 21) or by letter or telegram received before the time set for opening of bids. Oral explanations or instructions given before the award of the contract will not be binding.

2. **Conditions Affecting the Work.**—Bidders should visit the site and take such other steps as may be reasonably necessary to ascertain the nature and location of the work, and the general and local conditions which can affect the work or the cost thereof. Failure to do so will not relieve bidders from responsibility for estimating properly the difficulty or cost of successfully performing the work. The Government will assume no responsibility for any understanding or representations concerning conditions made by any of its officers or agents prior to the execution of the contract, unless included in the invitation for bids, the specifications, or related documents.

3. **Bidder's Qualifications.**—Before a bid is considered for award, the bidder may be requested by the Government to submit a statement regarding his previous experience in performing comparable work, his business and technical organization, financial resources, and plant available to be used in performing the work.

4. **Bid Guarantee.**—Where a bid guarantee is required by the invitation for bids, failure to furnish a bid guarantee in the proper form and amount, by the time set for opening of bids, may be cause for rejection of the bid.

A bid guarantee shall be in the form of a firm commitment, such as a bid bond, postal money order, certified check, cashier's check, irrevocable letter of credit or, in accordance with Treasury Department regulations, certain bonds or notes of the United States. Bid guarantees, other than bid bonds, will be returned (a) to unsuccessful bidders as soon as practicable after the opening of bids, and (b) to the successful bidder upon execution of such further contractual documents and bonds (including any necessary coinsurance or reinsurance agreements) as may be required by the bid as accepted.

If the successful bidder, upon acceptance of his bid by the Government within the period specified therein for acceptance (sixty days if no period is specified) fails to execute such further contractual documents, if any, and give such bond(s) (including any necessary coinsurance or reinsurance agreements) as may be required by the terms of the bid as accepted within the time specified (ten days if no period is specified) after receipt of the forms by him, his contract may be terminated for default. In such event he shall be liable for any cost of procuring the work which exceeds the amount of his bid, and the bid guarantee shall be available toward offsetting such difference.

5. **Preparation of Bids.**—(a) Bids shall be submitted on the forms furnished, or copies thereof, and must be manually signed. If erasures or other changes appear on the forms, each erasure or change must be initialed by the person signing the bid. Unless specifically authorized in the invitation for bids, telegraphic bids will not be considered.

(b) The bid form may provide for submission of a price or prices for one or more items, which may be lump sum bids, alternate prices, scheduled items resulting in a bid on a unit of construction or a combination thereof, etc. Where the bid form explicitly requires that the bidder bid on all items, failure to do so will disqualify the bid. When submission of a price on all items is not required, bidders should insert the words "no bid" in the space provided for any item on which no price is submitted.

(c) Unless called for, alternate bids will not be considered.

(d) Modification of bids already submitted will be considered if received at the office designated in the invitation for bids by the time set for opening of bids. Telegraphic modifications will be considered, but should not reveal the amount of the original or revised bid.

6. **Submission of Bids.**—Bids must be sealed, marked, and addressed as directed in the invitation for bids. Failure to do so may result in a premature opening of, or a failure to open, such bid.

7. **Withdrawal of Bids.**—Bids may be withdrawn by written or telegraphic request received from bidders prior to the time set for opening of bids. (See par. 8 regarding late withdrawals.)

8. Late Bids, Modifications of Bids, or Withdrawal of Bids.—(a) Any bid received at the office designated in the solicitation after the exact time specified for receipt will not be considered unless it is received before award is made and either:

(1) It was sent by registered or certified mail not later than the fifth calendar day prior to the date specified for the receipt of bids (e.g., a bid submitted in response to a solicitation requiring receipt of bids by the 20th of the month must have been mailed by the 15th or earlier); or

(2) It was sent by mail (or telegram if authorized) and it is determined by the Government that the late receipt was due solely to mishandling by the Government after receipt at the Government installation.

(b) Any modification or withdrawal of a bid is subject to the same conditions as in (a), above. A bid may also be withdrawn in person by a bidder or his authorized representative, provided his identity is made known and he signs a receipt for the bid, but only if the withdrawal is made prior to the exact time set for receipt of bids.

(c) The only acceptable evidence to establish:

(1) The date of mailing of a late bid, modification, or withdrawal sent either by registered or certified mail is the U.S. Postal Service postmark on both the envelope or wrapper and on the original receipt from the U.S. Postal Service. If neither postmark shows a legible date, the bid, modification, or withdrawal shall be deemed to have been mailed late. (The term "postmark" means a printed, stamped, or otherwise placed impression (exclusive of a postage meter machine impression) that is readily identifiable without further action as having been supplied and affixed on the date of mailing by employees of the U.S. Postal Service. Therefore, offerors should request the postal clerk to place a hand cancellation bull's-eye

"postmark" on both the receipt and the envelope or wrapper.)

(2) The time of receipt at the Government installation is the time-date stamp of such installation on the bid wrapper or other documentary evidence of receipt maintained by the installation.

(d) Notwithstanding (a) and (b) of this provision, a late modification of an otherwise successful bid which makes its terms more favorable to the Government will be considered at any time it is received and may be accepted.

NOTE: The term "telegram" includes mailgrams.

9. Public Opening of Bids.—Bids will be publicly opened at the time set for opening in the invitation for bids. Their content will be made public for the information of bidders and others interested, who may be present either in person or by representative.

10. Award of Contract.—(a) Award of contract will be made to that responsible bidder whose bid, conforming to the invitation for bids is most advantageous to the Government, price and other factors considered.

(b) The Government may, when in its interest, reject any or all bids or waive any informality in bids received.

(c) The Government may accept any item or combination of items of a bid, unless precluded by the invitation for bids or the bidder includes in his bid a restrictive limitation.

11. Contract and Bonds.—The bidder whose bid is accepted will, within the time established in the bid, enter into a written contract with the Government and, if required, furnish performance and payment bonds on Government standard forms in the amounts indicated in the invitation for bids or the specifications.

SECTION D

EVALUATION AND AWARD FACTORS

A. BASIS FOR AWARD

Bids will be received on the following Schedule 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. DISCOUNT

Bidders may offer time discounts for prompt payment. Such discounts, if offered, will apply to the entire contract and all modifications thereto. For bid comparison and award, such discounts will be evaluated on the basis of the gross amount bid; provided, however, that discounts offered for a period of less than twenty (20) days will not be considered in evaluating bids for award of contract.

If discounts are offered, the discount time will commence on receipt of the contract payment documents in the paying office (Denver Service Center). In the case of final payment under the contract, discount time will commence on the date of receipt in the paying office of the Contractor's invoice, and (if required) a release on contract.

C. 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 of 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 the provisions of 41 CFR Sec. 1-2.406.

SECTION E

BID SCHEDULE - BUCK BALD HORSE REMOVAL

ITEM NO.	DESCRIPTION	ESTIMATED QUANTITY	UNIT	UNIT PRICE	TOTAL AMOUNT
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The work to be bid on is the capture of wild horses from a geographical area extending from a fence approximately nine miles north of the Elko/White Pine County line extending south to Highway 50 in White Pine County, and the eastern boundary is approximately the center of Butte Valley in Elko County and extends west to the eastern boundary fence of the Ruby Lake National Wildlife Refuge in Elko Co. In White Pine County the eastern boundary is the crest of the Butte Mountains and the western boundary is the eastern benches of Newark Valley (see attached map).

Work includes the transfer and unloading of all captured horses at a central BLM holding facility, according to the following specifications, stipulations, and attached work location maps. All labor, vehicles, helicopters, traps, and other equipment, including but not limited to the aforementioned, shall be furnished by the contractor. Only the central holding facilities, feed, and radio equipment shall be furnished by the BLM.

1.	Capture of horses	400 head		\$ _____	\$ _____
2.	Transportation to Delta, Utah	400 head		\$ _____	\$ _____
3.	Transportation to Palomino Valley, (Reno) NV.	400 head		\$ _____	\$ _____
TOTAL BID (ALL OR NONE)				\$ _____	

PERFORMANCE TIME - 75 Calendar Days

For bidding purposes only. ONLY 400 head (total) are estimated for transportation to Delta, Utah and/or Palomino Valley, (Reno) Nevada. The number of horses to be transported to either or both locations is unknown at time of bidding and will not be determined until contract performance.

DISCOUNT FOR PROMPT PAYMENT: _____
(Discount must be shown in writing, example: one percent, twenty days)

SECTION F

SPECIFICATIONS

1. The helicopter and pilot furnished by the contractor must be "carded" by the Office of Aircraft Services, Department of the Interior, and shall be under the direct supervision of the authorized officer at all times. Further, under the terms of 43 CFR 4730.7-2, it shall be governed by the following reservations/restrictions:
 - (a) The Contracting Officer's Authorized Representative (COAR) shall have the means to communicate with the pilot and be able to direct the use of the helicopter, at all times. The BLM will furnish the necessary radio equipment.
 - (b) The COAR shall be able to observe the effects of the use of the helicopter on the well-being of the animals.
2. Under the provisions of 43 CFR 4730.4, the use of the helicopter shall further be 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 COAR who shall consider terrain, weather, distance to be traveled and condition of animals.
3. All motorized equipment employed in the transportation of captured horses shall, under the provisions 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.
 - (c) Vehicles shall be inspected and approved by the COAR prior to award of contract.
 - (d) Where required by the COAR, 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.
 - (e) The COAR shall consider the condition of the animals, weather conditions, type of vehicles, and distance to be transported

Section F - Specifications (con't)

when planning for the movement of captured animals. The COAR shall provide for any brand and/or health services required for the captured animals.

- (f) The COAR shall be responsible for determining the need and provide for the treatment of sick or injured animals. The COAR shall also determine if an injured animal must be destroyed and provide for destruction and disposal of carcasses.
4. All trapping of the horses shall be subject to the following reservations/restrictions:
- (a) All trapping will be done by helicopter and wing riders by driving the horses into temporary traps.
 - (b) All materials and labor to build and remove the traps will be provided by the contractor.
 - (c) All trap sites will be located on BLM land. General areas for trap locations within the gathering area may be specified by the COAR after consultation with the contractor to assure removal of horses from specific areas. Specific trap site locations will be selected by the contractor but must be approved by the COAR prior to trap construction.
 - (d) All traps and holding corrals shall be constructed in a manner as to hold and handle the horses safely and humanely. All traps and holding corrals will be inspected and approved by the COAR prior and/or during their use.
 - (e) All trap and camp sites will be cleaned up per direction of the COAR at the conclusion of the contract.
5. If captured animals are held more than 12 hours at the trap site, food and water will be provided by the contractor to the animals. All animals will be humanely and expeditiously transported to the central holding facility at Palomino Valley, (Reno) Nevada and/or Delta, Utah.
6. Government furnished property (GFP):

The following GFP will be furnished the contractor (by the COAR) at time of award:

- 2 Handy Talkies
 - 1 Handy Talkie with/aircraft adapter furnished by the COAR at time of Notice to Proceed, for period of the contract.
- A holding facility within or near the gathering area where captured horses may be collected from trap sites and held for sorting and resting prior to trucking to central holding facilities, including feed and water at this facility.

SECTION H

DELIVERY/PERFORMANCE

The Contractor shall begin work within 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 General Provisions of the contract, or by the receipt of a "Stop Work Order" issued by the Government. Failure to do so will be cause for action under Clause 2 of the General Provisions. The Contractor shall complete all work within 75 calendar days from the date of receipt of the notice to proceed.

SECTION J

SPECIAL PROVISIONS

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

SPECIAL PROVISIONS
LAND TREATMENT CONTRACTS EXCEEDING \$2,500

1. APPLICABLE CLAUSE - If SF-22 is included in this solicitation, Clause 7, entitled "Late Bids and Modifications or Withdrawals" is applicable.

2. NOTICE OF TOTAL SMALL BUSINESS SET-ASIDE

(a) *Restriction* - Bids or proposals under this procurement are solicited from small business concerns only and this procurement is to be awarded only to one or more small business concerns. This action is based on a determination by the Contracting Officer, alone or in conjunction with a representative of the Small Business Administration, that it is in the interest of maintaining or mobilizing the Nation's full productive capacity, in the interest of war or national defense programs, or in the interest of assuring that a fair proportion of Government procurement is placed with small business concerns. Bids or proposals received from firms which are not small business concerns shall be considered nonresponsive.

(b) *Definition* - A "small business concern" is a concern, including its affiliates, which is independently owned and operated, is not dominant in the field of operation in which it is bidding on Government contracts, and can further qualify under the criteria set forth in regulations of the Small Business Administration (13 CFR 121.3-8). In addition to meeting these criteria, a manufacturer or a regular dealer submitting bids or proposals in his own name must agree to furnish in the performance of the contract end items manufactured or produced in the United States, its possessions, or Puerto Rico, by small business concerns: *Provided*, That this additional requirement does not apply in connection with construction or service contracts.

3. PROCUREMENT AUTHORITY - In accordance with FPR 1-1.706-8, this procurement is considered to be negotiated (by Small Business Restricted Advertising) and is authorized under 41 U.S.C. 252(c)(1) if it is a unilateral small business set-aside, or under 41 U.S.C. 252(c)(15) and 15 U.S.C. 644 if it is a joint small business set-aside.

4. BONDS SEE MODIFICATION

(a) If the total amount bid exceeds \$2,500, the bidder shall furnish, with his bid, a guarantee in an amount not less than 20 percent of the total amount of the bid. (See Clause 4 of SF-22.)

(b) If the contract price exceeds \$2,500, 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 FPR 1-10.204.

(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 or 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 13 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 businesses on surety bonds required hereunder. Further information may be obtained from the Contracting Officer or the nearest office of the Small Business Administration.

5. FEDERAL, STATE, AND LOCAL TAXES

(a) Except as may be otherwise provided in this

contract, the contract price includes all applicable Federal, State, and local taxes and duties.

(b) Nevertheless, with respect to any Federal excise tax or duty on the transactions or property covered by this contract, if a statute, court decision, written ruling, or regulation takes effect after the contract date, and

(1) Results in the Contractor being required to pay or bear the burden of any such Federal excise tax, duty, or increase in the rate which would not otherwise have been payable on such transactions or property, the contract price shall be increased by the amount of such tax, duty, or rate increase: *Provided*, That the Contractor, if requested by the Contracting Officer, warrants in writing that no amount for such newly-imposed Federal excise tax, duty, or rate increase was included in the contract price as a contingency reserve or otherwise; or

(2) Results in the Contractor not being required to pay or bear the burden of, or in his obtaining a refund or drawback of, any such Federal excise tax or duty which would otherwise have been payable on such transactions or property, or which was the basis of an increase in the contract price, the contract price shall be decreased by the amount of the relief, refund, or drawback, or that amount shall be paid to the Government as directed by the Contracting Officer. The contract price shall be similarly decreased if the Contractor, through his fault or negligence or his failure to follow instructions of the Contracting Officer, is required to pay or bear the burden of, or does not obtain a refund or drawback of, any such Federal excise tax or duty.

(c) No adjustment pursuant to paragraph (b) above, will be made under this contract unless the aggregate amount is or may reasonably be expected to be over \$100.

(d) As used in paragraph (b) above, the term "contract date" means the date set for the bid opening, or if this is a negotiated contract, the date of this contract. As to additional supplies or services procured by modification to this contract, the term "contract date" means the date of such modification.

(e) Unless there does not exist any reasonable basis to sustain an exemption, the Government, upon request of the Contractor, without further liability, agrees, except as otherwise provided in this contract, to furnish evidence appropriate to establish exemption from any tax which the Contractor warrants in writing was excluded from the contract price. In addition, the Contracting Officer may furnish evidence to establish exemption from any tax that may, pursuant to this clause, give rise to either an increase or decrease in the contract price. Except as otherwise provided in this contract, evidence appropriate to establish exemption from duties will be furnished only at the discretion of the Contracting Officer.

(f) The Contractor shall promptly notify the Contracting Officer of matters which will result in either an increase or decrease in the contract price and shall take action with respect thereto as directed by the Contracting Officer.

6. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT--OVERTIME COMPENSATION (40 U.S.C. 327-333) - *This contract is subject to the Contract Work Hours and Safety Standards Act and to the applicable rules, regulations, and interpretations of the Secretary of Labor.*

(a) The Contractor shall not require or permit any laborer or mechanic, including apprentices, trainees, watchmen, and guards, in any workweek in which he is employed on any work under this contract to work in excess of 8 hours in any calendar day or in excess of 40 hours in such workweek on work subject to the provisions of the Contract Work Hours and Safety Standards Act unless such laborer or mechanic, including apprentices, trainees, watchmen, and guards, receives compensation at a rate not less than 1½ times his basic rate of pay for all such hours worked in excess of 8 hours in any calendar day or in excess of 40 hours in such workweek, whichever is the greater number of overtime hours. The "basic rate of pay," as used in this clause, shall be the amount paid per hour exclusive of the Contractor's contribution or cost

for fringe benefits, and any cash payment made in lieu of providing fringe benefits, or the basic hourly rate contained in the wage determination, whichever is greater.

(b) In the event of any violation of the provisions of paragraph (a), the Contractor shall be liable to any affected employee for any amounts due, and to the United States for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including an apprentice, trainee, watchman, or guard, employed in violation of the provisions of paragraph (a) in the sum of \$10 for each calendar day on which such employee was required or permitted to be employed on such work in excess of 8 hours or in excess of the standard workweek of 40 hours without payment of the overtime wages required by paragraph (a).

7. APPRENTICES AND TRAINEES

(a) Apprentices shall be permitted to work as such only when they are registered, individually, under a bona fide apprenticeship program registered with a State apprenticeship agency which is recognized by the Bureau of Apprenticeship and Training, U.S. Department of Labor; or if no such recognized agency exists in a State, under a program registered with the aforesaid Bureau of Apprenticeship and Training. The allowable ratio of apprentices to journeymen in any craft classification shall not be greater than the ratio permitted to the Contractor as to his entire work force under the registered program. Any employee listed on a payroll at an apprentice wage rate who is not a trainee as defined in paragraph (b) of this clause, and who is not registered as above, shall be paid the wage rate determined by the Secretary of Labor for the classification of work he actually performed. The Contractor shall furnish to the Contracting Officer written evidence of the registration of his program and apprentices, as well as of the appropriate ratios allowed and the wage rates required to be paid thereunder for the area of construction, prior to using any apprentices in the contract work. The term "apprentice" means (1) a person employed and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Bureau of Apprenticeship and Training, or with a State apprenticeship agency recognized by the Bureau, or (2) a person in his first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Bureau of Apprenticeship and Training, or a State Apprenticeship Council (where appropriate) to be eligible for probationary employment as an apprentice.

(b) Trainees shall be permitted to work as such when they are bona fide trainees employed pursuant to a program approved by the U.S. Department of Labor, Manpower Administration, Bureau of Apprenticeship and Training. The term "trainee" means a person receiving on-the-job training in a construction occupation under a program which is approved (but not necessarily sponsored) by the U.S. Department of Labor, Manpower Administration, Bureau of Apprenticeship and Training, and which is reviewed from time to time by the Manpower Administration to insure that the training meets adequate standards.

(c) In connection with contracts in excess of \$10,000, the Contractor agrees as follows:

(1) The Contractor shall make a diligent effort to hire for performance of work under this contract a number of apprentices or trainees, or both, in each occupation, which bears to the average number of the journeymen in that occupation to be employed in the performance of the contract the applicable ratio as set forth in paragraph (c)(7) of this clause.

(2) The Contractor shall insure that 25 percent of such apprentices or trainees in each occupation are in their first year of training, where feasible. Feasibility here involves a consideration of (i) the availability of training opportunities for first year apprentices, (ii) the hazardous nature of the work for beginning workers, and (iii) excessive unemployment of apprentices in their second and subsequent years of training.

(3) The Contractor shall, during the performance of the contract, to the greatest extent possible, employ the number of apprentices or trainees necessary to meet currently the requirements of paragraph (c)(1) and (c)(2) of this clause.

(4) The Contractor shall maintain records of employment on this contract by trade of the number of apprentices and trainees, apprentices and trainees in first

year of training, and of journeymen, and wages paid and hours of work of such apprentices, trainees, and journeymen. In addition, the Contractor who claims compliance based on the criterion set forth in paragraph (c)(6)(ii) of this clause shall maintain such records of employment on all his construction work in the same labor market area, both public and private, during the performance of this contract. In each of the above cases the Contractor shall make such records available for inspection upon request of the Department of Labor or the Contracting Officer.

(5) The Contractor shall supply one copy of each of the written notices required in accordance with paragraph (c)(6)(iii) of this clause at the request of the Contracting Officer. The Contractor also agrees to supply at 3-month intervals during the performance of the contract and after completion of contract performance a statement describing steps taken toward making a diligent effort and containing a breakdown by craft, of hours worked, and wages paid for first year apprentices and trainees, other apprentices and trainees, and journeymen. One copy of the statement will be sent to the Contracting Officer and one copy to the Secretary of Labor.

(6) The Contractor will be deemed to have made a "diligent effort" as required by paragraph (c)(1) if during the performance of this contract, he accomplishes at least one of the following three objectives: (i) The Contractor employs under this contract a number of apprentices and trainees by craft, at least equal to the ratios established in accordance with paragraph (c)(7) of this clause, or (ii) the Contractor employs, on all his construction work, both public and private, in the same labor market area, an average number of apprentices and trainees by craft at least equal to the ratios established in accordance with paragraph (c)(7) of this clause, or (iii) the Contractor (A) if covered by a collective bargaining agreement, before commencement of any work on the project has given written notice to all joint apprenticeship committees, the local U.S. Employment Security Office, local chapter of the Urban League, Workers Defense League, or other local organizations concerned with minority employment, and the Bureau of Apprenticeship and Training Representative, U.S. Department of Labor, for the locality of the work; (B) if not covered by a collective bargaining agreement, has given written notice to all of the groups stated above, except joint apprenticeship committees, and will in addition notify all non-joint apprenticeship sponsors in the labor market area; and (C) has employed all qualified applicants referred to him through normal channels (such as the Employment Service, the Joint Apprenticeship Committees and where applicable, minority organizations and apprentice outreach programs who have been delegated this function) at least up to the number of such apprentices and trainees required by paragraph (c)(7) of this clause. The notice, as referred to herein, will include at least the Contractor's name and address, the agency designation, the contract number, job site address, value of the contract, expected starting and completion dates, the estimated average number of employees in each occupation to be employed over the duration of the contract work, and a statement of his willingness to employ a number of apprentices and trainees at least equal to the ratios established in accordance with paragraph (c)(7) of this clause.

(7) The Contractor recognizes that the Secretary of Labor has determined that the applicable ratios of apprentices and trainees to journeymen in any occupation for the purpose of this clause shall be as follows: (i) In any occupation the applicable ratio of apprentices and trainees to journeymen shall be equal to the predominant ratio for the occupation in the area where the construction is being undertaken, set forth in collective bargaining agreements, or other employment agreements, and available through the Bureau of Apprenticeship and Training Representative, U.S. Department of Labor, for the applicable area; (ii) for any occupation for which no ratio is found, the ratio of apprentices and trainees to journeymen shall be determined by the Contractor in accordance with the recommendations set forth in the Standards of the National Joint Apprentice Committee for the occupation, which are on file at offices of the U.S. Department of Labor's Bureau of Apprenticeship and Training; and (iii) for any occupation for which no such recommendations are found, the ratio of apprentices and trainees to journeymen shall be at least one apprentice or trainee for every five journeymen.

8. UTILIZATION OF LABOR SURPLUS AREA CONCERNS - The following clause is applicable if this contract exceeds \$5,000:

(a) It is the policy of the Government to award contracts to labor surplus area concerns that (1) have been certified by the Secretary of Labor (hereafter referred to as certified-eligible concerns with first or second preferences) regarding the employment of a proportionate number of disadvantaged individuals and have agreed to perform substantially (i) in or near sections of concentrated unemployment or underemployment or in persistent or substantial labor surplus areas or (ii) in other areas of the United States, respectively, or (2) are noncertified concerns which have agreed to perform substantially in persistent or substantial labor surplus areas, where this can be done consistent with the efficient performance of the contract and at prices no higher than are obtainable elsewhere. The Contractor agrees to use his best efforts to place his subcontracts in accordance with this policy.

(b) In complying with paragraph (a) above and with paragraph (b) of the clause of this contract entitled *Utilization of Small Business Concerns* (see Clause 13(b) of SF-19) the Contractor in placing his subcontracts shall observe the following order of preference: (1) certified-eligible concerns with a first preference which are also small business concerns; (2) other certified-eligible concerns with a first preference; (3) certified-eligible concerns with a second preference which are also small business concerns; (4) other certified-eligible concerns with a second preference; (5) persistent or substantial labor surplus area concerns which are also small business concerns; (6) other persistent or substantial labor surplus area concerns; and (7) small business concerns which are not labor surplus area concerns.

9. PATENT INDEMNITY - Except as otherwise provided, the Contractor agrees to indemnify the Government and its officers, agents, and employees against liability, including costs and expenses, for infringement upon any Letters Patent of the United States (except Letters Patent issued upon an application which is not or may hereafter be, for reasons of national security, ordered by the Government to be kept secret or otherwise withheld from issue) arising out of the performance of this contract or out of the use or disposal by or for the account of the Government of supplies furnished or work performed hereunder.

10. SAFETY AND HEALTH CLAUSE

(a) The Contractor shall not require any individual performing work under this contract to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous to his health or safety, as determined under safety and health standards promulgated by regulations of the Secretary of Labor.

(b) The Contractor shall comply with the Department of Labor Occupational Safety and Health Standards, published in 29 CFR 1925 and in pertinent parts of 29 CFR 1910; and with all other applicable Federal, State, and local safety, health, and sanitation laws and regulations.

(c) If the Contractor fails or refuses to comply promptly with the requirements of this clause, the Contracting Officer or his authorized representative, shall notify the Contractor of any noncompliance and indicate to the Contractor the action to be taken. The Contractor shall, after receipt of such notice, immediately correct the conditions to which attention has been directed. Such notice, either oral or written, when served on the Contractor or his representative(s) at the site of the work, shall be deemed sufficient.

(d) In the event the Contractor fails or refuses to comply promptly with the compliance directive issued under paragraph (c) above, the Contracting Officer may issue an order to suspend all or any part of the work. When satisfactory corrective action is taken, an order to resume work will be issued. The Contractor shall not be entitled to any extension of time nor to any claim for damage or to excess costs by reason of either the directive or the suspension order. Failure of the Contracting Officer or his representative to order discontinuance of any or all of the Contractor's operations shall not relieve the Contractor of his responsibility for the safety of personnel and property.

(e) The Contractor shall maintain an accurate record of, and shall report to the Contracting Officer in the manner, and on the forms prescribed by the Contracting Officer, all cases of death, occupational diseases or traumatic injury arising out of or in the course of employment incident to performance of work under this contract.

(f) The rights and remedies of the Government provided in this clause are in addition to any other rights and remedies provided by law or under this contract.

(g) In the event of any conflict of this clause, or any application thereof, with a regulation of the Department of Labor, the provision of the Department of Labor shall prevail.

(h) Notwithstanding paragraph (g) above, and although the above cited Department of Labor standards permit the use of *privies* (pit toilets) in certain situations, on this contract pit toilets shall *not* be used unless advance approval is requested from and given by the Contracting Officer, in writing. Chemical recirculating, or combustion toilets may be used by the Contractor, in accordance with local codes.

11. PAYMENTS - The following supplements Clause 6 of SF-19:

(a)(i) When making progress payments, consideration may be given to the delivery on the site of materials which will become a part of the finished work and *for which payment has been made in full by the Contractor*, except that no consideration will be given to individual purchases of less than \$500 for any one item. The need for partial or progress payments as permitted by the payment provisions of the invitation will not be treated as a handicap in making the award.

(ii) The final contract payment will be made after receipt of a properly executed voucher, and a *Release of Claims* (Form DI-137), as described in (b) below. In lieu of preparing a separate voucher, the Contractor may elect to sign the Government's Certificate for Contract Payment/Invoice, in which case, this signed form becomes the voucher and shall have the same force and effect as one prepared by the Contractor.

(b) If the contract exceeds \$2,500, the Contractor shall furnish the Contracting Officer a release of all claims against the Government arising by virtue of this contract, other than claims in stated amounts, specifically excepted by the Contractor from the operation of the release. *Release of Claims* will be provided to the Contractor by the Government for this purpose.

(c) This paragraph applies only if this contract is for more than \$10,000. At any time after 50 percent of the work has been completed, if the Contracting Officer finds that satisfactory progress is being made, he may authorize any of the remaining progress payments to be made in full. The Contractor must request such action in writing.

12. NOTICE AND CLAIM IN CONNECTION WITH CHANGES AND CHANGED CONDITIONS - This clause supplements Clause 1 of SF-19:

(a) If the Contractor considers that an act or a failure to act by the Contracting Officer has, in the absence of a written order given rise to a change under Paragraph (a) of Clause 1 of SF-19, he shall promptly notify the Contracting Officer, in writing, that an alleged change has occurred, giving the date thereof, and the circumstances causing the same. Any equitable adjustment to compensate for increased costs because of the change will make no allowance for such costs incurred more than twenty (20) days prior to the date of giving of the notice of alleged change by the Contractor.

(b) If the Contractor intends to assert a claim based on a change or changed conditions he must either accompany his notice thereof with a detailed claim, or within thirty (30) days after giving notice submit such a claim, in writing, setting forth the general nature and monetary extent of such claim.

(c) No claim by the Contractor for an equitable adjustment hereunder shall be allowed if asserted after final payment under this contract.

13. PROTESTS

(a) If the Contractor disagrees with any direction, instruction, interpretation, or determination of the Contracting Officer, his authorized representative, or an inspector, he shall immediately ask, in writing, for a written decision from the Contracting Officer or his authorized representative. Upon receipt of the decision the Contractor shall proceed without delay to comply therewith. If the Contractor takes issue with the decision, he must within thirty (30) days after receipt thereof, file a written protest with the Contracting Officer, stating clearly and in detail the basis for his protest. If the matter can not then be resolved by agreement, the procedures of the *Disputes* clause shall be followed. (See Clause 3 of SF-19.)

(b) Directions, instructions, interpretations, or determinations of the Contracting Officer or his authorized representative relating to drawings, samples, and literature shall be subject to the provisions of this clause.

14. PERFORMANCE OF WORK BY CONTRACTOR - The Contractor shall perform on the site, and with his own organization, work equivalent to at least fifteen percent of the total amount of work to be performed under the contract. If during the progress of the work hereunder, the Contractor requests a reduction in such percentage, and the Contracting Officer determines that it would be to the advantage of the Government, the percentage of the work required to be performed by the Contractor may be reduced with the written approval of the Contracting Officer.

15. SUSPENSION OF WORK - The following clause is applicable if this contract exceeds \$10,000.

(a) The Contracting Officer may order the Contractor in writing to suspend, delay, or interrupt all or any part of the work for such period of time as he may determine to be appropriate for the convenience of the Government.

(b) If the performance of all or any part of the work is, for an unreasonable period of time, suspended, delayed, or interrupted by an act of the Contracting Officer in the administration of this contract, or by his failure to act within the time specified in this contract (or if no time is specified, within a reasonable time), an adjustment shall be made for any increase in the cost of performance of this contract (excluding profit) necessarily caused by such unreasonable suspension, delay, or interruption and the contract modified in writing accordingly. However, no adjustment shall be made under this clause for any suspension, delay, or interruption to the extent (1) that performance would have been so suspended, delayed, or interrupted by any other cause, including the fault or negligence of the Contractor, or (2) for which an equitable adjustment is provided for or excluded under any other provision of this contract.

(c) No claim under this clause shall be allowed (1) for any costs incurred more than twenty (20) days before the Contractor shall have notified the Contracting Officer in writing of the act or failure to act involved (but this requirement shall not apply as to a claim resulting from a suspension order), and (2) unless the claim, in an amount stated, is asserted in writing as soon as practicable after the termination of such suspension, delay, or interruption, but not later than the date of final payment under the contract.

16. EQUAL OPPORTUNITY CLAUSE - The following clause is applicable if this contract exceeds \$10,000 and is not exempt under the rules, regulations, and relevant orders of the Secretary of Labor (41 CFR, ch. 60).

During the performance of this contract, the Contractor agrees as follows:

(a) The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Contracting Officer setting forth the provisions of this Equal Opportunity clause.

(b) The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex or national origin.

(c) The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency Contracting Officer, advising the labor union or workers' representative of the Contractor's commitments under this Equal Opportunity clause, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(d) The Contractor will comply with all provisions of Executive Order No. 11246 of September 24, 1965, as amended, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(e) The Contractor will furnish all information and reports required by Executive Order No. 11246 of September 24, 1965, as amended, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(f) In the event of the Contractor's noncompliance with the Equal Opportunity clause of this contract or with any of the said rules, regulations, or orders, this contract may be cancelled, terminated or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order No. 11246 of September 24, 1965, as amended, and such other sanctions may be imposed and remedies invoked as provided in Executive Order No. 11246 of September 24, 1965, as amended, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(g) The Contractor will include the provisions of paragraphs (a) through (g) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order No. 11246 of September 24, 1965, as amended, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the contracting agency may direct as a means of enforcing such provisions including sanctions for noncompliance: *Provided, however,* That in the event the Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the contracting agency, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

MODIFICATION OF SPECIAL PROVISIONS

(Form 1510-22a)

Clause 4, Bonds, is hereby modified as follows:

Delete all references in (a) and (b) which refer to an amount of \$2,500 and in lieu thereof substitute the amount of \$25,000.

All other Special Provisions remain the same.

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

**DISABLED VETERANS AND
VETERANS OF THE VIETNAM ERA**

(a) The contractor will not discriminate against any employee or applicant for employment because he or she is a disabled veteran or veteran of the Vietnam era in regard to any position for which the employee or applicant for employment is qualified. The contractor agrees to take affirmative action to employ, advance in employment, and otherwise treat qualified disabled veterans and veterans of the Vietnam era without discrimination based upon their disability or veterans status in all employment practices such as the following: employment upgrading, demotion or transfer, recruitment, advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

(b) The contractor agrees that all suitable employment openings of the contractor which exist at the time of the execution of this contract and those which occur during the performance of this contract, including those not generated by this contract and including those occurring at an establishment of the contractor other than the one wherein the contract is being performed but excluding those of independently operated corporate affiliates, shall be listed at an appropriate local office of the State employment service system wherein the opening occurs. The contractor further agrees to provide such reports to such local office regarding employment openings and hires as may be required.

State and local government agencies holding Federal contracts of \$10,000 or more shall also list all their suitable openings with the appropriate office of the State employment service, but are not required to provide those reports set forth in paragraphs (d) and (e).

(c) Listing of employment openings with the employment service system pursuant to this clause shall be made at least concurrently with the use of any other recruitment source or effort and shall involve the normal obligations which attach to the placing of a bona fide job order, including the acceptance of referrals of veterans and nonveterans. The listing of employment openings does not require the hiring of any particular job applicant or from any particular group of job applicants, and nothing herein is intended to relieve the contractor from any requirements in Executive orders or regulations regarding nondiscrimination in employment.

(d) The reports required by paragraph (b) of this clause shall include, but not be limited to, periodic reports which shall be filed at least quarterly with the appropriate local office or, where the contractor has more than one hiring location in a State, with the central office of that State employment service. Such reports shall indicate for each hiring location (1) the number of individuals hired during the reporting period, (2) the number of nondisabled veterans of the Vietnam era hired, (3) the number of disabled veterans of the Vietnam era hired, and (4) the total number of disabled veterans hired. The reports should include covered veterans hired for on-the-job training under 38 U.S.C. 1787. The contractor shall submit a report within 30 days after the end of each reporting period wherein any performance is made on this contract identifying data for each hiring location. The contractor shall maintain at each hiring location copies of the reports submitted until the expiration of one year after final payment under the contract, during which time these reports and related documentation shall be made available, upon request, for examination by any authorized representatives of the contracting officer or of the Secretary of Labor. Documentation would include personnel records respecting job openings, recruitment, and placement.

(e) Whenever the contractor becomes contractually bound to the listing provisions of this clause, it shall advise the employment service system in each State where it has

establishments of the name and location of each hiring location in the State. As long as the contractor is contractually bound to these provisions and has so advised the State system, there is no need to advise the State system of subsequent contracts. The contractor may advise the State system when it is no longer bound by this contract clause.

(f) This clause does not apply to the listing of the employment listings which occur and are filled outside the 50 States, the District of Columbia, Puerto Rico, Guam, and the Virgin Islands.

(g) The provisions of paragraphs (b), (c), (d), and (e) of this clause do not apply to openings which the contractor proposes to fill from within his own organization or to fill pursuant to a customary and traditional employer-union hiring arrangement. This exclusion does not apply to a particular opening once an employer decides to consider applicants outside of his own organization or employer-union arrangement for that opening.

(h) As used in this clause: (1) "All suitable employment openings" includes, but is not limited to, openings which occur in the following job categories: production and non-production, plant and office; laborers and mechanics; supervisory and nonsupervisory; technical; and executive, administrative, and professional openings that are compensated on a salary basis of less than \$25,000 per year. This term includes full-time employment, temporary employment of more than 3 days' duration, and part-time employment. It does not include openings which the contractor proposes to fill from within his own organization or to fill pursuant to a customary and traditional employer-union hiring arrangement nor openings in an educational institution which are restricted to students of that institution. Under the most compelling circumstances an employment opening may not be suitable for listing, including such situations where the needs of the Government cannot reasonably be otherwise supplied, where listing would be contrary to national security, or where the requirement of listing would otherwise not be for the best interest of the Government.

(2) "Appropriate office of the State employment service system" means the local office of the Federal/State national system of public employment offices with assigned responsibility for serving the area where the employment opening is to be filled, including the District of Columbia, Guam, Puerto Rico, and the Virgin Islands.

(3) "Openings which the contractor proposes to fill from within his own organization" means employment openings for which no consideration will be given to persons outside the contractor's organization (including any affiliates, subsidiaries, and the parent companies) and includes any openings which the contractor proposes to fill from regularly established "recall" lists.

(4) "Openings which the contractor proposes to fill pursuant to a customary and traditional employer-union hiring arrangement" means employment openings which the contractor proposes to fill from union halls, which is part of the customary and traditional hiring relationship which exists between the contractor and representatives of his employees.

(i) The contractor agrees to comply with the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the Act.

(j) In the event of the contractor's noncompliance with the requirements of this clause, actions for non-compliance may be taken in accordance with the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the Act.

(k) The contractor agrees to post in conspicuous places available to employees and applicants for employment notices in a form to be prescribed by the Director, provided by or through the contracting officer. Such notice shall state the contractor's obligation under the law to take affirmative action to employ and advance in employment qualified disabled veterans and veterans of the Vietnam era for employment, and the rights of applicants and employees.

(l) The contractor will notify each labor union or representative of workers with which it has a collective bargaining agreement or other contract understanding that the contractor is bound by terms of the Vietnam Era Veteran's Readjustment

Assistance Act and is committed to take affirmative action to employ and advance in employment qualified disabled veterans and veterans of the Vietnam era.

(m) The contractor will include the provisions of this clause in every subcontract or purchase order of \$10,000 or more unless exempted by rules, regulations, or orders of the Secretary issued pursuant to the Act, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the Director of the Office of Federal Contract Compliance Programs may direct to enforce such provisions, including action for noncompliance.

UNITED STATES
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BUREAU OF LAND MANAGEMENT

EMPLOYMENT OF THE HANDICAPPED

This clause applies to all nonexempt contracts and subcontracts which exceed \$2,500 as follows:

(a) The contractor will not discriminate against any employee or applicant for employment because of physical or mental handicap in regard to any position for which the employee or applicant for employment is qualified. The contractor agrees to take affirmative action to employ, advance in employment, and otherwise treat qualified handicapped individuals without discrimination based upon their physical or mental handicap in all employment practices such as the following: employment, upgrading, demotion or transfer, recruitment, advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training including apprenticeship.

(b) The contractor agrees to comply with the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the Rehabilitation Act of 1973, as amended.

(c) In the event of the contractor's noncompliance with the requirements of this clause, actions for non-compliance may be taken in accordance with the rules, regulations and relevant orders of the Secretary of Labor issued pursuant to the Act.

(d) The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices in a form to be prescribed by the Director, Office of Federal Contract Compliance Programs, Department of Labor, provided by or through the contracting officer. Such notices shall state the contractor's obligation under the law to take affirmative action to employ and advance in employment qualified handicapped employees and applicants for employment, and the rights of applicants and employees.

(e) The contractor will notify each labor union or representative of workers with which it has a collective bargaining agreement or other contract understanding, that the contractor is bound by the terms of section 503 of the Act and is committed to take affirmative action to employ and advance in employment physically and mentally handicapped individuals.

(f) The contractor will include the provisions of this clause in every subcontract or purchase order of \$2,500 or more unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 503 of the Act, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the Director, Office of Federal Contract Compliance Programs, may direct to enforce such provisions, including action for non-compliance.

SECTION K

CONTRACT ADMINISTRATION DATA

The Contracting Officer's authorized representative is Richard D. Howard, Bureau of Land Management, Ely District Office, Ely, Nevada*. The alternate COAR is George W. Cropper, Bureau of Land Management, Ely District Office, Ely, Nevada*.

The authorized representative 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.

*Ely District Office
Star Route 5, Box 1
Ely, Nevada 89301

Telephone Number: (702) 289-4865

SECTION L
GENERAL PROVISIONS

GENERAL PROVISIONS

1. CHANGES AND CHANGED CONDITIONS

- (a) The Contracting Officer may, in writing, order changes in the drawings and specifications within the general scope of the contract.
- (b) The Contractor shall promptly notify the Contracting Officer in writing of subsurface or latent physical conditions differing materially from those indicated in this contract or unknown unusual physical conditions at the site, before proceeding further with the work.
- (c) If changes under (a) or conditions under (b) increase or decrease the cost of, or time required for, performing the work, upon assertion of a claim by the Contractor before final payment under the contract, a written equitable adjustment shall be made; except that no adjustment under (b) shall be made unless the notice required therein was given or unless the Contracting Officer waives the requirement therefor. If the adjustment cannot be agreed upon, the dispute shall be decided pursuant to Clause 3.

2. TERMINATION FOR DEFAULT—DAMAGES FOR DELAY—TIME EXTENSIONS

- (a) If the Contractor does not prosecute the work so as to insure completion, or fails to complete it, within the time specified, the Government may, by written notice to the Contractor, terminate his right to proceed. Thereafter, the Government may have the work completed and the Contractor shall be liable for any resulting excess cost to the Government. If the Government does not terminate the Contractor's right to proceed, he shall continue the work and shall be liable to the Government for any actual damages occasioned by such delay unless liquidated damages are stipulated.
- (b) The Contractor's right to proceed shall not be terminated nor the Contractor charged with actual or liquidated damages under (a) above because of any delays in completion of the work due to causes other than normal weather, beyond his control and without his fault or negligence, including but not restricted to, acts of God, acts of the public enemy, acts of the Government (in either its sovereign or contractual capacity), acts of another contractor in the performance of a contract with the Government, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather, or delays of subcontractors or suppliers due to causes beyond their control and without their fault or negligence. Provided, That the Contractor shall within 10 days from the beginning of any such delay, unless the Contracting Officer shall grant a further period of time prior to the date of final payment under the contract, notify the Contracting Officer in writing of the causes of delay and the facts relating thereto. The Contracting Officer shall consider the facts and ascertain the extent of the delay, and extend the time for completing the work when in his judgment the facts justify such an extension, and his decision shall be final and conclusive on the parties, subject only to appeal as provided in Clause 3.
- (c) As used in paragraph (b) of this clause, the term "subcontractors or suppliers" means subcontractors or suppliers at any tier.

3. DISPUTES

Any dispute concerning a question of fact arising under this contract, not disposed of by agreement, shall be decided by the Contracting Officer, who shall reduce his decision to writing and furnish a signed copy to the Contractor. Such decision shall be final and conclusive unless, within 30 days from the date of receipt thereof, the Contractor mails or otherwise furnishes to the Contracting Officer a written appeal, addressed to the head of the Federal agency. The Contractor shall be afforded an opportunity to be heard and to offer evidence. The decision of the head of the Federal agency or his authorized representative shall be final and conclusive unless fraudulent, or capricious, or arbitrary, or so grossly erroneous as necessarily to imply bad faith, or not supported by substantial evidence. Pending final decision of a dispute hereunder, the Contractor shall proceed diligently with the performance of the contract and in accordance with the Contracting Officer's decision.

4. RESPONSIBILITY OF CONTRACTOR

At his own expense the Contractor shall: (a) obtain any necessary licenses and permits; (b) provide competent superintendence; (c) take precautions necessary to protect persons or property against injury or damage and be responsible for any such injury or damage that occurs as a result of his fault or negligence; (d) perform the work without unnecessarily interfering with other contractors' work or Government activities; (e) be responsible for all damage to work performed and materials delivered (including Government-furnished items), until completion and final acceptance.

5. MATERIAL AND WORKMANSHIP

All material incorporated in the work shall be new and the work shall be performed in a skillful and workmanlike manner. Both materials and workmanship shall be subject to the inspection of the Contracting Officer or his duly authorized representative who may require the Contractor to correct defective workmanship or materials without cost to the Government.

6. PAYMENTS TO CONTRACTOR

Progress payments equal to 90 percent of the value of work performed may be made monthly on certificates approved by the Contracting Officer. Upon payment in full, title to the property shall vest in the Government. The Contractor will notify the Government when all work is complete. Final payment will be made after final acceptance.

7. OFFICIALS NOT TO BENEFIT

No member of or delegate to Congress, or resident commissioner, shall be admitted to any share or part of this contract, or to any benefit that may arise therefrom; but this provision shall not be construed to extend to this contract if made with a corporation for its general benefit.

8. BUY AMERICAN

The Contractor, subcontractors, material men, and suppliers must comply with the Buy American Act of March 3, 1933 (41 U.S.C. 10a-10d) and Executive Order 10582 of December 17, 1954 (19 Fed. Reg. 8723). The provisions of the above require use generally of domestic materials unless otherwise authorized by the Contracting Officer pursuant to the Act and Executive Order.)

9. ASSIGNMENT OF CLAIMS

If this contract provides for payments aggregating \$1,000 or more, claims for moneys due or to become due hereunder may be assigned as provided in 31 U.S.C. 203 and 41 U.S.C. 15.

10. CONVICT LABOR

In connection with the performance of work under this contract, the Contractor agrees not to employ any person undergoing sentence of imprisonment at hard labor.

11. COVENANT AGAINST CONTINGENT FEES

The Contractor warrants that no person or selling agency has been employed or retained to solicit or secure this contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by the Contractor for the purpose of securing business. For breach or violation of this warranty the Government shall have the right to annul this contract without liability or in its discretion to deduct from the contract price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.

12. PAYMENT OF INTEREST ON CONTRACTORS' CLAIMS

- (a) If an appeal is filed by the contractor from a final decision of the Contracting Officer under the Disputes clause of this contract, denying a claim arising under the contract, simple interest on the amount of the claim finally determined owed by the Government shall be payable to the Contractor. Such interest shall be at the rate determined by the Secretary of the Treasury pursuant to Public Law 92-41, 85 Stat. 97, from the date the Contractor furnishes to the Contracting Officer his written appeal under the Disputes clause of this contract, to the date of (1) a final judgment by a court of competent jurisdiction, or (2) mailing to the Contractor of a supplemental agreement for execution either confirming completed negotiations between the parties or carrying out a decision of a board of contract appeals.
- (b) Notwithstanding (a), above, (1) interest shall be applied only from the date payment was due, if such date is later than the filing of appeal, and (2) interest shall not be paid for any period of time that the Contracting Officer determines the Contractor has unduly delayed in pursuing his remedies before a board of contract appeals or a court of competent jurisdiction.

13. EXAMINATION OF RECORDS BY COMPTROLLER GENERAL

The clause entitled "Examination of Records by Comptroller General" prescribed by 41 CFR Subpart 1-7.1 is applicable if the amount of this contract exceeds \$2,500 and was entered into by means of negotiation, including small business restricted advertising, but is not applicable if this contract was entered into by means of formal advertising.

14. UTILIZATION OF SMALL BUSINESS CONCERNS

- (The following clause is applicable if this contract exceeds \$5,000.)
- (a) It is the policy of the Government as declared by the Congress that a fair proportion of the purchases and contracts for supplies and services for the Government be placed with small business concerns.
- (b) The Contractor agrees to accomplish the maximum amount of subcontracting to small business concerns that the Contractor finds to be consistent with the efficient performance of this contract.

15. UTILIZATION OF MINORITY BUSINESS ENTERPRISES

- (The following clause is applicable if this contract exceeds \$5,000.)
- (a) It is the policy of the Government that minority business enterprises shall have the maximum practicable opportunity to participate in the performance of Government contracts.
- (b) The Contractor agrees to use his best efforts to carry out this policy in the award of his subcontracts to the fullest extent consistent with the efficient performance of this contract. As used in this contract, the term "minority business enterprise" means a business, at least 50 percent of which is owned by minority group members or, in case of publicly owned businesses, at least 51 percent of the stock of which is owned by minority group members. For the purposes of this definition, minority group members are Negroes, Spanish-speaking American persons, American Orientals, American-Indians, American-Eskimos, and American Aleuts. Contractors may rely on written representations by subcontractors regarding their status as minority business enterprises in lieu of an independent investigation.

16.

UTILIZATION OF SMALL BUSINESS CONCERNS AND SMALL
BUSINESS CONCERNS OWNED AND CONTROLLED BY SOCIALLY
AND ECONOMICALLY DISADVANTAGED INDIVIDUALS

(a) It is the policy of the United States that small business concerns and small business concerns owned and controlled by socially and economically disadvantaged individuals shall have the maximum practicable opportunity to participate in the performance of contracts let by any Federal agency.

(b) The contractor hereby agrees to carry out this policy in the awarding of subcontracts to the fullest extent consistent with the efficient performance of this contract. The contractor further agrees to cooperate in any studies or surveys that may be conducted by the Small Business Administration or the contracting agency which may be necessary to determine the extent of the contractor's compliance with this clause.

(c) (1) The term "small business concern" shall mean a small business as defined pursuant to Section 3 of the Small Business Act and in relevant regulations promulgated pursuant thereto.¹

(2) The term "small business concern owned and controlled by socially and economically disadvantaged individuals" shall mean a small business concern--

(i) which is at least 51 per centum owned by one or more socially and economically disadvantaged individuals; or in the case of any publicly owned business, at least 51 per centum of the stock of which is owned by one or more socially and economically disadvantaged individuals; and

(ii) whose management and daily business operations are controlled by one or more of such individuals.

The contractor shall presume that socially and economically disadvantaged individuals include Black Americans, Hispanic Americans, Native Americans, and other minorities, or any other individual found to be disadvantaged by the Small Business Administration pursuant to section 8(a) of the Small Business Act.

(d) Contractors acting in good faith may rely on written representations by their subcontractors as either a small business concern or a small business concern owned and controlled by socially and economically disadvantaged individuals.

¹Regulations of the Small Business Administration (13 CFR, Part 121).

MODIFICATION OF GENERAL PROVISIONS

Clause No. 3, Disputes, is deleted in its entirety and the following is substituted therefore:

Disputes Clause:

(a) This contract is subject to the Contract Disputes Act of 1978 (Pub. L. 95-563).

(b) Except as provided in the Act, all disputes arising under or relating to this contract shall be resolved in accordance with this clause.

(c) (i) As used herein, "claim" means a written demand or assertion by one of the parties seeking, as a legal right, the payment of money, adjustment or interpretation of contract terms, or other relief, arising under or relating to this contract.

(ii) A voucher, invoice, or request for payment that is not in dispute when submitted is not a claim for the purposes of the Act. However, where such submission is subsequently not acted upon in a reasonable time, or disputed either as to liability or amount, it may be converted to a claim pursuant to the Act.

(iii) A claim by the contractor shall be made in writing and submitted to the contracting officer for decision. A claim by the Government against the contractor shall be subject to a decision by the Contracting Officer.

(d) For contractor claims of more than \$50,000, the contractor shall submit with the claim a certification that the claim is made in good faith; the supporting data are accurate and complete to the best of the contractor's knowledge and belief; and the amount requested accurately reflects the contract adjustment for which the contractor believes the Government is liable. The certification shall be executed by the contractor if an individual. When the contractor is not an individual, the certification shall be executed by a senior company official in charge at the contractor's plant or location involved, or by an officer or general partner of the contractor having overall responsibility for the conduct of the contractor's affairs.

(e) For contractor claims of \$50,000 or less, the Contracting Officer must render a decision within 60 days. For contractor claims in excess of \$50,000, the Contracting Officer must decide the claim within 60 days or notify the contractor of the date when the decision will be made.

(f) The Contracting Officer's decision shall be final unless the contractor appeals or files a suit as provided in the Act.

(g) The authority of the Contracting Officer under the Act does not extend to claims or disputes which by statute or regulation other agencies are expressly authorized to decide.

(h) Interest on the amount found due on a contractor claim shall be paid from the date the claim is received by the Contracting Officer until the date of payment.

(i) Except as the parties may otherwise agree, pending final resolution of a claim by the contractor arising under the contract, the contractor shall proceed diligently with the performance of the contract in accordance with the contracting officer's decision.

GENERAL PROVISIONS

Clause No. 8, Buy American, General Provisions, is deleted in its entirety and the following is substituted therefore:

BUY AMERICAN ACT

(a) In acquiring end products, the Buy American Act (41 U.S. Code 10 a-d) provides that the Government give preference to domestic source end products. For the purpose of this clause:

- (i) "Components" means those articles, materials, and supplies, which are directly incorporated in the end products;
- (ii) "End products" means those articles, materials, and supplies, which are to be acquired under this contract for public use; and
- (iii) A "domestic source end product" means (A) an un-manufactured end product which has been mined or produced in the United States and (B) an end product manufactured in the United States if the cost of the components thereof which are mined, produced, or manufactured in the United States exceeds 50 percent of the cost of all its components. For the purposes of this (a) (iii) (B), components of foreign origin of the same type or kind as the products referred to in (b) (ii) or (iii) of this clause shall be treated as components mined, produced, or manufactured in the United States.

(b) The Contractor agrees that there will be delivered under this contract only domestic source end products, except end products:

- (i) Which are for use outside the United States;
- (ii) Which the Government determines are not mined, produced, or manufactured in the United States in sufficient and reasonably available commercial quantities and of a satisfactory quality;
- (iii) As to which the Secretary determines the domestic preference to be inconsistent with the public interest; or
- (iv) As to which the Secretary determines the cost to the Government to be unreasonable.

(The foregoing requirements are administered in accordance with Executive Order No. 10582, dated December 17, 1954.)

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT
ADDITIONAL GENERAL PROVISIONS
LAND TREATMENT CONTRACTS

1. DEFINITIONS - As used throughout this contract, the following terms shall have the meaning set forth below:

(a) "Head of the agency" or "Secretary" means the Secretary, the Under Secretary, or Assistant Secretary, of the Department of the Interior, and "his duly authorized representative" means any person or persons or board (other than the Contracting Officer) authorized to act for the head of the agency or the Secretary.

(b) "Contracting Officer" means the person executing this contract on behalf of the Government, and any other officer or civilian employee who is a properly designated Contracting Officer; and the term includes a successor, and except as otherwise provided in this contract, the Contracting Officer's Authorized Representative (COAR) acting within the limits of his authority.

(c) "Project Inspector" means the person designated by the COAR to perform, as needed, on-the-job Government inspection of work accomplished by the Contractor.

2. RESPONSIBILITIES OF AUTHORIZED REPRESENTATIVE AND PROJECT INSPECTOR - The COAR and/or Project Inspector will be the Contractor's primary contacts. They will perform various acts of contract administration, such as designating work areas, arranging for payments, making inspections, determining quantities of work accomplished, etc. They are *not* authorized to make any rulings or commitments which vary the written terms of the contract.

3. MODIFICATIONS - The text on the face of the covering Standard Form 19 is modified in that:

(a) No performance and payment bonds are required if this contract is less than \$2,500.

(b) SF-19A does not apply.

4. NOTICE TO PROCEED

(a) After award of contract, the COAR 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.

5. SIMULTANEOUS PERFORMANCE - If the successful bidder (Contractor) receives award for more than one item or project, he will, if so stated in the contract, be required to perform work on all items or projects simultaneously. He must therefore be prepared to obtain all necessary supplies, equipment, personnel, etc., to enable him to perform simultaneously. Prospective bidders are urged to examine the invitation carefully before submitting bids on more than one item or project, to ascertain if more than one project is involved, and the extent to which simultaneous performance will be required.

6. 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 COAR 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.

7. SUPERINTENDENCE BY CONTRACTOR - The Contractor shall give his personal superintendence to the work, or have a competent foreman or superintendent satisfactory to the Contracting Officer, on the work at all times during progress, with authority to act for the Contractor.

8. 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 COAR and the Contractor and authorized by the COAR.

9. LABOR AND SUPPLIES - All labor, tools, equipment, fuel, lubricants, and supplies needed to do the work, except those stated herein as being furnished by the Government, shall be furnished by the Contractor. The cost of such Contractor-furnished items shall be included in the applicable bid prices.

10. PROSECUTION OF THE WORK

(a) The capacity of the Contractor's plant, method of operation, and forces employed shall, at all times during the continuance of the contract, be subject to the approval of the Contracting Officer and shall be such as to assure the completion of the work within the specified period of time. To the extent stated in the specifications, the Contracting Officer shall have the right to select the sequence in which the individual projects will be completed.

(b) The Contracting Officer may, in writing, require the Contractor to remove from the work any employee found to be incompetent, careless, or otherwise objectionable.

11. INSPECTIONS

(a) Work will be subject to periodic inspections by the Government to assure satisfactory progress, to determine quantities of work performed for progress payment purposes, to be certain that work is being performed in accordance with contract specifications, and to determine if work corrections are necessary. (See Clause 5 of SF-19.

(b) The Contractor shall notify the COAR or Project Inspector at least three (3) days before the scheduled completion date so that the Government can schedule the final inspection. The Contractor will not be granted a

time extension to perform a work correction required as a result of a periodic or final inspection if such correction is necessary because of improper work by the Contractor. The Contractor, or his authorized representative, must be at the worksite at the time of final inspection.

12. ACTUAL QUANTITIES AND CONTRACTOR'S INVOICE - The following supplements Clause 6 of SF-19:

(a) The Government will make a survey, upon completion and final inspection of work to determine actual quantities, to provide a basis for final payment.

(b) Contractor will submit an invoice, to support final payment, to the Division of Financial Management, Bureau of Land Management, Federal Center, Bldg. 50, Denver, Colorado 80225.

13. VARIATION IN QUANTITIES

(a) The quantities stated in the bid schedule 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.

(b) The Contracting Officer 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.

14. WORK STOPPAGE BY THE GOVERNMENT - The Contracting Officer, by issuance of a stop work order, may direct the Contractor to shut down any work that may be subject to damage due to weather conditions, fire danger, or because it is impracticable to work during the winter season. The Contractor will be given a resume work order, which will document the date the work stoppage ends. The Contractor will not be entitled to additional compensation for such stoppages which are of reasonable duration. The Contractor will be given a time extension equal to the period of fire danger or winter shutdown but will not be granted a time extension because of reasonable stoppage for weather conditions unless the delay, caused by such stoppage, is excusable within the meaning of Clause 2(b) of SF-19.

15. FIRE DANGER SEASON - If the COAR 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 COAR.

16. 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.

17. 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 Clause 1 of SF-19.

(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.

18. TERMINATION FOR CONVENIENCE OF THE GOVERNMENT

(a) The Contracting Officer, by written notice, may terminate this contract, in whole or in part, when it is in the interest of the Government. If this contract is terminated, the Contractor shall be compensated in accordance with Part 1-8 of the Federal Procurement Regulations (41 CFR 1-8) in effect on the date of this contract.

(b) If this contract exceeds \$100,000, the clause in paragraph 1-8.703 of the Federal Procurement Regulations (41 CFR 1-8.703) in effect on the date of this contract shall apply in lieu of the provisions set forth in (a) above, such clause being hereby incorporated by reference as fully as if set forth at length herein.

19. PRICING OF ADJUSTMENTS - When costs are a factor in any determination of a contract price adjustment pursuant to the *Changes* clause or any other provision of this contract, such costs shall be in accordance with the contract cost principles and procedures in Part 1-15 of the Federal Procurement Regulations (41 CFR 1-15) in effect on the date of this contract.

20. CONVICT LABOR - Delete Clause 10 of the General Provisions, SF-19 in its entirety and substitute the following:

In connection with the performance of work under this contract, the Contractor agrees not to employ any person undergoing sentence of imprisonment except as provided by Public Law 89-176, September 10, 1965 (18 U.S.C. 4082(c)(2)) and Executive Order 11755, December 29, 1973.

21. SURETY BOND ASSISTANCE (*This clause applies if the estimated contract amount is \$500,000 or less.*) As provided in 13 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 businesses on surety bonds required hereunder. Further information may be obtained from the Contracting Officer or the nearest office of the Small Business Administration.

ADDITIONAL GENERAL PROVISIONS (cont)

22. Clause No. 13, Variation in Quantities, on Form 1510-22, Additional General Provisions, is deleted in its entirety and the following is substituted therefore:

VARIATION IN QUANTITIES

(a) The quantities stated in the schedule are estimated quantities for comparison of bids, and, except as hereinafter provided in this paragraph, no claim shall be made against the Government for excess or deficiency therein. Payment at the prices agreed upon will be in full for the completed work and will cover materials, supplies, transportation, labor, tools, machinery, and all expenditures incident to satisfactory compliance with the contract, unless otherwise specifically provided.

Where the actual quantity of an item is more than 120 percent or less than 80 percent of the estimated quantity in the bidding schedule, an equitable adjustment in the contract price shall be made on written demand of either party. Any claim of the Contractor for an adjustment under this paragraph due to the actual quantity being less than 80 percent of the estimated quantity must be asserted in writing within 30 days after completion of the item. In case a Contractor's claim for adjustment is based on the actual quantity being more than 120 percent of the estimated quantity, such claim must be asserted in writing within 30 days after the date the actual quantity exceeded 120 percent of the estimated quantity.

For overruns, the equitable adjustment shall be limited to the number of units by which the actual quantity exceeds 120 percent of the estimated quantity. In case the parties to the contract cannot agree upon such equitable adjustment, such adjustment may, at the option of the Contracting Officer, be based on the Contractor's actual necessary costs of performing the excess units as determined by the Contracting Officer, plus a reasonable allowance, not to exceed 15 percent of such actual necessary costs, for superintendence, general expense, and profit.

When the actual quantity of an item is less than 80 percent of the estimated quantity, final payment for the item will be computed by applying the unit price bid in the schedule to the actual quantity, and then adding to the result an amount obtained by applying to the number of units of underrun below the 80 percent of the estimated quantity, a reasonable allowance per unit for the Contractor's mobilization and other fixed costs relating thereto.

If the parties fail to agree upon the adjustment to be made, including any adjustment made at the option of the Contracting Officer as provided above, the dispute shall be determined as provided in Clause No. 3 of the General Provisions.

23. 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. There will be an inspection of the work site Friday, July 11, 1980. Meet at the Ely District Office, Star Route 5, Ely, Nevada 89301 at 7:30 a.m.

24. 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 proviso, 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 Clause 2 of the General Provisions.

25. Alien Labor.--This contract involves the employment of unskilled labor working under arduous field conditions. Such employment may be attractive to persons coming from foreign countries, sometimes illegally. Bidders are reminded that it is a crime to bring into the United States, transport within the United States, and to harbor here aliens who do not have a proper visa for entry and working in this country (8 U.S.C. § 1323-1325). If violations are suspected by the COAR during the performance of work on this (these) project(s) such will be reported to the U.S. Immigration and Naturalization Service for investigation and appropriate action. Conviction of the Contractor for commission of a criminal offense referred to herein will be deemed sufficient cause to default the contract and initiate debarment or suspension proceedings to prevent the Contractor from receiving future contracts.

26. Subcontracts.--A copy of any subcontract agreement shall be provided to the Contracting Officer for approval.

SECTION M

SERVICE CONTRACT ACT OF 1965, AS AMENDED

WAGE DETERMINATION AND FRINGE BENEFITS

WORK LOCATION MAPS

SERVICE CONTRACT ACT OF 1965

SERVICE CONTRACT ACT OF 1965, AS AMENDED

This contract, to the extent that it is of the character to which the Service Contract Act of 1965, as amended (41 U.S.C. 351-357) applies, is subject to the following provisions and to all other applicable provisions of the Act and regulations of the Secretary of Labor thereunder.

(a) *Compensation.* 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 wage and shall be furnished fringe benefits in accordance with the wages and fringe benefits determined by the Secretary of Labor or his authorized representative, as specified in any attachment to this contract. If there is such an attachment, any class of service employees which is not listed therein, but which is to be employed under this contract, shall be classified by the Contractor so as to provide a reasonable relationship between such classifications and those listed in the attachment, and shall be paid such monetary wages and furnished such fringe benefits as are determined by agreement 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. If the interested parties do not agree on a classification or reclassification which is, in fact, conformable, the Contracting Officer shall submit the question, together with his recommendation, to the Office of Special Wage Standards, Employment Standards Administration (ESA), Department of Labor for final determination. Failure to pay such employees the compensation agreed upon by the interested parties or finally determined by the Administrator or his authorized representative shall be a violation of this contract. No employee engaged in performing work on this contract shall in any event be paid less than the minimum wage specified under section 6(a)(1) of the Fair Labor Standards Act of 1938, as amended.

(b) *Adjustment.* 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 Employment Standards Administration, Department of Labor as provided in the Act.

(c) *Obligation to furnish fringe benefits.* 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 fringe benefits, or by making equivalent or differential payments in cash in accordance with the applicable rules set forth in 29 CFR Part 4, Subparts B and C, and not otherwise.

(d) *Minimum wage.* In the absence of a minimum wage attachment for this contract, neither the Contractor nor any subcontractor under this contract shall pay any of his employees 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, as amended. 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.

(e) *Obligations attributable to predecessor contracts.* If this contract succeeds a contract, subject to the Service Contract Act of 1965, as amended, under which substantially the same services were furnished and service employees were paid wages and fringe benefits provided for in a collective bargaining agreement, then in the absence of a minimum wage attachment for this contract neither the Contractor nor any subcontractor under this contract shall pay any service employee performing any of the contract work less than the wages and fringe benefits, provided for in such collective bargaining agreements, to which such employee would be 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 Secretary of Labor or his authorized representative determines 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, or finds, after a hearing as provided in Department of Labor regulations, 29 CFR 4.10, that the wages and fringe benefits provided for in such agreement are substantially at variance with those which prevail for services of a similar character in the locality.

(f) *Notification to employees.* The Contractor and any subcontractor under this contract shall notify each service employee commencing work on this contract of the minimum wage and any fringe benefits required to be paid pursuant to this contract, or shall post a notice of such wages and benefits in a prominent and accessible place at the worksite, using such poster as may be provided by the Department of Labor.

(g) *Safe and sanitary working conditions.* 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.

(h) *Records.* 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 subparagraphs (1) through (5) of this paragraph for each employee subject to the Act and shall make them available for inspection and transcription by authorized representatives of the Employment Standards Administration (ESA), Department of Labor.

- (1) His name and address.
- (2) His work classification or classifications, rate or rates of monetary wages and fringe benefits provided, rate or rates of fringe benefit payments in lieu thereof, and total daily and weekly compensation.
- (3) His daily and weekly hours so worked.
- (4) Any deductions, rebates, or refunds from his total daily or weekly compensation.
- (5) A list of monetary wages and fringe benefits for those classes of service employees not included in the minimum wage attachment to this contract, but for which such wage rates or fringe benefits have been determined by the interested parties or by the Administrator (as defined in 41 CFR 1-12.902-2(c)) or his authorized representative pursuant to the Labor Standards Clause in paragraph (a) of this clause. A copy of the report required in paragraph (m)(1) of this clause shall be deemed to be such a list.

(i) *Withholding of payment and termination of contract.* 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 he, or an appropriate officer of the Department of Labor, decides may be necessary to pay underpaid employees. Additionally, any failure to comply with the requirements of this clause 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) *Subcontractors.* The Contractor agrees to insert this clause relating to the Service Contract Act of 1965 in all subcontracts. The term "Contractor" as used in this clause in any subcontract, shall be deemed to refer to the subcontractor, except in the term "Government Prime Contractor."

(k) *Service employee.* As used in this clause relating to the Service Contract Act of 1965, as amended, the term "service employee" means any person engaged in the performance of a contract entered into by the United States and not exempted under section 7, whether negotiated or advertised, the principal purpose of which is to furnish services in the United States (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); and shall include all such persons regardless of any contractual

relationship that may be alleged to exist between a contractor or subcontractor and such persons.

(l) *Comparable rates.* 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 and would, if so employed, be paid not less than the following rates of wages and fringe benefits:

Employee class: See Attachment A
Monetary wage—fringe benefits: _____

(m) *Contractor's report.* (1) If there is a wage determination attachment to this contract and one or more classes of service employees which are not listed thereon are to be employed under the contract, the Contractor shall report to the Contracting Officer the monetary wages to be paid and the fringe benefits to be provided each such class of service employee. Such report shall be made promptly as soon as such compensation has been determined, as provided in paragraph (a) of this clause.

(2) 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.

(n) *Regulations incorporated by reference.* All interpretations of the Service Contract Act of 1965 expressed in 29 CFR Part 4, Subpart C, are hereby incorporated by reference in this contract.

(o) *Exemptions.* This clause relating to the Service Contract Act of 1965 shall not apply to the following:

(1) Any contract of the United States or District of Columbia for construction, alteration, and/or repair, including painting and decorating of public buildings or public works;

(2) Any work required to be done in accordance with the provisions of the Walsh-Healey Public Contracts Act (41 U.S.C. 35-45);

(3) Any contract for the carriage of freight or personnel by vessel, airplane, bus, truck, express, railway line, or oil or gas pipeline where published tariff rates are in effect, or where such carriage is subject to

rates covered by section 22 of the Interstate Commerce Act;

(4) Any contract for the furnishing of services by radio, telephone, telegraph, or cable companies, subject to the Communications Act of 1934;

(5) Any contract for public utility services, including electric light and power, water, steam, or gas;

(6) Any employment contract providing for direct services to a Federal agency by an individual or individuals;

(7) Any contract with the Post Office Department (U.S. Postal Service), the principal purpose of which is the operation of postal contract stations;

(8) Any services to be furnished outside the United States. For geographic purposes, the "United States" is defined in section 8(d) of the Service Contract Act of 1965 to include any State of the United States, the District of Columbia, Puerto Rico, the Virgin Islands, Outer Continental Shelf lands, as defined in the Outer Continental Shelf Lands Act, American Samoa, Guam, Wake Island, Eniwetok Atoll, Kwajalein Atoll, Johnston Island, and Canton Island. It does not include any other territory under the jurisdiction of the United States or any United States base or possession within a foreign country;

(9) Any of the following contracts exempted from all provisions of the Service Contract Act of 1965, pursuant to section 4(b) of the Act, which exemptions the Secretary of Labor, prior to amendment of such section by Pub. L. 92-473, found to be necessary and proper in the public interest or to avoid serious impairment of the conduct of Government business:

(i) Contracts entered into by the United States with common carriers for the carriage of mail by rail, air (except air star routes), bus, and ocean vessel, where such carriage is performed on regularly scheduled runs of the trains, airplanes, buses, and vessels over regularly established routes and accounts for an insubstantial portion of the revenue therefrom;

(ii) Any contract entered into by the U.S. Postal Service with an individual owner-operator for mail service where it is not contemplated at the time the contract is made that such owner-operator will hire any service employee to perform the services under the contract except for short periods of vacation time or for unexpected contingencies or emergency situations such as illness or accident.

(p) *Special employees.* Notwithstanding any of the provisions in paragraphs (a) through (n) of this clause 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 Pub. L. 92-473, found to be necessary and proper in the public interest or to avoid serious impairment of the conduct of Government business:

(1)(i) 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 of 1965, without diminishing any fringe benefits or cash payments in lieu thereof required under section 2(a)(2) of that Act, in accordance with the 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, (29 U.S.C. 201 et seq.) in the regulations issued by the Administrator (29 CFR Parts 520, 521, 524, and 525).

(ii) The Administrator will issue certificates under the Service contract Act of 1965 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);

(iii) 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.

(2) An employee engaged in an occupation in which he customarily and regularly receives more than \$30 a month in tips may have the amount of his tips credited by his employer against the minimum wage required by section 2(a)(1) or section 2(b)(1) of the Act, in accordance with the regulations in 29 CFR Part 531: *Provided, however,* That the amount of such credit may not exceed \$1.325 per hour beginning January 1, 1978, \$1.305 per hour beginning January 1, 1979, \$1.24 per hour beginning January 1, 1980 and \$1.34 per hour after December 31, 1980. If the employer pays in full cents the \$1.325 figure must be rounded down to \$1.32 and the \$1.305 figure to \$1.30, in order that the employer will not be crediting more than the permissible percentage. [End of clause.]

ATTACHMENT A

CLASSIFICATION AND WAGES OF GOVERNMENT EMPLOYEES

It is anticipated that the following classes of service employees will be utilized in the performance of work under this contract. If employed by the Federal Government, the wage scales and fringe benefits received under 5 USC 5341 would be as indicated:

<u>Labor Classification</u>	<u>Basic Rate</u>	<u>Fringe Benefits</u>
Helicopter Pilot	\$13.06	Life and Health Insurance partly
Fuel Truck Driver	6.97	paid by the Government
Truck Driver	7.62	Retirement
Horse wrangler	6.97	Annual and Sick Leave

The classifications shown above are the wages that would be paid to Federal employees. They are for comparison only and not the wage rates that apply to this project.

Contractors must pay at least the prevailing minimum wage rate to laborers and mechanics on Government projects. However, if a wage determination is contained in the bid package or contract, the wage rates that are contained thereon apply to the project work.

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

C. Lamar Johnson

C. Lamar Johnson, Deputy Administrator

LOCALITY	State: NEVADA	29
	Area: All Counties	
Wage determination number: 79-1123		Date: NOV 13 1978

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 removal of horses in the above LOCALITY:

- | | |
|----------------|--------|
| 1. Laborer | \$4.67 |
| 2. Truckdriver | 5.61 |

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

1/ 2/ 3/

1/ \$.21 an hour or \$8.40 a week or \$36.40 a month.

2/ 1 week paid vacation after 1 year of service with a contractor or successor; 2 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).)

3/ 8 paid holidays per year: New Year's Day, Washington's Birthday, Memorial Day, Independence Day, Labor 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).

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

C. Lamar Johnson

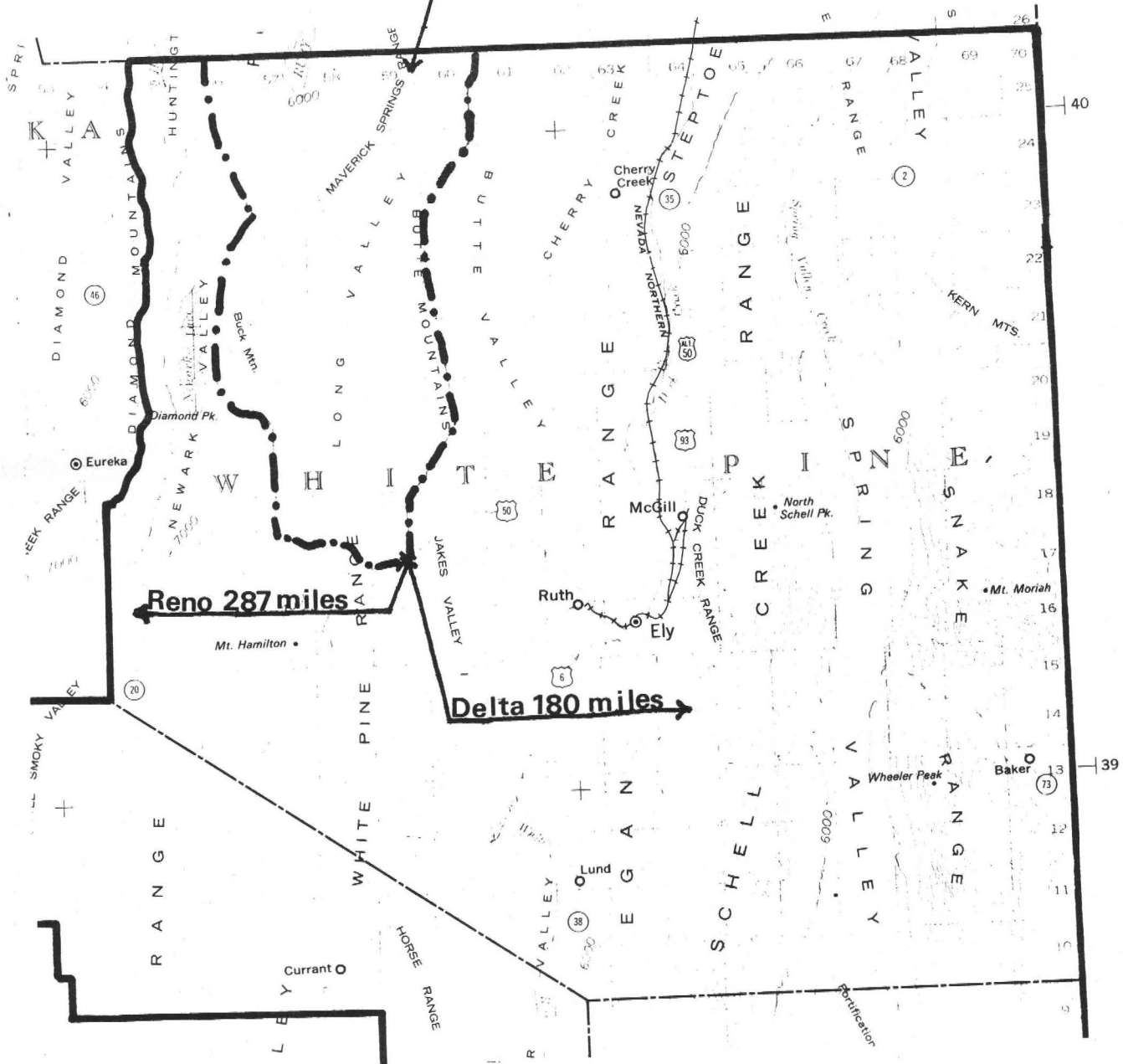
C. Lamar Johnson, Deputy Administrator

LOCALITY	State: NEVADA	29
	Area: All Counties	
Wage determination number: 79-1123		Date: NOV 13 1978

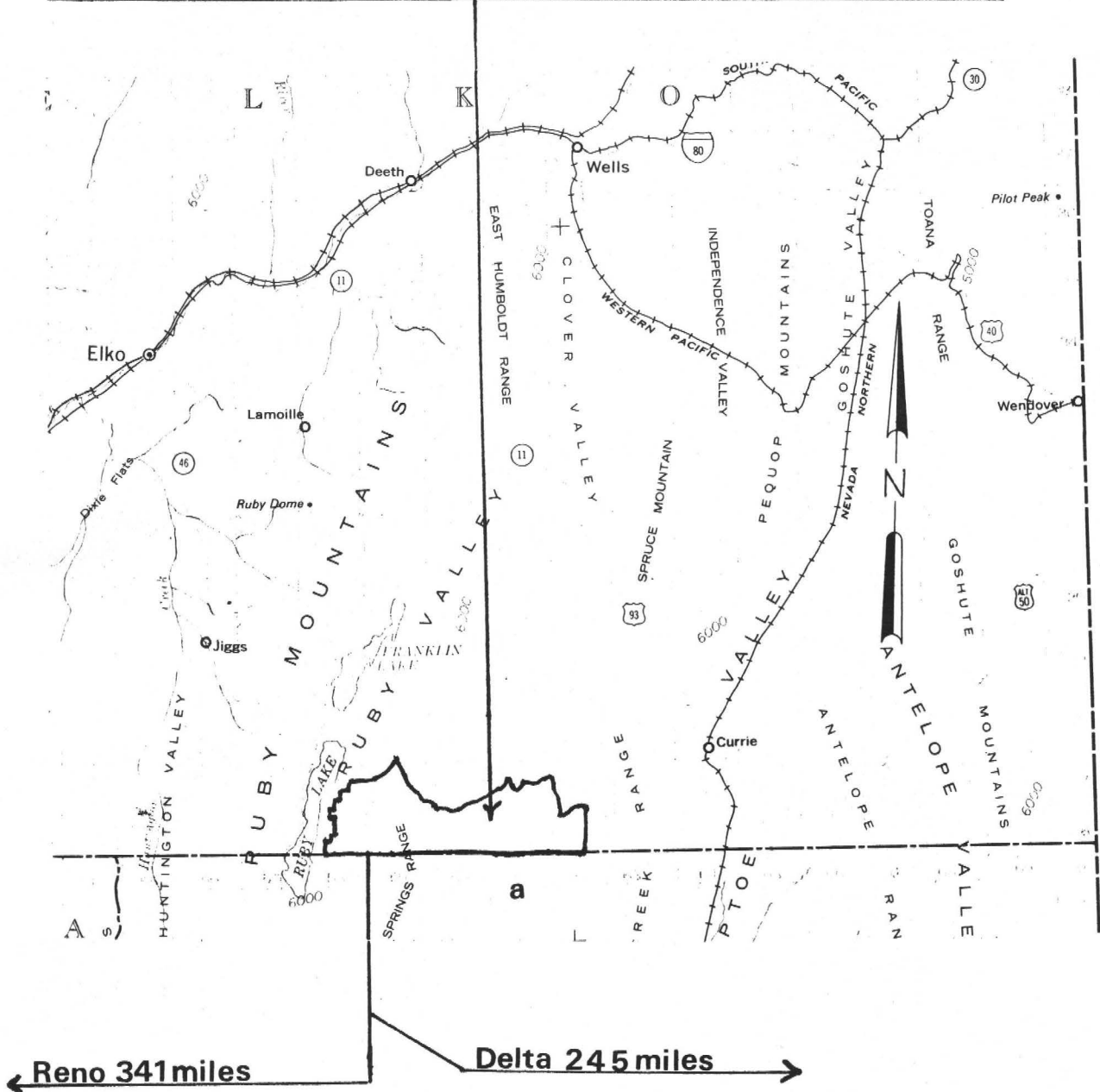
Class of service employee	Minimum hourly wage	Fringe benefit payments			
		Health & Welfare	Vacation	Holiday	Other

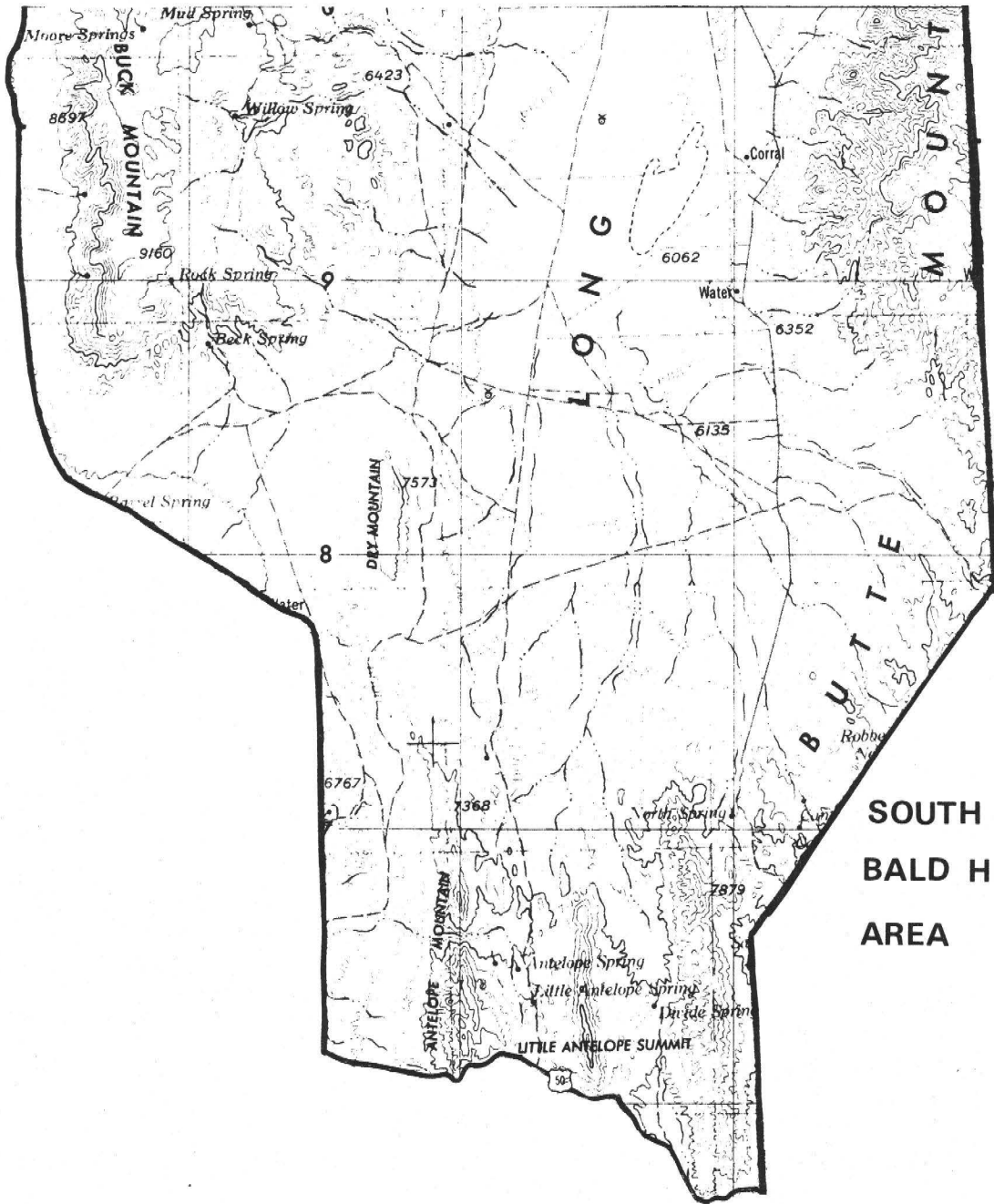
NOTE: Any class of service employee required in the performance of the contract but not listed above shall be classified by the contractor so as to provide a reasonable relationship between such classes and those listed above, and shall be paid such monetary wages as are determined by agreement (evidenced 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).

BUCK-BALD HORSE GATHERING AREA



ELKO COUNTY AREA IN THE BUCK-BALD HORSE GATHER





**SOUTH HALF BUCK-
BALD HORSE GATHERING
AREA**

ELKO COUNTY AREA IN THE BUCK- BALD HORSE GATHER

