This draft Statement of Work is provided for planning and informational purposes only. The Government anticipates incorporating a substantially similar Statement of Work into the forthcoming solicitation. However, requirements may change prior to solicitation issuance. The final solicitation will govern all performance requirements, contract terms, evaluation criteria, and pricing instructions.

SECTION C – STATEMENT OF WORK

1.0 Background

Wild horses and burros on public lands administered by the Bureau of Land Management (BLM) are protected, managed, and controlled under the Wild Free-Roaming Horses and Burros Act of December 15, 1971, as amended (16 U.S.C. 1331-1340) www.blm.gov. The BLM's Wild Horse and Burro (WHB) program is responsible for managing and protecting our nation's wild horses and burros on public lands. As part of this responsibility, the BLM manages over 85,000 animals (March 2026) on 25.6 million acres of public lands and must remove excess animals from public lands to control population growth. The excess animals are then cared for in off-range corrals (ORCs) until they can, ideally, be placed in private care, generally through adoption, sale, or transfer.

2.0 Scope of Work

The Contractor shall provide all labor, land, facilities, supplies, equipment, feed/supplement, and water necessary to perform the requirements of this Statement of Work (SOW). Additionally, the Contractor's facility infrastructure, labor, and services must meet or exceed the requirements specified in the Comprehensive Animal Welfare Program (CAWP) Standards for Off-Range Corral Facilities (Attachment XX, Section 1).

In addition to labor necessary for facility maintenance and feeding, the Contractor shall provide adequate labor for animal handling and preparation procedures. It is anticipated that three contractor personnel and one BLM staff (as discussed in section 9.0) will be necessary to accomplish preparation procedures per working chute. The BLM COR, Facility Manager and/or Project Inspector (PI) will work together with the Contractor and/or Contractor Designated Operations POC coordinating in the daily handling and holding pen movement of animals for vaccinations, deworming, microchipping, age determination, freeze marking, shipping, receiving, sorting/segregating animals, assisting facility veterinarian with blood draw, gelding (castrations of male animals), treating sick or injured animals. The facility will also be expected

to provide care to mares and jennies which foal at the facility until dependent animals are weaned and prepared for private care placement.

Specific Requirements - Preparation ORC

The primary task of these ORC facilities is to serve as the initial receiving and preparation corrals to receive WHBs directly from gathers, prepare newly received animals for private care placement, and provide feed and care for animals until they are moved out of the facility.

Specific Requirements - Maintenance ORC

The primary task of these ORC facilities is to serve as maintenance and private care placement corrals to WHBs previously received from the range and cared for at other ORC facilities. Occasionally, these ORC facilities may prepare animals received directly from the range. These facilities will facilitate routine private care placements events to include in-person events, internet-based events, as well provide animals to other off-site private care placement events or other facilities.

2.1 General Maintenance Holding Services

a. Provide corrals and adequate facilities to load and unload wild horses and burros.

b. Provide feed and water to all animals on a daily basis.

c. Upon arrival at the facility, animals received from another ORC which have already been prepped shall be unloaded, sorted, and identified by the Contractor. Sorting of the animals will be done primarily by sex, age, and species. The Contractor will verify neck tag or freeze mark number and place in appropriate corrals.

d. For foals born in the corral facility:
   i. Contractor shall provide care to all WHBs and their dependent foals until they are weaning age (approximately 5 months old).
   ii. Upon weaning, Contractor shall assist BLM in preparing these animals for private care placement.
   iii. Preparation procedures may include aging, freeze marking, microchipping, tagging, administering vaccinations, deworming, drawing blood, castrating stallions, and documenting the physical description of each animal. Some of these preparation procedures will require veterinarian support (provided by the government) as discussed in section 9.0.

e. The Contractor shall restrain animals as needed to perform preparation procedures, hoof trimming, etc.

f. In addition to animals maintained at the ORC for extended duration, the ORC may need to receive and provide care for loads of wild horses and burros being transported to other ORC's, private care placement events, and off-range pastures.

g. The Contractor shall prepare animals as directed by the COR for shipment on specific

date(s). BLM will provide 30 days of notice to prepare animals for shipment; shorter time frames may happen due to unforeseen situations and at the direction of the COR or CO.

h. Wild horses and burros as well as employee saddle horses will be the only livestock maintained and cared for within the contracted square footage at this facility. No other privately owned animals/ livestock will be permitted within the contracted square footage.

i. If an ORC exceeds in size more than the contracted square footage, the Contractor may use that portion to accommodate other livestock at no expense to the government. However, if a non-contracted portion of the ORC exists, it must have its own separate loading and off-loading chutes, squeeze chutes, holdings pens, alley ways, feed, and water troughs, etc. Other livestock maintained in non-contracted square footage must remain at least 50 yards from the WHBs maintained under contract.

j. Provide a record keeping system (specific requirements are in Section 13.0 Reports).

Specific Requirements - Preparation ORC

Receive and prepare wild horses and burros recently gathered from the range and/or maintain wild horses and burros once they have been received and prepped. Preparation and maintenance of animals born in the corral facility will also be required.

Within four months of arrival from a gather or by four months after weaning a foal, BLM requires a WHB to be maintained in at least a moderately thin condition (Henneke body condition score (BCS) of 4 or greater). Moderately thin condition is defined as: neck, withers, and shoulders not obviously thin; faint outline of ribs discernible; negative crease (peaked appearance) along back; fat around tailhead can be felt; hook bones not discernible. The minimum acceptable body condition is a Henneke body condition score of 4. No more than 5% of the animals should be < than BCS 4 and no animals should be maintained with BCS < 3 (unless approved by the COR or CO, such as animals coming into a facility directly from a gather that are a BCS <3).

Specific Requirements - Maintenance ORC

Within 2 months of arrival from another ORC facility or within 2 months after weaning a foal, BLM requires a WHB to be maintained in at least a moderate condition (Henneke body condition score (BCS) of 5 or greater). Moderate condition is defined as: neck, withers, and shoulders blend smoothly into body; ribs cannot be visually distinguished but can be easily felt; back is level; fat around tailhead beginning to feel spongy. The minimum acceptable body condition is a Henneke body condition score of 4. No more than 5% of the animals should be < than BCS 5 and no animals should be maintained with BCS < 3 (unless approved by the COR or CO, such as animals coming into a facility that are a BCS <3).

3.0 Facility Specifications

Although major corral facility requirements are listed below, the Contractor must supply all facility infrastructure which meets or exceeds the facility requirements specified in the CAWP

Standards for Off-Range Corral Facilities (Attachment XX, Section 1).

3.1 Corral Facilities Requirements

The corral facility must provide adequate space to allow animals to move freely within their pen enclosure while providing a sufficient number of pens to house the proposed maximum number of animals sorted according to species, sex, age, temperament, health status and physical condition as needed. In addition to holding pens, the facility shall provide a working area with space adequate for a squeeze chute.

a. The corrals must be at least 72" high (6 feet in height) for horses and at least 60" (5 feet in height) high for burros and made of stoutly constructed material, i.e. pipe., portable panels, steel, lumber, etc. No barbed wire or single-strand smooth wire is allowed in the construction of corrals. Any holding corral constructed of solid lumber must have a non-chewable surface (for example mesh wire, cable, metal panel etc.) to prevent wild horses and burros from eating the wood.

b. Any corral constructed of mesh wire (openings no larger than 2 by 4 inches) must be equipped with at least 3 wood sight boards (2 by 8 inches) located on the upper portion of the fence. The 3 sight boards shall be spaced no more than 12 inches apart. Corrals must have openings of not more than 12 inches between horizontal members.

c. Maintenance holding pens shall provide a minimum space of 700 square feet per animal. This does not include pens used for working, sorting, staging for private care placement, or confining sick or injured animals.

d. Holding pens used to hold animals for more than 24 hours for private care events or adopter pickup shall provide a minimum space of 400 square feet per animal.

e. A minimum of three separate holding pens with a minimum space of 400 square feet per animal shall be provided to segregate sick, infectious, injured, or weak WHBs from other healthy animals in the facility, with access to overhead shelter and a wind break in pens designated for compromised animals needing special care (i.e. injured or weak animals). Precipitation runoff from the pen overhead shelters must be collected and directed away from the pens to ensure the pens do not become muddy or have drainage issues. Additional holding pens may be needed depending upon the number of animals held at the facility and at the direction of the COR or CO.

f. Corrals and holding areas must be free of protrusions and hazards.

g. Corral gates shall be constructed of pipe, portable panels, or steel the same height as the fences. Material adequate to obstruct the animals' vision shall be installed on all gates that wild horses or burros will encounter when they are being sorted (i.e. plywood, plastic mesh fence, tarps, steel sheet).

h. The Contractor shall assure that dust in the corrals and alleyways do not become a health problem for animals or employees, mitigating dust at the direction of the COR or CO.

i. Holding pens shall be cleaned, and the animal waste removed a minimum of once every six (6) months or dependent on existing environmental conditions and as directed by the COR or CO. Manure storage areas must comply with the Concentrated Animal Feeding Operation (CAFO) and not impede water drainage from corral areas.

j. The Contractor shall furnish all necessary personnel, material, equipment, and labor to clean corrals. The Contractor will furnish all equipment and labor to dispose of waste materials.

k. The Contractor shall obtain the necessary permits required for CAFO in accordance with their individual state requirements. The Contractor shall adhere to and maintain the proper reporting documents pertaining to this permit. The Contractor will be responsible for construction and maintenance of any infrastructure associated with this permit.

l. All animals within a pen must have dry space to rest at the same time. Ground surfaces in pens must be maintained to promote drainage, reduce wet ground conditions, and allow for routine manure removal.

m. Alleys between corrals shall be a minimum of ten (10) feet wide. All gates in alleys shall be solid or covered with material to restrict animal's vision.

n. Access to loading and unloading areas shall accommodate all classes of vehicles with a parking lot large enough to stock or horse trailers, graveled, or paved to allow access year around.

3.2 Holding Pasture Requirements

In addition to corral facilities described above, turnout pastures may be used for maintaining animals awaiting private care placement or for foaling under the following conditions:

a. Pastures must be attached to (feed into) the corral facilities described above.

b. Pasture fences for burros shall be at least 48" in height, contain at least four strands of barbed wire spaced no more than 12" apart. This requirement includes perimeter and pasture division fences. Electric wire or "hot wire" fencing is not authorized for holding pasture fence construction.

c. Horses are not permitted to be maintained on holding pastures unless the perimeter fencing meets the corral fence requirements specified in 3.1(a) above.

d. Land used for pastures must be owned or controlled by the Contractor for the duration of the contract period, must not contain any public roads or rights of way and must be free of all hazards.

e. Contractor must move animals into the corral facility within 24 hours of notification by the COR.

f. Animals held on pastures must adhere to the same vaccination, trimming, and deworming schedules as though maintained within the corrals.

3.3 Loading, Unloading, & Sorting Area Requirements

The Contractor must supply all loading and unloading facility infrastructure which meets or exceeds the facility requirements specified in the CAWP Standards for Off-Range Corral Facilities (Attachment XX, Section 1). The loading and unloading facility shall:

a. Contain loading chute (or ramp) sufficient to safely unload and load straight-deck semi-trailers. The loading chute floor should be approximately 4' high to meet standard height of straight-deck floors or adjustable to accommodate varying height trailer floors.

b. The loading chute sides shall be at least 6 feet high, constructed of solid sides, and be approximately 32 inches wide.

c. A catwalk is required on at least one side of the loading chute.

d. The loading facility shall also be able to load stock trailers such that there is no more than 12 inches clearance between the ground and the floor of the trailer for burros and 18 inches for horses.

e. In order to efficiently load animals, a crowding tub or alleyway with at least three partition gates is required.

f. At least two sorting corrals, each a minimum of 3,000 square feet in size will be located accessible to the unloading chute so that mixed loads of animals can be separated after unloading.

g. Access to loading and unloading site shall be available during inclement weather.

h. Supplemental lighting must be provided to load and unload animals outside of daylight hours if needed and only under the direction of the Authorized Officer or BLM COR.

3.4 Covered Working Area Requirements

a. Corral facility shall include a covered working area into and over the hydraulic chute with sufficient walls that block prevailing winds and weather elements from personnel while working at the chute area. Working area should include a concrete floor (minimum four (4) inch thick).

b. Ceilings shall be a minimum of ten (10) feet high. Working area shall include a tub with a solid swing gate and single file alley. The alley shall be a minimum of twenty (20) feet long, approximately twenty-eight (28) to thirty-two (32) inches wide and contain at least 3 alley control gates (i.e. slider gates) leading to the chute. Electricity shall be available at the chute (110v or 220v).

c. Working area shall contain an enclosed space, protected from the elements, with electricity which is large enough to house a standard size refrigerator for storage of vaccine and veterinary supplies.

d. If the working area is not immediately accessible to the office space (discussed in 3.6), at least one restroom (permanent or portable) shall be made available to contractor and BLM staff while in the working area.

3.5 Hydraulic Squeeze Chute

The Contractor shall furnish a hydraulic squeeze/tilt chute to complete all preparation and maintenance activities.

a. The hydraulic squeeze chute must perform and meet or exceed the specifications of a Flying W, INC horse tilt chute. A complete set of specifications and drawings for the chute requirements are included in Attachment XX.

b. In order to maintain required animal preparation and maintenance healthcare procedures, it is anticipated that the Contractor will require at least one chute/lead up alley per three thousand head animal capacity.

c. The Contractor will be responsible for acquiring, installation and maintenance of any squeeze chute associated with performing work under this contract.

3.6 Office Space Requirements

Contractor shall furnish a location suitable to be used as an office space for BLM personnel. The location must be compliant with all state and local building codes and safety standards and meet the following criteria:

a. Location shall provide at least 200 square feet of office space and be capable of accommodating at least three desks, and a standard-sized refrigerator.

b. Location shall be lockable and provide a secure location for storage of government equipment and records.

c. Location will be equipped with functioning electricity (110v), at least six electrical duplex receptacles, provide wireless internet access, and a heating/cooling system. If cellular phone service coverage is not available at the office space location, the Contractor shall also provide one phone line.

d. Location shall provide access to at least one restroom facility with hot and cold running water. Contractor shall furnish necessary toiletries and janitorial services for office building and restrooms.

e. The Contractor will establish all required utilities (i.e. electricity, water, gas, phone, and Wi-Fi needs) and pay all utility bills directly to the providers.

4.0 Animal Care

4.1 Feed and Water Requirements

Contractor shall be responsible for providing proper feed, water, salt, minerals, hoof trimming, health care and supporting veterinary services.

a. Animals shall be fed 2% to 2.5% of their body weight on a dry matter basis. Greater amounts must be fed if necessary to maintain animals in adequate BCS. Hay used shall be leafy, green, well cured, long stem and free of dust, mold, weeds, and foreign material. Contractors shall feed grass, grass/alfalfa or alfalfa hay, which meets the USDA Hay Quality Designation Guidelines of "good" or better, with energy and protein sufficient to meet the nutritional needs of the animals. Any other proposed type of feed needs prior approval by the COR or CO.

b. Byproduct feeds, ammoniated hay, urea, fermented feeds, ground hay, haylage, silage and liquid supplements are not acceptable feed types.

c. Pasture forage used to maintain animals shall provide sufficient nutritive quality and quantity to maintain adequate BCS, with or without supplementation.

d. The Contractor will supply and apply any fertilizer and/or herbicide for pastures. The Contractor will ensure the area is safe for animals to feed after herbicide and/or fertilizer pasture has been applied to the area.

e. At the advisement of BLM or a veterinarian, some animals may require only grass hay to maintain adequate BCS or when acclimating to captivity following a gather.

f. The Contractor shall make hay tests available to BLM within 48 hours upon request by the COR or CO. Random hay samples and testing, as well as visual inspection of hay may be conducted by BLM, see SOW Section 7.1.

g. The Contractor shall replace hay that is deemed unacceptable through BLM inspections at no additional cost.

h. Feeding sites must allow all WHBs within a pen daily and simultaneous access to hay and maintained as a dry area without excessive manure accumulation. If soils at the site are conducive to sand colic, Contractor will utilize raised feeders, bunks, or aprons at feeding sites to reduce the risk of sand colic.

i. Granulated, rock or block salt shall be accessible to all WHBs in each pen.

j. Minerals necessary to maintain WHBs in good condition and that are deficient in the available forage shall be provided to all animals in each pen, either as a supplement or added to the salt, with notification to or at the direction of the COR or CO.

k. Standing free choice hay feeders, stanchions, or feed lines on the ground shall provide

sufficient feed access for all WHBs in each pen to eat at the same time plus an extra 20% of linear (bunk) space to allow more timid animals to find a place to eat. The design of the feed bunks/troughs shall place feed not more than 2' away from the WHB's chest when feeding. Feed bunks and mangers should provide a minimum of 36" of linear space per animal.

l. The back or center of the feed bunk should have slanting features that maintain the hay to within the 2' distance. If feeding through stanchions, there shall be adequate stanchions to accommodate all animals housed in the pens to access feed at the same time plus 20% extra space. The space between the uprights of stanchions that WHBs must place their heads through shall not be more than 13¾" and not less than 12½" apart.

m. If a feed apron is used instead of a feed bunk/trough with stanchions, hay must be pushed back regularly throughout each day to allow WHBs to consume the entire daily ration. The Contractor shall provide free choice feeders, for horses or burros that refuse to utilize feed bunks or stanchions.

n. Feeders, stanchions, feed lines, bunks/troughs or aprons must be regularly cleaned to ensure animals have access to fresh hay and that there is not a buildup of moldy hay or waste in the feed area.

o. At all times fresh, clean water appropriate for livestock must be accessible to WHBs located in holding pens. To minimize contamination, troughs must be cleaned at least once every two weeks. Additional cleaning may be needed if there is a biosecurity or animal health issue. If ice buildup occurs on water troughs, ice must be removed daily.

Specifications – Preparation ORC

Animals with a BCS < 4 may require additional or even free choice feed to achieve or maintain an acceptable body condition. If directed by the COR or CO, a plan which details revised feed rations for animals in reduced BCS must be proposed by the Contractor and accepted in writing by the COR with a cc to CO. Contractor will implement the revised feed rations plan at no additional cost.

Specification – Maintenance ORC

Animals with a BCS < 5 may require additional or even free choice feed to achieve or maintain an acceptable body condition. If directed by the COR or CO, a plan which details revised feed rations for animals in reduced BCS must be proposed by the Contractor and accepted in writing by the COR with a cc to CO. Contractor will implement the revised feed rations plan at no additional cost.

4.2 Hoof Trimming Requirements

a. The Contractor will be required to provide periodic hoof trimming of all animals to maintain hooves in proper condition. Animals shall have their feet trimmed at a minimum of every six (6) months or more frequently to maintain hooves in proper condition. Animals that are offered for private care placement events or scheduled to

ship to private care placement events or other ORC facilities, shall have their feet trimmed within 60 days of the scheduled shipping date, unless otherwise directed by the COR or CO. Contractors have 30 days to trim and prepare animals for shipment.

b. The Contractor is responsible for providing all labor, supplies, and equipment to trim the animals' hooves in the hydraulic chute.

c. Hooves can be trimmed with an electrically powered and/or cordless (with battery pack) angle grinder compatible with the aluminum flat disc with carbide teeth, and/or an aluminum oxide abrasive pad of the type commonly used for trimming animal's hooves.

d. Heels and toes will be trimmed to a natural angle and length. Bars will be trimmed to be straight and tapered. The necessary amount of sole will be removed to ensure a level hoof. The outer hoof wall will be rolled (mustang Roll) for natural break-over, entire hoof wall may need to be rolled, toe to heel.

4.3 Health Care Requirements

a. Outside of procedures requiring veterinary services, contractor personnel may be required to administer scheduled vaccinations and deworming as required or as directed by the COR and in accordance with Attachment No. 4- IM 2023-028, Animal Health, Vaccinations, Gelding, and Microchipping of Wild Horses and Burros (Animal Health, Vaccinations, Gelding, and Microchipping of Wild Horses and Burros | Bureau of Land Management (blm.gov)). In accordance with existing policy, vaccinate against the following, record, and submit written documentation to the COR.

- Eastern and Western, Encephalomyelitis (requires annual booster)
- Influenza (requires booster every 6 months)
- Tetanus (requires annual booster)
- Rhinopneumonitis (requires booster every 6 months)
- West Nile (requires annual booster)
- Rabies (requires annual booster)
- Strangles (requires booster every 6 months)

b. The Contractor shall be responsible for the restraining, handling and movement of animals to administer vaccinations, as well as assisting the veterinarian with procedures such as treating sick or injured animals, drawing blood for Coggins tests, facilitating castration, inspecting animals for issuance of a CVI, etc.

c. The Contractor shall treat sick or injured wild horses and burros as directed by the COR.

d. If BLM staff are not present during routine animal health activities, the Contractor shall maintain a list of individual animals by freeze mark or microchip number, the type of procedures performed, and the date services were provided. The Contractor shall submit this documentation to the COR or upload the documentation to the system of record within one business day of services being provided.

e. The Contractor shall provide adequate and secure storage, including refrigeration with a backup power source when appropriate, for all veterinary supplies and vaccines.

f. In accordance with Attachment No. XX, PIM 2021-007 (Euthanasia of Wild Horses and Burros Related to Acts of Mercy, Health or Safety) the contractor may be required to humanely euthanize wild horses and burros when necessary and provide a written report to the COR on the reason. In non-emergency situations, a decision to euthanize will be made jointly by the BLM or veterinarian. In emergency situations, either has the authority to authorize euthanasia.

g. Medical treatments will be prescribed by, performed under the supervision of a veterinarian or performed by a veterinarian.

h. When the use of needles is required (i.e. vaccinating, drawing blood) a sterile needle shall be used for each animal. The Contractor will be responsible for approved containers and for disposal of all sharps and syringes in accordance with County District Health and OSHA (29 CFR 1910.1030).

i. Death of any animals must be recorded, documenting each animal's identification number (freeze mark and/or microchip number), age and physical description. If the freeze mark and/or microchip number is unreadable, a complete physical description and age is required. The death of an animal in the Contractor's facility shall be reported in writing to the COR by the end of the following business day. The Contractor shall dispose of the carcass in accordance with applicable state sanitation laws and regulations.

5.0 Private Care Placement Event Services

BLM will review and approve all adoptions, sales, or transfer documents. BLM will collect all fees related to placing the animal into private care or transferring the animal to other agencies. All adoption, sale, and/or transfer documents must be finalized and fees collected prior to the animal leaving the Contractor's care and facility.

5.1 Virtual Placement Events

a. Conducted on the Wild Horse and Burro Online Corral (blm.gov)
b. Contractor staff will obtain high-quality video and photos of a minimum of fifty (50) individual animals for the event at least 30 days prior to the scheduled start of the event.
c. For animals placed into private care through virtual placement events, the contractor will provide for adopter/purchaser animal pickup at the corral facility or coordinate with the COR to facilitate animal shipment and subsequent pickup at an off-site facility or event.
d. If Contractor ORC does not participate in a given Online Corral event, the contractor facility could still be available to serve as a pickup location for animals placed through an Online Corral event and shipped to the Contractor facility by BLM.

Specifications – Preparation ORC

Due to the fact that the facility is not open to public for adoptions, the facility personnel will make best efforts to participate on the Wild Horse and Burro Online Corral so the public will have the opportunity to adopt animals from the facility throughout the year.

Participation with the Online Corral will be subject to facility workload, availability of animals and their condition, and any other unforeseeable circumstances.

Specifications – Maintenance ORC

The contractor will provide facilities and labor to support private care placement services to include: (1) Onsite Events or (2) Virtual (Wild Horse and Burro Online Corral), as further described below and preparing animals for offsite private care placement events. Participation in private care placement services will be subject to facility workload, availability of animals and their condition, and any other unforeseeable circumstances and will be directed and coordinated through the COR and CO. Contractor shall participate in a minimum of six (6) separate events within a twelve (12) month timeframe.

5.2 Onsite Placement Events

a. Conducted at the Contractor's onsite facility and open to the public.
b. Contractor shall offer a minimum of fifty (50) WHBs available for private care placement per event.
c. Contractor staff shall facilitate event logistics (i.e. sorting, loading, haltering animals).
d. The Contractor facility will be open to the public during scheduled private care placement events and to facilitate animal pickup.
e. Contractor shall identify portions of the facility that will be accessible to the public for animal viewing during placement events and animal pickup. Parking and signage should clearly outline where event attendees will park and go to attend the event.
f. Contractor will provide BLM notice a minimum of 90 days prior to holding the required six onsite placement event. BLM could coordinate more frequent events and provide the Contractor with a minimum of 30 days' notice.
g. The contractor will establish a schedule for recurring on-site private care placement and animal pickup events.
h. During onsite events, the BLM office and restrooms will be available to the public.

6.0 Public Access

The Contractor shall notify the COR and CO within 24 hours of any request from media, humane organizations, or interest groups to observe the wild horses and burros. All such organizations and groups shall be allowed to tour the site only under the approval and guidance of the COR and CO and with BLM staff present.

Information requested of the Contractor by members of the public shall be referred to the BLM Freedom of Information Act request process at www.foia.gov. The Contractor shall not release any information or data.

6.1 Preparation ORC Tours

The Contractor shall provide the opportunity for the BLM to host an annual public tour and/or tours in order for the public to view animals and facility operations.

7.0 Performance Standards

The services listed above are required in addition to the standards as identified in the contract

and CAWP found here, Attachment XX, PIM 2021-002 https://www.blm.gov/policy/pim-2021-002. Task Order SOW may prescribe alternate methods applicable for that particular task order.

The CAWP assessment program will randomly conduct CAWP assessments during WHB operations. Upon completion of the assessment, a copy of the report/findings will be submitted to the CO and COR. Prior to any release, the following will be redacted from the reports: PII, SSI, Contractor proprietary information, or other information protected from disclosure. The assessment report will be provided to the Contractors by the COR or CO. The contractor will have the opportunity to review and respond to the CAWP assessment prior to it being posted publicly. The BLM will make the CAWP assessment report publicly available on the WHB website. Names of contractors, contract numbers or other personal/proprietary information will not be included in the report or posted.

8.0 Security

The Contractor may leave its equipment and Government-furnished property at the work site. The Contractor shall be responsible for the Contractor's equipment and Government-furnished property if it should be lost, stolen or damaged. The Contractor shall be responsible for safeguarding all Government property provided for Contractor use. At the end of normal duty hours and/or after normal duty hours, all government facilities, equipment, and materials must be secured.

Perimeter fencing must entirely enclose facility grounds in order to contain a wild horse or burro that escapes from a pen. Perimeter fencing must be at least 48” high 4-strand barbed wire, with a maximum of 12” between strands, with steel and wood post construction. All entry gates to facility must have the ability to be locked and provide adequate security during non-work hours.

9.0 Government Furnished

9.1 Supplies/Materials (GFM)

BLM shall provide the following GFM to facilitate animal preparation and care:

a. Set(s) of freeze marking irons for adult and foal size animals, as well as numeric irons used for hip branding pasture animals (as needed for animal preparation).

b. RFID Microchips and one universal microchip reader (as needed for animal preparation).

c. Vaccine and dewormer.

d. Neck tags/neck ropes as necessary.

e. Miscellaneous medical supplies used to perform veterinary and maintenance health care procedures (i.e. syringes, needles, wormer guns, liquid nitrogen, etc.)

9.2 Government Furnished Services

a. BLM staff will provide oversight and necessary documentation of maintenance health care procedures. BLM staff shall have the discretion to perform any animal handling operations which require specialized experience/training (i.e. age determination, freeze

marking, etc.) in order for accuracy of animal identification per BLM Wild Horse and Burro Program regulations and policies.

b. BLM shall be responsible for notifying the contractor within five (5) working days prior to conducting veterinary services and preparing animals for adoption, sale, or transfer, except for emergencies that require immediate action.

c. BLM will provide an onsite Facility Manager, COR, or BLM staff at a minimum any time animals are being handled for preparation or veterinary care.

d. BLM will be responsible for preparing the appropriate paperwork for the shipment of animals to other locations, or for those animals offered at onsite placement events.

e. BLM shall be responsible for the entry and update of health records or documentation related to vaccination or other action taken with respect to the animals prepared and maintained at the facility in the BLM's official system of record.

f. BLM will provide necessary veterinary services required during animal preparation, and to meet requirements for interstate transport. Procedures requiring veterinary services may include castrations or any type of surgical procedure, drawing blood for EIA testing, issuing certificates of veterinary inspection, conducting necropsy examinations, and administering certain vaccinations which require veterinary oversight.

g. Random hay samples will be collected by BLM with Contractor PM present and the samples shall be sent by BLM to a qualified lab for analysis. All associated costs will be covered by the BLM.

h. BLM will facilitate training for CAWP at the time of employment and recertify annually.

i. BLM will facilitate training regarding humane euthanasia procedures.

j. BLM will provide the completed NEPA documents, if applicable.

Specifications – Maintenance ORC

BLM will provide staff to complete necessary private care placement paperwork and receive adoption/sale payments during private care placement events.

10.0 Safety Plan

The Contractor shall provide a copy of their safety plan with their proposal. The Safety Plan shall be available to all employees and Subcontractors working on the contract and subsequent task orders. The Safety Plan should cover at a minimum:

- Equipment and personnel available to respond to unforeseen situations such as fire, flooding, heavy snow accumulation, etc. This plan should detail how contractor will continue providing feed and care to the animals within the facility during these unforeseen events.

- Equipment available to provide backup water to all animals in the event the primary water supply becomes inoperable.
- The frequency of safety briefings covering the area in which the work will take place, equipment being used, and any special considerations for the work under the contract.
- Personal Protective Equipment required for the work under the contract.

11.0 Personnel Training

The CO, COR and Contractor will be responsible for coordinating training.

All Contractors and their employees must complete BLM's mandatory CAWP. The CAWP training is accessible via the Department of Interior (DOI) Talent, seminar number 4700-13. DOI Talent is accessible at the following website, https://doitalent.ibc.doi.gov/. Contractor or its employees that do not have a DOI Talent account will request an account and the Training (4700-13 WHB CAWP) through DOI Talent for Non-DOI Learners at the following website: https://www.doi.gov/doitalent/nondoi_learners. Annual CAWP training certifications shall be provided to the CO and COR before execution of each ordering period, as well as any new employees during the performance year.

BLM will provide mandatory training regarding BLM freeze marks, microchips, microchip scanning and other skills needed specifically for wild horse and burro preparation/maintenance techniques aligned with BLM procedures prior to animals arriving at the facility. All contract employees must attend this training and the COR must certify that all employees have been trained according to BLM standards (including new employees). Refresher training should be completed annually or whenever the CO and COR deem necessary. Training could be given by an experienced BLM staff member at a BLM facility or at the Contracted facility.

Euthanasia and system of record training will be coordinated through the COR. All personnel working on a task order must have completed the required training prior to performance.

12.0 Key Personnel, Subcontractors and Outside Associates or Consultants

Any personnel hired must be physically capable of working outside in varying climate conditions as well as with general livestock. The Contractor, COR and CO shall ensure that personnel shall have the knowledge, skills, and ability to safely handle wild horses and burros (includes ensuring proper training as listed in 11.0 above). The COR has the authority to direct or redirect all contract employees and any person working in the ORC to ensure animals are being handled correctly. The COR will remove anyone within the ORC facility or employed by the ORC if they are endangering wild horses or burros. The COR will notify the CO and Contractor if this is necessary and provide written direction of any changes that are necessary to prevent it from reoccurring (additional training, removal of personnel, etc.).

The offeror is to certify that any personnel performing services under this contract have not been convicted of, nor are currently under indictment or investigation for any charges related to animal cruelty or similar offenses.

At the time of award, the individual designated as the Farm Project Manager (PM) shall have full

authority to act in all matters of SOW administration (including payments, proposed modifications, and signature authority for contract documents) on behalf of the Contractor and shall be responsible for the performance of the work. The proposed PM should have similar magnitude of experience comparable to the SOW requirements, with minimums as follows:

- **Farm PM**, minimum of 3 years of supervisory experience with knowledge of animals.

The key personnel identified in the awarded contract must remain fixed for the duration of the contract unless a change request is submitted in writing to the CO and upon authorization by the CO of such change. A request for change of key personnel, Subcontractors, and outside associates or consultants must be made within **15 working days** to the CO prior to the change taking effect. Individual names shall be included in the resultant contract through incorporation of the Contractor's proposal. Revisions in accordance with the provisions of this clause shall be made by superseding letters.

During the first year of performance, the Contractor shall make no substitutions of key personnel unless the substitution is necessitated by illness, death, termination of employment, or otherwise approved by the CO. The Contractor shall notify the CO within 15 working days after the occurrence of any of these events and provide information required by this section. After the initial year, the Contractor shall submit the information required by this section to the CO at least 15 working days prior to making any permanent substitution. The Contractor shall provide an explanation of the circumstances necessitating the proposed substitution, complete resumes for the proposed substitutes, and any additional information requested by the CO. The CO and COR have 5 days to review and approve/disapprove the substitution. The BLM may approve the substitution but reserves the right to revoke acceptance of this substitution if their resume qualifications/experience are deemed unacceptable. If the BLM does not provide approval/disapproval 5 days after receipt of the request the Contractor shall consider it approved. Proposed substitutions should have comparable qualifications to those of the persons being replaced. The CO shall notify the Contractor within 15 working days after receipt of all required information of the decision on substitutions. The key listing of personnel shall be modified by superseding letters.

13.0 Reports

Contractor shall maintain and be able to provide the BLM the following records:

a. Inventory which identifies all animals delivered to the ORC.

   i. Contractor shall provide a record keeping system that identifies the pen location, sex, age group, and quantity to include per pen of inventory animals. The contractor will update the form on a bi-monthly basis.

   ii. Animals will be identified by freeze mark, microchip number or physical description.

   iii. Animals that die shall be identified as soon as possible and accounted for on the inventory. Probable cause of death shall also be noted (as required under section 4.2 Health Care Requirements). A copy of these records will be submitted with

each monthly invoice Attachment XX, Example Invoice.

b. The contractor shall record individual animals that receive hoof trimming by freeze mark or microchip number and the date in which trimming services were provided. This information shall be sent to the COR by the next business day after trimming occurs. The contractor shall attach this documentation to monthly invoices.

c. All records and records of inspections shall be kept and made available to the CO, upon request, throughout the period of performance and for the period after contract completion and until final settlement of any claims arising under or related to this contract. The COR may request supporting information to substantiate questions which arise from the required reports, audits, etc. Copies of supporting data or Contractor quality assurance site inspections may be requested. There will be no claim against the Government for any additional documentation requested.

d. BLM is responsible for entry of required data into its system of record. If the Contractor is allowed access to the official system of record at some point, the BLM COR may allow this task to be delegated to the Contractor with BLM oversight.

13.0 Extent of Obligation

The Contractor(s) shall incur costs under this contract only in the performance of Task Orders and modifications to Task Orders issued in accordance with these ordering procedures. The price stated in the Task Order shall be considered the maximum allowable expenditure for the designated order. No other costs are authorized without the express prior written consent of the Contracting Officer. The funded amount is stated as the "Total."

14.0 Contract Price Reduction

Due to the multiple award nature of this acquisition, Contractors may deem it appropriate to offer price reductions due to market conditions, magnitude of work, or other factors when competing for orders under this contract; however, unit prices in the basic contract may not be exceeded at any time. The Contractor may, at any time during the life of the contract, reduce the fixed unit price of item(s) included in the contract. Any price reduction for the remainder of the life of the contract shall be incorporated into the contract by modification. The Contractor may reduce the fixed unit price(s) of item(s) included in the contract on a one-time basis for a specific delivery order, for a set period of time for orders placed during that time, or in any other manner consistent with commercial practice. Economic price adjustments to account for fluctuating commodity prices (i.e. hay or fuel) will not be considered under this contract.

15.0 Contractor Representative/Use of English Language

The Contractor shall provide a contract representative for the performance of the work. The name of this person and an alternate(s) who act for the Contractor when the Contractor is absent shall be designated in writing to the Contracting Officer. The Contract representative or alternate shall have full authority to act for the Contractor on all contract matters relating to daily operation of this contract. The Contractor representative and alternate(s) must be able to read, write, speak, and understand English without use of a translator. Under no circumstances shall

any documents, Task Orders Statement of Work, Work Schedules, Contractor submittals, Contractor plans, etc., be translated. All documentation shall be submitted in the English language.

16.0 Contractor Officer Representative

COR will be appointed by the responsible CO upon issuance of this contract and for each subsequent task order that may be issued. COR will be responsible for giving the Contractor any special instructions or guidance necessary to complete performance as required by the contract. The COR does not have the authority to modify or in any way amend the terms of this contract.

17.0 Technical Direction

(see the clause at 1452.201-70, Authorities and Delegations)
Technical direction must be within the scope of work stated in the contract and resultant task order. The COR does not have the authority to, and may not, issue any technical direction which:

a. Constitutes an assignment of additional work outside the SOW;

b. Constitutes a change as defined in contract clause FAR 52.212-4 (c);

c. Causes an increase or decrease in the total price or the time required for contract performance; changes any of the expressed terms, conditions, or specifications of the contract; or interferes with the Contractor's right to perform the terms and conditions of the contract.

The term "technical direction" is defined to include:

a. Directions to the Contractor which redirect the contract effort, shifts work emphasis between work areas or tasks, requires pursuit of certain lines of inquiry, fills in details or otherwise serves to accomplish the contractual SOW.

b. Providing written information to the Contractor, which assists in the interpretation of drawings, specifications, or technical portions of the work description.

c. Review, and where required by the contract, approval of technical reports, drawings, specifications, and technical information to be delivered by the Contractor to the Government under the contract.

Technical directions can be issued in writing or verbally by the COR. If issued verbally, a written notification will be issued within 24 hours.

The Contractor shall proceed promptly with the performance of technical directions duly issued by the COR in the manner prescribed by this article and within his authority under the provisions of this clause. In the opinion of the Contractor, if any instruction or direction by the COR falls within one of the categories in which the COR does not have authority (A-C above), the Contractor shall not proceed but shall notify the CO in writing within five working days after receipt of any such instruction or direction and shall request the CO to modify the contract accordingly. Upon receiving the notification from the Contractor, the CO shall:

a. Advise the Contractor in writing within 30 days after receipt of the Contractor's letter that

the technical direction is within the scope of the contract effort and does not constitute a change under contract clause FAR 52.212-4 (c) Changes;

b. Advise the Contractor within a reasonable time that the Government shall issue a written modification; or rescind the technical direction.

A failure of the Contractor and CO to agree that the technical direction is within the scope of the contract, or a failure to agree upon the contract action to be taken with respect thereto shall be subject to the provisions of clause FAR 52.233- 1 Disputes.

18.0 Identification of Contractor Employees

All contract personnel are required to identify themselves as Contractors. Whether attending meetings, answering Government telephones, or working in other situations where their Contractor status is not obvious to third parties, they must make their status known to avoid creating an impression that they are Government employees.