SOLICITATION, OFFER AND AWARD	1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)	RATING	Page 1 of 25

2. CONTRACT NUMBER	3. SOLICITATION NUMBER	4. TYPE OF SOLICITATION	5. DATE ISSUED	6. REQUISITION/PURCHASE NUMBER
601817D820	601817R600	☐ SEALED BID (IFB) ☒ NEGOTIATED (RFP)	05/29/2007	

7. ISSUED BY	CODE	8. ADDRESS OFFER TO *(If other than Item 7)*
US Fish and Wildlife Service, CGS PO Box 25486, MS 60181 Denver,CO 80225 TEL: ( ) - ext. FAX: ( ) - ext.	00006	

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

SOLICITATION

9. Sealed offers in original and _____ copies for furnishing the supplies or services in the Schedule will be received at the place specified in Item 8, or if handcarried, in the depository located in _____ until 4:00 PM (Hour) local time 07/09/2007 (Date)

CAUTION - LATE submissions, Modifications, and Withdrawals: See Section L, Provision No. 52.214-7 or 52.215-1. All offers are subject to all terms and conditions contained in this solicitation.

10. FOR INFORMATION CALL:	A. NAME	B. TELEPHONE *(NO COLLECT CALLS)*			C. E-MAIL ADDRESS
		AREA CODE	NUMBER	EXT.	
	Obeid Shaikh	303	236-4334		obeid_shaikh@fws.gov

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(X)	SEC.	DESCRIPTION	PAGE(S)	(X)	SEC.	DESCRIPTION	PAGE(S)
		PART I - THE SCHEDULE				PART II - CONTRACT CLAUSES	
X	A	SOLICITATION/CONTRACT FORM	1	X	I	CONTRACT CLAUSES	7-10
X	B	SUPPLIES OR SERVICES AND PRICES/COSTS	3			PART III - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACH.	
X	C	DESCRIPTION/SPECS./WORK STATEMENT	4	X	J	LIST OF ATTACHMENTS	10
X	D	PACKAGING AND MARKING	4			PART IV - REPRESENTATIONS AND INSTRUCTIONS	
X	E	INSPECTION AND ACCEPTANCE	4	X	K	REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS OF OFFERORS	11-16
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OFFER *(Must be fully completed by offeror)*

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

12. In compliance with the above, the undersigned agrees, if this offer is accepted within 90 calendar days *(60 calendar days unless a different period is inserted by the offeror)* from the date for receipt of offers specified above, to furnish any or all items upon which prices are offered at the price set opposite each item, delivered at the designated point(s), within the time specified in the schedule.

13. DISCOUNT FOR PROMPT PAYMENT (See Section I, Clause No. 52-232-8)	10 CALENDAR DAYS (%)	20 CALENDAR DAYS (%)	30 CALENDAR DAYS (%)	CALENDAR DAYS (%)
	2	1	0	

14. ACKNOWLEDGMENT OF AMENDMENTS *(the offeror acknowledges receipt of amendments to the SOLICITATION for offerors and related documents numbered and dated):*	AMENDMENT NO.	DATE	AMENDMENT NO.	DATE
	0001	6/20/07		
	0002	6/29/07		

15A. NAME AND ADDRESS OF OFFEROR	CODE	FACILITY	16. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER *(Type or print)*
PBS&J 4601 DTC Boulevard, Suite 700 Denver, Colorado 80237			Mark A. Van Dyne, Associate VP

15B. TELEPHONE NUMBER			15C. CHECK IF REMITTANCE ADDRESS IS DIFFERENT FROM ABOVE - ENTER SUCH ADDRESS IN SCHEDULE.	17. SIGNATURE	18. OFFER DATE
AREA CODE	NUMBER	EXT.	☐		7/18/07
303	221-7275				

AWARD *(To be completed by Government)*

19. ACCEPTED AS TO ITEMS NUMBERED	20. AMOUNT	21. ACCOUNTING AND APPROPRIATION
All	see Schedule	see page 4 of 15

22. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION:	23. SUBMIT INVOICES TO ADDRESS SHOWN IN *(4 copies unless otherwise specified)*	ITEM
☐ 10 U.S.C. 2304 (c) ( ) ☐ 41. U.S.C. 253(c) ( )		see Block #7

24. ADMINISTERED BY *(If other than Item 7)*	CODE	25. PAYMENT WILL BE MADE BY	CODE
			seeBlock #7

26. NAME OF CONTRACTING OFFICER *(Type or print)*	27. UNITED STATES OF AMERICA *(Signature of Contracting Officer)*	28. AWARD DATE
Obeid J. Shaikh		25 Oct 07

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

Total Funding: $1,000.00

FYs	Fund	Budget Org	Sub	Object Class	Sub	Program	Cost Org	Sub	Proj/Job No.	Sub	Reporting Category
2007		60180		252R					16620000		9A

Division **Closed FYs** **Cancelled Fund**

Line Item Number	Description	Delivery Date (Start Date to End Date)	Quantity	Unit of Issue	Unit Price	Total Cost (Includes Discounts)
0001	Consulting Services	(11/01/2007 to 10/31/2008)	1.00	LS	$1,000.000	$ 1,000.00
	Base Period					
Ref Req No: BA080005						
0002	Consulting Services	(11/01/2008 to 10/31/2009)	0.00		$.000	$ 0.00 OPTION PERIOD
	Option 1					
0003	Consulting Services	(11/01/2009 to 10/31/2010)	0.00		$.000	$ 0.00 OPTION PERIOD
	Option 2					
0004	Consulting Services	(11/01/2010 to 10/31/2011)	0.00		$.000	$ 0.00 OPTION PERIOD
	Option 3					
0005	Consulting Services	(11/01/2011 to 10/31/2012)	0.00		$.000	$ 0.00 OPTION PERIOD
	Option 4					

Line Item Summary	Document Number	Title	Page
	601817D820	Consulting Services	3 of 15

Total Funding: $1,000.00

FYs	Fund	Budget Org	Sub	Object Class	Sub	Program	Cost Org	Sub	Proj/Job No.	Sub	Reporting Category

Division **Closed FYs** **Cancelled Fund**

Line Item Number	Description	(Start Date to End Date)	Quantity	Unit of Issue	Unit Price	Total Cost (Includes Discounts)

Total Cost: $1,000.00

2007 - - - 60180 - - 252R - - - - - 16620000 - - 9A - - - -

$1,000.00

Reference Requisition: BA080005

Total Funding: $1,000.00

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SECTION B -- SUPPLIES OR SERVICES AND PRICES

B.1 FWS 1452.211-02 SECTION B - SUPPLIES OR SERVICES AND PRICES MARCH 2003

	Base	Option 1	Option 2	Option 3	Option 4
Period of Performance:	1 Nov 2007-31 Oct 2008	1 Nov 2008-31 Oct 2009	1 Nov 2009-31 Oct 2010	1 Nov 2010-31 Oct 2011	1 Nov 2011 - 31 Oct 2012
Supervisor/Manager	$150.00	$157.00	$165.00	$173.00	$182.00
Analyst - Senior (Sr)	$125.00	$132.00	$139.00	$146.00	$153.00
Analyst - Junior (Jr)	$100.00	$105.00	$110.00	$116.00	$122.00
Administrative Support - Sr	$65.00	$68.00	$72.00	$76.00	$80.00
Administrative Support - Jr	$50.00	$53.00	$56.00	$59.00	$62.00
(Maximum) Other Direct Cost Handling Rate (%)	10.0%	10.0%	10.0%	10.0%	10.0%

Instructions/Guidance/Evaluation:

1. Offerors are required to submit a complete Pricing Schedule with fully-loaded, firm-fixed hourly labor prices and (maximum) Other Direct Cost Handling Rates for the base period and each of the four (4) twelve-month option periods. Fully-loaded hourly labor prices are to include direct costs (i.e. hourly salary), indirect costs (fringe, overhead, etc.), and fee.

2. Offeror proposed prices and rates will be evaluated for price reasonableness and for unbalanced pricing. The contracting officer may require an offeror to provide additional information to establish the reasonableness of any proposed price. An offeror's Section B price proposal that is considered unreasonable (unreasonably high or low) may be rejected. The base period and all option period prices will be evaluated.

3. Task order prices will be negotiated with the successful offeror(s). Task order price proposals will be required to be adequately supported including category labor hours, other direct costs, etc. Tests for reasonableness will be based upon price and cost analysis that may require additional information other than cost or pricing data. Prices and costs with be subject to Federal Acquisition Regulation tests of allowability, allocability, and reasonableness. Proposals and/or cost estimates prepared and submitted in response to any request under this contract shall be at no additional cost to the Government. In the event the performance of a specific Task Order requires travel, the Contractor shall be reimbursed for such travel in accordance with the current Joint Travel Regulations.

The (maximum) Other Direct Cost (ODC) Handling Rate percentage (%) will be applied to task order other direct costs such as travel, subcontract, material and other costs including experts, consultants, meeting space, transcription services, postage, etc. These proposed percentages are maximums that will be reviewed at the time each task order price is evaluated.

4.This IDIQ contract will consist of (1) one Base year and (4) four 12-month option periods. Up to two contracts will be awarded from this solicitation. The guaranteed minimum amount for each contract awarded will be $5,000 for the life of the contract (5 year period of performance). The maximum non-guaranteed amount for each contract is $50 million for the life of the contract. Task orders will range from $250 to $2,000,000.

5. Minimum and Maximum Amounts and other information:

a. The guaranteed minimum amount for each contract awarded will be $5,000 for the life of the contract (5 year period of performance). During the period specified in the Ordering clause, the maximum workload limit will be $10,000,000 during one year from the effective date of this contract.

b. At the option of the Government, this contract may be extended for an additional one year term. If this option is exercised, a maximum workload limit of $10,000,000 in the second contract year will exist. The maximum cumulative workload will then become $20,000,000 for the two-year contract period.

c. At the option of the Government, this contract may be extended for an additional one year term. If this option is exercised, a maximum workload limit of $10,000,000 in the third contract year will exist. The maximum cumulative workload will then become $30,000,000 for the three-year contract period.

d. At the option of the Government, this contract may be extended for an additional one year term. If this option is exercised, a maximum workload limit of $10,000,000 in the fourth contract year. The maximum cumulative workload will then become $40,000,000 for the four-year contract period.

e. At the option of the Government, this contract may be extended for an additional one year term. If this option is exercised, a maximum workload limit of $10,000,000 in the fifth contract year. The maximum cumulative workload will then become $50,000,000 for the five-year contract period.

f. If the contractor declines work offered by the USFWS at any time during the contract period, the estimated amount of the project will be subtracted against the minimum guaranteed workload amount in this contract.

g. Award will be made to two offerors. Awardees will be provided fair opportunity to be considered for any orders exceeding $3,000 based on the selection criteria included in the Statement of Work 's "Task Order Technical and Price Proposal Requirements" section and FAR Part 16.505 Ordering guidance.

h. This contract will be available for ordering for nation-wide offices of the U.S. Fish & Wildlife Service (USFWS), Bureau of Reclamation (BR), and National Park Service (NPS). Authorization for orders shall be in writing (including via email).

Note that Sections K, L, and M of the solicitation will be physically removed from the contract and instead be incorporated by reference in the contract.

SECTION C -- DESCRIPTIONS AND SPECIFICATIONS

C.1	FWS 1452.211-01	DESCRIPTION/SPECIFICATION - FISH AND WILDLIFE SERVICE - REGION 6	APRIL 2000

The Statement of Work (SOW) is attached to this award.

SECTION D -- PACKAGING AND MARKING

D.1	FWS 1452.214-02	SECTION D NOTICE - PACKAGING AND MARKING - FISH AND WILDLIFE SERVICE - REGION 6	APRIL 2000

THERE ARE NO CLAUSES APPLICABLE TO THIS SECTION

SECTION E -- INSPECTION AND ACCEPTANCE

E.1	52.252-02	CLAUSES INCORPORATED BY REFERENCE

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

For FAR clauses - http://acquisition.gov/far/index.html
For DOI clauses - www.doi.gov/pam/aindex.html

Clause	Title	Date
52.246-04	Inspection of Services--Fixed-Price	August 1996

SECTION F -- DELIVERIES OR PERFORMANCE

F.1 52.252-02 CLAUSES INCORPORATED BY REFERENCE

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

For FAR clauses - http://acquisition.gov/far/index.html
For DOI clauses - www.doi.gov/pam/aindex.html

Clause	Title	Date
52.242-17	Government Delay of Work	April 1984

F.2 FWS 1452.214-16 OBSERVED HOLIDAYS -- FISH AND WILDLIFE SERVICE -- REGION 6 AUGUST 2000

The following are legal Federal Holidays and no work will be allowed on these days unless 72 hour prior written approval is obtained from the Contracting Officer:

New Year's Day, Martin Luther King Jr.'s Birthday, President's Day, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans Day, Thanksgiving, and Christmas Day.

SECTION G -- CONTRACT ADMINISTRATION DATA

G.1 FWS 1452.242-03 CONTRACT ADMINISTRATION - FISH AND WILDLIFE SERVICE - REGION 6 APRIL 2000

Contracting Officer (CO) responsible for this contract:

Obeid Shaikh
U.S. Fish and Wildlife Service
Contracting and General Services
PO Box 25486, MS 60181
Denver, CO 80225

Telephone Number/email: 303-236-4334 / obeid_shaikh@fws.gov

Task orders shall be issued, evaluated, and administered by designated bureau Administrative Contracting Officers (ACOs) and technical personnel. Payments shall be made by respective bureaus ACOs. Individual bureaus are responsible for their respective task orders (including all execution, administration, progress, payment issues and other miscellaneous matters).

The USFWS Administrative Contracting Officer (ACO) for this contract is:

Al O'Mara
U.S. Fish & Wildlife Service (Mail Stop 60181)
P.O. Box 25486, Denver Federal Center
Denver, CO 80225

Telephone/email: (303)236-4335/ al_omara@fws.gov

The NPS Administrative Contracting Officer (ACO) for this contract is:

Lorna Gunning
National Park Service
7333 W. Jefferson AVE - Suite 420
P O Box 25287, WCP
Denver, CO 80225-0287

Telephone Number/email: 303-987-6779 / lorna_gunning@nps.gov

The BOR Administrative Contracting Officer (ACO) for this contract is:

William F. Cody
Bureau of Reclamation
84-27810 Bldg 57 - Room 1040
P O Box 25007
Denver, CO 80225-0007

Telephone/email: (303) 445-2439/ bcody@do.usbr.gov

The Contracting Officer will designate a Contracting Officer's Technical Representative (COTR). A Project Inspector may also be designated. The specific duties and responsibilities of the COTR and Project Inspector will be furnished to the contractor, with their designation letter, at time of award.

Only a duly authorized Contracting Officer may change or modify the terms of this contract. All such actions must be formalized by a proper contractual document executed by the Contracting Officer.

All correspondence and submittals pertaining to the contract **MUST** be addressed to the Contracting Officer.

G.2 FWS 1452.242-07 PAID -- FISH AND WILDLIFE SERVICE--REGION 6 NOVEMBER 2001

What is PAID?

PAID is the U.S. Department of the Treasury's Payment Advice Internet Delivery system available to government vendors. It provides vendors with invoice payment information included with an ACH deposit.

How does PAID work?

You simply access the data base using a user ID and password that you have personally selected. You can look up all payments, or search by invoice number, amount, or date or date range. A vendor has the option to select payments from U.S. Fish and Wildlife Service or from any agency signed up for PAID.

What type of information is displayed?

PAID provides the invoice number, payment amount, date of payment, and other remittance information such as interest penalty or discounts taken.

How much does PAID cost?

PAID is free to vendors with Internet access.

How do vendors register for PAID?

It's simple! Registration is done on-line. Follow the prompts at the website:
http://fms.treas.gov/paid

Register using you Taxpayer Identification Number (TIN) and then select a user ID, password, and a specific method of delivery.

How can vendors get payment invoice information delivered?

Web access to payment data
E-Mail notification and web access
E-Mail delivery of payment data (remittance advice) and web access

SECTION H -- SPECIAL CONTRACT REQUIREMENTS

H.1 CONTRACTOR PERFORMANCE EVALUATION

This contract will include contractor performance reviews that will be included in the Past Performance Information Retrieval System (PPIRS) www.ppirs.gov.

H.2 1452.204-70 RELEASE OF CLAIMS - DEPARTMENT OF INTERIOR JULY 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.

SECTION I -- CONTRACT CLAUSES

I.1 52.252-02 CLAUSES INCORPORATED BY REFERENCE

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

For FAR clauses - http://acquisition.gov/far/index.html
For DOI clauses - www.doi.gov/pam/aindex.html

Clause	Title	Date
52.202-01	Definitions	July 2004
52.203-03	Gratuities	April 1984
52.203-05	Covenant Against Contingent Fees	April 1984
52.203-06	Restrictions on Subcontractor Sales to the Government	September 2006
52.203-07	Anti-Kickback Procedures	July 1995
52.203-08	Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity	January 1997
52.203-10	Price or Fee Adjustment for Illegal or Improper Activity	January 1997

52.203-12	Limitation on Payments to Influence Certain Federal Transactions	September 2005
52.204-02	Security Requirements	August 1996
52.204-04	Printed or Copied Double-Sided on Recycled Paper	August 2000
52.204-07	Central Contractor Registration	July 2006
52.209-06	Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment	September 2006
52.215-02	Audit and Records--Negotiation	June 1999
52.215-08	Order of Precedence--Uniform Contract Format	October 1997
52.215-10	Price Reduction for Defective Cost or Pricing Data	October 1997
52.215-11	Price Reduction for Defective Cost or Pricing Data--Modifications	October 1997
52.215-12	Subcontractor Cost or Pricing Data	October 1997
52.215-13	Subcontractor Cost or Pricing Data--Modifications	October 1997
52.215-21	Requirements for Cost or Pricing Data or Information Other Than Cost or Pricing Data--Modifications	October 1997
52.219-08	Utilization of Small Business Concerns	May 2004
52.219-09	Small Business Subcontracting Plan	September 2006
52.219-16	Liquidated Damages-Subcontracting Plan	January 1999
52.222-03	Convict Labor	June 2003
52.222-21	Prohibition of Segregated Facilities	February 1999
52.222-26	Equal Opportunity	March 2007
52.222-35	Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans	September 2006
52.222-36	Affirmative Action For Workers with Disabilities	June 1998
52.222-37	Employment Reports on Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans	September 2006
52.222-50	Combating Trafficking in Persons	April 2006
52.223-14	Toxic Chemical Release Reporting	August 2003
52.224-02	Privacy Act	April 1984
52.225-13	Restrictions on Certain Foreign Purchases	February 2006
52.227-01	Authorization and Consent	July 1995
52.227-02	Notice and Assistance Regarding Patent and Copy Infringement	August 1996
52.227-14	Rights in Data--General	June 1987
52.228-05	Insurance - Work on a Government Installation	January 1997
52.229-03	Federal, State, and Local Taxes	April 2003
52.232-16	Progress Payments	April 2003
52.232-17	Interest	June 1996
52.232-18	Availability of Funds	April 1984
52.232-23	Assignment of Claims	January 1986
52.232-33	Payment by Electronic Funds Transfer-Central Contractor Registration	October 2003
52.233-01 Alt I	Disputes (Jul 2002) - Alternate I	December 1991
52.233-03	Protest after Award	August 1996
52.233-04	Applicable Law for Breach of Contract Claim	October 2004
52.237-02	Protection of Government Buildings, Equipment, And Vegetation	April 1984
52.242-13	Bankruptcy	July 1995
52.242-14	Suspension of Work	April 1984
52.243-01 Alt III	Changes--Fixed Price (Aug 1987) - Alternate III	April 1984
52.244-05	Competition In Subcontracting	December 1996
52.249-02	Termination for Convenience of the Government (Fixed-Price)	May 2004
52.249-08	Default (Fixed-Price Supply and Service)	April 1984
52.252-06	Authorized Deviations in Clauses	April 1984
52.253-01	Computer Generated Forms	January 1991

I.2 1452.203-70 RESTRICTION ON ENDORSEMENTS -- DEPARTMENT OF THE INTERIOR JULY 1996

The Contractor shall not refer to contracts awarded by the Department of the Interior in commercial advertising, as defined in FAR 31.205-1, in a manner which states or implies that the product or service provided is approved or endorsed by the Government, or is considered by the Government to be superior to other products or services. This restriction is intended to avoid the appearance of preference by the Government toward any product or service. The Contractor may request the Contracting Officer to make a determination as to the propriety of promotional material.

I.3 1452.215-71 USE AND DISCLOSURE OF PROPOSAL INFORMATION - DEPARTMENT OF INTERIOR APRIL 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.

I.4 1452.228-70 LIABILITY INSURANCE - DEPARTMENT OF INTERIOR — JULY 1996

(a) The Contractor shall procure and maintain during the term of this contract and any extension thereof liability insurance in form satisfactory to the Contracting Officer by an insurance company which is acceptable to the Contracting Officer. **The named insured parties under the policy shall be the Contractor and the United States of America**. The amounts of the insurance shall be not less than as follows:

$300,000	each person
$1,000,000	each occurrence
$150,000	property damage

(b) Each policy shall have a certificate evidencing the insurance coverage. The insurance company shall provide an endorsement **to notify the Contracting Officer 30 days prior to the effective date of cancellation** or termination of the policy or certificate; or modification of the policy or certificate which may adversely affect the interest of the Government in such insurance. The certificate shall identify the contract number, the name and address of the Contracting Officer, as well as the insured, the policy number and a brief description of contract services to be performed. The contractor shall furnish the Contracting Officer with a copy of an acceptable insurance certificate prior to beginning the work.

I.5 52.215-19 NOTIFICATION OF OWNERSHIP CHANGES — OCTOBER 1997

(a) The Contractor shall make the following notifications in writing:

(1) When the Contractor becomes aware that a change in its ownership has occurred, or is certain to occur, that could result in changes in the valuation of its capitalized assets in the accounting records, the Contractor shall notify the Administrative Contracting Officer (ACO) within 30 days.

(2) The Contractor shall also notify the ACO within 30 days whenever changes to asset valuations or any other cost changes have occurred or are certain to occur as a result of a change in ownership.

(b) The Contractor shall--

(1) Maintain current, accurate, and complete inventory records of assets and their costs;

(2) Provide the ACO or designated representative ready access to the records upon request;

(3) Ensure that all individual and grouped assets, their capitalized values, accumulated depreciation or amortization, and remaining useful lives are identified accurately before and after each of the Contractor's ownership changes; and

(4) Retain and continue to maintain depreciation and amortization schedules based on the asset records maintained before each Contractor ownership change.

(c) The Contractor shall include the substance of this clause in all subcontracts under this contract that meet the applicability requirement of FAR 15.408(k).

I.6 52.216-18 ORDERING OCTOBER 1995

(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued from day one of the Base contract period through the last day of Option Period 4.

(b) All delivery orders or task orders are subject to the terms and conditions of this contract. In the event of conflict between a delivery order or task order and this contract, the contract shall control.

(c) If mailed, a delivery order or task order is considered "issued" when the Government deposits the order in the mail. Orders may be issued orally, by facsimile, or by electronic commerce methods only if authorized in the Schedule.

I.7 52.216-19 ORDER LIMITATIONS OCTOBER 1995

(a) Minimum order. When the Government requires supplies or services covered by this contract in an amount of less than $250, the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.

(b) Maximum order. The Contractor is not obligated to honor:

(1) Any order for a single item in excess of $2,000,000;

(2) Any order for a combination of items in excess of $10,000,000; or

(3) A series of orders from the same ordering office within 365 days that together call for quantities exceeding the limitation in subparagraph (1) or (2) above.

(c) If this is a requirements contract (i.e., includes the Requirements clause at subsection 52.216-21 of the Federal Acquisition Regulation (FAR)), the Government is not required to order a part of any one requirement from the Contractor if that requirement exceeds the maximum-order limitations in paragraph (b) above.

(d) Notwithstanding paragraphs (b) and (c) above, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within 10 days after issuance, with written notice stating the Contractor's intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

I.8 52.216-22 INDEFINITE QUANTITY OCTOBER 1995

(a) This is an indefinite-quantity contract for the supplies or services specified, and effective for the period stated, in the Schedule. The quantities of supplies and services specified in the Schedule are estimates only and are not purchased by this contract.

(b) Delivery or performance shall be made only as authorized by orders issued in accordance with the Ordering clause. The Contractor shall furnish to the Government, when and if ordered, the supplies or services specified in the Schedule up to and including the quantity designated in the Schedule as the "maximum". The Government shall order at least the quantity of supplies or services designated in the Schedule as the "minimum".

(c) Except for any limitations on quantities in the Order Limitations clause or in the Schedule, there is no limit on the number of orders that may be issued. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.

(d) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; provided, that the Contractor shall not be required to make any deliveries under this contract after one year after the end of Option Period 4.

I.9 52.217-08 OPTION TO EXTEND SERVICES NOVEMBER 1999

The Government may require continued performance of any services within the limits and at the rates specified in the contract. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by written notice to the Contractor within 30 calendar days.

I.10 52.217-09 OPTION TO EXTEND THE TERM OF THE CONTRACT MARCH 2000

(a) The Government may extend the term of this contract by written notice to the Contractor within 60; 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 5 years six months. (End of clause)

I.11 52.232-19 AVAILABILITY OF FUNDS FOR THE NEXT FISCAL YEAR APRIL 1984

Funds are not presently available for performance under this contract beyond FY2007. The Government's obligation for performance of this contract beyond that date is contingent upon the availability of appropriated funds from which payment for contract purposes can be made. No legal liability on the part of the Government for any payment may arise for performance under this contract beyond , until funds are made available to the Contracting Officer for performance and until the Contractor receives notice of availability, to be confirmed in writing by the Contracting Officer.

I.12 FWS 1452.222-02 NON-DISCRIMINATION NOTICE TO U.S. DEPARTMENT OF THE INTERIOR CONTRACTORS, SUBCONTRACTORS, AND LESSORS -- FISH AND WILDLIFE SERVICE -- REGION 6 MAY 2000

Based upon law, Executive Order, or internal policy, the Department of the Interior prohibits discrimination in the workplace, including sexual harassment, based on race, color, national origin, sex, religion, disability, age, or sexual orientation. The Department urges its contractors, subcontractors, and lessors to develop and enforce comprehensive anti-discrimination policies for their places of work.

SECTION J -- LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS

J.1 FWS 1452.214-13 LIST OF ATTACHMENTS - FISH AND WILDLIFE SERVICE - REGION 6 MARCH 2003

ATTACHMENT NO.	TITLE	NO. OF PAGES
1.	Statement of Work	7