

July 8, 1965

Professor Froelich Rainey
Brown Univ. Archaeological Expedition
Ambler, Alaska

Dear Fro:

Vittoria and David included various messages from me yesterday. Since then, I have talked with Lee Langen. He was delayed in New York, so we met at my house last evening and had a five hour session. The main result of this is that there is some possibility of starting the instrument tests on August 5th instead of the 15th. This would enable us to have one day at Grasshopper before the field school terminates. Dr. Thompson had hoped that his students could see the new gadget. Then, we'd probably go to Thompson's sites near Tucson and to New Mexico.

This, however, brings us into direct conflict with the Camden, S. Carolina job. May I back out of this, or offer Henry Borstling alone if there is enough money left from our \$500 Penna. contract? In the latter case there would still be the complication of getting the proton magnetometer to Mr. Beer in Peru.

In regard to the alkali vapor (they have used caesium instead of rubidium) magnetometer costs, Varian would like to have the \$15,000 after the August field tests. Then, they are expecting \$10,000 in September or October for six months' rental for a period of two years. If the instrument proves satisfactory, perhaps we could revise this agreement and have the \$10,000 applied to its purchase. I hope that we can rustle this \$10,000 out of the NSF.

We seem to be getting funds for our fringe activities, but nothing for the core. There are the new metallurgical grant (\$23,800 for two years), the C-14 grant, and our little contract with the state of Pennsylvania.

I just telephoned Dr. Aborn, and he said it was too soon for a reply - early next week, hopefully. He did say that I had answered the major issues and that the biggest problem remaining is the amount. He and Dr. Smith will go over it this week and may then suggest which item(s) should be deleted.

With best regards,

EKR:ek

May 10, 1975

Dear Mr. Rourke:

I have been discussing the Bering Land Bridge Cultural Resource Study (preposal #75-13) with my staff in the Applied Science Center here at the Museum and we have decided to make a preliminary response to this in order to get your reaction before preparing a detailed proposal.

As background, I am myself an old hand in the Arctic having worked in anthropology and archaeology in the Bering Straits region for about seven years. My principal discovery there was the ancient site of the Ipiutak at Point Hope, although I have also published the archaeology of St. Lawrence Island. Henry Michael, here at the Museum, has also worked in the Arctic and did this thesis on Bering Straits migrations. At the moment we have an expedition under John Bockstoe near Nome. George Bass, of our staff, pioneered undersea archaeology in the Mediterranean and our laboratories here developed the cesium magnetometer, which is by far the most sensitive magnetometer used in archaeology. MASCA is supported by a grant of the National Science Foundation and we continue to develop new techniques for archaeological survey and dating.

The literature and data research covering archaeological/cultural resources potential certainly can be handled by our staff here. That is really no great problem. Phase two has been far the most difficult, that is, the field work in the Bering Straits area. From our experience in developing underwater archaeology we are well aware that even the most modern techniques for putting men under water is not practical in the Bering Straits. However, we have explored two other undersea search techniques which we think are applicable. First is the use of the cesium magnetometers which are so extremely sensitive. There are only two of those now in operation and we have them both here. However, we have not yet water-proofed the sensors for work undersea as we did with the much less sensitive proton magnetometers. We could revamp these magnetometers for work undersea at a cost of less than \$20,000 (the instruments themselves are worth about \$25,000 a piece). I have myself examined the shallows off Cape Prince of Wales from a Coast Guard ship several years ago and I believe the magnetometers could be used successfully in a search for cultural remains in that area.

Mr. J. A. Rourke
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The second practical possibility is the use of undersea television. We have used that extensively in the Mediterranean with satisfactory results and I feel sure this could be used to advantage in the Bering Sea.

Our preliminary discussions for this project indicate that we could carry it out from on the order of \$40 to \$45,000. If all this seems reasonable to you as a preliminary statement of our possible participation of such a project I hope you will get in touch with me. Henry Michael tells me he has already talked to you on the telephone and I simply wanted to assure you that as the Director of MASCA I would be interested in considering this proposal in further detail.

All best wishes,

Froelich Rainey
Director

Mr. J. A. Rourke
U.S. Department of the Interior
Bureau of Land Management
18th and C Streets, N.W.
Washington, D.C. 20240

THE FOLLOWING CHECKED SECTIONS ARE CONTAINED HEREIN

(X)	SECTION	TITLE	PAGE
		<u>PART I, GENERAL INSTRUCTIONS</u>	
X	A	Standard Form (SF) 33, Solicitation, Offer and Award	1
X	B	Representations, Certifications, Acknowledgments and Other Statements of Offeror: (1) Page 2 of SF-33	3
X	C	Instructions, Conditions, and Notice to Offerors and SF 33A dated March 1969	5
X	D	Evaluation and Award Factors	11
		<u>PART II, SCHEDULE</u>	
X	E	Supplies/Services and Prices	13
	F	Description/Specifications	
	G	Preservation/Packaging/Packing	
X	H	Deliveries/Performance	16
X	I	Inspection and Acceptance	
X	J	Special Provisions	17
X	K	Contract Administration Data	17
		<u>PART III, GENERAL PROVISIONS</u>	
X	L	General Provisions	18
		<u>PART IV, LIST OF DOCUMENTS, EXHIBITS, AND OTHER ATTACHMENTS</u>	
X	M	List of Document, Exhibits and Other Attachments	19

REPRESENTATIONS, CERTIFICATIONS, AND ACKNOWLEDGMENTS

The Offeror represents and certifies as part of his offer that: (Check or complete all applicable boxes or blocks.)

1. SMALL BUSINESS (See par. 14 on SF 33-A.)

He is, is not, a small business concern. If offeror is a small business concern and is not the manufacturer of the supplies offered, he also represents that all supplies to be furnished hereunder will, will not, be manufactured or produced by a small business concern in the United States, its possessions, or Puerto Rico.

2. REGULAR DEALER—MANUFACTURER (Applicable only to supply contracts exceeding \$10,000.)

He is a regular dealer in, manufacturer of, the supplies offered.

3. CONTINGENT FEE (See par. 15 on SF 33-A.)

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

4. TYPE OF BUSINESS ORGANIZATION

He operates as an individual, a partnership, a nonprofit organization, a corporation, incorporated under the laws of the State of _____

5. AFFILIATION AND IDENTIFYING DATA (Applicable only to advertised solicitations.)

Each offeror shall complete (a) and (b) if applicable, and (c) below:

(a) He is, is not, owned or controlled by a parent company. (See par. 16 on SF 33-A.)

(b) If the offeror is owned or controlled by a parent company, he shall enter in the blocks below the name and main office address of the parent company:

Name of Parent company and main office address _____
(include ZIP Code) _____

(c) Employer's identification number (See par. 17 on SF 33-A.) _____ (Offeror's E.I. No.) _____ (Parent Company's E.I. No.) _____

6. EQUAL OPPORTUNITY

He has, has not, participated in a previous contract or subcontract subject either to the Equal Opportunity clause herein or the clause originally contained in section 301 of Executive Order No. 10925, or the clause contained in section 201 of Executive Order No. 11114; that he has, has not, filed all required compliance reports; and that representations indicating submission of required compliance reports, signed by proposed subcontractors, will be obtained prior to subcontract awards. (The above representation need not be submitted in connection with contracts or subcontracts which are exempt from the clause.)

7. BUY AMERICAN CERTIFICATE

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

EXCLUDED END PRODUCTS	COUNTRY OF ORIGIN

8. CERTIFICATION OF INDEPENDENT PRICE DETERMINATION (See par. 18 on SF 33-A.)

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

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

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

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

(b) Each person signing this offer certifies that:

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

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

9. CERTIFICATION OF NONSEGREGATED FACILITIES

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

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

Notice to prospective subcontractors of requirement for certifications of nonsegregated facilities.

A Certification of Nonsegregated Facilities must be submitted prior to the award of a subcontract exceeding \$10,000 which is not exempt from the provisions of the Equal Opportunity clause. The certification may be submitted either for each subcontract or for all subcontracts during a period (i.e., quarterly, semiannually, or annually). NOTE: The penalty for making false statements in offers is prescribed in 18 U.S.C. 1001.

ACKNOWLEDGMENT OF AMENDMENTS	AMENDMENT NO.	DATE	AMENDMENT NO.	DATE
The offeror acknowledges receipt of amendments to the Solicitation for Offers and related documents numbered and dated as follows.				

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

Section B (continued)

10. List the names and telephone numbers of persons authorized to conduct negotiations.

11. Preference for Labor Surplus Concerns. This procurement is not set aside for labor surplus area concerns. However, the bidder's status as such a concern may affect entitlement to award in case of tie bids or bid evaluation in accordance with the Buy American clause of this solicitation. In order to have his entitlement to a preference determined if those circumstances should apply, the bidder must:

(i) furnish with his bid, evidence that he or his first-tier subcontractor is a certified-eligible concern with a first preference in accordance with 29 CFR 8.7(b) and 8.9(c) or a certified-eligible concern with a second preference in accordance with 29 CFR 8.7(c) and 8.9(d), and identify below the address at which the costs he will incur on account of manufacturing or production (by himself if a certified concern or by certified concerns acting as first-tier subcontractors) amount to more than twenty-five percent (25%) of the contract price, or

(ii) identify below the persistent or substantial labor surplus area in which the costs he will incur on account of manufacturing or production (by himself or his first-tier subcontractors) amount to more than fifty percent (50%) of the contract price. (If the bidder proposes to qualify as a persistent or substantial labor surplus area concern not located in a labor surplus area, evidence of such certification must be furnished.)

Failure to furnish evidence of certification by the Secretary of Labor if applicable, and to identify the locations as specified above will preclude consideration of the bidder as a labor surplus concern. Bidder agrees that if, as a labor surplus area concern, he is awarded a contract for which he would not have qualified in the absence of such status, he will perform the contract or cause it to be performed, in accordance with the obligations which such status entails.

12. State the intended primary place of performance, including the street address, and name and address of owner.

13. Requirement for Technical Data Certification. The offeror shall submit with his offer a certification as to whether he has delivered or is obligated to deliver to the Government under any contract or subcontract the same or substantially the same technical data included in his offer; if so, he shall identify one such contract or subcontract under which such technical data was delivered or will be delivered, and the place of such delivery.

SOLICITATION INSTRUCTIONS AND CONDITIONS

1. DEFINITIONS.

As used herein:

- (a) The term "solicitation" means Invitation for Bids (IFB) where the procurement is advertised, and Request for Proposal (RFP) where the procurement is negotiated.
- (b) The term "offer" means bid where the procurement is advertised, and proposal where the procurement is negotiated.
- (c) For purposes of this solicitation and Block 2 of Standard Form 33, the term "advertised" includes Small Business Restricted Advertising and other types of restricted advertising.

2. PREPARATION OF OFFERS.

- (a) Offerors are expected to examine the drawings, specifications, Schedule, and all instructions. Failure to do so will be at the offeror's risk.
- (b) Each offeror shall furnish the information required by the solicitation. The offeror shall sign the solicitation and print or type his name on the Schedule and each Continuation Sheet thereof on which he makes an entry. Erasures or other changes must be initiated by the person signing the offer. Offers signed by an agent are to be accompanied by evidence of his authority unless such evidence has been previously furnished to the issuing office.
- (c) Unit price for each unit offered shall be shown and such price shall include packing unless otherwise specified. A total shall be entered in the Amount column of the Schedule for each item offered. In case of discrepancy between a unit price and extended price, the unit price will be presumed to be correct, subject, however, to correction to the same extent and in the same manner as any other mistake.
- (d) Offers for supplies or services other than those specified will not be considered unless authorized by the solicitation.
- (e) Offeror must state a definite time for delivery of supplies or for performance of services unless otherwise specified in the solicitation.
- (f) Time, if stated as a number of days, will include Saturdays, Sundays and holidays.
- (g) Code boxes are for Government use only.

3. EXPLANATION TO OFFERORS. Any explanation desired by an offeror regarding the meaning or interpretation of the solicitation, drawings, specifications, etc., must be requested in writing and with sufficient time allowed for a reply to reach offerors before the submission of their offers. Oral explanations or instructions given before the award of the contract will not be binding. Any information given to a prospective offeror concerning a solicitation will be furnished to all prospective offerors as an amendment of the solicitation, if such information is necessary to offerors in submitting offers on the solicitation or if the lack of such information would be prejudicial to uninformed offerors.

4. ACKNOWLEDGMENT OF AMENDMENTS TO SOLICITATIONS. Receipt of an amendment to a solicitation by an offeror must be acknowledged (a) by signing and returning the amendment, (b) on the reverse of Standard Form 33, or (c) by letter or telegram. Such acknowledgment must be received prior to the hour and date specified for receipt of offers.

5. SUBMISSION OF OFFERS.

- (a) Offers and modifications thereof shall be enclosed in sealed envelopes and addressed to the office specified in the solicitation. The offeror shall show the hour and date specified in the solicitation for receipt, the solicitation number, and the name and address of the offeror on the face of the envelope.
- (b) Telegraphic offers will not be considered unless authorized by the solicitation; however, offers may be modified by telegraphic notice, provided such notice is received prior to the hour and date specified for receipt. (However, see par. 8.)
- (c) Samples of items, when required, must be submitted within the time specified, and unless otherwise specified by the Government, at no expense to the Government. If not destroyed by testing, samples will be returned at offeror's request and expense, unless otherwise specified by the solicitation.

6. FAILURE TO SUBMIT OFFER. If no offer is to be submitted, do not return the solicitation unless otherwise specified. A letter or postcard should be sent to the issuing office advising whether future solicitations for the type of supplies or services covered by this solicitation are desired. Failure of the recipient to offer, or to notify the issuing office that future solicitations are desired, may result in removal of the name of such recipient from the mailing list for the type of supplies or services covered by the solicitation.

7. MODIFICATION OR WITHDRAWAL OF OFFERS.

- (a) If this solicitation is advertised, offers may be modified or withdrawn by written or telegraphic notice received prior to the exact hour and date specified for receipt of offers. An offer also may be withdrawn in person by an offeror or his authorized representative, provided his identity is made known and he signs a receipt for the offer, but only if the withdrawal is made prior to the exact hour and date set for receipt of offers. (However, see par. 8.)
- (b) If this solicitation is negotiated, offers may be modified (subject to par. 8, when applicable) or withdrawn by written or telegraphic notice received at any time prior to award. Offers may be withdrawn in person by an offeror or his authorized representative, provided his identity is made known and he signs a receipt for the offer prior to award.

8. LATE OFFERS AND MODIFICATIONS OR WITHDRAWALS. (This paragraph applies to all advertised solicitations. In the case of Department of Defense negotiated solicitations, it shall also apply to late offers and modifications following the normal revisions of offers submitted by offerors during the usual course of negotiation of such offers, but not to withdrawal of offers. Unless otherwise provided, this paragraph does not apply to negotiated solicitations issued by civilian agencies.)

Offers and modifications of offers and withdrawals thereof, in this solicitation (as advertised) received at the office designated in the solicitation after the exact hour and date specified for receipt will not be considered unless: (1) they are received by registered mail; and (2) they are shown by certified mail to have been received by certified mail for which an official date stamp (postmark) on the original Receipt for Certified Mail has been obtained and it is determined that the late receipt was due solely to delay in the mails for which the offeror was not responsible; or (3) if submitted by mail or telegram if authorized, it is determined by the Government that the late receipt was due solely to handling by the Government after receipt at the Government installation; provided that timely receipt at such installation is established upon examination of an appropriate date or time stamp (if any) of such installation, or of other documentary evidence of receipt (if readily available) within the control of such installation or of the post office serving it. However, a modification of an offer which makes the terms of an offer more successful or more favorable to the Government will be considered at any time it is received and may thereafter be accepted.

(b) Offerors using certified mail are cautioned to obtain a Receipt for Certified Mail showing a postmark, dated and stamped and to retain the receipt against the chance that it will be required as evidence that a late offer was timely mailed.

(c) The time of mailing of late offers submitted by registered or certified mail shall be deemed to be the last minute of the date shown in the postmark on the registered mail receipt or registered mail wrapper or on the Receipt for Certified Mail unless the offeror furnishes evidence from the post office of mailing which establishes an earlier time. In the case of certified mail, the only acceptable evidence is as follows: (1) where the Receipt for Certified Mail identifies the post office station of mailing, evidence furnished by the offeror which establishes that the business day of that station ended at an earlier time, in which case the time of mailing shall be deemed to be the last minute of the business day of that station; or (2) an entry in ink on the Receipt for Certified Mail showing the time of mailing and the initials of the post office employee receiving the item and making the entry, with appropriate written verification of such entry from the post office station of mailing, in which case the time of mailing shall be the time shown in the entry. If the postmark on the original Receipt for Certified Mail does not show a date, the offer shall not be considered.

9. DISCOUNTS. (a) Notwithstanding the fact that a blank is provided for a ten (10) day discount, prompt payment discounts offered for payment within less than twenty (20) calendar days will not be considered in evaluating offers for award, unless otherwise specified in the solicitation. However, offered discounts of less than 20 days will be taken if payment is made within the discount period, even though not considered in the evaluation of offers.

(b) In connection with any discount offered, time will be computed from date of delivery of the supplies to carrier when delivery and acceptance are at point of origin, or from date of delivery at destination or port of embarkation when delivery and

acceptance are at either of those points, or from the date correct invoice or voucher is received in the office specified by the Government, if the latter date is later than date of delivery. Payment is deemed to be made for the purpose of earning the discount on the date of mailing of the Government check.

10. AWARD OF CONTRACT. (a) The contract will be awarded to that responsible offeror whose offer conforming to the solicitation will be most advantageous to the Government, price and other factors considered.

(b) The Government reserves the right to reject any or all offers and to waive informalities and minor irregularities in offers received.

(c) The Government may accept any item or group of items of any offer, unless the offeror qualifies his offer by specific limitations. **UNLESS OTHERWISE PROVIDED IN THE SCHEDULE, OFFERS MAY BE SUBMITTED FOR ANY QUANTITIES LESS THAN THOSE SPECIFIED; AND THE GOVERNMENT RESERVES THE RIGHT TO MAKE AN AWARD ON ANY ITEM FOR A QUANTITY LESS THAN THE QUANTITY OFFERED AT THE UNIT PRICES OFFERED UNLESS THE OFFEROR SPECIFIES OTHERWISE IN HIS OFFER.**

(d) A written award (or Acceptance of Offer) mailed (or otherwise furnished) to the successful offeror within the time for acceptance specified in the offer shall be deemed to result in a binding contract without further action by either party.

The following paragraphs (e) through (h) apply only to negotiated solicitations:

(e) The Government may accept within the time specified therein, any offer (or part thereof, as provided in (c) above), whether or not there are negotiations subsequent to its receipt, unless the offer is withdrawn by written notice received by the Government prior to award. If subsequent negotiations are conducted, they shall not constitute a rejection or counter offer on the part of the Government.

(f) The right is reserved to accept other than the lowest offer and to reject any or all offers.

(g) The Government may award a contract, based on initial offers received, without discussion of such offers. Accordingly, each initial offer should be submitted on the most favorable terms from a price and technical standpoint which the offeror can submit to the Government.

(h) Any financial data submitted with any offer hereunder or any representation concerning facilities or financing will not form a part of any resulting contract; provided, however, that if the resulting contract contains a clause providing for price reduction for defective cost or pricing data, the contract price will be subject to reduction if cost or pricing data furnished hereunder is incomplete, inaccurate, or not current.

11. GOVERNMENT-FURNISHED PROPERTY. No material, labor, or facilities will be furnished by the Government unless otherwise provided for in the solicitation.

12. LABOR INFORMATION. General information regarding the requirements of the Walsh-Healey Public Contracts Act (41 U.S.C. 35-45), the Contract Work Hours Standards Act (40 U.S.C. 327-330), and the Service Contract Act of 1965 (41 U.S.C. 351-357) may be obtained from the Department of Labor, Washington, D.C. 20210, or from any regional office of that agency. Requests for information should include the solicitation number, the name and address of the issuing agency, and a description of the supplies or services.

13. SELLER'S INVOICES. Invoices shall be prepared and submitted in quadruplicate (one copy shall be marked "original") unless otherwise specified. Invoices shall contain the following information: Contract and order number (if any), item numbers, description of supplies or services, sizes, quantities, unit prices, and

extended totals. Bill of lading number and weight of shipment will be shown for shipments made on Government bills of lading.

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

15. CONTINGENT FEE. If the offeror, by checking the appropriate box provided therefor, has represented that he has employed or retained a company or person (other than a full-time bona fide employee working solely for the offeror) to solicit or secure this contract, or that he has paid or agreed to pay any fee, commission, percentage, or brokerage fee to any company or person contingent upon or resulting from the award of this contract, he shall furnish, in duplicate, a complete Standard Form 119, Contractor's Statement of Contingent or Other Fees. If offeror has previously furnished a completed Standard Form 119 to the office issuing this solicitation, he may accompany his offer with a signed statement (a) indicating when such completed form was previously furnished, (b) identifying by number the previous solicitation or contract, if any, in connection with which such form was submitted, and (c) representing that the statement in such form is applicable to this offer.

16. PARENT COMPANY. A parent company for the purpose of this offer is a company which either owns or controls the activities and basic business policies of the offeror. To own another company means the parent company must own at least a majority (more than 50 percent) of the voting rights in that company. To control another company, such ownership is not required; if another company is able to formulate, determine, or veto basic business policy decisions of the offeror, such other company is considered the parent company of the offeror. This control may be exercised through the use of dominant minority voting rights, use of proxy voting, contractual arrangements, or otherwise.

17. EMPLOYER'S IDENTIFICATION NUMBER. (Applicable only to advertised solicitations.) The offeror shall insert in the applicable space on the offer form, if he has no parent company, his own Employer's Identification Number (E.I. No.) (Federal Social Security Number used on Employer's Quarterly Federal Tax Return, U.S. Treasury Department Form 941), or, if he has a parent company, the Employer's Identification Number of his parent company.

18. CERTIFICATION OF INDEPENDENT PRICE DETERMINATION. (a) This certification on the offer form is not applicable to a foreign offeror submitting an offer for a contract which requires performance or delivery outside the United States, its possessions, and Puerto Rico.

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

19. ORDER OF PRECEDENCE. In the event of an inconsistency between provisions of this solicitation, the inconsistency shall be resolved by giving precedence in the following order: (a) the Schedule; (b) Solicitation Instructions and Conditions; (c) General Provisions; (d) other provisions of the contract, whether incorporated by reference or otherwise; and (e) the specifications.

Section C (continued)

20. Sealed offers in original and 4 copies for furnishing the supplies or services described in the Schedule will be received at the place specified in block 8, OR IF HAND-CARRIED, IN THE DEPOSITARY LOCATED IN room 2453, until 4:15 p.m. local time at the place designated for receipt of offers. CAUTION -- LATE OFFERS. See paragraph of Solicitation Instructions and Conditions. Proposals due by May 15, 1975.
21. The Government anticipates issuance of a cost reimbursement type of contract for the work specified in the Statement of Work, Section E of this solicitation.
22. Telegraphic offers are not authorized.
23. No award will be made for less than the complete performance of all work contained in the Statement of Work, Section E, of this solicitation.
24. Unnecessarily Elaborate Contractor's Proposals. Unnecessarily elaborate brochures or other presentations beyond that sufficient to present a complete and effective proposal or quotation are not desired and may be construed as an indication of the offeror's or quoter's lack of cost consciousness. Elaborate art work, expensive paper and bindings and expensive visual and other presentation aids are neither necessary nor wanted.
25. Restrictions on Disclosures and Use of Data in Proposals and Quotations. The offeror is instructed that, if the offeror's proposal contains any information which is not to be disclosed to the public or used by the Government for any purpose other than the evaluation of the proposal, the following legend shall appear on the title page of the proposal.

"This data, furnished in connection with Request for Proposals No....., shall not be disclosed in whole or in part for any purpose other than to evaluate the proposal; provide, that if a contract is awarded to this offeror as a result of or in connection with the submission of this data, the Government shall have the right to duplicate, use, or disclose the data to the extent provided in the contract. This restriction does not limit the Government's right to use information contained in the data if it is obtained from another source without restriction. The data subject to this restriction is contained in Sheets"

The offeror shall further mark each sheet of data which is restricted with the following:

"Use or disclosure of proposal data subject to the restriction on the title page of this Proposal."

The offeror is cautioned that any legend that is more restrictive than the above legends may be grounds for determining the proposal to be non-responsive to this solicitation.

26. One copy of each proposal will be retained by the Government.

27. Proposal Submission. Proposals are to be submitted in two (2) separate sections. One section shall contain the technical proposal and all technical information and statements of information required to enable evaluation of the technical capabilities of the offeror. The second section shall contain the cost/price proposal and all cost/price information required to enable a cost or price analysis. NO COST INFORMATION IS TO BE INCLUDED IN THE TECHNICAL PROPOSAL, Section 1. The offeror is requested to complete the attached Optional Form 60 as a summary of each item of cost and to attach to the completed form all necessary cost information to permit a cost/price analysis. Each phase must be priced.

28. Level of Funding. The work requirements set forth in the attached Schedule, Supplies and Services, have been established under funding limitations. The BLM has conservatively estimated the cost of the program to be within available funds, however, offerors are cautioned to closely scrutinize each proposed methodology, technique, and procedure for cost effectiveness as well as scientific merit.

29. Copies of the clauses referenced in Section L, General Provisions, will be sent upon request. Address request to the office listed in block 7 of the cover page.

30. Anticipated Level of Effort. The Government anticipates that approximately ten man-months will be required for phase I and five man months will required for phase II.

Section C (continued)

30. Replace clause 8 of the SF-33A with the following:

LATE PROPOSALS, MODIFICATIONS OF PROPOSALS, AND WITHDRAWALS OF PROPOSALS
(FPRI-3.802-1(a))

(a) Any proposal received at the office designated in the solicitation after the exact time specified for receipt will not be considered unless it is received before award is made, and:

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

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

(3) It is the only proposal received.

(b) Any modification of a proposal, except a modification resulting from the Contracting Officer's request for "best and final" offer, is subject to the same conditions as in (a)(1) and (a)(2) of this provision.

(c) A modification resulting from the Contracting Officer's request for "best and final" offer received after the time and date specified in the request will not be considered unless received before award and the late receipt is due solely to mishandling by the Government after receipt at the Government installation.

(d) The only acceptable evidence to establish:

(1) The date of mailing of a late proposal or modification sent either by registered or certified mail is the U.S. Postal Service postmark on the wrapper or on the original receipt from the U.S. Postal Service. If neither postmark shows a legible date, the proposal or modification shall be deemed to have been mailed late. (The term "postmark" means a printed, stamped, or otherwise placed impression that is readily identifiable without further action as having been supplied and affixed on the date of mailing by employees of the U.S. Postal Service.)

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

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

(f) Proposals may be withdrawn by written or telegraphic notice received at any time prior to award. Proposals may be withdrawn in person by an offeror or his authorized representative, provided his identity is made known and he signs a receipt for the proposal prior to award.

31. LISTING OF EMPLOYMENT OPENINGS (FPR 1-12.1102-2 4/73)

(This clause is applicable pursuant to 41 CFR 50-250 if this contract is for \$2,500 or more.)

(a) The Contractor agrees, in order to provide special emphasis to the employment of qualified disabled veterans and veterans of the Vietnam era, that all suitable employment openings of the contractor which exist at the time of the execution of this contract and those which occur during the performance of this contract, including those not generated by this contract and including those occurring at an establishment other than the one wherein the contract is being performed but excluding those of independently operated corporate affiliates, shall be offered for listing at an appropriate local office of the State employment service system wherein the opening occurs and to provide such reports to such local office regarding employment openings and hires as may be required: Provided, That if this contract is for less than \$10,000 or if it is with a State or local government the reports set forth in paragraphs (c) and (d) are not required.

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

(c) The reports required by paragraph (a) of this clause shall include, but not be limited to, periodic reports which shall be filed at least quarterly with the appropriate local office or, where the Contractor has more than one establishment in a State, with the central office of the State employment service. Such reports shall indicate for each establishment (i) the number of individuals who were hired during the reporting period, (ii) the number of those hired who were disabled veterans, and (iii) the number of those hired who were nondisabled veterans of the Vietnam era. The Contractor shall submit a report within 30 days after the end of each reporting period wherein any performance is made under this contract. The Contractor shall maintain copies of the reports submitted until the expiration of 1 year after final payment under the contract, during which time they shall be made available, upon request, for examination by any authorized representatives of the Contracting Officer or of the Secretary of Labor..

(d) Whenever the Contractor becomes contractually bound by the listing provisions of this clause, he shall advise the employment service system in each State wherein he has establishments of the name and location of each such establishment in the State. As long as the Contractor is contractually bound to these provisions and has so advised the State employment system, there is no need to advise the State system of subsequent contracts. The Contractor may advise the State system when it is no longer bound by this contract clause.

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

(f) This clause does not apply to openings which the Contractor proposes to fill from within his own organization or to fill pursuant to a customary and traditional employer-union hiring arrangement. This exclusion does not apply to a particular opening once an employer decides to consider applicants outside of his own organization or employer-union arrangement for that opening.

(g) As used in this clause:

(1) "All suitable employment openings" includes, but is not limited to, openings which occur in the following job categories: Production and nonproduction; plant and office; laborers and mechanics; supervisory and nonsupervisory; technical; and executive, administrative, and professional openings which are compensated on a salary basis of less than \$18,000 per year. The term includes full-time employment, temporary employment of more than 3 days' duration, and part-time employment. It does not include openings which the Contractor proposes to fill from within his own organization or to fill pursuant to a customary and traditional employer-union hiring arrangement.

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

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

(4) "Openings which the Contractor proposes * * * to fill pursuant to a customary and traditional employer-union hiring arrangement" means employment openings for which no consideration will be given to persons outside of a special hiring arrangement, including openings which the Contractor proposes to fill from union halls, which is part of the customary and traditional hiring relationship which exists between the Contractor and representatives of his employees.

(5) "Disabled veteran" means a person entitled to disability compensation under laws administered by the Veterans Administration for a disability rated at 30 percentum or more, or a person whose discharge or release from active duty was for a disability incurred or aggravated in line of duty.

(6) "Veteran of the Vietnam era" means a person (A) who (i) served on active duty with the Armed Forces for a period of more than 180 days, any part of which occurred after August 5, 1964, and was discharged or released therefrom with other than a dishonorable discharge, or (ii) was discharged or released from active duty for service-connected disability if any part of such duty was performed after August 5, 1964, and (B) who was so discharged or released within the 48 months preceding his application for employment covered by this clause.

(h) If any disabled veteran or veteran of the Vietnam era believes that the Contractor (or any first-tier subcontractor) has failed or refuses to comply with the provisions of this contract clause relating to giving special emphasis in employment to veterans, such veteran may file a complaint with the veterans' employment representative at a local State employment service office who will attempt to informally resolve the complaint and then refer the complaint with a report on the attempt to resolve the matter to the State office of the Veterans' Employment Service of the Department of Labor. Such complaint shall then be promptly referred through the Regional Manpower Administrator to the Secretary of Labor who shall investigate such complaint and shall take such action thereon as the facts and circumstances warrant consistent with the terms of this contract and the laws and regulations applicable thereto.

(i) The Contractor agrees to place this clause (excluding this paragraph (i) in any subcontract directly under this contract.

SECTION D

EVALUATION AND AWARD FACTORS

In order to establish uniformity among submissions, the following specific format will be used in reviewing the proposals. Submissions not conforming to this standard will be judged unresponsive.

- Section 1 - Understanding the Problem
- Section 2 - Method of Approach
- Section 3 - Capability of Study Personnel and Organization
- Section 4 - Corporate Experience and Capability

1. Understanding the Problem (10%)

It is important that the successful proposer understand the complexities involved in applying a high resolution geophysical survey for the protection of cultural resources found on the Outer Continental Shelf. It is also important that the proposers understand how these techniques can adapted to northern Alaskan waters. It is not anticipated that the proposers will have answers or solutions to all problems, however, they must be aware of them and their proposals should reflect this awareness.

2. Method of Approach (40%)

The proposers must offer a complete and realistic plan that will systematically identify areas on the Bering and Chukchi Seas that are important from a cultural resource standpoint and determine if present survey techniques and adequate for use in the Bering Sea. The proposers should provide a general description of their expected methodology and identify the types of data they feel will be necessary to complete the analysis. The proposers should also describe and schedule all major study tasks and spell out their reasons for including each. In this section, the proposers must convince the evaluation board not only that they can successfully complete the study, but that their proposal is the best. It will not be sufficient to simply state that a task will be done; the proposal must indicate how, by whom, the level of effort for the task, and the time span.

3. Study Personnel (40%)

The proposers must offer a balanced team with good leadership. The several appropriate disciplines must be adequately represented on the team. Individual qualifications will be judged on the basis of the education and experience pertaining directly to the type of effort described in this work statement.

SECTION E

STATEMENT OF WORK

1. Objective: The objectives of this study are to:

- a. perform a literature and data search for select geological and archaeological data,
- b. analyze the archaeological and cultural resource potential of the area,
- c. establish guidelines for survey priorities and intensity of survey effort, and
- d. recommend application and, if necessary, modification of current marine archaeological survey techniques and newly conceived or invented techniques, as they pertain to the Bering and Chukchi Seas.

2. General Scope of Work. This study consists of two phases. The Contractor will, in phase I, analyze geological and archaeological data relating to the Outer Continental Shelf (OCS) areas of the Bering and Chukchi Seas (also known as Beringia), see map. The analyses will then be used to develop a probability rank order of submerged habitation sites in the area. In phase II, the contractor will perform a marine archaeological survey using present day techniques. The survey report will contain recommendations regarding the feasibility and/or modifications to present day techniques and any newly conceived or invented techniques.

Phase I

I. Literature Search, including but not limited to:

A. Geology

1. Quarternary geology
2. Morphology
3. Environmental setting
4. History of change of the coastal systems
5. Bathymetry
6. Shelf sedimentation

B. Prehistoric Archaeology

1. Coastal zone prehistory during Bering Land bridge time.
2. Early man in the New World; his relationship to the Bering Land Bridge.
3. Density and distribution of terrestrial populations (mammals, including man); their projection to the Bering Land Bridge area.

II. Analysis

- A. Determination of the previous areal extent of exposed area of Beringia.
- B. Determination of probable drowned historic sites on the Bering and Chukchi Seas' OCS. These areas shall be listed by relative rank order according to the probability and magnitude of such prehistoric sites.

III. Products

- A. A narrative description, based on the literature search, of the geologic setting and cultural resource potential of Beringia. This narrative shall also identify existing data gaps
- B. A series of maps showing areas of probable drowned historic sites on the Bering and Chukchi Seas' OCS. Each area will be assigned a probability value indicating the probability of potential archaeological occurrence. Maps of this series will be of the same scale as official OCS protraction diagrams (1:250,000).

Phase II

I. Field Work

- A. A marine archaeological survey of a one square mile area identified as having a high probability for drowned habitational sites. This survey will be conducted according to the requirements set forth in USGS Operating Order II 75-3 dated January 20, 1975.

II. Analysis

- A. A description of the marine archaeological survey and an analysis of observed and generated data.
- B. An evaluation of the current marine archaeological survey techniques, and how these survey techniques may be modified to provide improved detection and discrimination of archaeological items. Also a statement of the type of technique and equipment that should be developed to enhance discovery of archaeological artifacts.

III. Products

- A. A narrative text describing the results of the marine archaeological survey.
- B. A narrative text containing the evaluation and suggested modification of existing archaeological survey techniques, and an explanation of any newly conceived or invented techniques.

SECTION H

- DELIVERIES/PERFORMANCE

The contractor shall deliver the following reports.

A. Work Schedule: Within four weeks after date of award of this contract, the Contractor shall deliver to the COAR one reproducible and two copies of a detailed program plan for phase I and a preliminary program plan for phase II.

B. Phase II Work Schedule: Within ten days after receipt of authorization to proceed with Phase II, the Contractor shall submit to the COAR a detailed program plan for phase II.

C. Phase I Draft Final Report: The Contractor shall prepare and submit to the COAR five copies of a draft of the phase I portion of the final report within 4 months after award of this contract.

D. Phase II Draft Final Report: The Contractor shall prepare and submit to the COAR five copies of a draft of the phase II portion of the final report within one month after receipt of authorization to proceed with phase II.

E. Final Report: The Contractor shall deliver to the COAR one reproducible and twenty (20) bound copies of the Final Report within two weeks after receipt of the COAR's approval of the phase I and phase II draft final Report. The Contractor shall incorporate the, comments recommendations, corrections and suggestions of the COAR into the Final Report.

F. Monthly Progress Reports: Concise monthly progress reports will be submitted to the contracting officer and the Contracting Officer's Authorized Representatives by the fifteenth day of each month. The reports should detail progress, problems encountered, and/or significant findings.

SECTION I

INSPECTION

INSPECTION AND ACCEPTANCE

Inspection and acceptance of the services rendered and the deliverable items submitted in the performance of this contract will be made by the COAR.

SECTION J

SPECIAL PROVISIONS

Authorization to Proceed. The Contractor shall not incur any costs in the performance of the Phase II work effort until receipt of an Authorization to Proceed signed by the Contracting Officer.

Approval of Draft Final Reports. The Government shall deliver to the Contractor the Government's comments, recommendations, corrections, and suggestions for both Phase I and Phase II Draft Final Reports within two weeks after submission by the report of the COAR. The Contractor shall incorporate the comments, recommendations, corrects and suggestions into the Final Report.

Salvaging of Artifacts. All artifacts that are salvaged become the property of the United States of America. The contractor agrees to protect the artifacts that are salvaged.

Site Locate. The Contractor shall not divulge the location of any site where artifacts are found to any individual or organization outside the Department of the Interior. The contractor shall promptly notify the Contracting Officer and the Contracting Officer's Authorized Representative of any find and the location of the Site. The Contractor agrees to protect the site where the artifacts were found pending salvage operations.

SECTION K

CONTRACT ADMINISTRATION

Contracting Officer's authorized representative - to be designated prior to Contract Award.

Payment - Standard Form 1034, Public Vouchers, shall be used for billing. An original and two copies will be prepared as set forth in the clause entitled "Payment" and submitted via the Contracting Officer to the office designated to make payment.

SECTION L

GENERAL PROVISIONS

The following clauses will be incorporated into any resulting contract.

1-1.322(b)	11/74	Payment of Interest on Contractor's Claims
1-1.503	4/66	Coventant Against Contingent Fees
1-1.710-3(a)	2/71	Utilization of Small Business Concerns
1-1.805-3(a)	5/70	Utilization of Labor Surplus Area Concerns
1-1.1310-2(a)	8/71	Utilization of Minority Business Enterprises
1-3.814-1(a)	1/74	Price Reduction for Defective Cost or Pricing Data
1-3.814-2	1/74	Audit and Records
1-3.814-3	4/74	Subcontractor Cost or Pricing Data
1-7.102-1	3/73	Definitions
1-7.102-2	3/73	Changes
1-7.102-3	3/73	Extras
1-7.102-4	3/73	Variation in Quantities
1-7.102-6	3/73	Responsibility for Supplies
1-7.102-7	3/73	Payments
1-7.102-12	3/73	Disputes
1-7.102-17	7/74	Officials Not to Benefit
1-7.102-20	7/74	Pricing of Adjustments
1-7.102-3	6/74	Examination of Records by the Comptroller General
1-7.103-4	6/74	Notice and Assistance Regarding Patent Infringement
1-8.701	9/68	Termination for Convenience of the Government
1-8.707	9/70	Default
1-11.401-1(c)	4/66	Federal, State and Local Taxes
1-12.204	6/74	Convict Labor
1-12.303	3/73	Contract Work Hours and Safety Standard Act
1-12.803-2	7/68	Equal Opportunity
1-12.1102-2	4/73	Listing of Employment Openings
1-12.1304-1	7/74	Employment of the Handicapped
1-30.703	6/64	Assignment of Claims
14-1.350(c)	8/73	Release of Claims

BLM Clauses

4/74	Data
3/75	Standards of Work
3/75	Reports of Work
3/75	Inspection
2/75	Patents and Inventions

SECTION M

ATTACHMENTS

1. United States Geological Survey Operating Order II, #75-3, dated January 20, 1975
2. Map of the Bering Land Bridge Proposed Study Area
3. Optional Form 60