



02-SQ-30-0084  
REQUEST FOR QUOTATION  
COMMERCIAL ITEM ACQUISITION  
TOTAL SMALL BUSINESS SET-ASIDE

# Southwestern Willow Flycatcher Studies

Lower Colorado Regional Office  
Boulder City, Nevada

2002



United States Department of the  
Interior  
Bureau of Reclamation

[www.lc.usbr.gov/~g3100](http://www.lc.usbr.gov/~g3100)

PREFACE

**Proposal Submission Instructions**

- (A) Offerors are cautioned to carefully review the proposal submission instructions contained in provision 52.212-1, Instructions to Offerors--Commercial Items, and in Part 5 of this solicitation. Failure to comply with these instructions may result in an offer receiving low evaluation scores.

**Proposal Contents**

- (B) Your complete proposal package should be physically separated into two volumes and include as a minimum:

**Volume One:** Technical Proposal [details listed in Part 5, pages 1 through 3], which addresses the evaluation factors:

- (i) Technical
- (ii) Company Background and Experience
- (iii) Past Performance

**Volume Two:** Price Proposal and other Information [details listed in Part 5, pages 1 through 3], including:

- (i) Completed block numbers 19 through 24 of the SF 1449 for each Schedule [Part 1, pages 3 and 4];
- (ii) Completed Standard Form (SF) 1449 [pages 1 and 2];
- (iii) Representations, Certifications, and Other Statements of Offers [details listed in Part 5, pages 4 through 13]
- (iv) A fully completed Delivery/Completion Schedule [Part 2, page 1]

02-SQ-30-0084

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FOREWORD

The purpose of this study is to monitor the status of the southwestern willow flycatcher in suitable and/or historical riparian and wetland habitats along the LCR. Historically, a substantial number of willow flycatcher may have existed in areas along the LCR (Brown 1902). One of the major factors for the decline of willow flycatchers along the LCR has been habitat changes within riparian systems.

Objectives of the study are to document the presence/absence of southwestern willow flycatchers along the Lower Colorado River; determine the breeding status of the flycatcher; determine nesting success including causes of nest failures, major nest predators, and effects of parasitism; and determine habitat suitability of all survey sites along the Lower Colorado River including the relative importance of native, mixed, and non-native dominated habitats.

Tasks encompass two types of studies. First, general presence/absence surveys are to be conducted along the Lower Colorado River, Virgin River, and Grand Canyon. Second, more intense life history studies are to be completed at four specific sites to study differences in habitat types for the southwestern willow flycatcher including vegetation differences, successional stages, and effects of cowbird parasitism and trapping. The life history studies shall include presence/absence surveys but shall be more in-depth.

This contract is for a base year, the Government may extend the term of this contract by exercise of one or more of the four optional years.

**WBR 1413.500 General. This procurement is being conducted under Federal Acquisition Regulations (FAR) Subpart 13.5 Test Program; simplified acquisition procedures apply and the acquisition is being conducted according to a combination of FAR Parts 12, 13 and 15. The procedural provisions of FAR Parts 12 and 13 apply to this acquisition.**

02-SQ-30-0084

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TABLE OF CONTENTS

Table of Contents . . . . . i-iii

**Part 1 - Order for Commercial Items**

Solicitation/Contract/Order for Commercial Items (SF-1449) . . . . . 1-2

Continuation of Blocks from SF-1449

1. Blocks 19 through 24: Schedule of Supplies, Services and Price . . . . . 3-4

**Part 2 - Contract Clauses**

1. Delivery and Completion of Work . . . . . 1

2. 52.217-9 Option to Extend the Term of the Contract (Mar 2000) . . . . . 1

3. 1452.204-70 Release of Claims--Department of the Interior (Jul 1996) . . . . . 2

4. WBR 1452.242-80 Postaward Conference -- Bureau of Reclamation (Jul 1993) . . . . . 2

5. 52.212-5 Contract Terms and Conditions Required to Implement Statutes or  
Executive Orders--Commercial Items (Feb 2001) . . . . . 2

    52.222-3, Convict Labor (E.O. 11755) . . . . . 2

    52.233-3, Protest After Award (31 U.S.C 3553) . . . . . 2

    52.203-6, Restrictions on Subcontractor Sales to the Government Alternate I . . . . . 2

    52.219-8, Utilization of Small Business Concerns and Small Disadvantaged  
Business Concerns . . . . . 3

    52.219-14, Limitations on Subcontracting (15 U.S.C. 637(a)(14)) . . . . . 3

    52.222-21, Prohibition of Segregated Facilities (Feb 1999) . . . . . 3

    52.222-26, Equal Opportunity (E.O. 11246) . . . . . 3

    52.222-35, Affirmative Action for Disabled Veterans and Veterans of the Vietnam  
Era (38 U.S.C. 4212) . . . . . 3

    52.222-36, Affirmative Action for Workers With Disabilities (29 U.S.C. 793) . . . . . 3

    52.222-37, Employment Reports on Disabled Veterans and Veterans of the Vietnam  
Era (38 U.S.C. 4212) . . . . . 3

    52.225-13, Restrictions on Certain Foreign Purchases . . . . . 3

    52.232-34, Payment by Electronic Funds Transfer--Other than Central Contractor  
Registration . . . . . 4

    52.222-41, Service Contract Act of 1965 . . . . . 4

    52.222-42, Statement of Equivalent Rates for Federal Hires . . . . . 4

52.222-43, Fair Labor Standards Act and Service Contract Act--Price Adjustment  
(Multiple Year and Option Contracts) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.) 4

6. Addendum to 52.212-5, Contract Terms and Conditions Required to Implement Statutes or  
Executive Orders--Commercial Items: . . . . . 5

52.219-6 Notice of Total Small Business Set-Aside (JUL 1996) . . . . . 5

**Part 3 - Statement of Work**

- 1. Background . . . . . 1
- 2. Purpose, Objectives and Authority . . . . . 1
- 3. Requirements . . . . . 2
  - A. Tasks . . . . . 2
  - B. Reporting Requirements . . . . . 6
  - C. Deliverables/Schedule . . . . . 7
  - D. Level of Effort . . . . . 8
  - E. Other Considerations . . . . . 9
  - F. Period of Performance . . . . . 9
- 4. Quality Assurance . . . . . 9
- 5. References . . . . . 9
- 6. Cost . . . . . 9

**Part 4 - Contract Documents, Exhibits or Attachments**

- 1. Attachment No. 1, Tables on Pages 1 through 5
- 2. Attachment No. 2, Maps on Pages 1 through 41 Indicating Occupied Study Areas
- 3. Attachment No. 3, Southwestern Willow Flycatcher Protocol Revision 2000 on  
Pages 1 through 3
- 4. Attachment No. 4 Service Contract Wages for California-Pages 1 through 8, Arizona-Pages  
1 through 8 and Nevada-Pages 1 through 8

**Part 5 - Solicitation Provisions**

(This Part will be removed from the contract document)

- 1. Addendum to 52.212-1, Instructions to Offerors--Commercial Items (Oct 2000) . . . . . 1
  - 1.1 Period for Acceptance of Offers. . . . . 1
  - 1.2 Multiple Awards. . . . . 1
  - 1.3 Submission of offers . . . . . 1
- 2. 52.212-2 Evaluation--Commercial Items (Jan 1999) . . . . . 3

- 3. 52.212-3 Offeror Representations and Certifications--Commercial Items (April 2001)  
Alternate II (Oct 2000) ..... 4
- 4. 1452.215-71 Use and Disclosure of Proposal Information--Department of the Interior  
(Apr 1984) ..... 13

02-SQ-30-0084

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<b>SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS</b>				1. REQUISITION NUMBER <b>01302300015</b>		PAGE OF PAGES 1 112	
<i>OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, &amp; 30</i>							
2. CONTRACT NO.		3. AWARD/EFFECTIVE DATE		4. ORDER NUMBER		5. SOLICITATION NUMBER <b>02-SQ-30-0084</b>	
7. FOR SOLICITATION INFORMATION CALL:		a. NAME <b>Beth A. Murray</b> <b>(e-mail: bmurray@lc.usbr.gov)</b>				b. TELEPHONE NUMBER (No collect calls) <b>(702) 293-8581</b>	
9. ISSUED BY		CODE LC-3112		10. THIS ACQUISITION IS <input type="checkbox"/> UNRESTRICTED <input checked="" type="checkbox"/> SET ASIDE 100 % FOR <input checked="" type="checkbox"/> SMALL BUSINESS <input type="checkbox"/> SMALL DISADV. BUSINESS <input type="checkbox"/> 8(a) NAICS <b>54171</b> SIZE STANDARD: <b>500 employees</b>		11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input type="checkbox"/> SEE SCHEDULE <input type="checkbox"/> 13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)	
<b>Mail to:</b>  <b>Bureau of Reclamation</b> <b>Lower Colorado Regional Office</b> <b>P.O. Box 61470</b> <b>Boulder City NV 89006-1470</b>		<b>Overnight Mail to:</b>  <b>Bureau of Reclamation</b> <b>Lower Colorado Regional Office</b> <b>400 Railroad Avenue</b> <b>Boulder City NV 89005</b>		12. DISCOUNT TERMS		8. OFFER DUE DATE/ LOCAL TIME <b>December 3, 2001</b> <b>@ 3:00 PM</b>	
15. DELIVER TO		CODE		16. ADMINISTERED BY <b>Bureau of Reclamation</b> <b>Lower Colorado Regional Office</b> <b>P.O. Box 61470</b> <b>Boulder City NV 89006-1470</b>		CODE LC-3130	
17a. CONTRACTOR/OFFEROR		CODE		FACILITY CODE		18a. PAYMENT WILL BE MADE BY <b>U.S. Department of the Interior</b> <b>Bureau of Reclamation</b> <b>Reclamation Service Center</b> <b>P.O. Box 25508</b> <b>Denver CO 80225-0508</b>	
TELEPHONE NO.						CODE D-7734	
<input type="checkbox"/> 17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER				18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 16 UNLESS BLOCK BELOW IS CHECKED <input type="checkbox"/> SEE ADDENDUM			
19. ITEM NO.		20. SCHEDULE OF SUPPLIES/SERVICES				21. QUANTITY	
		<b>SEE PARAGRAPH 1. CONTINUATION OF BLOCKS 19 THROUGH 24</b>				22. UNIT	
						23. UNIT PRICE	
						24. AMOUNT	
25. ACCOUNTING AND APPROPRIATION DATA						26. TOTAL AWARD AMOUNT (For Govt. Use Only)	
<input checked="" type="checkbox"/> 27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4. FAR 52.212-3 AND 52.212-5 ARE ATTACHED. ADDENDA <input checked="" type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED.							
<input type="checkbox"/> 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED. ADDENDA <input checked="" type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED.							
28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN <u>1</u> COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED HEREIN. <input checked="" type="checkbox"/>				29. AWARD OF CONTRACT: REFERENCE _____ OFFER DATED _____. YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS: <input type="checkbox"/>			
30a. SIGNATURE OF OFFEROR/CONTRACTOR				31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER)			
30b. NAME AND TITLE OF SIGNER (TYPE OR PRINT)			30c. DATE SIGNED	31b. NAME OF CONTRACTING OFFICER (TYPE OR PRINT)			31c. DATE SIGNED
32a. QUANTITY IN COLUMN 21 HAS BEEN <input type="checkbox"/> RECEIVED <input type="checkbox"/> INSPECTED <input type="checkbox"/> ACCEPTED, AND CONFORMS TO THE CONTRACT, EXCEPT AS NOTED				33. SHIP NUMBER <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL		34. VOUCHER NUMBER	35. AMOUNT VERIFIED CORRECT FOR
32b. SIGNATURE OF AUTHORIZED GOVT. REPRESENTATIVE			32c. DATE	36. PAYMENT <input type="checkbox"/> COMPLETE <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL		37. CHECK NUMBER	
41a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT				42a. RECEIVED BY (Print)		40. PAID BY	
41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER			41c. DATE	42b. RECEIVED AT (Location)			
				42c. DATE REC'D (YY/MM/DD)		42d. TOTAL CONTAINERS	

Public reporting burden for this collection of information is estimated to average 45 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the FAR Secretariat (VRS), Office of Federal Acquisition Policy, GSA, Washington, DC 20405

OMB No.: 9000-0136  
Expires: 09/30/98

**CONTINUATION OF BLOCKS FROM SF-1449**

1. Blocks 19 through 24: Schedule of Supplies, Services and Price

**Schedule A - Base Year**

19. Item No.	20. Schedule of Supplies/Services	21. Quantity	22. Unit	23. Unit Price	24. Amount
1	Provide all supplies and services to perform Willow Flycatcher Studies		Lump Sum	Lump Sum	\$_____
	Total				\$_____

**Schedule B - Option Year 1**

19. Item No.	20. Schedule of Supplies/Services	21. Quantity	22. Unit	23. Unit Price	24. Amount
1	Provide all supplies and services to perform Willow Flycatcher Studies		Lump Sum	Lump Sum	\$_____
	Total				\$_____

**Schedule C - Option Year 2**

19. Item No.	20. Schedule of Supplies/Services	21. Quantity	22. Unit	23. Unit Price	24. Amount
1	Provide all supplies and services to perform Willow Flycatcher Studies		Lump Sum	Lump Sum	\$_____
	Total				\$_____

**Schedule D - Option Year 3**

19. Item No.	20. Schedule of Supplies/Services	21. Quantity	22. Unit	23. Unit Price	24. Amount
1	Provide all supplies and services to perform Willow Flycatcher Studies		Lump Sum	Lump Sum	\$_____
	Total				\$_____

**Schedule E - Option Year 4**

19. Item No.	20. Schedule of Supplies/Services	21. Quantity	22. Unit	23. Unit Price	24. Amount
1	Provide all supplies and services to perform Willow Flycatcher Studies		Lump Sum	Lump Sum	\$_____
	Total				\$_____

## PART 2 - CONTRACT CLAUSES

### 1. Delivery and Completion of Work.

The Table below is to be completed by the offeror and submitted with the initial offer. Offerors that propose a Delivery/Completion time in excess of the Required Delivery/Completion time will not be considered for award. As timely delivery and completion are considered highly important by the Government and are included as an evaluation factor for award, offerors are encouraged to propose a shorter Delivery/Completion Time than required by the Government. The Government reserves the right to award under either the Required Delivery/Completion schedule or the Proposed Delivery/Completion schedule, when an offer proposes an earlier Delivery/Completion schedule than required below.

Delivery/Completion Schedule

Schedule and Year	Description	Required Delivery/Completion Time	Proposed Delivery/Completion Time
Schedule A - Base Year	All tasks and deliverables up to and including the final annual report	March 1, 2003	
Schedule B - Option Year 1	All tasks and deliverables up to and including the final annual report	March 1, 2004	
Schedule C - Option Year 2	All tasks and deliverables up to and including the final annual report	March 1, 2005	
Schedule D - Option Year 3	All tasks and deliverables up to and including the final annual report	March 1, 2006	
Schedule E - Option Year 4	All tasks and deliverables up to and including the final annual report	March 1, 2007	

### 2. 52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT (MAR 2000)

(a) The Government may extend the term of this contract by written notice to the Contractor within 30 calendar days prior to expiration of the contract; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 60 days before the contract expires. The preliminary notice does not commit the Government to an extension.

(b) If the Government exercises this option, the extended contract shall be considered to include this option clause.

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed 60 months or five years.

3. 1452.204-70 Release of Claims--Department of the Interior (Jul 1996)

After completion of work and prior to final payment, the Contractor shall furnish the Contracting Officer with a release of claims against the United States relating to this contract. The Release of Claims form (DI-137) shall be used for this purpose. The form provides for exception of specified claims from operation of the release.

4. WBR 1452.242-80 Postaward Conference -- Bureau of Reclamation (Jul 1993)

(a) Prior to the Contractor starting work, a postaward conference (as described in FAR Subpart 42.5), will be convened by the contracting activity or contract administration office. The Contractor's Project Manager shall attend the conference. If the contract involves subcontractors, a representative of each major subcontractor is also required to attend.

(b) The conference will be held at Bureau of Reclamation, Boulder City, Nevada.

(c) The Contracting Officer and the Contractor will agree to the date and time of the conference after award of the contract. In event of a conflict in schedules, the Contracting Officer shall establish the date for the conference.

(d) The Contractor shall include any associated costs for attendance at the conference in its offer.

5. 52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS--COMMERCIAL ITEMS (FEB 2001)

(a) The Contractor shall comply with the following FAR clauses, which are incorporated in this contract by reference, to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

- (1) 52.222-3, Convict Labor (E.O. 11755).
- (2) 52.233-3, Protest After Award (31 U.S.C 3553).

(b) The Contractor agrees to comply with the FAR clauses in this paragraph (b) that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items or components:

*(Contracting Officer shall check as appropriate.)*

- (1) 52.203-6, Restrictions on Subcontractor Sales to the Government, with Alternate I (41 U.S.C. 253g and 10 U.S.C. 2402).
- (2) 52.219-3, Notice of Total HUBZone Small Business Set-Aside (Jan 1999)

- \_\_\_\_\_ (3) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (Jan 1999) (if the offeror elects to waive the preference, it shall so indicate in its offer).
- \_\_\_\_\_ (4)(i) 52.219-5, Very Small Business Set-Aside (Mar 1999) (Pub. L. 103-403, section 304, Small Business Reauthorization and Amendments Act of 1994).
- \_\_\_\_\_ (ii) Alternate I to 52.219-5.
- \_\_\_\_\_ (iii) Alternate III to 52.219-5.
- (5) 52.219-8, Utilization of Small Business Concerns (15 U.S.C. 637 (d) (2) and (3));
- \_\_\_\_\_ (6) 52.219-9, Small Business Subcontracting Plan (15 U.S.C. 637 (d)(4));
- (7) 52.219-14, Limitations on Subcontracting (15 U.S.C. 637(a)(14)).
- \_\_\_\_\_ (8)(i) 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323) (if the offeror elects to waive the adjustment, it shall so indicate in its offer).
- \_\_\_\_\_ (ii) Alternate I of 52.219-23.
- \_\_\_\_\_ (9) 52.219-25, Small Disadvantaged Business Participation Program--Disadvantaged Status and Reporting (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).
- \_\_\_\_\_ (10) 52.219-26, Small Disadvantaged Business Participation Program--Incentive Subcontracting (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).
- \_\_\_\_\_ (11) 52.222-19, Child Labor--Cooperation with Authorities and Remedies (E.O. 13126).
- (12) 52.222-21, Prohibition of Segregated Facilities (Feb 1999).
- (13) 52.222-26, Equal Opportunity (E.O. 11246).
- (14) 52.222-35, Affirmative Action for Disabled Veterans and Veterans of the Vietnam Era (38 U.S.C. 4212).
- (15) 52.222-36, Affirmative Action for Workers With Disabilities (29 U.S.C. 793).
- (16) 52.222-37, Employment Reports on Disabled Veterans and Veterans of the Vietnam Era (38 U.S.C. 4212).
- \_\_\_\_\_ (17)(i) 52.223-9, Estimate of Percentage of Recovered Material Content for EPA-Designated Products (42 U.S.C. 6962(c)(3)(A)(ii)).
- \_\_\_\_\_ (ii) Alternate I of 52.223-9 (42.U.S.C.6962(i)(2)(C)).
- \_\_\_\_\_ (18) 52.225-1 Buy American Act--Balance of Payments--Supplies (41 U.S.C. 10a -10d).
- \_\_\_\_\_ (19) (i) 52.225-3, Buy American Act--North American Free Trade Agreement--Israeli Trade Act--Balance of Payments Program (41 U.S.C. 10a - 10d, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note).
- \_\_\_\_\_ (ii) Alternate I of 52.225-3.
- \_\_\_\_\_ (iii) Alternate II of 52.225-3.
- \_\_\_\_\_ (20) 52.225-5, Trade Agreements (19 U.S.C. 2501, et seq., 19 U.S.C. 3301 note).
- (21) 52.225-13, Restrictions on Certain Foreign Purchases (E.O. 12722, 12724, 13059, 13067, 13121, and 13129).
- \_\_\_\_\_ (22) 52.225-15, Sanctioned European Union Country End Products (E.O. 12849).
- \_\_\_\_\_ (23) 52.225-16, Sanctioned European Union Country Services (E.O. 12849).
- \_\_\_\_\_ (24) 52.232-33, Payment by Electronic Funds Transfer--Central Contractor Registration (31 U.S.C. 3332).

- (25) 52.232-34, Payment by Electronic Funds Transfer--Other than Central Contractor Registration (31 U.S.C. 3332).
- (26) 52.232-36, Payment by Third Party (31 U.S.C. 3332).
- (27) 52.239-1, Privacy or Security Safeguards (5 U.S.C. 552a).
- (28)(i) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (46 U.S.C. 1241).
- (ii) Alternate I of 52.247-64.

(c) The Contractor shall comply with the FAR clauses in this paragraph (c), applicable to commercial services, which the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or executive orders applicable to acquisitions of commercial items or components:

(Contracting Officer check as appropriate.)

- (1) 52.222-41, Service Contract Act of 1965, As amended (41 U.S.C. 351, et seq.).
- (2) 52.222-42, Statement of Equivalent Rates for Federal Hires (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).
- (3) 52.222-43, Fair Labor Standards Act and Service Contract Act--Price Adjustment (Multiple Year and Option Contracts) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).
- (4) 52.222-44, Fair Labor Standards Act and Service Contract Act--Price Adjustment (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).
- (5) 52.222-47, SCA Minimum Wages and Fringe Benefits Applicable to Successor Contract Pursuant to Predecessor Contractor Collective Bargaining Agreement (CBA) (41 U.S.C. 351, et seq.).
- (6) 52.222-50 Nondisplacement of Qualified Workers (E.O. 12933).

(d) Comptroller General Examination of Record. The Contractor shall comply with the provisions of this paragraph (d) if this contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, and does not contain the clause at 52.215-2, Audit and Records-- Negotiation.

(1) The Comptroller General of the United States, or an authorized representative of the Comptroller General, shall have access to and right to examine any of the Contractor's directly pertinent records involving transactions related to this contract.

(2) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR Subpart 4.7, Contractor Records Retention, of the other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.

(3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This does not require the Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.

(e) Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c) or (d) of this clause, the Contractor is not required to include any FAR clause, other than those listed below (and as may be required by an addenda to this paragraph to establish the reasonableness of prices under Part 15), in a subcontract for commercial items or commercial components--

(1) 52.222-26, Equal Opportunity (E.O. 11246);

(2) 52.222-35, Affirmative Action for Disabled Veterans and Veterans of the Vietnam Era (38 U.S.C. 4212);

(3) 52.222-36, Affirmative Action for Workers with Disabilities (29 U.S.C. 793); and

(4) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (46 U.S.C. 1241) (flow down not required for subcontracts awarded beginning May 1, 1996).

(5) 52.222-41, Service Contract Act of 1965, As Amended (41 U.S.C., et seq.).

6. Addendum to 52.212-5, Contract Terms and Conditions Required to Implement Statutes or Executive Orders--Commercial Items:

52.219-6 NOTICE OF TOTAL SMALL BUSINESS SET-ASIDE (JUL 1996)

(a) Definition.

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

(b) General. (1) Offers are solicited only from small business concerns. Offers received from concerns that are not small business concerns shall be considered nonresponsive and will be rejected.

(2) Any award resulting from this solicitation will be made to a small business concern.

(c) Agreement. A small business concern submitting an offer in its own name agrees to furnish, in performing the contract, only end items manufactured or produced by small business concerns in the United States. The term "United States" includes its territories and possessions, the Commonwealth of Puerto Rico, the Trust Territory of the Pacific Islands, and the District of

Columbia. If this procurement is processed under simplified acquisition procedures and the total amount of this contract does not exceed \$25,000, a small business concern may furnish the product of any domestic firm. This paragraph does not apply in connection with construction or service contracts.

Regarding clause 52.222-42, Statement of Equivalent Rates for Federal Hires, the classes of service employees expected to be employed under the contract and the agency wages and fringe benefits payable to each is as follows:

Employee Class	Monetary Wage	Fringe Benefits	Fringe Benefits
Biologist	\$27.23/hour	\$37.95	Include paid vacation days, sick leave, health insurance, and retirement benefits; the total value of the benefit package varies on a case-by-case basis.
Biologist Technician	\$12.23/hour	\$18.98	

## **PART 3 - Statement of Work**

### **SOUTHWESTERN WILLOW FLYCATCHER STUDIES**

#### **1. BACKGROUND**

The southwestern willow flycatcher (*Empidonax traillii extimus*) is one of five subspecies of willow flycatcher recognized in North America. The breeding ranges of the five subspecies are not well known because of lack of breeding specimens, both in the East, where the species is apparently expanding its range, and in the West, where ranges are contracting (Browning, 1993). Subspecies designation is based on subtle differences in color and morphology. The breeding range of *E.t. extimus* includes Arizona, southern California, New Mexico, southern Nevada, southern Utah, southwestern Colorado, western Texas and extreme northwestern Mexico. Migration patterns are largely unknown though southwestern willow flycatchers are thought to winter in Mexico, Central America, and northern South America.

The factors contributing to the decline of willow flycatcher populations are loss and fragmentation of riparian habitat, invasion of exotic plant species, predation and parasitism, and loss of wintering habitat. The southwestern willow flycatcher (SWWF) is a riparian obligate bird restricted to dense riparian vegetation. The U.S. Fish and Wildlife Service (USFWS) listed *E.t. extimus* as an endangered species in March 1995 [ Federal Register 60 (38): 10694]. The willow flycatcher is classified as state endangered with the Arizona Game and Fish Department and California Department of Fish and Game.

The U.S. Bureau of Reclamation (USBR) and the USFWS, in conjunction with the San Bernardino County Museum, has been conducting surveys for the presence of southwestern willow flycatchers along the lower Colorado River (LCR) since 1996. These study efforts were conducted because although historical records for breeding willow flycatchers exist along the LCR, prior to the USBR surveys very few birds had been documented in over 50 years.

#### **2. PURPOSE, OBJECTIVES AND AUTHORITY**

##### Purpose

The purpose of this study is to monitor the status of the southwestern willow flycatcher in suitable and/or historical riparian and wetland habitats along the LCR. Historically, a substantial number of willow flycatcher may have existed in areas along the LCR (Brown 1902). One of the major factors for the decline of willow flycatchers along the LCR has been habitat changes within riparian systems.

##### Objectives

Objectives of the study are to document the presence/absence of southwestern willow flycatchers along the Lower Colorado River; determine the breeding status of the flycatcher;

determine nesting success including causes of nest failures, major nest predators, and effects of parasitism; and determine habitat suitability of all survey sites along the Lower Colorado River including the relative importance of native, mixed, and non-native dominated habitats.

In obtaining data relative to the continued existence of the southwestern willow flycatcher, USBR is furthering its mission by protecting wildlife resources in an environmentally and economically sound manner in the interest of the American public.

#### Authority

This contract is entered into pursuant to the Endangered Species Act of 1973 as amended and supplemented; the Fish and Wildlife Coordination Act of 1934 as amended.

### **3. REQUIREMENTS**

**A. Tasks** - Tasks represented in this section encompass two types of studies. First, general presence/absence surveys are to be conducted along the Lower Colorado River, Virgin River, and Grand Canyon. Second, more intense life history studies are to be completed at four specific sites to study differences in habitat types for the southwestern willow flycatcher including vegetation differences, successional stages, and effects of cowbird parasitism and trapping. The life history studies shall include presence/absence surveys but shall be more in-depth as described below.

**1. Presence/absence Surveys** - Southwestern willow flycatcher surveys **shall** be conducted using a protocol of 10 survey days per site with at least one survey between May 15 and June 1, at least one survey between June 1 and June 15, and 8 surveys evenly distributed between June 15 and July 25. The surveys shall be conducted using a minimum of the USFWS Southwestern Willow flycatcher Protocol Revision 2000 for Project-Related Surveys, and the protocol outlined in "*Nest Cycles, Vocalizations, and Survey Protocols of the Endangered Southwestern Willow Flycatcher (Empidonax traillii extimus)*" (Braden and McKernan. 1998). Surveys shall be conducted once every 5 days and shall be conducted from ½ hour before dawn to 10:00 am. Vocalization tapes shall be used that include all southwestern willow flycatcher vocalizations. Surveys shall be conducted slowly within and throughout the habitat to increase probability of detection. Surveyors shall be thoroughly trained to recognize all calls of the southwestern willow flycatcher especially the fitz-bew and whit calls. Sightings shall be recorded using data sheets approved by the Arizona Game and Fish Department and filled out to the fullest extent possible. Forms may be obtained from the Arizona Game and Fish Department, Nongame Branch, Tracey McCarthey, 2221 West Greenway Rd., Phoenix, AZ 85023. A special notation shall be made of any birds sighted with bands. Surveys shall be conducted on approximately 136 survey sites in 40 to 45 study areas including life history study areas. Maps showing the locations of occupied willow flycatcher study areas and approximate locations of survey sites are attached along with a table showing site names, acreage of site, and legal description of center of sites. As

site conditions may change over time, areas on map are just approximations. Reclamation biologists will confirm site locations with contractor by April 15 for each year of the study, approximately one month before surveys are to be conducted.

When a territorial bird is located, the contractor shall conduct nest searches. If a nest is located, the contractor shall complete nest monitoring as listed below and collect a series of habitat and physical measurements around the nesting site. Measurements shall include vegetation characteristics of the site, nest site characteristics, and physical microhabitat measures, such as soil moisture, temperature.

The contractor shall plot all detections, territories, and nest sites on a U.S.G.S. 7.5 minute topographic site map and aerial photograph of the site. Center points of territories and nest locations shall be plotted using Global Positioning System (GPS). All survey site boundaries, regardless of occupation, shall also be mapped and plotted using GPS (see maps section).

- Site Description - One site is defined as one contiguous area that can be surveyed by one person in a morning. A study area is defined as a grouping of sites in a closely related geographic area. A general site description shall be given by the contractor including major types of vegetation, approximate distance to surface water, soil moisture, percent of site with saturated soils and standing water, acreage of site. The site boundary shall be recorded by the contractor using a GPS. Original site names and boundaries shall remain constant throughout the study. Changes, deletions, and additions shall be explained in writing to USBR.
- Nest Monitoring - All sites shall be monitored for the presence of nests. All nests shall be recorded on data sheets indicating number of nests per site, clutch size, number of hatchlings and fledglings, nest substrate, and height of nest above ground. Parasitism, predation and human disturbance shall also be recorded. A nest shall only be reported as "successful" by documenting fledglings near the nest or in surrounding areas. If no fledglings are found after the assumed fledge date, this information shall be noted, but success will not be determine in this manner. Nest monitoring procedures for all species shall follow guidelines established in Ralph et al 1993 and Rourke et al 1999.
- Banding - The contractor shall band all adults and juvenile birds. The contractor shall mark (band) territorial willow flycatchers with a USFWS leg band and a unique combination of color leg bands so individual birds can be positively identified. General banding information shall be collected for each bird and recorded on banding data sheets.

**2. Life History Studies** - Ongoing life history studies shall be completed on four study areas: Topock Marsh (non-native habitat), Mormon Mesa (mixed habitat), Pahranaagat (mature native) National Wildlife Refuge, and Mesquite West (early successional native to mixed habitat). Life history studies have been conducted on all of these areas except Mesquite West since 1996. Before 2000, the Mesquite West site was considered unsuitable for SWWF because of sparse vegetative structure and dryness of the site. Since 2000, the site has become a dense stand of willow and tamarisk and has extensive use by SWWF.

The studies shall include presence/absence surveys and all associated tasks listed above, in-depth vegetation sampling of the whole habitat block, nest monitoring including predation and parasitism rates, banding of both juvenile and adult birds, and a habitat analysis. The habitat analysis shall include monitoring of microclimatic conditions of soil moisture, temperature and humidity utilizing data loggers, percentage of standing water, and distance to nearest water source. An analysis of nest substrate and selection sites, vegetation analysis of nesting area, and dispersal would also be included. All habitat measurements collected in a specific territory shall also be replicated in unused sites of similar structure to assess habitat requirements by willow flycatchers. Cowbird parasitism studies shall also be included in these areas. See below for more details on the cowbird trapping.

Cowbird Trapping - Cowbird trapping shall be conducted in the four life history study areas as stated above. As many traps as needed shall be deployed at each study site in order that all areas of the occupied habitat are under the influence of trapping. The most current published information available on trapping protocols shall be used to implement this portion of the contract. A maximum of 4 traps will be needed at each study area. The number of traps will be determined by USBR biologists in cooperation with the contractor based on landscape characteristics and acreage of site.

**3. Meetings** - For each year of the contract, the contractor's field supervisor shall attend monthly meetings with USBR technical staff during the field season from May to August to discuss ongoing surveys, findings and logistics associated with the field surveys. Meetings will be held either on site or at the USBR in Boulder City, NV. Quarterly meetings (September, December, June, March) will be held to discuss status of reports, findings, issues, etc. During the September meeting GIS data that has been compiled by the contractor shall be delivered to USBR's GIS personnel.

**4. Data** - All data collected by the contractor shall be the property of the USBR. If incidental data is documented on species other than the southwestern willow flycatcher while conducting SWWF related work, this data will also be the property of USBR. All information collected on these species shall be included as appendices to the final report. All publications related to this contract shall be submitted to USBR for review prior to publication.

Data shall be recorded by the contractor using the Arizona Partners in Flight detection survey forms as their primary field recording sheet. All other recording forms shall be approved by USBR, USFWS, and Arizona Game and Fish. Raw data sheets and GPS electronic data shall be provided to the USBR at the September meeting. The detection survey forms listed above shall be submitted directly to Arizona Game and Fish with copies to USBR by September 1<sup>st</sup> of each survey year.

**5. Maps** - Contractor shall provide USBR GIS with map or maps identifying areas to be included in the upcoming survey. USBR will provide the contractor geo-referenced black and white maps showing recent satellite imagery of the areas. The scale of these maps will be no smaller than 1:18,000. Additional copies can be provided if requested. The contractor shall provide USBR locational southwestern willow flycatcher information by one of three methods, or combination thereof:

a) As features drawn on the maps USBR will provide as stated above. Areas (e.g., occupied sites, study areas) shall be drawn as closed polygons. Points (e.g., nest locations), shall be drawn as dots.

b) As features drawn on USGS 7.5 minute quadrangle maps. Areas shall be drawn as closed polygons. Points shall be drawn as dots.

c) As exportable GPS files in ASCII format. Coordinates must be in the UTM Zone 11 coordinate system, NAD-27 datum, and in meters. Horizontal accuracy must be +/- 10 meters. In the event uncorrected GPS positions do not meet this requirement, contractor must differentially correct positions to within +/- 10 meters horizontal accuracy.

With each method, features must be identified with a unique site name and any other information that is desired in the subsequent GIS database. USBR GIS personnel will use the above information to develop ArcInfo coverages and to print maps, tables, and statistical summaries for incorporation into the annual report.

**6. Permits** - The Contractor shall obtain all permits necessary to conduct presence/absence surveys, nest monitoring, and banding. The contractor shall also obtain all rights of way permits for surveys on public, tribal and private lands. Permits shall be in place prior to surveys conducted. Permits shall need to be obtained from the following entities with copies of all permits given to the USBR Representative:

- **Arizona Game and Fish** - Nongame Branch, Tracey McCarthey, 2221 West Greenway Rd., Phoenix, AZ 85023.
- U.S. Fish and Wildlife Service -
  - A) Division of Endangered Species/Permits - Ecological Service U.S. Fish and Wildlife Service, P.O. Box 1306, Albuquerque, NM 87103 (505) 766-3972
  - B) Imperial National Wildlife Refuge - P.O. Box 72217, Martinez Lake, AZ 85365 (520) 783-0652

C) Cibola National Wildlife Refuge - Mike Hawkes, Rt 2, Box 138, Cibola, AZ 85328 (520) 857-3420

D) Bill Williams River National Wildlife Refuge - Dick Gilbert, 60911 Hwy 95, Parker, AZ 85344 (520) 667-4144

E) Havasu National Wildlife Refuge - Greg Wolf 317 Mesquite Ave., Needles, CA 92363 (760) 326-3853

- **National Park Service -**
  - A) Grand Canyon National Park - Senior Scientist 2500 South Pine Knoll Drive, NAU Box 4106, Flagstaff, AZ 86001 (520) 556-2159
  - B) Lake Mead National Recreation Area - 601 Nevada Highway, Boulder City, NV 89005. (702) 293-8907
- **Any tribal entities** including:
  - Colorado River Indian Tribe, P.O. Box 777, Parker, AZ 85344
  - Hualapai Tribe- P.O. Box 300 Peach Springs, AZ 86434
- Any other federal and state agencies that have land where surveys will take place.
- Permission from private landowners where surveys will take place.

## **B. Reporting requirements**

1. The contractor shall submit monthly reports of all field and post-field activities to USBR (April to September of the year of contract award or exercise of option year). These reports may be e-mailed or faxed to USBR, and consist of a brief description of field activities, bird sightings, and issues and concerns (e.g. fire in one of the sights, trespass issues, cows on sight, disturbance, etc.).
2. The contractor shall submit a draft Annual Report for the year's Spring/Summer surveys to the USBR by December 1<sup>st</sup>. After review by USBR and receiving comments addressing the need for corrections, revisions and/or additions, the contractor shall re-submit the draft annual report to USBR by February 1<sup>st</sup> of the following year. The contractor shall submit a photo-ready final Annual Report, which incorporates all revisions, corrections, and/or additions agreed upon by USBR and the contractor by March 1<sup>st</sup>.

The report shall include a summary of the field season data, including presence/absence surveys, nesting data, and banding data along with any findings or significant outcomes. Specific sections include but not limited to: 1) a description of the study area, 2) methods used in site selection, vegetation data collection, nest monitoring methods, southwestern willow flycatcher survey techniques and banding techniques, 3) results of surveys, nest monitoring, and banding for each specific site surveyed including a detailed description of the survey site. 4) Discussion of observations during study, analysis of data for surveys, and nest monitoring and banding including but not restricted to nest success, habitat affinities, dispersal, and comparison of vegetation usage by willow flycatchers. The report shall include tables and figures to represent the data along with summaries of surveys, nesting and banding. The report shall also include maps in GIS format of sites surveyed.

3. A final summary report shall be completed on March 1<sup>st</sup> of the year following the last year of contract performance. A draft of this summary report shall be delivered for review by USBR by December 1<sup>st</sup> of the last year of contract performance and shall include all the above requirements in number 2 for the last year of the study, a final summary of all surveys, nesting, banding, life history studies, and cowbird trapping studies, discussion of findings, and management recommendations for each study area. This technical report shall also address southwestern willow flycatcher management concerns and needs as related to the contractor by USBR biologists. This report shall be of the quality necessary for publication in a major ornithological journal, and may be sent out for review by USBR to professional ornithologists outside of USBR.

### **C. Deliverables/Schedule**

Item	Quantity	Delivery Date	Delivery Point
Draft Annual Report	5	December 1, 2002 (Schedule A) December 1, 2003 (Schedule B, Optional) December 1, 2004 (Schedule C, Optional) December 1, 2005 (Schedule D, Optional) December 1, 2006 (Schedule E, Optional)	COR
Final Annual Report	1 photo-ready	March 1, 2003 (Schedule A) March 1, 2004 (Schedule B, Optional) March 1, 2005 (Schedule C, Optional) March 1, 2006 (Schedule D, Optional) March 1, 2007 (Schedule E, Optional)	COR
Draft Summary Report	5	December 1st of the last year of contract performance	COR
Final Summary Report	1 photo-ready	March 1 <sup>st</sup> of the year following the last year of contract performance	COR

Raw data, GPS data electronically	all data sheets, disks	September 1, 2002 (Schedule A) September 1, 2003 (Schedule B, Optional) September 1, 2004 (Schedule C, Optional) September 1, 2005 (Schedule D, Optional) September 1, 2006 (Schedule E, Optional)	COR
Permits (copies to USBR)	all needed as stated above	Prior to any field work each year.	Federal, State, Tribal entities requiring permits with copies to COR.
Monthly Reports	1 each month from April-September	the 10 <sup>th</sup> day of the month	COR
Meetings	monthly during field season Quarterly off season		USBR, Boulder City, NV or on-site visits.

Addresses - The deliverables shall be submitted to the following USBR, Contractor Officers Representative address is:

- (1) Contracting Officer Representative, Theresa Olson  
USBR-Lower Colorado Region  
Attention: LC-2306  
P.O. Box 61470  
Boulder City, NV 89006-1470

#### **D. Level of Effort**

The contractors field staff shall consist of one overall supervisor, at least one field supervisor with day to day knowledge of field activities, 17 to 25 experienced field biologists with willow flycatcher sight and vocalization identification experience and/or training to conduct all surveys. The field biologists and supervisors shall specifically be trained in survey techniques of the southwestern willow flycatcher. The contractor or field supervisor shall respond to correspondence in a timely and professional manner.

### **E. Other Considerations**

The contractor and USBR technical staff will coordinate to provide and interpret available knowledge on the occurrence, biology, and habitat affinities of the Southwestern Willow Flycatcher during the quarterly meetings.

Acquisition of equipment such as boats, vehicles, all terrain vehicles, GPS units, data loggers is the responsibility of the Contractor.

### **F. Period of Performance**

The contractor shall begin surveys in May 2002 and completion of the studies will culminate in the production of the summary report by March 1 of the last year of the contract. This contract is a one year contract with the potential for as many as four option years. If the option year is not granted, all tasks and deliverables shall be completed by March 1<sup>st</sup> of the year following the last completed field season. If all option years are granted, all tasks and deliverables shall be completed by March 1, 2007.

## **4. QUALITY ASSURANCE**

USBR technical representative in Boulder City, NV or others assigned by USBR will review all reports, raw data for completeness and accuracy as they are submitted. All reviews shall be completed within two weeks of receipt of reports, etc. Written and/or comments shall be given to the contractor after the reviews have been completed.

A USBR field biologist will inspect the surveys by conducting on-site visits and observing surveyors as they work every two to four weeks.

## **5. REFERENCES**

**A. Exhibits** - Maps of study sites to be surveyed for southwestern willow flycatchers along the LCR along with tables including site names, legal locations, and acreage of sites are included in this solicitation in Part 4.

A copy of the 2000 revised protocol from U.S. Fish and Wildlife Service is included in Part 4.

### **B. References**

Braden, G.T. and R. L. McKernan. 1998. Nest Cycles, Vocalizations, and Survey Protocols of the Endangered Southwestern Willow Flycatcher (*Empidonax Traillii Extimus*). For U.S. Bureau of Reclamation, Lower Colorado River Regional Office, Boulder City, NV. San Bernardino County Museum, Redlands, CA. 36 pp.

Ralph, C. J., G. R. Geupel, P. Pyle, T. E. Martin and D. F DeSante. 1993. Handbook of field methods for monitoring landbirds. Gen. Tech. Rep. PSW-GTR-144. Albany, CA: Pacific Southwest Research Station, Forest Service, U. S. Department of Agriculture, 41pp.

Rourke, James W., T.D. McCarthy, R.F. Davidson, and A. M. Santaniello. 1999. Southwestern willow flycatcher nest monitoring protocol. Nongame and Endangered Wildlife Program Tech. Rep. 144. Arizona Game and Fish Dept., Phoenix, Arizona.

Sogge, M.K., et al. 1997. A Southwestern Willow Flycatcher Natural History Summary and Survey Protocol. Technical Report NPS/NAUCPRS/NRTR-97/12. National Park Service, U.S. Department of the Interior. Colorado Plateau Research Station, Northern Arizona University, AZ. 36 pp.

Attachments (included in Part 4)

1. Table
2. Maps
3. 2000 protocol from USF&WS

## **6. COST**

The cost for completion of all work shall be included in the lump sum price bid in the schedule.

**Part 4 - Contract Documents, Exhibits, and Attachments**

1. The tables on pages number 1 through 5 include the study areas, site names and legal locations of study sites and the maps on page numbers 1 through 30 indicate the study sites for southwestern willow flycatcher surveys along the Lower Colorado River.

2. The maps on pages number 1 through 41 indicate occupied willow flycatcher study areas from 1996-1999 along the Lower Colorado River.

3. The 2000 revised protocol from U.S. Fish and Wildlife Service on pages number 1 through 3.

4. The Service Contract Wages for Nevada, Arizona and California on pages number 1 through 24.

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**Attachment No. 1**

**Note:** This Attachment is not available online. Please contact the issuing office to request paper copies by mail:

Contact Amy Dahlke, Procurement Technician, at telephone No. 702-293-8779, fax No. 702-293-8499, or e-mail address [adahlike@lc.usbr.gov](mailto:adahlike@lc.usbr.gov).

Please include your complete mailing address and a contact name and telephone number with your request.

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**Attachment No. 4**

**Note:** The Service Contract Act wage rates for this solicitation are text files located at:

[www.lc.usbr.gov/~g3100/wages/94-2331r18.txt](http://www.lc.usbr.gov/~g3100/wages/94-2331r18.txt)

[www.lc.usbr.gov/~g3100/wages/94-2027r15.txt](http://www.lc.usbr.gov/~g3100/wages/94-2027r15.txt)

[www.lc.usbr.gov/~g3100/wages/94-2053r18.txt](http://www.lc.usbr.gov/~g3100/wages/94-2053r18.txt)

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**PART 5 - SOLICITATION PROVISIONS**

(This Part will be removed from the contract document)

## 1. Addendum to 52.212-1, Instructions to Offerors--Commercial Items (Oct 2000)

1.1 Period for Acceptance of Offers. The offeror agrees to hold the prices in its offer firm for 60 calendar days from the date specified for receipt of offers.

1.2 Multiple Awards. Paragraph (h) of 52.212-1 is not applicable to this acquisition. There will not be multiple awards made on this acquisition. Offerors should complete the schedules of prices in entirety. Offerors not providing prices for all items will be considered unacceptable and shall not be considered for award.

1.3 Submission of offers. In addition to the items listed in paragraph (b) of 52.212-1, the following proposal instructions apply:

(a) Arrangement of Proposal. The proposal shall consist of two physically separated volumes. The required number of copies for each volume are shown below:

Volume	Title	Copies Required
1	Technical Proposal	4
2	Pricing Proposal and Other Information	3

(b) Volume One: Technical proposal shall contain information that addresses the following:

- (1) The Offeror's knowledge and expertise in conducting previous southwestern willow flycatcher present/absent studies using USFWS protocol.
- (2) The Offeror's knowledge and expertise in conducting nest monitoring and banding of southwestern willow flycatchers.
- (3) The Offeror's knowledge and expertise of data collection techniques including the use of GPS and database programs.
- (4) The Offeror's knowledge and expertise in previous use of survey forms for presence/absence, nest monitoring, and banding data for southwestern willow flycatchers.

(5) The Offeror's capability to produce various documents on southwestern willow flycatcher present/absent and nest monitoring studies including professional reports.

(6) The Offeror's knowledge and expertise to supervise several field crews working in different areas at one time.

(7) The Offeror's capability to acquire necessary right-of-way permits, and USFWS endangered species permits for presence/absence surveys, nest search and monitoring, and banding.

(8) The Offeror's knowledge and expertise in cowbird trapping and monitoring programs.

(9) The Offeror's company background and experience over the last five years in performing projects which are similar to the work required to be performed under this solicitation will be evaluated.

(10) The Offeror's past performance over the last five years in performing projects which are similar to the work required to be performed under this solicitation will be evaluated. Provide a list which includes:

- Customer's name, address, and phone number
- Final or current dollar amount of contract
- Contract number;
- Dates of performance; and
- A brief description of the scope of work of the project.

NOTE: In addition to the past performance information submitted with your proposal, Reclamation may gather additional information from other sources both inside and outside the Government.

(c) Volume Two: Price Proposal and Other Information. The Offeror's price information shall be physically separate from the technical proposal (Volume 1) to permit objective evaluation of the technical proposal. Volume Two shall contain:

- (a) A fully executed copy of Standard Form 1449 "Solicitation/Contract/Order for Commercial Items";
- (b) A fully completed set of the "Continuation of Blocks from SF-1449" (Schedules A through E) with a price entered for each schedule.
- (c) A fully executed and completed copy of the provision entitled "52.212-3 Offeror Representations and Certifications--Commercial Items."

(d) A fully completed Delivery/Completion Schedule which provides a date on each of the five schedules (Schedules A through E).

2. 52.212-2 Evaluation--Commercial Items (Jan 1999)

(a) The Government will award a contract resulting from this solicitation to the responsible offeror whose offer conforming to the solicitation will be most advantageous to the Government, price and other factors considered. The following factors shall be used to evaluate offers:

1. Technical. A total of 40 percent. Specific evaluation items and evaluation weight are listed below:

A. Knowledge and expertise in conducting previous southwestern willow flycatcher present/absent studies using USFWS protocol (5 percent of the total evaluation weight).

B. Knowledge and expertise in conducting nest monitoring and banding of southwestern willow flycatchers (5 percent of the total evaluation weight).

C. Knowledge and expertise of data collection techniques including the use of GPS and database programs (5 percent of the total evaluation weight).

D. Knowledge and expertise in previous use of survey forms for presence/absence, nest monitoring, and banding data for southwestern willow flycatchers (5 percent of the total evaluation weight).

E. Capability to produce various documents on southwestern willow flycatcher present/absent and nest monitoring studies including professional reports (5 percent of the total evaluation weight).

F. Knowledge and expertise to supervise several field crews working in different areas at one time (5 percent of the total evaluation weight).

G. Capability to acquire necessary right-of-way permits, and USFWS endangered species permits for presence/absence surveys, nest search and monitoring, and banding (5 percent of the total evaluation weight).

H. Knowledge and expertise in cowbird trapping and monitoring programs (5 percent of the total evaluation weight).

2. The Offeror's proposed price is 25 percent of the total evaluation weight.

3. The Offeror's company background and experience is 15 percent of the total evaluation weight. The Offeror's background and experience over the last five years in performing projects which are similar to the work required to be performed under this solicitation will be evaluated.

4. The Offerors past performance is 15 percent of the total evaluation weight. The offerors past performance over the last five years in performing projects which are similar to the work required to be performed under this solicitation will be evaluated. Offeror's with no relevant past performance history or for whom past performance information is not available will receive scores of 50 percent of the evaluation weight for past performance. To be eligible to receive this neutral rating, offerors must provide in their proposal a confirmation that they have no relevant past performance, and an explanation as to why past performance information is not available. Offerors who include neither past performance information with their proposal nor a confirmation of no relevant past performance will not be eligible to receive the neutral rating.

5. Delivery/completion time is 5 percent of the total evaluation weight. The Delivery/Completion Schedule on page 7 shall be completed by the offeror and submitted with the initial offer. Offerors that propose a Delivery/Completion time in excess of the Required Delivery/Completion time will not be considered for award. The offeror who submits the earliest Delivery/Completion time for the completion of all work shall receive 5 percent, the full evaluation weight for the factor. Ratings for other offeror's will be prorated accordingly.

Technical, past performance and delivery when combined, are 75 percent when compared to price at 25 percent.

(b) Options. The Government will evaluate offers for award purposes by adding the total price for all optional schedules (Schedules B through E) to the base price (Schedule A). Evaluation of optional schedules shall not obligate the Government to exercise the option(s).

(c) A written notice of award or acceptance of an offer, mailed or otherwise furnished to the successful offeror within the time for acceptance specified in the offer, shall result in a binding contract without further action by either party. Before the offer's specified expiration time, the Government may accept an offer (or part of an offer), whether or not there are negotiations after its receipt, unless a written notice of withdrawal is received before award.

### 3. 52.212-3 OFFEROR REPRESENTATIONS AND CERTIFICATIONS--COMMERCIAL ITEMS (APR 2001) ALTERNATE II (OCT 2000)

(a) Definitions. As used in this provision:

"Emerging small business" means a small business concern whose size is no greater than 50 percent of the numerical size standard for the NAICS code designated.

"Service-disabled veteran-owned small business concern"--

(1) Means a small business concern--

(i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and

(ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.

(2) Service-disabled veteran means a veteran as defined in 38 U.S.C. 101(2), with a disability that is service connected, as defined in 38 U.S.C. 101(16).

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

“Veteran-owned small business concern” means a small business concern--

(1) Not less than 51 percent of which is owned by one or more veterans (as defined in 38 U.S.C. 101(2)) or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; and

(2) The management and daily business operations of which are controlled by one or more veterans.

“Women-owned small business concern” means a small business concern--

(1) Which is at least 51 percent owned by one or more women or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and

(2) Whose management and daily business operations are controlled by one or more women.

“Women-owned business concern” means a concern which is at least 51 percent owned by one or more women; or in the case of any publicly owned business, at least 51 percent of its stock is owned by one or more women; and whose management and daily business operations are controlled by one or more women.

(b) Taxpayer Identification Number (TIN) (26 U.S.C. 6109, 31 U.S.C. 7701). (Not applicable if the offeror is required to provide this information to a central contractor registration database to be eligible for award.)

(1) All offerors must submit the information required in paragraphs (b)(3) through (b)(5) of this provision to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325(d),

reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M, and implementing regulations issued by the Internal Revenue Service (IRS).

(2) The TIN may be used by the Government to collect and report on any delinquent amounts arising out of the offeror's relationship with the Government (31 U.S.C. 7701(c)(3)). If the resulting contract is subject to the payment reporting requirements described in FAR 4.904, the TIN provided hereunder may be matched with IRS records to verify the accuracy of the offeror's TIN.

(3) Taxpayer Identification Number (TIN).

- TIN: \_\_\_\_\_
- TIN has been applied for.
- TIN is not required because:
- Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the United States and does not have an office or place of business or a fiscal paying agent in the United States;
- Offeror is an agency or instrumentality of a foreign government;
- Offeror is an agency or instrumentality of the Federal Government.

(4) Type of organization.

- Sole proprietorship;
- Partnership;
- Corporate entity (not tax-exempt);
- Corporate entity (tax-exempt);
- Government entity (Federal, State, or local);
- Foreign government;
- International organization per 26 CFR 1.6049-4;
- Other \_\_\_\_\_

(5) Common parent.

- Offeror is not owned or controlled by a common parent;
- Name and TIN of common parent:  
Name \_\_\_\_\_  
TIN \_\_\_\_\_

(c) Offerors must complete the following representations when the resulting contract is to be performed inside the United States, its territories or possessions, Puerto Rico, the Trust Territory of the Pacific Islands, or the District of Columbia. Check all that apply.

(1) Small business concern. The offeror represents as part of its offer that it  is,  is not a small business concern.

(2) Veteran-owned small business concern. *[Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.]* The offeror represents as part of its offer that it [ ] is, [ ] is not a veteran-owned small business.

(3) Service-disabled veteran-owned small business concern. *[Complete only if the offeror represented itself as a veteran-owned small business concern in paragraph (c)(2) of this provision.]* The offeror represents as part of its offer that it [ ] is, [ ] is not a service-disabled veteran-owned small business.

(4) Small disadvantaged business concern. *[Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.]* The offeror represents, for general statistical purposes, that it [ ] is, [ ] is not a small disadvantaged business concern as defined in 13 CFR 124.1002.

(5) Women-owned small business concern. *[Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.]* The offeror represents that it [ ] is, [ ] is not a women-owned small business concern.

Note: Complete paragraphs (c)(4) and (c)(5) only if this solicitation is expected to exceed the simplified acquisition threshold.

(6) Women-owned business concern (other than small business concern). *[Complete only if the offeror is a woman-owned business concern and did not represent itself as a small business concern in paragraph (c)(1) of this provision.]* The offeror represents that it [ ] is a women-owned business concern.

(7) Tie bid priority for labor surplus area concerns. If this is an invitation for bid, small business offerors may identify the labor surplus areas in which costs to be incurred on account of manufacturing or production (by offeror or first-tier subcontractors) amount to more than 50 percent of the contract price:

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(8) Small Business Size for the Small Business Competitiveness Demonstration Program and for the Targeted Industry Categories under the Small Business Competitiveness Demonstration Program. *[Complete only if the offeror has represented itself to be a small business concern under the size standards for this solicitation.]*

(i) *[Complete only for solicitations indicated in an addendum as being set-aside for emerging small businesses in one of the four designated industry groups (DIGs).]* The offeror represents as part of its offer that it ( ) is, ( ) is not an emerging small business.

(ii) *[Complete only for solicitations indicated in an addendum as being for one of the targeted industry categories (TICs) or four designated industry groups (DIGs).]* Offeror represents as follows:

(A) Offeror's number of employees for the past 12 months (check the Employees column if size standard stated in the solicitation is expressed in terms of number of employees); or

(B) Offeror's average annual gross revenue for the last 3 fiscal years (check the Average Annual Gross Number of Revenues column if size standard stated in the solicitation is expressed in terms of annual receipts)  
(Check one of the following):

Number of Employees	Average Annual Gross Revenues
<input type="checkbox"/> 50 or fewer	<input type="checkbox"/> \$1 million or less
<input type="checkbox"/> 51-100	<input type="checkbox"/> \$1,000,001-\$2 million
<input type="checkbox"/> 101-250	<input type="checkbox"/> \$2,000,001-\$3.5 million
<input type="checkbox"/> 251-500	<input type="checkbox"/> \$3,500,001-\$5 million
<input type="checkbox"/> 501-750	<input type="checkbox"/> \$5,000,001-\$10 million
<input type="checkbox"/> 751-1,000	<input type="checkbox"/> \$10,000,001-\$17 million
<input type="checkbox"/> Over 1,000	<input type="checkbox"/> Over \$17 million

(9) (Complete only if the solicitation contains the clause at FAR 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns, or FAR 52.219-25, Small Disadvantaged Business Participation Program--Disadvantaged Status and Reporting, and the offeror desires a benefit based on its disadvantaged status.)

(i) General. The offeror represents that either--

(A) It  is,  is not certified by the Small Business Administration as a small disadvantaged business concern and identified, on the date of this representation, as a certified small disadvantaged business concern in the database maintained by the Small Business Administration (PRO-Net), and that no material change in disadvantaged ownership and control has occurred since its certification, and, where the concern is owned by one or more individuals claiming disadvantaged status, the net worth of each individual upon whom the certification is based does not exceed \$750,000 after taking into account the applicable exclusions set forth at 13 CFR 124.104(c)(2); or

(B) It  has,  has not submitted a completed application to the Small Business Administration or a Private Certifier to be certified as a small disadvantaged business concern in accordance with 13 CFR 124, Subpart B, and a decision on that application is pending, and that no material change in disadvantaged ownership and control has occurred since its application was submitted.

(ii) Joint Ventures under the Price Evaluation Adjustment for Small Disadvantaged Business Concerns. The offeror represents, as part of its offer, that it is a joint venture that complies with the requirements in 13 CFR 124.1002(f) and that the representation in paragraph (c)(7)(i) of this provision is accurate for the small disadvantaged business concern that is participating in the joint venture. [The offeror shall enter the name of the small disadvantaged business concern that is participating in the joint

venture: \_\_\_\_\_.]

(10)(Complete if the offeror has represented itself as disadvantaged in paragraph (c)(2) or (c)(9) of this provision.) *[The offeror shall check the category in which its ownership falls]:*

- \_\_\_\_\_ Black American.
- \_\_\_\_\_ Hispanic American.
- \_\_\_\_\_ Native American (American Indians, Eskimos, Aleuts, or Native Hawaiians).
- \_\_\_\_\_ Asian-Pacific American (persons with origins from Burma, Thailand, Malaysia, Indonesia, Singapore, Brunei, Japan, China, Taiwan, Laos, Cambodia (Kampuchea), Vietnam, Korea, The Philippines, U.S. Trust Territory of the Pacific Islands (Republic of Palau), Republic of the Marshall Islands, Federated States of Micronesia, the Commonwealth of the Northern Mariana Islands, Guam, Samoa, Macao, Hong Kong, Fiji, Tonga, Kiribati, Tuvalu, or Nauru).
- \_\_\_\_\_ Subcontinent Asian (Asian-Indian) American (persons with origins from India, Pakistan, Bangladesh, Sri Lanka, Bhutan, the Maldives Islands, or Nepal).
- \_\_\_\_\_ Individual/concern, other than one of the preceding.

(d) Representations required to implement provisions of Executive Order 11246--

(1) Previous Contracts and Compliance. The offeror represents that--

(i) It [ ] has, [ ] has not, participated in a previous contract or subcontract subject either to the Equal Opportunity clause of this solicitation, the clause originally contained in Section 310 of Executive Order 10925, or the clause contained in Section 201 of Executive Order 11114; and

(ii) It [ ] has, [ ] has not, filed all required compliance reports.

(2) Affirmative Action Compliance. The offeror represents that--

(i) It [ ] has developed and has on file, [ ] has not developed and does not have on file, at each establishment, affirmative action programs required by rules and regulations of the Secretary of Labor (41 CFR parts 60-1 and 60-2), or

(ii) It [ ] has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.

(e) Certification Regarding Payments to Influence Federal Transactions (31 U.S.C. 1352). (Applies only if the contract is expected to exceed \$100,000.) By submission of its offer, the offeror certifies to the best of its knowledge and belief that no Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress on his or her behalf in connection with the award of any resultant contract.

(f) Buy American Act--Balance of Payments Program Certificate. (Applies only if the clause at Federal Acquisition Regulation (FAR) 52.225-1, Buy American Act--Balance of Payments Program--Supplies, is included in this solicitation.)

(1) The offeror certifies that each end product, except those listed in paragraph (f)(2) of this provision, is a domestic end product as defined in the clause of this solicitation entitled "Buy American Act--Balance of Payments Program--Supplies" and that the offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States. The offeror shall list as foreign end products those end products manufactured in the United States that do not qualify as domestic end products.

(2) Foreign End Products:

Line Item No.:	Country of Origin:
_____	_____
_____	_____
_____	_____

(List as necessary)

(3) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25.

(g)(1) Buy American Act--North American Free Trade Agreement--Israeli Trade Act--Balance of Payments Program Certificate. (Applies only if the clause at FAR 52.225-3, Buy American Act--North American Free Trade Agreement--Israeli Trade Act--Balance of Payments Program, is included in this solicitation.)

(i) The offeror certifies that each end product, except those listed in paragraph (g)(1)(ii) or (g)(1)(iii) of this provision, is a domestic end product as defined in the clause of this solicitation entitled "Buy American Act--North American Free Trade Agreement--Israeli Trade Act--Balance of Payments Program" and that the offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States.

(ii) The offeror certifies that the following supplies are NAFTA country end products or Israeli end products as defined in the clause of this solicitation entitled "Buy American Act--North American Free Trade Agreement--Israeli Trade Act--Balance of Payments Program":

NAFTA Country or Israeli End Products:

Line Item No.:	Country of Origin:
_____	_____
_____	_____
_____	_____

(List as necessary)

(iii) The offeror shall list those supplies that are foreign end products (other than those listed in paragraph (g)(1)(ii) of this provision) as defined in the clause of this solicitation entitled "Buy American Act--North American Free Trade Agreement--Israeli Trade Act--Balance of Payments Program." The offeror shall list as other foreign end products those end products manufactured in the United States that do not qualify as domestic end products.

Other Foreign End Products:

Line Item No.:	Country of Origin:
_____	_____
_____	_____
_____	_____

(List as necessary)

(iv) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25.

(2) Buy American Act--North American Free Trade Agreements--Israeli Trade Act--Balance of Payments Program Certificate, Alternate I (Feb 2000). If Alternate I to the clause at FAR 52.225-3 is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:

(g)(1)(ii) The offeror certifies that the following supplies are Canadian end products as defined in the clause of this solicitation entitled "Buy American Act--North American Free Trade Agreement--Israeli Trade Act--Balance of Payments Program":

Canadian End Products:

Line Item No.:
_____
_____
_____

(List as necessary)

(3) Buy American Act--North American Free Trade Agreements--Israeli Trade Act--Balance of Payments Program Certificate, Alternate II (Feb 2000). If Alternate II to the clause at FAR 52.225-3 is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:

(g)(1)(ii) The offeror certifies that the following supplies are Canadian end products or Israeli end products as defined in the clause of this solicitation entitled "Buy American Act--North American Free Trade Agreement--Israeli Trade Act--Balance of Payments Program":

Canadian or Israeli End Products:

Line Item No.:	Country of Origin:
_____	_____
_____	_____
_____	_____

(List as necessary)

(4) Trade Agreements Certificate. (Applies only if the clause at FAR 52.225-5, Trade Agreements, is included in this solicitation.)

(i) The offeror certifies that each end product, except those listed in paragraph (g)(4)(ii) of this provision, is a U.S.-made, designated country, Caribbean Basin country, or NAFTA country end product, as defined in the clause of this solicitation entitled "Trade Agreements.

(ii) The offeror shall list as other end products those end products that are not U.S.-made, designated country, Caribbean Basin country, or NAFTA country end products.

Other End Products

Line Item No.:	Country of Origin:
_____	_____
_____	_____
_____	_____

(List as necessary)

(iii) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25. For line items subject to the Trade Agreements Act, the Government will evaluate offers of U.S.-made, designated country, Caribbean Basin country, or NAFTA country end products without regard to the restrictions of the Buy American Act or the Balance of Payments Program. The Government will consider for award only offers of U.S.-made, designated country, Caribbean Basin country, or NAFTA country end products unless the Contracting Officer determines that there are no offers for such products or that the offers for such products are insufficient to fulfill the requirements of the solicitation.

(h) Certification Regarding Debarment, Suspension or Ineligibility for Award (Executive Order 12549). The offeror certifies, to the best of its knowledge and belief, that--

(1) The offeror and/or any of its principals [ ] are, [ ] are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency, and

(2) [ ] Have, [ ] have not, within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a Federal, state or local government contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or

destruction of records, making false statements, tax invasion, or receiving stolen property; and [ ] are, [ ] are not presently indicted for, or otherwise criminally or civilly charged by a Government entity with, commission of any of these offenses.

4. 1452.215-71 Use and Disclosure of Proposal Information--Department of the Interior (Apr 1984)

(a) Definitions. For the purposes of this provision and the Freedom of Information Act (5 U.S.C. 552), the following terms shall have the meaning set forth below:

(1) "Trade Secret" means an unpatented, secret, commercially valuable plan, appliance, formula, or process, which is used for making, preparing, compounding, treating or processing articles or materials which are trade commodities.

(2) "Confidential commercial or financial information" means any business information (other than trade secrets) which is exempt from the mandatory disclosure requirement of the Freedom of Information Act, 5 U.S.C. 552. Exemptions from mandatory disclosure which may be applicable to business information contained in proposals include exemption (4), which covers "commercial and financial information obtained from a person and privileged or confidential," and exemption (9), which covers "geological and geophysical information, including maps, concerning wells."

(b) If the offeror, or its subcontractor(s), believes that the proposal contains trade secrets or confidential commercial or financial information exempt from disclosure under the Freedom of Information Act, (5 U.S.C. 552), the cover page of each copy of the proposal shall be marked with the following legend:

"The information specifically identified on pages \_\_\_\_\_ of this proposal constitutes trade secrets or confidential commercial and financial information which the offeror believes to be exempt from disclosure under the Freedom of Information Act. The offeror requests that this information not be disclosed to the public, except as may be required by law. The offeror also requests that this information not be used in whole or part by the Government for any purpose other than to evaluate the proposal, except that if a contract is awarded to the offeror as a result of or in connection with the submission of the proposal, the Government shall have the right to use the information to the extent provided in the contract."

(c) The offeror shall also specifically identify trade secret information and confidential commercial and financial information on the pages of the proposal on which it appears and shall mark each such page with the following legend:

"This page contains trade secrets or confidential commercial and financial information which the offeror believes to be exempt from disclosure under the Freedom of Information Act and which is subject to the legend contained on the cover page of this proposal."

(d) Information in a proposal identified by an offeror as trade secret information or confidential commercial and financial information shall be used by the Government only for the purpose of evaluating the proposal, except that (i) if a contract is awarded to the offeror as a result of or in connection with submission of the proposal, the Government shall have the right to use the information as provided in the contract, and (ii) if the same information is obtained from another source without restriction it may be used without restriction.

(e) If a request under the Freedom of Information Act seeks access to information in a proposal identified as trade secret information or confidential commercial and financial information, full consideration will be given to the offeror's view that the information constitutes trade secrets or confidential commercial or financial information. The offeror will also be promptly notified of the request and given an opportunity to provide additional evidence and argument in support of its position, unless administratively unfeasible to do so. If it is determined that information claimed by the offeror to be trade secret information or confidential commercial or financial information is not exempt from disclosure under the Freedom of Information Act, the offeror will be notified of this determination prior to disclosure of the information.

(f) The Government assumes no liability for the disclosure or use of information contained in a proposal if not marked in accordance with paragraphs (b) and (c) of this provision. If a request under the Freedom of Information Act is made for information in a proposal not marked in accordance with paragraphs (b) and (c) of this provision, the offeror concerned shall be promptly notified of the request and given an opportunity to provide its position to the Government. However, failure of an offeror to mark information contained in a proposal as trade secret information or confidential commercial or financial information will be treated by the Government as evidence that the information is not exempt from disclosure under the Freedom of Information Act, absent a showing that the failure to mark was due to unusual or extenuating circumstances, such as a showing that the offeror had intended to mark, but that markings were omitted from the offeror's proposal due to clerical error.