
SOLICITATION, OFFER AND AWARD

1. This contract is a rated order under DPAS (15 CFR 700) RATING:

2. CONTRACT NO.

3. SOLICITATION NO.

28-M-APHIS-00

4. TYPE OF SOLICITATION

SEALED BID (IFB)

NEGOTIATED (RFP)

5. DATE ISSUED

11/12/99

6. REQUISITION/PURCHASE NO.

APADWRWY-015-0

7. ISSUED BY CODE: 126395

USDA,APHIS,ABS,CSMT
Butler Square, Fifth Floor
100 North Sixth Street
Minneapolis, MN 55403

8. ADDRESS OFFER TO
(If other than Item 7)

USDA,APHIS,ABS,CSMT
Butler Square, Fifth Floor
100 North Sixth Street
Minneapolis, MN 55403

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

SOLICITATION

9. Sealed offers in original and 0 copies for furnishing the supplies or services in the Schedule will be received at the place specified in Item 8, or if handcarried, in the depository located in , until 2:30 P.M. local time on 11/29/1999.

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:
Janette Lever

B. TELEPHONE NO.
(Include Area Code)
(NO COLLECT CALLS)
612/370-2285

C. E-MAIL ADDRESS
janette.lever@usda.gov

EXCEPTION TO STANDARD FORM 33 (REV.9-97)

Prescribed by GSA
FAR (48 CFR 53.214(c))

SOLICITATION, OFFER AND AWARD

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OFFER (Must be fully completed by offeror)

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

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

13. DISCOUNT FOR PROMPT PAYMENT (See Section I, Clause No. 52.232-8)

10 CALENDAR DAYS _____ %	20 CALENDAR DAYS _____ %	30 CALENDAR DAYS _____ %	____ CALENDAR DAYS _____ %
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14. ACKNOWLEDGEMENT 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

EXCEPTION TO STANDARD FORM 33 (REV. 9-97)

SOLICITATION, OFFER AND AWARD

15A. NAME AND ADDRESS OF OFFEROR	CODE _____	FACILITY _____	16. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN (Type or Print)
15B. TELEPHONE NO. (Include Area Code)			17. SIGNATURE
15C. [] CHECK IF REMITTANCE ADDRESS IS DIFFERENT FROM ABOVE - ENTER SUCH ADDRESS IN SCHEDULE			18. OFFER DATE

AWARD (To be completed by Government)

19. ACCEPTED AS TO ITEMS NUMBERED	20. AMOUNT	21. ACCOUNTING AND APPROPRIATION
22. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION: [] 10 U.S.C. 2304(c)() [] 41 U.S.C. 253(c)()		
23. SUBMIT INVOICES TO ADDRESS SHOWN IN --> (1 Copies unless otherwise specified)	ITEM 25	
24. ADMINISTERED BY (If other than Item 7) CODE _____	25. PAYMENT WILL BE MADE BY CODE _____ USDA,APHIS,ABS, Payments Butler Square, Fifth Floor 100 North Sixth Street Minneapolis, MN 55403	
26. NAME OF CONTRACTING OFFICER (Type or Print)	27. UNITED STATE OF AMERICA Signature of Contracting Officer	28. AWARD DATE

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

EXCEPTION TO STANDARD FORM 33

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PART I - THE SCHEDULE

SECTION B - SUPPLIES OR SERVICES AND PRICES/COSTS

B.1 BACKGROUND

The United States Department of Agriculture (USDA), Animal and Plant Health Inspection Service (APHIS), Wildlife Services (WS), intends to contract for the rental of three fixed-wing, single engine aircraft; two Aviat A-1 Husky, or equivalent, and one Super Cub, or equivalent.

B.2 SCHEDULE OF ITEMS

DESIGNATED BASES: Casper and Hulett, WY: Husky
 Rock Springs, WY: Super Cub

FIRST PROGRAM YEAR, date of award through September 30, 2000.

Item No.	Description	Qty.	Unit	Unit Price	Total Price
1.	2 Aviat A-1 Husky or equivalent				
(a)	Flight hour	585	HR	\$_____	\$_____
(b)	Flight hour in excess of 585 hours	Est. 300	HR	\$_____	\$_____
2.	1 Super Cub or equivalent				
(a)	Flight hour	335	HR	\$_____	\$_____
(b)	Flight hour in excess of 335 hours	150	HR	\$_____	\$_____

OPTION PERIOD I, October 1, 2000, through September 30, 2001.

Item No.	Description	Qty.	Unit	Unit Price	Total Price
3.	2 Aviat A-1 Husky or equivalent				
(a)	Flight hour	700	HR	\$_____	\$_____
(b)	Flight hour in excess of 700 hours	Est.	HR	\$_____	\$_____

B.2 (Continued)

	excess of 700 hours	300			
4.	1 Super Cub or equivalent				
(a)	Flight hour	400	HR	\$_____	\$_____
(b)	Flight hour in excess of 400 hours	150	HR	\$_____	\$_____

OPTION PERIOD II, October 1, 2001, through September 30, 2002.

Item No.	Description	Qty.	Unit	Unit Price	Total Price
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5.	2 Aviat A-1 Husky or equivalent				
(a)	Flight hour	700	HR	\$_____	\$_____
(b)	Flight hour in excess of 700 hours	Est. 300	HR	\$_____	\$_____
6.	1 Super Cub or equivalent				
(a)	Flight hour	400	HR	\$_____	\$_____
(b)	Flight hour in excess of 400 hours	150	HR	\$_____	\$_____

SECTION C - DESCRIPTION/SPECIFICATIONS/WORK STATEMENT

C.1 STATEMENT OF WORK

For each item, the Contractor shall furnish and maintain aircraft in accordance with the specifications herein for exclusive use by the USDA, WS, in support of predator control activities within the State of Wyoming.

Flights will be required as coyote predation occurs on livestock. Flights may not be required for extended periods because of lack of predation or inclement weather conditions, but the aircraft must be available to provide services when needed upon 24 hours notice.

The WS has interagency and cooperative agreements with other Federal agencies, State agencies and private landholders, and may utilize aircraft under this contract for such cooperative use.

C.2 TYPE OF AIRCRAFT

1. The aircraft for Casper and Hulett shall be an Aviat A-1, A-1A, or A-1B Husky, or equivalent: a single engine highwing, two-place (tandem) aircraft of not less than 180 horsepower and shall be highly maneuverable with Short Take-Off-Landing (S.T.O.L.) characteristics.

2. The aircraft for Rock Springs shall be a Piper PA-18 Super Cub, or equivalent, equipped with 180 horse powered engine with a McCauley, Model #E1A200-FA, 82-inch diameter, 42-degree pitch type propeller.

3. The aircraft engine and any "time change" components shall have not less than 400 hours remaining before required overhaul time at the start of the contract.

4. Seating: Pilot, plus one crew member seat.

C.3 CONDITION OF EQUIPMENT

1. The aircraft must comply with its type design. Any modifications shall have either an STC approval or a Form 337 approval.

2. All surfaces of the wings, empennage and fuselage shall be free of damage. All repairs must be of an approved type so as to return the aircraft to a new, or equal to new, condition. The landing gear shall be maintained in accordance with manufacturer's specifications. The tires shall be free of cuts and worn areas.

3. All fluid systems in the aircraft shall be free of leaks.

C.3 (Continued)

4. All windows and windshields must be clean, and free of scratches that hinder visibility. The aircraft interior must be clean and neat. There must be no unrepaired tears, rips or other damage in the upholstery or headliner. The exterior finish and paint must be clean and in good condition.

5. The instrument and control panels shall be finished with nonreflective paint. Each control and instrument required to be labeled shall be so labeled in accordance with aircraft's type design.

C.4 STANDARD EQUIPMENT

1. Aircraft shall be equipped in accordance with FAR 91., VFR day and night, and have the following:

(a) Full electrical system, including generator or alternator, battery and starter.

(b) Interphone system between pilot and gunner that is capable of "hands free" or "push to talk" operation at the gunner's position.

(c) Engine hour meter reading in hours and tenths, or hours and hundreds, actuated by an engine oil pressure switch to record engine running time only.

2. An approved fire extinguisher, a first aid kit and a survival kit will be furnished by the Government, and will be carried aboard the aircraft on all flights.

C.5 SPECIAL EQUIPMENT

1. The following requirements apply only to the Husky aircraft:

(a) The aircraft must comply with the "SERVICE BULLETIN # 14" pertaining to gross weight increase, special airworthiness and restricted operations.

(b) The aircraft must be equipped with:

- (i) Cabin air assembly
- (ii) Side window vent, front and rear
- (iii) Outside air temperature gauge
- (iv) Large oil cooler
- (v) Auxiliary cabin heat system (STC No. SA00298DE)
- (vi) Tires (8:50 X 6) 6 ply.

2. The following requirements apply only to the Piper aircraft:

(a) The aircraft will be required to be transferred from standard airworthiness certificate normal/utility category to special airworthiness certificate restricted category to increase

C.5 (Continued)

gross weight from 1750 lb. and 1500 lb. in normal and utility categories respectively to 2000 lb. in restricted category. This will consist of an inspection by USDA/APHIS/WS (Ron Livingston, 505/237-2291, or his designee) via a field approval FAA Form 337. Attaching hardware as described in the FAA Form 337 must be replaced every 12 months or 1000 hours, whichever occurs first.

(b) Oversize main landing wheel conversion as specified in STC SA279AL, or equal, which provides for wheel diameter of at least 21 inches.

3. The following requirements apply to both the Husky and Piper aircraft:

(a) Shoulder harness for both seats with inertia reel for front and rear seat. (Installation similar, but not limited to, examples found in FAA Advisory Circular 43.13-2, chapter 9.)

(b) Left and right side windows capable of being locked open in flight to provide adequate angle of fire for gunner. Window size limited to a maximum of 22 inches measured from front to rear of opening.

(c) Rear seat control stick removable and adequate protection provided for control mechanism and under seat area to prevent ejected shells, etc., from interfering with the controls.

(d) Protection for, or removal of, rear seat throttle quadrant to prevent interference by gunner.

(e) "High visibility" marking applied to aircraft as follows:

(1) Paint outer 4 inches of rear face of propeller
(11) Paint or tape leading edge of wing strut on shooting side.

(f) Large tail wheel of the "SCOTT" or "MAULE" type, or equivalent, which is approved for the aircraft. (Similar, but not limited to, those found in PA-18 aircraft specifications #1A2, #204.)

4. The following "Special Equipment" to be furnished by APHIS/WS:

- (a) Aircraft engine heater
- (b) Automatic flagman with three way pistol grip switch
- (c) GPS mounting bracket for GPS unit
- (d) Shotgun mounting rack.

C.6 CONTRACTOR-FURNISHED AVIONICS SYSTEMS

C.6 (Continued)

The following systems shall be furnished, installed, made operable and maintained by the Contractor in each contract aircraft in accordance with the installation and maintenance standards referenced elsewhere in this contract.

1. Radio Transmitter/Receiver Systems

The aircraft shall have:

(a) FAA approved Emergency Locator Transmitter unit (ELT) of the automatic deployable or automatic fixed type meeting the latest TSO of FAR 37.200 (currently TSO-91), attached to the aircraft as far after as practicable per FAR 91.52(c). The pilot shall ensure that each passenger is familiar with the operation of the ELT.

(b) Batteries in ELTs shall be maintained in accordance with FAR 91.52 (d) and Advisory Circular AC 00-35A including: legibly marking the expiration date of the battery or the outside of the ELT; using only factory supplied, properly dated batteries and not undated batteries obtained from a local store; and recording (in replacement battery, and the date(s) of compliance with the applicable AD notes for the ELT.

(c) One VHF/AM airways communication transmitter/receiver system, minimum 360 crystal control transmit and receive channels, 118.00 to 135.95 MHZ in 50 KHZ increments, minimum 5 watts transmit carrier power.

(d) One (1) VHF airways navigation VOR/LOC receiver with indicator, minimum 100 navigation receive crystal controlled channels.

(e) One (1) navigational LORAN C with 100 way point capability or GPS.

2. Audio Control System

(a) The installation standards of Paragraph 5 (b) under Installation and Maintenance Standards shall be carefully followed to avoid noise, interference, and crosstalk in the audio circuitry.

(b) The pilots shall be able to talk on all radio communication transmitters and the interphone system with a single microphone plugged into a single microphone jack. This will require a rotary (or equivalent) switch to select only one transmitter system at a time to the pilot's single microphone jack.

(c) The pilot shall be able to listen to all communication receivers and interphone systems with a single headset plugged into a single jack.

C.6 (Continued)

(d) The observer's/gunner's microphone and headset jack shall be paralleled with the pilot's jack, except isolation relays shall be provided for the mike circuits, and impedance matching networks for the headphones.

The observer's/gunner's cord shall be routed from the wing root panel with proper length (coil cord) for connection to the headset/microphone/PJ-055 and PJ-068 (to accept a U-174/U) jack.

(e) An override type interphone system shall mix with but not mute selected receiver audio and be operable without regard to the position of the transmitter selector switch. (Interphone push-to-talk switch separate from the transmit push-to-talk switch.)

(f) Separate push-to-talk switches for interphone and transmit shall be provided, the pilot's switches on the control stick and the observer's/gunner's switch mounted on the right rear floorboard.

The operation of a push-to-talk switch at any one position shall not energize the microphone at any other position.

(g) The system shall be designed for 600 OHM headsets, an electric boom-microphone (Gentex Mode 15060 noise-canceling boom microphone, or equal).

C.7 AVIONICS SYSTEM

1. The Government will furnish avionics equipment, for which the Contractor is required to make provisions in his aircraft.

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

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

4. The Government will furnish and maintain one VHF-FM mobile radio.

The Contractor is responsible for the balance of the system necessary to insure proper operation in accordance with the installation and maintenance standards cited below.

5. The Contractor shall furnish, install, make operable and maintain the balance of the system, including the following:

C.7 (Continued)

(a) The receiver audio, microphone audio, and transmitter keying circuits shall be connected to the aircraft's integrated audio and transmit selector system (designated Auxiliary), via a control cable from the main wiring harness terminated with a proper plug to accommodate radio make and model.

(b) A vertical polarized antenna shall be provided for each radio.

(c) Provide 12-volt DC power to government-furnished radio through a suitable circuit breaker.

(d) The government-furnished radio equipment shall remain in the aircraft during the entire contract period.

C.8 INSTALLATION AND MAINTENANCE STANDARDS

1. Particular attention is called to the following FAR requirements:

(a) All avionics installation and maintenance and approval of the aircraft for return to service after such installation and maintenance shall be performed by an FAA certified repair station or a manufacturer.

(b) All avionics systems shall be installed and maintained in accordance with the manufacturer's specifications and instructions and shall be made operable and maintained operable to the manufacturer's specifications.

4. Acceptable methods, techniques and practices for aircraft alterations, inspection and repair are detailed in FAR Part 43 and Advisory Circulars AC 43.13-1A and AC 43.13-2A.

5. The recommendations in AC 43.14-1A Chapter 11 Electrical Systems" and Chapter 15 "Radio and Electronic Systems," as well as AC 43.13-2A Chapter 1 "Structural Data," Chapter 2 "Radio Installation," Chapter 3 "Antenna Installation," shall be strictly adhered to. These include, but are not limited to the following:

(a) Wire and cable. Wire and cable selected for proper size and the environment they will be subjected to and marked (wire and cable marked with a combination of letters and numbers which identify the wire or cable, the circuit it belongs to, its gauge size or cable characteristics and any other information required to relate the wire or cable to the wiring diagram. Mark at each end at 30 to 38 cm. intervals along the wire or cable. Short wires or cables under 18 cm., mark in the middle. Coaxial cable and wire bundles, install marked sleeving), routed, tied, laced, clamped and protected per AC 43.13-1A Chapter 1.

(b) Interference protection. Bonding, shielding and filtering; per AC 43.13-1A Chapter 15, and in accordance with

C.8 (Continued)

Appendix 7 of ARINC Specification No. 413. Special care is mandatory in avoiding ground loops and interference coupling in "Category IV Sensitive Wiring" such as microphone circuits, audio output circuits, signal inputs to flight computers, etc. ARINC Spec. No. 413 can be purchased from:

Aeronautical Radio, Inc.
2551 Riva Road
Annapolis, MD 21401
Telephone: 410/266-4000
(ask for documents section)

(c) Antenna location. Antennas located to: minimize interaction among radio systems, minimize pickup of electrical interference; minimize obstruction to signal reception by aircraft or aircraft components; and avoid interference with air supply to pilot and instrument static sources; per AC 43.13-2A Chapter 3.

(d) Antenna installation. Antennas installed: on metallic skin, with reinforcing plates or doublers; on non-metallic skin or open frameworks, with an aluminum sheet ground plane, properly secured and electrically bonded to the airframe and of adequate size for the frequency of the antenna; per AC 43.13-2A Chapter 3.

(e) Antenna type. Antennas to be: weatherproof external antennas; vertically polarized for VHF or UHF communications and ELTs; polarization for navigation and other systems as required by the system; broadband for multi-channel communication systems (with VSWR less than 1.5 to 1 for narrow-band VHF communication antennas, less than 2 to 1 for broadband VHF communication antennas); and as required by the manufacturer of the system for other systems; per AC 43.13-2A Chapter 3.

(f) Equipment mounting. Avionics equipment mounting location and installation to: not interfere with flight crew safety space and comfort; be readily accessible for service; provide air circulation for proper cooling; protect from damage, by baggage, by seat deflection, by hazardous fluids or fumes (water, slurry, oxygen, fuel, etc.), by striking other equipment or parts of the aircraft; provide sufficient slack in all cables at units, instruments, and control heads to facilitate their removal and servicing; per AC43.13-2A Chapter 2.

SECTION D - PACKAGING AND MARKING

THERE ARE NO CLAUSES INCLUDED IN THIS SECTION

SECTION E - INSPECTION AND ACCEPTANCE

E.1 PRE-USE INSPECTION OF EQUIPMENT

The Contractor shall make its equipment available for inspection at the designated base of operations or other location acceptable to the Government at a mutually agreed upon time not later than 24 hours prior to the established reporting date. At the time of inspection the aircraft shall (1) be properly certified and registered by the FAA, and (2) comply with all specifications set forth herein.

If the aircraft meets all requirements of the contract, an Aircraft Data Card (APHIS Form 150) authorizing use of the equipment will be issued by the Contracting Officer or his/her designated representative. The Aircraft Data Card shall be with the aircraft throughout the contract period.

E.2 INSPECTION/REINSPECTION EXPENSES

The Contractor will not be charged for the pre-use inspection nor one reinspection after each 90 calendar days of exclusive use within the contract period. The expense of any other reinspection required due to either the Contractor's failure to provide equipment or personnel meeting contract requirements or from substitution of personnel or equipment will be charged to the Contractor.

SECTION F - DELIVERIES OR PERFORMANCE

F.1 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

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):

www.usda/aphis.usda.gov/mppls/ (On Bulletin Board)

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

NUMBER	TITLE	DATE
52.247-34	F.O.B. DESTINATION	NOV 1991

F.2 AGAR 452.211-74 PERIOD OF PERFORMANCE (FEB 1988)

The period of performance of this contract is from the effective date of the contract through September 30, 2000.

F.3 NOTICE OF PERFORMANCE

The Contractor shall report within 30 days after notice of award. Following the 30-day period or during any subsequent renewal periods, the Government reserves the right to vary the established start date by up to plus or minus 7 days, upon 3 days advance notice.

F.4 EXCLUSIVE USE

Exclusive use shall commence at 8:00 a.m., local time at the designated base or at such time and location stipulated by the Government on the first report day of the contract period. The aircraft and all required support equipment shall be made available exclusively for the use of the Government 24 hours per day, 7 days per week.

F.5 LIQUIDATED DAMAGES

(a) If the Contractor fails to provide the aircraft or fails to maintain it in accordance with the requirements in Section H, the Government may obtain the required aircraft elsewhere and charge the contractor any excess cost. Further, the Contractor may be liable for any additional actual damages to the Government resulting from such failure to perform.

(b) The Contractor shall not be charged with liquidated

F.5 (Continued)

damages when the delay in delivery or performance arises out of causes beyond the control and without the fault or negligence of the Contractor as defined in the Termination for Default-- Supplies and Services clause in this contract.

SECTION G - CONTRACT ADMINISTRATION DATA

G.1 CONTRACTING OFFICER'S REPRESENTATIVE

The Contracting Officer will designate the individuals(s) as the Contracting Officer's Representative (COR) and or the Contracting Officer's Technical Representative (COTR).

The COR is responsible for administering the performance of work under this contract. In no event, will any understanding, agreement, modification, change order, or other matter deviating from the terms of this contract be effective binding upon the Government unless a written modifications is executed by the Contracting Officer.

The Contracting Officer shall be informed as soon as possible of any actions or inactions by the Contractor or the Government which will change the required delivery or completion times stated in the contract. On all matters that pertain to contract terms and conditions, the Contractor shall communicate with the Contracting Officer.

Whenever, in the opinion of the Contractor, the COR requests effort outside the scope of the contract, the Contractor should so advise the COR. If the COR persists and there still exists a disagreement as to proper contractual coverage, the Contracting Officer should be notified immediately in writing if time permits. Proceeding with work without proper contractual coverage could result in nonpayment or necessitate submittal of a contract claim.

G.2 PAYMENT TERMS

Payment will be made only for flight time ordered by the Contracting Officer or his/her authorized representative, including required ferry flights between bases of operation.

Flying time shall be recorded in hours and tenths by means of an approved mechanical time recorder as required in the specifications.

Payment shall not be made for reporting to or for removal from the designated base stipulated in the Schedule.

G.3 REIMBURSEMENT ITEMS

1. Airport Use - The Government will reimburse the Contractor for any airport use costs the Contractor is required to pay when ordered to operate from an airport other than the designated base. This is intended to cover such items as airport landing fees, tie-down charges or similar charges. Costs shall be supported by paid itemized invoices.

SECTION H - SPECIAL CONTRACT REQUIREMENTS

H.1 RESCUE AND SALVAGE RESPONSIBILITIES

Salvage of damaged or demolished aircraft will be done at the Contractor's expense. No equipment or personnel performing under this contract may be used on such operations unless authorized by the Government.

H.2 FUEL, OIL AND LUBRICANTS

All fuel, and any enroute replacement oil and lubricants required for the aircraft during the effective period of the contract shall be furnished by the Government, except for flights accomplished for the benefit of the Contractor.

H.3 MAINTENANCE REQUIREMENTS

The aircraft shall be fully maintained by the Contractor. If maintenance is required at locations other than the Contractor's home base, the Contractor shall provide appropriate maintenance support, equipment and personnel necessary to repair the aircraft. Transportation of maintenance personnel and equipment shall be provided by the Contractor at no additional cost to the Government.

Aircraft shall be maintained in accordance with the manufacturer's specifications, applicable APHIS regulations, and the company's operations specifications and maintenance manual. Aircraft components which have been operated beyond the published limitation specified by FAA or the manufacturer will be inspected, overhauled and/or replaced as required by the FAA or by the manufacturer's publication. Engines and/or major components having so as to minimize unavailability during the exclusive use period or extension thereof.

All applicable manufacturer's mandatory bulletins and FAA Airworthiness Directives shall be complied with prior to performance of this contract. Bulletins or Airworthiness Directives published during the contract shall be complied in accordance with the individual bulletin or directive.

All maintenance deficiencies existing prior to the contract shall be corrected before the starting date of the contract. Those deficiencies occurring during the contract shall be corrected during normal scheduled maintenance.

The Contractor shall assure that all maintenance performed on contract aircraft is recorded in the affected aircraft's maintenance record in accordance with FAR 43 and FAR 91. In addition to aircraft time-in-service, the hour meter reading shall be recorded for all maintenance record entries.

H.3 (Continued)

A copy of the contract aircraft's current maintenance record, containing as a minimum the information required by FAR 91.417, shall be kept at the designated base.

A separate list of FAA Airworthiness Directives and Manufacturer's Mandatory Service Bulletins on the make and model of aircraft offered will be made available, recording whether applicable or not and if applicable the date and airframe total time at compliance, method of compliance, next compliance due date if recurring, and authorized signature and number. List will be similar to that shown in Advisory Circular 43-9A, Appendix 3.

The Contractor shall supply at the time of the initial agency inspection a list of all items installed on the aircraft which are required to be overhauled or replaced on a specified time basis. This list shall include the component names, serial numbers, service life (or inspection/overhaul time), total time since major inspection.

The Contractor shall immediately notify the Contracting Officer or his/her authorized representative of any proposed change of any engine, power train, flight control, or major airframe.

H.4 REMOVAL OF AIRCRAFT FROM SERVICE

The aircraft may be taken out of service for scheduled or unscheduled maintenance. Removal of the aircraft from availability status during an established duty day will require prior approval of the COR. Maintenance shall be completed within 24 hours if schedule for service.

If the aircraft is not scheduled for service, it may be removed from the operating base for maintenance, provided the Contractor: (1) notifies the COR in advance; (2) obtains the availability schedule from the COR; (3) returns the aircraft to service before the beginning of the next availability period, and; (4) does not use the aircraft for any purpose other than maintenance test flights or ferry to and from the maintenance facilities.

Unavailability in excess of 3 full consecutive calendar days or in excess of any accumulated 7% of the exclusive use period shall constitute grounds for termination for default.

Payment for services rendered prior to termination for default will be made only on the basis of hours actually flown and no minimum guarantee will be effective.

H.5 FLIGHT OPERATIONS

Operations will be conducted by Government pilot(s).

H.6 SUBSTITUTION OF AIRCRAFT

H.6 (Continued)

The Contractor may substitute aircraft during performance of the contract, provided such substitution meets all requirements herein and is approved in writing by the Contracting Officer or his/her authorized representative. Request for substitution shall be made at least 10 days prior to exchange except for unforeseen conditions. Transportation of substitute aircraft to the point of use will be at the Contractor's expense.

H.7 ADDITIONAL AIRCRAFT

When aircraft, in addition to those under contract are required by the Government, the contractor may, upon request, furnish additional aircraft, if available. All terms and component, or of any major repair following an incident or accident, including the circumstances involved.

Routine maintenance shall be performed before or after the daily use or as approved by the Contracting Officer or his authorized representative.

The aircraft's required weight and balance data shall be determined by actual weighing of the aircraft within 2 years preceding the starting date of the contract, or renewal date, and following any major repair or major alteration or change to the equipment list which effect the center of gravity of the aircraft.

The aircraft's static system, transponder and encoding altimeters system shall be maintained in accordance with the requirements of FAR 91.215.

A test flight shall be performed at the Contractor's expense following overhaul, or replacement of any engine, propeller, major component, or flight control equipment, and following any adjustment of the flight control system before the aircraft resumes service under this contract. The result of the test flight shall be logged in the aircraft records by the pilot.

The aircraft shall have a maximum time available between scheduled/required inspection available for use at the start of the contract period. The aircraft engine and any 'time change' components, shall have not less than 400 hours with a stipulation that should the engine have less than 400 hours, proof of replacement engine availability will be required.

The Contractor is responsible for all maintenance however, the Government reserves the right to purchase any parts or services and subtract the cost of same for monies due the Contractor. The Government will coordinate such purchases with the Contractor for any maintenance that will exceed \$1,000.00.

H.8 AIRCRAFT STORAGE FACILITIES

Enclosed hangar facilities shall be provided by the Government for

H.8 (Continued)

the aircraft at the designated base.

H.9 DAMAGES

1. If the Contractor fails to ensure availability of the aircraft at any time during the contract period, the Government may obtain the required services elsewhere and charge the Contractor any excess cost. Further, the Contractor may be liable for any additional actual damages to the Government resulting from such failure to perform.

3. The Contractor shall not be charged with liquidated damages when the delay in delivery or performance arises out of causes beyond the control and without the fault or negligence of the Contractor, as defined in the Default clause referenced in Section I.

H.10 LIABILITY FOR LOSS OR DAMAGE WITH GOVERNMENT FURNISHED PILOT

The Contractor shall maintain full liability and hull insurance coverage, at its expense, for the aircraft listed on this contract. The insurance will apply during the Government use period and the Government does not assume risk or liability for any damage to the aircraft during the contract period. A copy of the insurance form must be provided to the Government for proof of coverage prior to the Government's use. The minimum qualifications as set forth in the Contractor's insurance coverage shall apply to all pilots furnished by the Government. The Government will, on request, furnish the name(s) of the pilot(s) and their qualifications that may be assigned to operate the aircraft.

If the aircraft is damaged or destroyed while in the custody of the Government, the Government will reimburse the Contractor for the deductible stipulated in the insurance coverage as follows:

a. In-motion accidents - Up to five percent (5%) of the current insured value of the aircraft stated in the policy, or \$10,000.00, whichever is less.

b. Not-in-motion accidents - A maximum of \$250.00 per accident. The Government is not responsible or liable for damage to or loss of the aircraft, nor any insurance deductible, which occurs as a result of negligence or fault in maintenance of the aircraft by the Contractor, or loss or damage resulting from a latent defect in construction of the aircraft or a component thereof.

Subject to the above provisions, if the aircraft is damaged by fault of the Government, the Government may, at its option, make the necessary repairs at a facility of its choice or have the Contractor make the necessary repairs.

The Contractor is liable to the Government for any damage to or

H.10 (Continued)

destruction of Government property arising out of the intentional negligent or careless activities of the Contractor, his employees, agents, or subcontractors.

PART II - CONTRACT CLAUSES

SECTION I - CONTRACT CLAUSES

I.1 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

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):

www.usda/aphis.usda.gov/mppls/ (On Bulletin Board)

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

NUMBER	TITLE	DATE
52.209-6	PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT	JUL 1995
52.212-4	CONTRACT TERMS AND CONDITIONS-- COMMERCIAL ITEMS	MAY 1999
52.214-29	ORDER OF PRECEDENCE - SEALED BIDDING	JAN 1986
52.217-2	CANCELLATION UNDER MULTIYEAR CONTRACTS	OCT 1997
52.219-6	NOTICE OF TOTAL SMALL BUSINESS SET-ASIDE	JUL 1996
52.222-3	CONVICT LABOR	AUG 1996
52.222-21	PROHIBITION OF SEGREGATED FACILITIES	FEB 1999
52.222-26	EQUAL OPPORTUNITY	FEB 1999
52.222-35	AFFIRMATIVE ACTION FOR DISABLED VETERANS AND VETERANS OF THE VIETNAM ERA	APR 1998
52.222-36	AFFIRMATIVE ACTION FOR WORKERS WITH DISABILITIES	JUN 1998
52.222-37	EMPLOYMENT REPORTS ON DISABLED VETERANS AND VETERANS OF THE VIETNAM ERA	JAN 1999
52.225-3	BUY AMERICAN ACT - SUPPLIES	JAN 1994
52.225-11	RESTRICTIONS ON CERTAIN FOREIGN PURCHASES	AUG 1998
52.225-21	BUY AMERICAN ACT--NORTH AMERICAN FREE TRADE AGREEMENT IMPLEMENTATION ACT--BALANCE OF PAYMENTS PROGRAM	JAN 1997
52.232-23	ASSIGNMENT OF CLAIMS	JAN 1986

I.1 (Continued)

NUMBER	TITLE	DATE
52.232-25	PROMPT PAYMENT	JUN 1997
52.232-29	TERMS FOR FINANCING OF PURCHASES OF COMMERCIAL ITEMS	OCT 1995
52.232-30	INSTALLMENT PAYMENTS FOR COMMERCIAL ITEMS	OCT 1995
52.233-1	DISPUTES	DEC 1998
52.233-3	PROTEST AFTER AWARD	AUG 1996
52.253-1	COMPUTER GENERATED FORMS	JAN 1991

I.2 52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS--COMMERCIAL ITEMS (MAY 1999)

(a) The Contractor agrees to 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); and
- (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) 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:

- (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 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 (Pub. L. 103-403, section 304, Small Business Reauthorization and Amendments Act of 1994).
 - (ii) Alternate I to 52.219-5
 - (iii) Alternate II 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

I.2 (Continued)

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) 52.222-21, Prohibition of Segregated Facilities (Feb 1999).
- (12) 52.222-26, Equal Opportunity (E.O. 11246).
- (13) 52.222-35, Affirmative Action for Disabled Veterans and Veterans of the Vietnam Era. (38 U.S.C. 4212).
- (14) 52.222-36, Affirmative Action for Workers with Disabilities (29 U.S.C. 793).
- (15) 52.222-37, Employment Reports on Disabled Veterans and Veterans of the Vietnam Era (38 U.S.C. 4212).
- (16) 52.225-3, Buy American Act--Supplies (41 U.S.C. 10).
- (17) 52.225-9, Buy American Act--Trade Agreements Act--Balance of Payments Program (41 U.S.C. 10, 19 U.S.C. 2501-2582).
- (18) [Reserved.]
- (19) 52.225-18, European Union Sanction for End Products (E.O. 12849).
- (20) 52.225-19, European Union Sanction for Services (E.O. 12849).
- (21) (i) 52.225-21, Buy American Act--North American Free Trade Agreement Implementation Act--Balance of Payments Program (41 U.S.C 10, Pub. L. 103-187).
 - (ii) Alternate I of 52.225-21.

I.2 (Continued)

- (22) 52.232-33, Payment by Electronic Funds Transfer--
Central Contractor Registration (31 U.S.C. 3332).
 - (23) 52.232-34, Payment by Electronic Funds Transfer--
Other than Central Contractor Registration (31 U.S.C.
3332).
 - (24) 52.232-36, Payment by Third Party (31 U.S.C. 3332).
 - (25) 52.239-1, Privacy or Security Safeguards (5 U.S.C.
552a).
 - (26) 52.247-64, Preference for Privately Owned U.S.-Flag
Commercial Vessels (46 U.S.C. 1241).
- (c) The Contractor agrees to 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:
- (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.).
- (d) Comptroller General Examination of Record. The Contractor agrees to 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.

I.2 (Continued)

- (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 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).

I.3 52.216-19 ORDER LIMITATIONS (OCT 1995)

- (a) Minimum order . When the Government requires supplies or services covered by this contract in an amount of less than N/A, 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 N/A;

I.3 (Continued)

- (2) Any order for a combination of items in excess of N/A; or
 - (3) A series of orders from the same ordering office within n/a 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 n/a 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.

52.216-21 REQUIREMENTS

OCT 1995

I.4 52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT (MAR 1989)

- (a) The Government may extend the term of this contract by written notice to the Contractor within 30 days; provided, that the Government shall give 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 provision.
- (c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed 2 years, 10 months.

52.232-34 PAYMENT BY ELECTRONIC FUNDS
TRANSFER--OTHER THAN CENTRAL
CONTRACTOR REGISTRATION

MAY 1999

PART III - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS

SECTION J - LIST OF ATTACHMENTS

THERE ARE NO ATTACHMENTS IN THIS DOCUMENT

PART IV - REPRESENTATIONS AND INSTRUCTIONS

SECTION K - REPRESENTATIONS, CERTIFICATIONS, AND
OTHER STATEMENTS OF OFFERORSK.1 52.212-3 OFFEROR REPRESENTATIONS AND CERTIFICATIONS--
COMMERCIAL ITEMS (JUN 1999) Alternate III (JAN 1999)

(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 standard industrial classification code designated.

"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.

"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.

K.1 (Continued)

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 _____

K.1 (Continued)

(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) 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.
- (3) 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.

- (4) Women-owned business concern (other than small business concern) . [Complete only if the offeror is a women-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.
- (5) 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:

(6) 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

K.1 (Continued)

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

(7) (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 is listed, on the date of this representation, on the register of small disadvantaged business concerns maintained by the Small Business Administration, 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

K.1 (Continued)

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:_____.]
- (8) (Reserved)
- (9) HUBZone 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--
- (i) It [] is, [] is not a HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration, and no material change in ownership and control, principal place of ownership, or HUBZone employee percentage has occurred since it was certified by the Small Business Administration in accordance with 13 CFR part 126; and
- (ii) It [] is, [] is not a joint venture that complies with the requirements of 13 CFR part 126, and the representation in paragraph (c)(9)(i) of this provision is accurate for the HUBZone small business concern or concerns that are participating in the joint venture. [The offeror shall enter the name or names of the HUBZone small business concern or concerns that are participating in the joint venture:
-
-

K.1 (Continued)

_____.]

Each HUBZone small business concern participating in the joint venture shall submit a separate signed copy of the HUBZone representation.

- (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; 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--Trade Agreements--Balance of Payments Program Certificate . (Applies only if FAR clause 52.225-9, Buy American Act-Trade Agreement-Balance of Payments Program, is included in this solicitation.)
- (1) The offeror hereby 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 entitled "Buy American Act--Trade Agreements--Balance of Payments Program") and that components of

K.1 (Continued)

unknown origin have been considered to have been mined, produced, or manufactured outside the United States, a designated country, a North American Free Trade Agreement (NAFTA) country, or a Caribbean Basin country, as defined in section 25.401 of the Federal Acquisition Regulation.

(2) Excluded End Products:

LINE ITEM NO.	COUNTRY OF ORIGIN
_____	_____
_____	_____

(List as necessary)

(3) Offers will be evaluated by giving certain preferences to domestic end products, designated country end products, NAFTA country end products, and Caribbean Basin country end products over other end products. In order to obtain these preferences in the evaluation of each excluded end product listed in paragraph (f)(2) of this provision, offerors must identify and certify below those excluded end products that are designated or NAFTA country end products, or Caribbean Basin country end products. Products that are not identified and certified below will not be deemed designated country end products, NAFTA country end products, or Caribbean Basin country end products. Offerors must certify by inserting the applicable line item numbers in the following:

(i) The offeror certifies that the following supplies qualify as "designated or NAFTA country end products" as those terms are defined in the clause entitled "Buy American Act--Trade Agreements--Balance of Payments Program":

(Insert line item numbers)

(ii) The offeror certifies that the following supplies qualify as "Caribbean Basin country end products" as that term is defined in the clause entitled "Buy American Act--Trade Agreements--Balance of Payments Program":

(Insert line item numbers)

(4) Offers will be evaluated in accordance with FAR Part 25.

K.1 (Continued)

(g) (1) Buy American Act--North American Free Trade Agreement Implementation Act--Balance of Payments Program . (Applies only if FAR clause 52.225-21, Buy American Act--North American Free Trade Agreement Implementation Act--Balance of Payments Program, is included in this solicitation.)

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

(ii) Excluded End Products:

LINE ITEM NO. COUNTRY OF ORIGIN

(List as necessary)

(iii) Offers will be evaluated by giving certain preferences to domestic end products or NAFTA country end products over other end products. In order to obtain these preferences in the evaluation of each excluded end product listed in paragraph (g)(1)(ii) of this provision, offerors must identify and certify below those excluded end products that are NAFTA country end products. Products that are not identified and certified below will not be deemed NAFTA country end products. The offeror certifies that the following supplies qualify as "NAFTA country end products" as that term is defined in the clause entitled "Buy American Act--North American Free Trade Agreement Implementation Act--Balance of Payments Program":

(Insert line item numbers)

(iv) Offers will be evaluated in accordance with Part 25 of the Federal Acquisition Regulation. In addition, if this solicitation is for supplies for use outside the United States, an evaluation factor of 50 percent will be applied to offers of end products that are not domestic or NAFTA

K.1 (Continued)

country end products.

- (2) Alternate I . If Alternate I to the clause at 52.225-21 is included in this solicitation, substitute the following paragraph (g)(1)(iii) for paragraph (g)(1)(iii) of this provision:

- (g) (1) (iii) Offers will be evaluated by giving certain preferences to domestic end products or Canadian end products over other end products. In order to obtain these preferences in the evaluation of each excluded end product listed in paragraph (b) of this provision, offerors must identify and certify below those excluded end products that are Canadian end products. Products that are not identified and certified below will not be deemed Canadian end products.

The offeror certifies that the following supplies qualify as "Canadian end products" as that term is defined in the clause entitled "Buy American Act--North American Free Trade Agreement Implementation Act--Balance of Payments Program":

(Insert line item numbers)

- (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 evasion, 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.

K.2 52.214-14 PLACE OF PERFORMANCE--SEALED BIDDING
(APR 1985)

- (a) The bidder, in the performance of any contract resulting from this solicitation, [] intends, [] does not intend [check applicable box] to use one or more plants or facilities located at a different address from the address of the bidder as indicated in this bid.
- (b) If the bidder checks "intends" in paragraph (a) above, it shall insert in the spaces provided below the required information:

Place of Performance (Street Address, City, County, State, Zip Code)	Name and Address of Owner and Operator of the Plant or Facility if Other than Bidder
--	--

K.3 52.219-1 SMALL BUSINESS PROGRAM REPRESENTATIONS
(MAY 1999) Alternate II (JAN 1999)

- (a) (1) The standard industrial classification (SIC) code for this acquisition is 4522.
- (2) The small business size standard is 500 employees .
- (3) The small business size standard for a concern which submits an offer in its own name, other than on a construction or service contract, but which proposes to furnish a product which it did not itself manufacture, is 500 employees.
- (b) Representations .
 - (1) The offeror represents as part of its offer that it [] is, [] is not a small business concern.
 - (2) (Complete only if the offeror represented itself as a small business concern in paragraph (b)(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.
 - (3) (Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.) The offeror represents as part of its offer that it [] is, [] is not a women-owned small business concern.
 - (4) (Reserved)

K.3 (Continued)

(5) (Complete only if offeror represented itself as a small business concern in paragraph (b)(1) of this provision.) The offeror represents, as part of its offer, that--

(i) It [] is, [] is not a HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration, and no material change in ownership and control, principal place of ownership, or HUBZone employee percentage has occurred since it was certified by the Small Business Administration in accordance with 13 CFR part 126; and

(ii) It [] is, [] is not a joint venture that complies with the requirements of 13 CFR part 126, and the representation in paragraph (b)(5)(i) of this provision is accurate for the HUBZone small business concern or concerns that are participating in the joint venture. [The offeror shall enter the name or names of the HUBZone small business concern or concerns that are participating in the joint venture:

_____.]

Each HUBZone small business concern participating in the joint venture shall submit a separate signed copy of the HUBZone representation.

(c) Definitions .

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

"Women-owned small business concern," as used in this provision, 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.

(d) Notice .

K.3 (Continued)

- (1) If this solicitation is for supplies and has been set aside, in whole or in part, for small business concerns, then the clause in this solicitation providing notice of the set-aside contains restrictions on the source of the end items to be furnished.
- (2) Under 15 U.S.C. 645(d), any person who misrepresents a firm's status as a small, small disadvantaged, or women-owned small business concern in order to obtain a contract to be awarded under the preference programs established pursuant to section 8(a), 8(d), 9, or 15 of the Small Business Act or any other provision of Federal law that specifically references section 8(d) for a definition of program eligibility, shall--
 - (i) Be punished by imposition of fine, imprisonment, or both;
 - (ii) Be subject to administrative remedies, including suspension and debarment; and
 - (iii) Be ineligible for participation in programs conducted under the authority of the Act.

K.4 52.219-2 EQUAL LOW BIDS (OCT 1995)

- (a) This provision applies to small business concerns only.
- (b) The bidder's status as a labor surplus area (LSA) concern may affect entitlement to award in case of tie bids. If the bidder wishes to be considered for this priority, the bidder must identify, in the following space, the LSA in which the costs to be incurred on account of manufacturing or production (by the bidder or the first-tier subcontractors) amount to more than 50 percent of the contract price.

- (c) Failure to identify the labor surplus areas as specified in paragraph (b) of this provision will preclude the bidder from receiving priority consideration. If the bidder is awarded a contract as a result of receiving priority consideration under this provision and would not have otherwise received award, the bidder shall perform the contract or cause the contract to be performed in accordance with the obligations of an LSA concern.

K.5 52.222-22 PREVIOUS CONTRACTS AND COMPLIANCE REPORTS (FEB 1999)

The offeror represents that--

- (a) It [] has, [] has not participated in a previous contract or subcontract subject to the Equal Opportunity clause of this solicitation;
- (b) It [] has, [] has not filed all required compliance reports; and
- (c) Representations indicating submission of required compliance reports, signed by proposed subcontractors, will be obtained before subcontract awards.

K.6 52.222-25 AFFIRMATIVE ACTION COMPLIANCE (APR 1984)

The offeror represents that

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

K.7 52.225-1 BUY AMERICAN CERTIFICATE (DEC 1989)

The offeror certifies that each end product, except those listed below, is a domestic end product (as defined in the clause entitled "Buy American Act--Supplies"), and that components of unknown origin are considered to have been mined, produced, or manufactured outside the United States.

Excluded End Products	Country of Origin
_____	_____
_____	_____
_____	_____

(List as necessary)

Offerors may obtain from the Contracting Officer lists of articles, materials, and supplies excepted from the Buy American Act.

K.8 52.225-20 BUY AMERICAN ACT--NORTH AMERICAN FREE TRADE AGREEMENT IMPLEMENTATION ACT--BALANCE OF PAYMENTS PROGRAM CERTIFICATE (JAN 1997)

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

(b) Excluded End Products:

LINE ITEM NO.	COUNTRY OF ORIGIN
_____	_____
_____	_____
_____	_____

(List as necessary)

(c) Offers will be evaluated by giving certain preferences to domestic end products or NAFTA country end products over other end products. In order to obtain these preferences in the evaluation of each excluded end product listed in paragraph (b) of this provision, offerors must identify and certify below those excluded end products that are NAFTA country end products. Products that are not identified and certified below will not be deemed NAFTA country end products.

The offeror certifies that the following supplies qualify as "NAFTA country end products" as that term is defined in the clause entitled "Buy American Act--North American Free Trade Agreement Implementation Act--Balance of Payments Program.":

LINE ITEM NO.	COUNTRY OF ORIGIN
_____	_____
_____	_____
_____	_____

(List as necessary)

(d) Offers will be evaluated in accordance with Part 25 of the Federal Acquisition Regulation. In addition, if this solicitation is for supplies for use outside the United States, an evaluation factor of 50 percent will be applied to offers of end products that are not domestic or NAFTA country end products.

K.9 AGAR 452.222-70 COMPLIANCE WITH VETERANS EMPLOYMENT REPORTING REQUIREMENTS (JAN 1999) (DEVIATION)(USDA)

(a) The Offeror represents that, if it is subject to the reporting requirements of 38 U.S.C. 4212 (d)(i.e., the VETS-100 report

K.9 (Continued)

required by FAR clause 52.222-37, Employment Reports on Disabled Veterans and Veterans of the Vietnam Era), it has [] , has not[] , submitted the most recent report required by 38 U.S.C. 4212(d).

- (b) An offeror who checks "has not" may not be awarded a contract until the required report is filed.

SECTION L - INSTRUCTIONS, CONDITIONS, AND
NOTICES TO OFFERORS

L.1 52.252-1 SOLICITATION PROVISIONS INCORPORATED
BY REFERENCE (FEB 1998)

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at this/these address(es):

www.usda/aphis.usda.gov/mppls/ (On Bulletin Board)

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

NUMBER	TITLE	DATE
52.204-6	DATA UNIVERSAL NUMBERING SYSTEM (DUNS) NUMBER	JUN 1999
52.212-1	INSTRUCTIONS TO OFFERORS-- COMMERCIAL ITEMS	JUN 1999
52.214-1	SOLICITATION DEFINITIONS - SEALED BIDDING	JUL 1987
52.214-3	AMENDMENTS TO INVITATIONS FOR BIDS	DEC 1989
52.214-4	FALSE STATEMENTS IN BIDS	APR 1984
52.214-5	SUBMISSION OF BIDS	MAR 1997
52.214-6	EXPLANATION TO PROSPECTIVE BIDDERS	APR 1984
52.214-7	LATE SUBMISSIONS, MODIFICATIONS, AND WITHDRAWALS OF BIDS	MAY 1997
52.214-9	FAILURE TO SUBMIT BID	JUL 1995
52.214-10	CONTRACT AWARD - SEALED BIDDING	JUL 1990
52.214-12	PREPARATION OF BIDS	APR 1984
52.214-34	SUBMISSION OF OFFERS IN THE ENGLISH LANGUAGE	APR 1991
52.214-35	SUBMISSION OF OFFERS IN US CURRENCY	APR 1991
52.216-27	SINGLE OR MULTIPLE AWARDS	OCT 1995
52.225-2	WAIVER OF BUY AMERICAN ACT FOR CIVIL AIRCRAFT AND RELATED ARTICLES	JAN 1996
52.232-15	PROGRESS PAYMENTS NOT INCLUDED	APR 1984

L.2 AGAR 452.204-70 INQUIRIES (FEB 1988)

Inquiries and all correspondence concerning this solicitation should be submitted in writing to the Contracting Officer. Offerors should contact only the Contracting Officer issuing the solicitation about any aspect of this requirement prior to contract award.

SECTION M - EVALUATION FACTORS FOR AWARD

M.1 52.252-1 SOLICITATION PROVISIONS INCORPORATED
BY REFERENCE (FEB 1998)

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at this/these address(es):

www.usda/aphis.usda.gov/mppls/ (On Bulletin Board)

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

NUMBER	TITLE	DATE
52.214-22	EVALUATION OF BIDS FOR MULTIPLE AWARDS	MAR 1990
52.217-5	EVALUATION OF OPTIONS	JUL 1990

M.2 AGAR 452.216-72 EVALUATION QUANTITIES --
INDEFINITE DELIVERY CONTRACT (FEB 1988)

To evaluate offers for award purposes, the Government will apply the offeror's proposed fixed-prices/rates to the estimated quantities included in the solicitation, and will add other direct costs if applicable.