

AWARD DATA

Orders May Be Placed Through 4/24/10

Vascular and Non-Vascular Plant Surveys, Multiple-Award, Indefinite-Delivery, Indefinite-Quantity

Ordering Agencies:

BLM

Ordering procedures:

Both price and past performance for both contracts must be considered prior to placement of each task order (see FAR 16.505 and contract clause F.3.0). BLM's past performance evaluations are set forth in the following table.

BLM Contract No. HAC062C00 Scot Loring 5456 Adams Road Talent, OR 97540 Contact: 541-535-2863 MOL – no limit 30 day MOL – no limit *Outstanding	BLM Contract No. HAC062D00 Siskiyou BioSurvey LLC 265 Ball Road Eagle Point, OR 97524 Contact: Richard Callagan, 541-826-6104 MOL is \$25,000/task order 30 day MOL is \$50,000 *Outstanding
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BLM contact: Sherry Marshall, Contracting Officer 503-808-6217

For contractors' technical approach and missing items from Section J contact Jessica Clark at 503-808-6226.

All amendments and modification no. 1 have been incorporated into text.

Past performance definitions:

Outstanding -- Very comprehensive, in depth, work. Consistently meets standards with no omissions. Consistently high quality performance can be expected.

Excellent -- Extensive, detailed work for all requirements similar to outstanding in quality, but with minor areas of unevenness or spottiness. High quality performance is likely but not assured due to minor omissions or areas where less than excellent performance might be expected.

Good -- No deficiencies noted. Better than acceptable performance can be expected but in some significant areas there is an unevenness or spottiness which might impact on performance.

Fair -- Generally meets minimum requirements but there is no expectation of better than acceptable performance; deficiencies are confined to areas with minor impact on performance and can be corrected.

Poor -- Fails to meet one or more minimum requirements; deficiencies exist in significant areas but can be corrected, or serious deficiencies exist in areas with minor impact.

SECTION B - SCHEDULE OF ITEMS

This is a four-year indefinite-delivery, indefinite-quantity (IDIQ) contract for vascular and nonvascular plant surveys. The quantities listed are estimated survey acres anticipated to be ordered by the Bureau of Land Management (BLM) throughout the contract. Task Orders may be placed by contracting officers in the BLM Oregon State Office or the Medford District Office for requirements in the Ashland and Grants Pass Resource Areas.

Offerors shall enter a unit price for each subitem listed below, and then multiply the unit price by the estimated quantity to obtain the total amount. These prices will be used to determine the price for each task order.

AC = Acre
Qty = Quantity
Est. = Estimated

PERFORMANCE TIME FOR COMPLETION OF FIELD SURVEYS AND ASSOCIATED DOCUMENTATION:

Sub-item A, B, C, J, K One (1) calendar day for each 15 acres assigned in the task order
Sub-item D, E, F, G, H, I, L One (1) calendar day for each 20 acres assigned in the task order

ESTIMATED START WORK DATE: April 20, 2006

ANNUAL ECONOMIC PRICE ADJUSTMENT

Offerors wishing to propose revised prices in successive years shall state in the spaces below the economic price adjustment percentages to be used by the Government to compute future year prices, to be effective for the second and third years. For instance, a 3% economic price adjustment factor is shown as 3% (rather than 103% or 1.03). Note that the economic price adjustment percentage can be either negative or positive. The factors stated will be compounded annually. If no percentage is entered, future year prices will be the same as base year prices.

Offeror's economic price adjustment percentage(s):

2nd Year _____
3rd Year _____
4th Year _____

SECTION B - SCHEDULE OF ITEMS (Continued)

EVALUATION FOR AWARD

For evaluation purposes only, award will be based on the total of all listed subitems for the base year plus the economic price adjustment percentages for the additional years. The Government will make award on an all-or-none basis in accordance with Section L, Instructions, Conditions and Notices to Offeror, Provision 52.215-1, Instructions to Offerors—Competitive Acquisition and Section M, Evaluation and Award Factors. Award will not be made for less than a total of all quantities as set forth in the Schedule of Items.

The Government may elect to make single or multiple contract awards to two or more sources under this solicitation in accordance with Section L, Instructions, Conditions, and Notices to Offeror, Provision 52.216-27.

Award will be made in accordance with Section L, Instructions, Conditions, and Notices to Offeror, Clause 52.215-1, Instructions to Offeror's Competitive Acquisition and Section M, Evaluation and Award Factors.

TASK ORDERS

After award, task orders may be placed by the Government. Task orders will be awarded based on a combination of awarded Contractor's prices and past performance. The Sample Task Order (See Section J) is a sample order and given for illustration only.

All task orders will be placed no later than four years from the date of contract award. Prices for the base year will be effective for one year from the date of contract award. Prices for subsequent years will be effective the first day after the anniversary date of contract award. The date of the order placed by the Government will determine the task order prices. The total value of all task orders of all awarded contracts will not exceed \$300,000.

MINIMUM GUARANTEE

The minimum guarantee under each contract awarded will be the Contractor's maximum task order limitation up to a maximum of \$20,000 (even if the Contractor's maximum task order limitation is higher).

MAXIMUM ORDER LIMITATION

The Contractor's maximum task order limitation is \$_____ (Insert task order limitation. Maximum is \$25,000 if no amount is shown.).

SECTION B - SCHEDULE OF ITEMS (Continued)

The Contractor may limit the maximum dollar value of task orders it is willing to accept from all ordering offices within a 30-calendar day period. The Contractor's maximum order limitation for a 30-calendar day period is \$_____ (Insert order limitation. Maximum is \$50,000 if no amount is shown.)

THIS PROCUREMENT IS SET ASIDE FOR SMALL BUSINESS CONCERNS.

REFER TO SECTION I, CLAUSES 52.216-18 ORDERING, 52.216-19 TASK ORDER LIMITATIONS, AND 52.216-22 INDEFINITE QUANTITY.

CONTRACTOR SHALL PROVIDE A TECHNICAL PROPOSAL IN ACCORDANCE WITH THE FORMAT AND CONTENT AS OUTLINED IN SECTION L.

SECTION C - SPECIFICATIONS FOR VASCULAR AND NON-VASCULAR PLANT SURVEYS

C.1.0 GENERAL

- C.1.1 Description of Work - The Contractor shall provide all services, equipment and expertise necessary for the collection of field data on Special Status vascular and nonvascular plants and noxious weeds. Data shall be collected on proposed project units in the Ashland and Grants Pass Resource Areas, Medford District, Bureau of Land Management (BLM). Surveys will occur in a variety of habitats including oak woodlands, oak-pine savannas, mixed hardwood-conifer woodlands, chaparral, meadows, and conifer forests in various successional stages. Some areas have been previously surveyed. All Special Status Plant sites will be documented, regardless if the area has been previously surveyed and the site previously documented.
- C.1.2 Medford District Special Status Plant (SSP) List - The 2006 Medford District Special Status Plant list included in Section J will be updated at least yearly. The most current version will be provided to the Contractor when a new task order (TO) is issued. Some species may be dropped or added, but the list will be comparable to the one shown in Section J.
- C.1.3 Location – The work performed will be located in the Ashland and Grants Pass Resource Areas, within 60 miles of the Medford District office. See Section J for Resource Area map and maps of sample projects. Not all unit boundaries will be physically identified on the ground. Much of the terrain is steep, has dense vegetation, and can be difficult to walk through. Units in all categories may contain dense smaller trees and brush. Units will be a minimum of 5 acres, unless they are contiguous with another unit and the combined area of the two units is at least 5 acres. Project area maps will be provided with each TO issued.
- C.1.4 Access
- C.1.4.1 Access will be by both improved roads (paved/gravel) and unimproved roads (dirt) which may require four-wheel drive vehicles. Some units or portions of units do not have direct road access. Walk-ins may be necessary up to one-half mile. Use of unsurfaced roads during wet months should be minimized to avoid damage.
- C.1.4.2 Contractors accessing project areas are responsible for obtaining permission to access federal lands across non-federal lands. Documentation of permission will be provided to the BLM upon request.
- C.1.4.3 Some project units are accessed through locked gates that may require BLM keys. Gates with locks shall be locked immediately after entry or exit by the Contractor. Keys will be issued to the Contractor by the Contracting Officer's Representative (COR) at the BLM, Medford District Office. The Contractor shall return all gate keys

to the COR before final payment is made. The Contractor will be charged \$50.00 for each key lost or returned in an unusable condition.

C.1.4.4 Stop work orders for nonvascular plant surveys will be issued for inclement weather, e.g. snow events lasting more than one day. Stop work orders for vascular plant surveys will be issued for units where flowering periods for suspected Special Status Plants do not coincide, e.g. early spring bloomers and late summer bloomers. The contractor shall be in contact with the COR to determine when conditions are appropriate for surveys to resume.

C.1.5 Pre-work Conferences - A pre-work conference will be held after contract award and prior to work starting, to ensure a clear understanding of the scope of the contract, the sequence of work, submission times for weekly progress reports, documentation requirements, inspection, and payment schedules.

C.2.0 DEFINITIONS

Bryophytes – mosses and liverworts

GPS - Global Positioning System

Intuitive Controlled Survey Method – Survey effort covers a representative (80%) cross section of all major habitats and topographic features including slopes, draws, benches, ridges, riparian or wet areas, rock outcrops and meadows and is concentrated in areas of probable habitat of target species.

Nonvascular Plants – Term used in this contract to refer to lichens, mosses, and liverworts.

OHV (Off-Highway Vehicle) - Any motorized vehicle capable of, or designed for, travel on or immediately over land, water, or other natural terrain.

PDOP (Position of Dilution of Precision) – PDOP is an indicator of the satellite's geometry in relation to the user's GPS receiver location. The smaller the number, the better the geometry; therefore, the better the position.

Special Status Plants (SSP) – Vascular and nonvascular plants, lichens, and fungi with status of Federal Candidate, Threatened, and Endangered, or State Threatened and Endangered, or Bureau Sensitive, Assessment, and Tracking, or Medford Watch species on the Medford District BLM SSP list. See Section J. In this contract, Special Status Plant refers to vascular and/or nonvascular plants as appropriate for the bid item.

Universal Transverse Mercator (UTM) - A mapping coordinate grid system based upon one of many different mapping projections. The BLM in Western Oregon uses

the projected coordinate system UTM, Datum NAD 1927 (Conus), Zone 10. The data is displayed in meters easting and northing.

Vascular Plants – Species of trees, shrubs, grasses, ferns and other flowering plants.

C.3.0 CONTRACTOR FURNISHED PROPERTY AND SERVICES

C.3.1 The Contractor shall furnish all expertise, labor, equipment, transportation, supervision, materials (except Government furnished items specified in C.4.0) and incidentals necessary to perform the work.

C.3.2 Specifically, but not necessarily all inclusive, the Contractor shall furnish:

- a. Compass with azimuth and declination setting.
- b. A GPS unit and software capable of collecting UTM's within a minimum 150 feet accuracy
- c. Convex densiometer
- d. Clinometer
- e. Hand lens (minimum magnification 10X)
- e. Access to compound and dissecting microscopes and chemicals required for proper identification of lichens and bryophytes.
- f. Digital camera with a minimum resolution of 3 megapixels, JPEG format on CD
- g. Staple gun and staples or hammer and nails
- h. At a minimum, Bruce McCune's "Macrolichens of the Pacific Northwest," Dan Norris' "Keys to the Liverworts and Mosses of California," Elva Lawton's "Moss Flora of the Pacific Northwest" and other appropriate keys and monographs required to accurately identify Special Status lichens and bryophytes; Peck, "A Manual of the Higher Plants of Oregon"; Hickman, "The Jepson Manual: Higher Plants of California"; Hitchcock and Cronquist "Flora of the Pacific Northwest"; Munz and Keck "A California Flora and Supplement" for vascular plant identification.
- i. Minimum of two colors of fine-lined permanent marking pens for marking aerial photos
- j. Wide-lined permanent markers for marking flagging and plant site signs in the field
- k. Additional color photo copies of aerial photos if needed (BLM provides one)
- l. Additional copies of 1:12,000 topographic section maps if needed (BLM provides two)
- m. Training necessary to meet identification and survey requirements of surveyors.

C.4.0 GOVERNMENT FURNISHED PROPERTY AND SERVICES

C.4.1 The Government will furnish to the Contractor the following materials, supplies, property, or services:

- a. District road maps and 1:12,000 scale topographic maps of project areas

- b. Aerial photos or color copies of aerial photos
- c. Two different flagging colors for marking survey lines and populations of SS plants
- d. Plant Site signs for posting at SS plant sites
- e. Paper copies and MS Word compatible disk of Special Status Plant Survey Report Form and Special Status Plant Site Form
- f. Bryophyte voucher packets
- g. Paper and electronic copy of Medford District BLM Special Status Non-vascular Plant List
- h. Access to a copy of Soil Survey of Jackson and Josephine County Area, Oregon, USDA Soil Conservation Service, if needed (also available online at <http://websoilsurvey.nrcs.usda.gov/app/>)
- i. Access to a copy of Keys of the Field Guide to the Forested Plant Associations of Southwestern Oregon if needed (also available online at <http://www.fs.fed.us/r6/siskiyou/guide.htm>)
- j. BLM gate keys, where necessary
- k. List of known SS Plants in the project area.

C.4.2 The Contractor shall be liable for all loss or damage of such Government-furnished property until completion and final acceptance of work required under this contract. All items will be available from the COR at the Medford District Office, 3040 Biddle Road, Medford, OR 97504.

C.5.0 SPECIFIC TASKS

C.5.1 Field Work

C.5.1.1 The contractor shall search for SSP on the Medford District list (Section J), using the Intuitive Controlled Survey Method. Surveys shall be completed by walking routes that cover a representative cross section (80%) of all major topographic (slopes, draws, benches, ridges) and special features (wet areas, rock outcrops, ridges, riparian areas, serpentine, etc.) of each unit. In areas of high potential habitat, a more thorough and intensive survey shall be made. Field work shall be conducted during the stage of plant phenological development that assures visibility of characteristics necessary for accurate identification of special status plant species. Multiple visits may be required in some habitats for certain species to ensure that the phenological development is such that accurate identification is possible. Vascular plant surveys will be conducted from April 15 through September 1. Nonvascular plant surveys may occur any season. Timing of fieldwork will take into consideration seasonal climate, elevation, aspect, target species and suitable habitat.

C.5.1.2 Units where boundaries are not clearly identified on the ground shall be surveyed by approximating the boundary location from maps and photos provided by the BLM.

C.5.1.3 Double strands of route flagging shall be hung at the beginning and end of each route. Single strands shall be hung approximately every 100 feet along the survey line to

show the survey route. When contours of the land and/or dense vegetation reduce easy visibility, flagging shall be hung at whatever intervals are needed to follow the survey lines. The survey route shall be accurately depicted on a separate topographic section map. Route flagging of a color designated by the Government for this purpose will be provided.

- C.5.1.4 The Contractor shall visit previously known Special Status Plant sites within the survey area. Known site locations to be re-documented will be shown on the maps provided to the Contractor by the BLM. Relocations shall be treated like new sites for data collection purposes and shall be re-flagged, signed, mapped, and site forms completed. Negative findings shall also be documented. Copies of the original site reports are available upon request from the BLM.
- C.5.1.5 The Contractor shall compile a species list by unit of all plants and lichens encountered during the survey. Species occurrence will be noted by general habitat type, e.g. conifer forest, oak woodland, shrubland, etc. The species list shall include a heading on each page with the 1) project name, 2) legal description, 3) unit number(s), 4) survey date, and 5) contractor's name. See Section J for sample list.
- C.5.1.6 For each unit surveyed, the Contractor shall complete a Survey Report (example in Section J), whether or not Special Status Plant sites are found. A habitat summary by unit shall be provided in each survey report. The summary report shall include information on unit topography (including relationship to watershed), vegetation communities, apparent history (e.g. burned), management effects, SSP and habitats (if found), dumps, impacts from OHV use, livestock grazing use, weed and nonnative plant occurrences, and other observations.
- C.5.2 Documenting Bureau Special Status Plants
- C.5.2.1 When SS Plants are discovered, the occurrence center and boundaries shall be clearly delineated, as described below, with flagging of the designated color provided by the BLM. The surveyor will indicate on the site form how the site was flagged.
- a. Sites less than 30 feet in diameter shall be marked with two long flags as close to center of the site as possible, but in a location where it can be easily seen from a distance. If no trees or shrubs are close to the species occurrence, flagging will be hung on the closest tree or shrub within 50 feet. The azimuth and distance to the actual species location will be written on this flagging. Hang single strands of flagging close to the actual location(s) of the Special Status Plant(s). Perimeter flags around the occurrence boundary are not required for these small sites. Map the population as a point.
 - b. Occurrences greater than 30 feet and less than 100 feet in diameter shall be marked with two long flags in the approximate center of the site and the perimeter of the polygon shall be clearly flagged with single strands. Also hang single strands of flagging close to the actual location(s) of the Special Status Plant(s).

The population boundary shall be drawn on both the topographic map and the aerial photo. These sites are mapped as small polygons.

- c. Occurrences greater than 100 feet in diameter shall be marked with two long flags in the approximate center of the population and single strands of flagging shall be hung close to the actual location(s) of the Special Status Plant(s). The boundary of the population shall be mapped on both the topographic map and the aerial photo as a polygon. Perimeter flagging is not required. Show on the topographic map the location of the sub-populations. Indicate on the site form how many sub-populations were flagged within the polygon.

C.5.2.2 The central flagging at each SSP site shall be labeled with the plant code, date, site number, and surveyor's initials. Writing shall be from the knot down on the upper end of the flag, using a wide-tipped permanent black marker. Multiple sightings of the same species within a survey unit shall be clearly labeled in sequence, for example, "species, population 1, date, surveyor's initials," "species, population 2, date, surveyor's initials," etc. The single strands of flagging marking the actual location of the species occurrence and the perimeter flagging should be marked with the species code and site number.

C.5.2.3 A minimum of two plant site signs facing opposite directions, shall be posted five to six feet in height on the nearest live tree in the center of each SSP occurrence. Signs shall be attached using a staple gun or hammer. Signs shall not be more than 50 feet from an occurrence center. If nothing exists to staple the signs to within the 50 feet, plant site signs are not required. Write the following information on the sign that faces the site:

- a. species name code (e.g. TRLE6 for *Tripterocladium leucocladulum*)
- b. site number
- c. date
- d. surveyor's initials
- e. azimuth (e.g. 270°) and distance (e.g. 12 feet) to the nearest SSP occurrence

C.5.2.4 Accurately mark the location of the site on the aerial photo and on the topographic map as a point or polygon, as appropriate. If the site is a polygon which contains multiple patches of plants, number these sub-populations, and show their locations on the map. Use the species code from the Special Status list (Section J) and site number. The site number on the flagging shall match that on the site forms and the maps.

C.5.2.5 Detailed directions from a reference point to the population shall be noted on the Site Form. The Contractor shall flag a route using route flagging to the site from the nearest road or easily locatable reference point (e.g. stand edge, section line, draw). Hang two strands of route flagging at the reference point labeled with the species name code, site #, azimuth and distance to the site. For sites less than 200 feet from the road, the Contractor may just hang two route flags at the reference point with the

species code, site #, azimuth and distance to the site. Indicate the location of the reference point on the topographic map for the site.

- C.5.2.6 A SSP Site Form shall be completed for all SSP sites. Data collected shall include the location of the site, detailed directions from the nearest road to the site, habitat description, and population data. All plants within 300 feet of one another are considered to be one site and should be included on one site form. Plants further than 300 feet apart require separate site forms. See Section J for a sample form.
- C.5.2.7 Collect UTM coordinates at the site and record on the SSP Site Form. Indicate the type of GPS equipment used on the site form (e.g. Trimble GeoExplorer 3). The accuracy level shall be recorded on the site form, maximum of 150 feet, if provided on the GPS unit (e.g. accurate within 50 feet). The PDOP value should remain six or less unless insufficient satellites are detected. No more than 15 minutes total is required at any site to collect GPS point data. If, after this time, insufficient satellites are detected, try off-setting the location to an area where adequate satellites are detected and record the distance and azimuth to the site. If insufficient satellites are detected after 15 minutes at the offset location, no further attempts are required and the mapped location will be accepted.

The GPS equipment shall be programmed at the following settings:

Coordinate System:	UTM
Zone:	10 North
Datum:	NAD 1927 (Conus)
Units:	Meters

- C.5.2.8 At least one photograph of the SSP species itself and one of the general habitat where it is located shall be taken. Take the habitat photograph after hanging the identifying flagging. Electronic jpeg files shall be labeled with the township, range, and section, project name, species code, site number, date, and surveyor's name.

C.5.3 Documentation

- C.5.3.1 For inspection purposes, brief weekly progress reports on work completed to date shall be submitted to the COR. The written report shall include the areas where surveys have been conducted and if SSP sites have been discovered. Draft site forms, site location maps, and route maps shall be submitted. The day and time for progress reports shall be established at the pre-work conference.
- C.5.3.2 All field work shall be fully documented. The following documentation is required for each *unit* surveyed (sample forms in Section J):
- Special Status Plant Survey Report.
 - Special Status Plant Site form for each SSP found and a topographic map with that site only marked on it.

- c. Topographic map showing survey routes.
 - d. Separate topographic map showing all SSP locations, if found.
 - e. Plant species list (hard copy and on disk) of species encountered during the survey. Species lists shall be in Microsoft Excel (preferred) or Word format.
 - f. Unit summary (hard copy and on disk) including information on unit topography, vegetation, apparent history (e.g. burned, logged), management effects, Special Status non-vascular plants and habitats, weed and nonnative plant occurrences, and other observations.
 - g. Photos of SSP found and their habitat.
 - h. At least one voucher for each Special Status nonvascular species found. See sample voucher packets in Section J.
- C.5.3.3 Review and edit all forms and maps prior to submitting to the COR to ensure that all required forms are properly filled out and all information submitted is legible. All paperwork shall be attached by unit with paperclips, not staples.
- C.5.3.4 An entire contract summary report of Special Status Plant sites and noxious weed populations discovered in the project area shall be submitted to the COR. This report shall list the species found by section and indicate how many sites of each were found and is due within the performance time of the TO.
- C.6.0 Special Status Plant Collections
- C.6.1 All Special Status Nonvascular Plants require collection of plant material for accurate identification. However, collection shall be made only when the population can withstand a reduction in its numbers. Collect a small portion of the lichen or liverwort thallus or a few moss stems, preferably with sporophytes. Collect some reproductive parts if present. Submit in the bryophyte packets provided by the COR (sample in Section J). The front of the voucher packet shall be filled out and a personal collection number assigned. The collection number shall be written on the corresponding site form. Voucher specimens shall be delivered to the COR with the weekly progress report and no later than submission of the final paperwork.
- C.6.2 First time encounters of Special Status Vascular Plants on the Medford District require collection of plant material for accurate identification. Collection shall be made only when the population can withstand a reduction in its numbers. Collections in populations of less than twenty plants require coordination and approval with the COR prior to collection, which will require revisiting the site.
- C.6.3 All vascular plant collections shall be pressed and dried to herbarium standards as described in Vascular Plant Taxonomy by Dirk R. Walters and David J. Keil with a label documenting species name, location, legal description and UTM, plant community description, date collected, and collector. The pressed specimens shall be delivered to the COR within the total performance time. Enough material should be collected to make two herbarium sheets. The BLM will mount the dried material onto herbarium sheets.

C.7 Right to Share

Except as otherwise specifically provided for in this contract, the Contractor shall not use for purposes other than the performance of this contract, nor shall the Contractor release, reproduce, distribute or publish any data first produced in the performance of this contract, nor authorize others to do so, without written permission of the CO. Any requests for survey information from outside entities should be forwarded to the COR.

SECTION E - INSPECTION AND ACCEPTANCE

52.246-4 INSPECTION OF SERVICES - FIXED-PRICE (AUG 1996)

(a) Definitions. Services, as used in this clause, includes services performed, workmanship, and material furnished or utilized in the performance of services.

(b) The Contractor shall provide and maintain an inspection system acceptable to the Government covering the services under this contract. Complete records of all inspection work performed by the Contractor shall be maintained and made available to the Government during contract performance and for as long afterwards as the contract requires.

(c) The Government has the right to inspect and test all services called for by the contract, to the extent practicable at all times and places during the term of the contract. The Government shall perform inspections and tests in a manner that will not unduly delay the work.

(d) If the Government performs inspections or tests on the premises of the Contractor or a subcontractor, the Contractor shall furnish, and shall require subcontractors to furnish, at no increase in contract price, all reasonable facilities and assistance for the safe and convenient performance of these duties.

(e) If any of the services do not conform to contract requirements, the Government may require the Contractor to perform the services again in conformity with contract requirements, at no increase in contract amount. When the defects in services cannot be corrected by re-performance, the Government may (1) require the Contractor to take necessary action to ensure that future performance conforms to contract requirements and (2) reduce the contract price to reflect the reduced value of the services performed.

(f) If the Contractor fails to promptly perform the services again or to take the necessary action to ensure future performance in conformity with contract requirements, the Government may (1) by contract or otherwise, perform the services and charge to the Contractor any cost incurred by the Government that is directly related to the performance of such service or (2) terminate the contract for default.

E.1.0 INSPECTION

E.1.1 Field Survey

E.1.1.1 Based on Contractor's weekly progress reports, the COR may inspect a randomly selected 10% or more of the areas where surveys have been completed.

E.1.1.2 The COR or Project Inspector (PI) will walk through the surveyed areas evaluating: (1) if a representative cross section of the unit was surveyed and all unique habitat features were surveyed, and (2) that no noxious weeds or Special Status plants were overlooked.

- E.1.1.3 At a minimum 10% of all positive sightings will be inspected.
- E.2.0 ACCEPTANCE
 - E.2.1 The Contractor will receive payment for units inspected and accepted.
 - E.2.2 The Contractor will be required to rework any area or portion thereof that does not meet the terms of the contract. If the inspection reveals the need for rework, the COR will notify the Contractor immediately in writing. All rework must be completed prior to proceeding with new areas.
 - E.2.3 All documentation of completed surveyed areas shall be submitted to the COR at the appointed time. The COR will inspect all documentation for legibility and consistency in reporting style. Any submittals not meeting these requirements will be returned and re-done by the Contractor.
- E.3.0 PAYMENT
 - E.3.1 Payment will be made at the unit price offered in the schedule of items for the acreage completed and accepted. A mutually agreed upon schedule for periodic payments will be arranged at the pre-work conference.
 - E.3.4 Final payment under the contract will not be made until all Government-furnished property not utilized during performance of the contract has been returned as directed by the COR.
 - E.3.5 Measurement of Survey Areas - Survey area acreage is determined by digitizing proposed units from hand drawn maps into an Arcview GIS program. Acreages are then calculated by Arcview.
 - E.3.6 Re-measurement of Survey Areas
 - E.3.6.1 The Contractor may, at any time during the course of the contract, request in writing to the CO re-measurement of any survey area if they think that the acreage stated in the task order and on the project maps is incorrect.
 - E.3.6.2 If re-measurement indicates that a variance of 5% or less exists, the Contractor shall pay for the actual cost of the re-measurement. Payment will be based on the acreage stated in the task order.
 - E.3.6.3 If re-measurement indicates that the actual acreage variance is more than 5% of that shown in the task order, payment will be based on the re-measured acreage. The cost for re-measurement will be incurred by the Government.

E.4.0 INVOICES - Send invoices to the attention of the COR at the following address:

Bureau of Land Management
Ashland Resource Area
3040 Biddle Rd.
Medford, Oregon 97504

SECTION F - DELIVERIES OR PERFORMANCE

F.1.0 CONTRACT TIME

The Contractor shall begin work within five calendar days from the effective date of the notice to proceed. The Contractor shall continue performance of the work under the contract without delay or interruption except by causes beyond his control as defined by contract clauses, or by the receipt of a "Suspend Work Order" issued by the Government. Failure to do so may be cause for action under the "Default" clause. The Contractor shall complete all work required within the time specified in the Schedule of Items.

F.2.0 PROGRESS PLAN

At the prework conference, the Contractor shall provide to the COR a written "work progress plan" that details his proposed work force and schedule to provide for orderly completion of the work within the contract performance time. This work schedule must be acceptable to the Government. At a minimum, the schedule should reflect a work progress rate equal to the available amount of contract performance time. The unit sequence work schedule will be determined by the COR at the prework conference and may be subject to change because of normal variations in weather conditions at no change in contract time or price.

52.211-18 VARIATION IN ESTIMATED QUANTITY

(APR 1984)

If the quantity of a unit-priced item in this contract is an estimated quantity and the actual quantity of the unit-priced item varies more than 15 percent above or below the estimated quantity, an equitable adjustment in the contract price shall be made upon demand of either party. The equitable adjustment shall be based upon any increase or decrease in costs due solely to the variation above 115 percent or below 85 percent of the estimated quantity. If the quantity variation is such as to cause an increase in the time necessary for completion, the Contractor may request, in writing, an extension of time, to be received by the Contracting Officer within 10 days from the beginning of the delay, or within such further period as may be granted by the Contracting Officer before the date of final settlement of the contract. Upon the receipt of a written request for an extension, the Contracting Officer shall ascertain the facts and make an adjustment for extending the completion date as, in the judgement of the Contracting Officer, is justified.

SECTION G - CONTRACT ADMINISTRATION DATA

G.1.0 CONTRACTING OFFICER'S REPRESENTATIVE DEFINITION

The "Contracting Officer's Representative (COR)" is the on-the-ground administrator for the Contracting Officer.

G.2.0 PROJECT INSPECTOR DEFINITION

"Project Inspector" means the person designated by the COR to perform, as needed, on-the-job Government inspection of work accomplished by the Contractor.

G.3.0 RESPONSIBILITIES OF THE CONTRACTING OFFICER'S REPRESENTATIVE AND PROJECT INSPECTOR

G.3.1 The COR's authorities and responsibilities are defined in the COR's Designation Letter. The COR is authorized to clarify technical requirements, and to review and approve work which is clearly within the scope of work. The COR is NOT authorized to issue changes pursuant to the changes clause or to in any other way modify the scope of work.

G.3.2 The Project Inspector is responsible for checking the Contractor's compliance with the technical specifications, drawings, work schedule, and labor provisions at the site of the work.

G.4.0 NOTICE TO PROCEED

G.4.1 After award of contract, the COR will issue to the Contractor a written notice to proceed. Issuance of the notice may be delayed for a reasonable time, at the discretion of the Government, if adverse soil, vegetative, or climatological conditions exist.

G.4.2 The Contractor shall perform no preliminary work prior to receipt of the written notice to proceed. Contract time starts on the effective date of the notice to proceed.

SECTION H - SPECIAL CONTRACT REQUIREMENTS

H.1.0 WORK HOURS

Work hours under this contract shall be limited to the time between one-half hour before sunrise to one-half hour after sunset each day. No work will be done on Sunday unless mutually agreed upon.

H.2.0 PROSECUTION OF THE WORK

H.2.1 The capacity of the Contractor's plant, method of operation, and forces employed shall, at all times during the continuance of the contract, be subject to the approval of the Contracting Officer and shall be such as to assure the completion of the work within the specified period of time. To the extent stated in the specifications, the Contracting Officer shall have the right to select the sequence in which the individual work will be completed.

H.2.2 If work is seriously or chronically deficient, the Contractor's right to proceed may be suspended until the performance problems can be resolved and work may resume. The contract time will continue to run during any such period of suspension.

H.2.3 The Contracting Officer may, in writing, require the Contractor to remove from the work any employee found to be working in an unsafe manner.

H.3.0 ENVIRONMENTAL INTERRUPTION OF WORK

H.3.1 Environmental - The Contracting Officer, by issuance of a suspend work order, may direct the Contractor to shut down any work that may be subject to damage due to weather conditions or fire danger. The Contractor will be given a resume work order which will document the date the work suspension ends. An allowance has been included in the contract time for short term environmental delays up to one day at a time. The count of contract time will therefore continue during work interruptions of one day or less, but the count of contract time will stop during work interruptions in excess of one day at a time. All periods of interruptions directed by the Government will be documented. The Contractor will not be entitled to additional monetary compensation for such suspensions regardless of duration.

H.3.2 Endangered Species - The Government may direct the Contractor to discontinue all operations in the event that listed or proposed threatened or endangered plants or animals protected under the Endangered Species Act of 1973, as amended, or Federal candidate (Category 1 and 2), sensitive or state listed species, identified under BLM Manual 6840, are discovered to be present in or adjacent to the project area. Actions taken under this paragraph shall be subject to the Suspension of Work clause in Section I, FAR 52.242-14.

H.4.0 PRESERVATION OF HISTORICAL AND ARCHEOLOGICAL RESOURCES

If, in connection with operations under this contract, the Contractor, subcontractors, or the employees of any of them, discovers, encounters or becomes aware of any objects or sites of cultural value on the project area, such as historical or prehistorical ruins, graves or grave markers, fossils, or artifacts, the Contractor shall immediately suspend all operations in the vicinity of the cultural value and shall notify the COR in writing of the findings. No objects of cultural resource value may be removed. Operations may resume at the discovery site upon receipt of written instructions. Actions taken under this paragraph shall be subject to the Suspension of Work clause in Section I, FAR 52.242-14.

H.5.0 SUBCONTRACTS

If the contractor desires to subcontract any work under the contract, it shall obtain the Contracting Officer's written consent. The request to subcontract shall contain the following information:

- a. Name of subcontractor
- b. Description and amount of supplies or services to be subcontracted. The Contractor shall insert in any subcontracts all applicable clauses contained in the contract.

H.6.0 RESTORATION OF RESOURCES

H.6.1 Cleanup - The Contractor is responsible for cleaning up all camp and worksites before leaving the area. Final payment may be withheld until the Contractor has complied with this requirement.

H.6.2 Access Roads - Public or private access roads damaged by the Contractor shall be restored, at his expense, to the same condition they were in at the commencement of work.

H.7.0 FIRE DANGER SEASON

If the COR allows the Contractor to continue work during periods of Closed Fire Season, the Contractor shall comply with all applicable State laws relating to fire prevention and with all special conditions of work as directed by the COR.

SECTION I - NEGOTIATED SERVICE CLAUSES
(current through Federal Acquisition Circular 2005-06)

*** Asterisked clauses are included in full text.**

52.202-1*	Definitions	(JUL 2004)
52.203-3	Gratuities	(APR 1984)
52.203-5	Covenant Against Contingent Fees	(APR 1984)
52.203-6	Restrictions on Subcontractor Sales to the Government	(JUL 1995)
52.203-7	Anti-Kickback Procedures	(JUL 1995)
52.203-8	Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity	(JAN 1997)
52.203-10	Price or Fee Adjustment for Illegal or Improper Activity	(JAN 1997)
52.203-12	Limitation on Payments to Influence Certain Federal Transactions (Applicable to contracts exceeding \$100,000)	(JUN 2003)
52.204-4	Printed or Copied Double-Sided on Recycled Paper	(AUG 2000)
52.204-7*	Central Contractor Registration	(OCT 2003)
52.209-6	Protecting the Government's Interest When Subcontracting With Contractors Debarred, Suspended, or Proposed for Debarment	(JAN 2005)
52.215-2	Audit and Records - Negotiation	(JUN 1999)
52.215-8*	Order of Precedence	(OCT 1997)
52.215-10	Price Reduction for Defective Cost or Pricing Data.	(OCT 1997)
52.215-11	Price Reduction for Defective Cost or Pricing Data - Modifications	(OCT 1997)
52.215-12	Subcontractor Cost or Pricing Data	(OCT 1997)
52.215-13	Subcontractor Cost or Pricing Data - Modifications	(OCT 1997)
52.215-15	Pension Adjustments and Asset Reversions	(JAN 2004)
52.215-16	Facilities Capital Cost of Money	(JUN 2003)
52.215-18	Reversion or Adjustment of Plans for Postretirement Benefits Other Than Pensions	(OCT 1997)
52.216-18*	Ordering	(OCT 1995)
52.216-19*	Order Limitations	(OCT 1995)
52.216-22*	Indefinite Quantity	(OCT 1995)
52.219-3	Notice of Total HUBZone Set-Aside (Applicable if noted on the Schedule).	(JAN 1999)
52.219-6	Notice of Total Small Business Set-Aside (Applicable if so noted on Schedule of Items.)	(JUN 2003)
52.219-8	Utilization of Small Business Concerns	(MAY 2004)
52.219-14*	Limitations on Subcontracting (Applicable only if project is set aside for small businesses.)	(DEC 1996)
52.222-3	Convict Labor	(JUN 2003)
52.222-4	Contract Work Hours and Safety Standards Act - Overtime Compensation	(SEP 2000)
52.222-21	Prohibition of Segregated Facilities	(FEB 1999)

52.222-26	Equal Opportunity	(APR 2002)
52.222-35	Affirmative Action for Disabled Veterans and Veterans of the Vietnam Era	(DEC 2001)
52.222-36	Affirmative Action for Workers with Disabilities	(JUN 1998)
52.222-37	Employment Reports on Disabled Veterans and Veterans of the Vietnam Era	(DEC 2001)
52.222-39*	Notification of Employee Rights Concerning Payment of Union Dues or Fees	(DEC 2004)
52.222-41	Service Contract Act of 1965, as Amended	(JUL 2005)
52.222-42*	Statement of Equivalent Rates for Federal Hires	(MAY 1989)
52.222-44	Fair Labor Standards Act and Service Contract Act-Price Adjustment	(FEB 2002)
52.223-6	Drug-Free Workplace	(MAY 2001)
52.223-14	Toxic Chemical Release Reporting (Applicable if contract exceeds \$100,000.)	(AUG 2003)
52.225-1	Buy American Act - Supplies	(JUN 2003)
52.225-13	Restrictions on Certain Foreign Purchases	(DEC 2003)
52.227-1	Authorization and Consent	(JUL 1995)
52.227-2	Notice and Assistance Regarding Patent and Copyright Infringement	(AUG 1996)
52.228-1*	Bid Guarantee (Applicable if guarantees required. See Schedule of Items.)	(SEP 1996)
52.228-2	Additional Bond Security (Applicable if bonds required. See Schedule of Items.)	(OCT 1997)
52.228-5	Insurance-Work on a Government Installation (Applicable if DIAR 1452.228-70 is included.)	(JAN 1997)
52.228-11*	Pledges of Assets (Applicable if bonds required. See Schedule of Items.)	(FEB 1992)
52.228-14	Irrevocable Letter of Credit (Applicable if bonds required. See Schedule of Items.)	(DEC 1999)
52.229-3	Federal, State, and Local Taxes	(APR 2003)
52.229-4	Federal, State, and Local Taxes (Noncompetitive Contract)	(APR 2003)
52.229-5	Taxes - Contracts Performed in U.S. Possessions or Puerto Rico	(APR 1984)
52.232-1*	Payments	(APR 1984)
52.232-8	Discounts for Prompt Payment	(FEB 2002)
52.232-9	Limitation on Withholding of Payments	(APR 1984)
52.232-11	Extras	(APR 1984)
52.232-17	Interest	(JUN 1996)
52.232-23	Assignment of Claims	(JAN 1986)
52.232-25*	Prompt Payment	(OCT 2003)
52.232-33*	Payment by Electronic Funds Transfer - Central Contractor Registration	(OCT 2003)
52.233-1*	Disputes -- Alternate I (DEC 1991)	(JUL 2002)
52.233-3	Protest After Award	(AUG 1996)

52.233-4	Applicable Law for Breach of Contract Claim	(OCT 2004)
52.236-6*	Superintendence by the Contractor	(APR 1984)
52.236-7*	Permits and Responsibilities	(NOV 1991)
52.242-13	Bankruptcy	(JUL 1995)
52.242-14*	Suspension of Work	(APR 1984)
52.243-1*	Changes - Fixed-Price (AUG 1987) -- Alternate I	(APR 1984)
52.244-6	Subcontracts for Commercial Items	(DEC 2004)
52.245-4	Government-Furnished Property (Short Form)	(JUN 2003)
52.246-25	Limitation of Liability - Services	(FEB 1997)
52.248-1	Value Engineering	(FEB 2000)
52.249-4*	Termination for Convenience of the Government (Services) (Short form)	(APR 1984)
52.249-8*	Default (Fixed-Price Supply and Service)	(APR 1984)
52.252-2*	Clauses Incorporated by Reference	(FEB 1998)
52.253-1	Computer Generated Forms	(JAN 1991)
1452.203-70	Restriction on Endorsements - Department of the Interior	(JUL 1996)

SECTION I - CONTRACT CLAUSES

52.202-1 DEFINITIONS

(JUL 2004)

(a) When a solicitation provision or contract clause uses a word or term that is defined in the Federal Acquisition Regulation (FAR), the word or term has the same meaning as the definition in FAR 2.101 in effect at the time the solicitation was issued, unless -

- (1) The solicitation, or amended solicitation, provides a different definition;
- (2) The contracting parties agree to a different definition;
- (3) The part, subpart, or section of the FAR where the provision or clause is prescribed provides a different meaning; or
- (4) The word or term is defined in FAR Part 31, for use in the cost principles or procedures.

(b) The FAR Index is a guide to words and terms the FAR defines and shows where each definition is located. The FAR Index is available via the Internet at <http://acqnet.gov> at the end of the FAR, after the FAR Appendix.

52.204-7 CENTRAL CONTRACT REGISTRATION

(OCT 2003)

a) Definitions. As used in this clause-

"Central Contractor Registration (CCR) database" means the primary Government repository for Contractor information required for the conduct of business with the Government.

"Data Universal Numbering System (DUNS) number" means the 9-digit number assigned by Dun and Bradstreet, Inc. (D&B) to identify unique business entities.

"Data Universal Numbering System +4 (DUNS+4) number" means the DUNS number assigned by D&B plus a 4-character suffix that may be assigned by a business concern. (D&B has no affiliation with this 4-character suffix.) This 4-character suffix may be assigned at the discretion of the business concern to establish additional CCR records for identifying alternative Electronic Funds Transfer (EFT) accounts (see the FAR at Subpart 32.11) for the same parent concern.

"Registered in the CCR database" means that-

(1) The Contractor has entered all mandatory information, including the DUNS number or the DUNS+4 number, into the CCR database; and

(2) The Government has validated all mandatory data fields and has marked the record "Active".

(b)(1) By submission of an offer, the offeror acknowledges the requirement that a prospective awardee shall be registered in the CCR database prior to award, during performance, and through final payment of any contract, basic agreement, basic ordering agreement, or blanket purchasing agreement resulting from this solicitation.

(2) The offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation "DUNS" or "DUNS +4" followed by the DUNS or DUNS +4 number that identifies

the offeror's name and address exactly as stated in the offer. The DUNS number will be used by the Contracting Officer to verify that the offeror is registered in the CCR database.

(c) If the offeror does not have a DUNS number, it should contact Dun and Bradstreet directly to obtain one.

(1) An offeror may obtain a DUNS number-

(i) If located within the United States, by calling Dun and Bradstreet at 1-866-705-5711 or via the Internet at <http://www.dnb.com>; or

(ii) If located outside the United States, by contacting the local Dun and Bradstreet office.

(2) The offeror should be prepared to provide the following information:

(i) Company legal business.

(ii) Tradestyle, doing business, or other name by which your entity is commonly recognized.

(iii) Company Physical Street Address, City, State, and Zip Code.

(iv) Company Mailing Address, City, State and Zip Code (if separate from physical).

(v) Company Telephone Number.

(vi) Date the company was started.

(vii) Number of employees at your location.

(viii) Chief executive officer/key manager.

(ix) Line of business (industry).

(x) Company Headquarters name and address (reporting relationship within your entity).

(d) If the Offeror does not become registered in the CCR database in the time prescribed by the Contracting Officer, the Contracting Officer will proceed to award to the next otherwise successful registered Offeror.

(e) Processing time, which normally takes 48 hours, should be taken into consideration when registering. Offerors who are not registered should consider applying for registration immediately upon receipt of this solicitation.

(f) The Contractor is responsible for the accuracy and completeness of the data within the CCR database, and for any liability resulting from the Government's reliance on inaccurate or incomplete data. To remain registered in the CCR database after the initial registration, the Contractor is required to review and update on an annual basis from the date of initial registration or subsequent updates its information in the CCR database to ensure it is current, accurate and complete.

Updating information in the CCR does not alter the terms and conditions of this contract and is not a substitute for a properly executed contractual document.

(g)

(1)

(i) If a Contractor has legally changed its business name, "doing business as" name, or division name (whichever is shown on the contract), or has transferred the assets used in performing the contract, but has not completed the necessary requirements regarding novation and change-of-name agreements in Subpart 42.12, the Contractor shall provide the responsible Contracting Officer a minimum of one business day's written notification of its intention to (A) change the name in the CCR database; (B) comply with the requirements of Subpart 42.12 of the FAR; and (C) agree in writing to the timeline and procedures specified by the responsible Contracting Officer. The Contractor must provide with the notification sufficient documentation to support the legally changed name.

(ii) If the Contractor fails to comply with the requirements of paragraph (g)(1)(i) of this clause, or fails to perform the agreement at paragraph (g)(1)(i)(C) of this clause, and, in the absence of a properly executed novation or change-of-name agreement, the CCR information that shows the

Contractor to be other than the Contractor indicated in the contract will be considered to be incorrect information within the meaning of the "Suspension of Payment" paragraph of the electronic funds transfer (EFT) clause of this contract.

(2) The Contractor shall not change the name or address for EFT payments or manual payments, as appropriate, in the CCR record to reflect an assignee for the purpose of assignment of claims (see FAR Subpart 32.8, Assignment of Claims). Assignees shall be separately registered in the CCR database. Information provided to the Contractor's CCR record that indicates payments, including those made by EFT, to an ultimate recipient other than that Contractor will be considered to be incorrect information within the meaning of the "Suspension of payment" paragraph of the EFT clause of this contract.

(h) Offerors and Contractors may obtain information on registration and annual confirmation requirements via the internet at <http://www.ccr.gov> or by calling 1-888-227-2423, or 269-961-5757.

52.215-8 ORDER OF PRECEDENCE--UNIFORM CONTRACT FORMAT (OCT 1997)

Any inconsistency in this solicitation or contract shall be resolved by giving precedence in the following order:

- (a) The Schedule (excluding the specifications).
- (b) Representations and other instructions.
- (c) Contract clauses.
- (d) Other documents, exhibits, and attachments.
- (e) The specifications.

52.216-18 ORDERING

(OCT 1995)

(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued four years from the date of award.

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

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

52.216-19 ORDER LIMITATIONS

(OCT 1995)

(a) Minimum order. When the Government requires supplies or services covered by this contract in an amount of less than \$2,500.00 the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.

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

- (1) Any order for single item in excess of (See Schedule).

(2) Any order for a combination of items in excess of (See Schedule).

(3) A series of orders from the same ordering office within 30 days that together call for quantities exceeding the limitation in subparagraph (1) or (2) of this section.

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

(d) Notwithstanding paragraphs (b) and (c) of this section, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within seven (7) days after issuance, with written notice stating the Contractor's intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

52.216-22 INDEFINITE QUANTITY

(OCT 1995)

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

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

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

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

52.219-14 LIMITATIONS ON SUBCONTRACTING

(DEC 1996)

(a) This clause does not apply to the unrestricted portion of a partial set-aside.

(b) By submission of an offer and execution of a contract, the Offeror/Contractor agrees that in performance of the contract in the case of a contract for--

(1) Services (except construction). At least 50 percent of the cost of contract performance incurred for personnel shall be expended for employees of the concern.

(2) Supplies (other than procurement from a nonmanufacturer of such supplies). The concern shall perform work for a least 50 percent of the cost of manufacturing the supplies, not including the cost of materials.

(3) General construction. The concern will perform at least 15 percent of the cost of the contract, not including the cost of materials, with its own employees.

(4) Construction by special trade contractors. The concern will perform at least 25 percent of the cost of the contract, not including the cost of materials, with its own employees.

52.222-39 NOTIFICATION OF EMPLOYEE RIGHTS CONCERNING
PAYMENT OF UNION DUES OR FEES

(DEC 2004)

(a) *Definition.* As used in this clause-

"United States" means the 50 States, the District of Columbia, Puerto Rico, the Northern Mariana Islands, American Samoa, Guam, the U.S. Virgin Islands, and Wake Island.

(b) Except as provided in paragraph (e) of this clause, during the term of this contract, the Contractor shall post a notice, in the form of a poster, informing employees of their rights concerning union membership and payment of union dues and fees, in conspicuous places in and about all its plants and offices, including all places where notices to employees are customarily posted. The notice shall include the following information (except that the information pertaining to National Labor Relations Board shall not be included in notices posted in the plants or offices of carriers subject to the Railway Labor Act, as amended (45 U.S.C. 151-188)).

Notice to Employees

Under Federal law, employees cannot be required to join a union or maintain membership in a union in order to retain their jobs. Under certain conditions, the law permits a union and an employer to enter into a union-security agreement requiring employees to pay uniform periodic dues and initiation fees. However, employees who are not union members can object to the use of their payments for certain purposes and can only be required to pay their share of union costs relating to collective bargaining, contract administration, and grievance adjustment.

If you do not want to pay that portion of dues or fees used to support activities not related to collective bargaining, contract administration, or grievance adjustment, you are entitled to an appropriate reduction in your payment. If you believe that you have been required to pay dues or fees used in part to support activities not related to collective bargaining, contract administration, or grievance adjustment, you may be entitled to a refund and to an appropriate reduction in future payments.

For further information concerning your rights, you may wish to contact the National Labor Relations Board (NLRB) either at one of its Regional offices or at the following address or toll free number:

National Labor Relations Board
Division of Information
1099 14th Street, N.W.
Washington, DC 20570
1-866-667-6572
1-866-316-6572 (TTY)

To locate the nearest NLRB office, see NLRB's website at <http://www.nlr.gov>.

(c) The Contractor shall comply with all provisions of Executive Order 13201 of February 17, 2001, and related implementing regulations at 29 CFR part 470, and orders of the Secretary of Labor.

(d) In the event that the Contractor does not comply with any of the requirements set forth in paragraphs (b), (c), or (g), the Secretary may direct that this contract be cancelled, terminated, or suspended in whole or in part, and declare the Contractor ineligible for further Government contracts in accordance with procedures at 29 CFR part 470, Subpart B-Compliance Evaluations, Complaint Investigations and Enforcement Procedures. Such other sanctions or remedies may be imposed as are provided by 29 CFR part 470, which implements Executive Order 13201, or as are otherwise provided by law.

(e) The requirement to post the employee notice in paragraph (b) does not apply to-

(1) Contractors and subcontractors that employ fewer than 15 persons;

(2) Contractor establishments or construction work sites where no union has been formally recognized by the Contractor or certified as the exclusive bargaining representative of the Contractor's employees;

(3) Contractor establishments or construction work sites located in a jurisdiction named in the definition of the United States in which the law of that jurisdiction forbids enforcement of union-security agreements;

(4) Contractor facilities where upon the written request of the Contractor, the Department of Labor Deputy Assistant Secretary for Labor-Management Programs has waived the posting requirements with respect to any of the Contractor's facilities if the Deputy Assistant Secretary finds that the Contractor has demonstrated that-

(i) The facility is in all respects separate and distinct from activities of the Contractor related to the performance of a contract; and

(ii) Such a waiver will not interfere with or impede the effectuation of the Executive order; or

(5) Work outside the United States that does not involve the recruitment or employment of workers within the United States.

(f) The Department of Labor publishes the official employee notice in two variations; one for contractors covered by the Railway Labor Act and a second for all other contractors. The Contractor shall-

(1) Obtain the required employee notice poster from the Division of Interpretations and Standards, Office of Labor-Management Standards, U.S. Department of Labor, 200 Constitution Avenue, NW, Room N-5605, Washington, DC 20210, or from any field office of the Department's Office of Labor-Management Standards or Office of Federal Contract Compliance Programs;

(2) Download a copy of the poster from the Office of Labor-Management Standards website at <http://www.olms.dol.gov>; or

(3) Reproduce and use exact duplicate copies of the Department of Labor's official poster.

(g) The Contractor shall include the substance of this clause in every subcontract or purchase order that exceeds the simplified acquisition threshold, entered into in connection with this contract, unless exempted by the Department of Labor Deputy Assistant Secretary for Labor-Management Programs on account of special circumstances in the national interest under authority of 29 CFR 470.3(c). For indefinite quantity subcontracts, the Contractor shall include the substance of this clause if the value of orders in any calendar year of the subcontract is expected to exceed the simplified acquisition threshold. Pursuant to 29 CFR part 470, Subpart B-Compliance Evaluations, Complaint Investigations and Enforcement Procedures, the Secretary of Labor may direct the Contractor to take such action in the enforcement of these regulations, including the imposition of sanctions for noncompliance with respect to any such subcontract or purchase order. If the Contractor becomes involved in litigation with a subcontractor or vendor, or is threatened with such involvement, as a result of such direction, the Contractor may request the United States, through the Secretary of Labor, to enter into such litigation to protect the interests of the United States.

52.222-42 STATEMENT OF EQUIVALENT RATES FOR FEDERAL HIRES (MAY 1989)

In compliance with the Service Contract Act of 1965, as amended, and the regulations of the Secretary of Labor (29 CFR Part 4), this clause identifies the classes of service employees expected to be employed under the contract and states the wages and fringe benefits payable to each if they were employed by the contracting agency subject to the provisions of 5 U.S.C. 5341 or 5332.

This Statement is for Information Only: It is Not a Wage Determination

Employee class	Monetary wage-Fringe benefits
[See Section J]	[See Section J]

52.228-1 BID GUARANTEE (SEP 1996)
(Applicable if guarantees required. See Schedule of Items.)

(a) Failure to furnish a bid guarantee in the proper form and amount, by the offer due date and time, may be cause for rejection of the offer.

(b) The offeror shall furnish a bid guarantee in the form of a firm commitment, e.g., bid bond supported by good and sufficient surety or sureties acceptable to the Government, postal money order, certified check, cashier's check, irrevocable letter of credit, or, under Treasury Department regulations, certain bonds or notes of the United States. The Contracting Officer will return bid guarantees, other than bid bonds - (1) to unsuccessful offerors as soon as practicable after the receipt of offers; and (2) to the successful offeror upon execution of contractual documents and bonds (including any necessary coinsurance or reinsurance agreements), as required by the offer as accepted.

(c) The amount of the bid guarantee shall be 20 percent of the bid price.

(d) If the successful offeror, upon acceptance of its offer by the Government within the period specified for acceptance, fails to execute all contractual documents or furnish executed bond(s) within 10 days after receipt of the forms by the offeror, the Contracting Officer may terminate the contract for default.

(e) In the event the contract is terminated for default, the offeror is liable for any cost of acquiring the work that exceeds the amount of its offer, and the bid guarantee is available to offset the difference.

52.228-11 PLEDGES OF ASSETS

(FEB 1992)

(Applicable if bonds required. See Schedule of Items.)

(a) Offerors shall obtain from each person acting as an individual surety on a bid guarantee, a performance bond, or a payment bond-

- (1) Pledge of assets; and
- (2) Standard Form 28, Affidavit of Individual Surety.

(b) Pledges of assets from each person acting as an individual surety shall be in the form of-

(1) Evidence of an escrow account containing cash, certificates of deposit, commercial or Government securities, or other assets described in FAR 28.203-2 (except see 28.203-2(b)(2) with respect to Government securities held in book entry form) and/or;

(2) A recorded lien on real estate. The offeror will be required to provide-

(i) Evidence of title in the form of a certificate of title prepared by a title insurance company approved by the United States Department of Justice. This title evidence must show fee simple title vested in the surety along with any concurrent owner; whether any real estate taxes are due and payable; and any recorded encumbrances against the property, including the lien filed in favor of the Government as required by FAR 28.203-3(d);

(ii) Evidence of the amount due under any encumbrance shown in the evidence of title;

(iii) A copy of the current real estate tax assessment of the property or a current appraisal dated no earlier than 6 months prior to the date of the bond, prepared by a professional appraiser who certifies that the appraisal has been conducted in accordance with the generally accepted appraisal standards as reflected in the Uniform Standards of Professional Appraisal Practice, as promulgated by the Appraisal Foundation.

52.232-1 PAYMENTS

(APR 1984)

The Government shall pay the Contractor, upon the submission of proper invoices or vouchers, the prices stipulated in this contract for supplies delivered and accepted or services rendered and accepted, less any deductions provided in this contract. Unless otherwise specified in this contract, payment shall be made on partial deliveries accepted by the Government if -

(a) The amount due on the deliveries warrants it; or

(b) The Contractor requests it and the amount due on the deliveries is at least \$1,000 or 50 percent of the total contract price.

52.232-25 PROMPT PAYMENT (Asterisks indicate omitted material.) (OCT 2003)

Notwithstanding any other payment clause in this contract, the Government will make invoice payments under the terms and conditions specified in this clause. The Government considers payment as being made on the day a check is dated or the date of an electronic funds transfer (EFT). Definitions of pertinent terms are set forth in sections 2.101, 32.001, and 32.902 of the Federal Acquisition Regulation. All days referred to in this clause are calendar days, unless otherwise specified. (However, see paragraph (a)(4) of this clause concerning payments due on Saturdays, Sundays, and legal holidays.)

(a) *Invoice payments-*

(1) *Due date.*

(i) Except as indicated in paragraphs (a)(2) and (c) of this clause, the due date for making invoice payments by the designated payment office is the later of the following two events:

(A) The 30th day after the designated billing office receives a proper invoice from the Contractor (except as provided in paragraph (a)(1)(ii) of this clause).

(B) The 30th day after Government acceptance of supplies delivered or services performed. For a final invoice, when the payment amount is subject to contract settlement actions, acceptance is deemed to occur on the effective date of the contract settlement.

(ii) If the designated billing office fails to annotate the invoice with the actual date of receipt at the time of receipt, the invoice payment due date is the 30th day after the date of the Contractor's invoice, provided the designated billing office receives a proper invoice and there is no disagreement over quantity, quality, or Contractor compliance with contract requirements.

(2) (ii) If the contract does not require submission of an invoice for payment (*e.g.*, periodic lease payments), the due date will be as specified in the contract.

(3) *Contractor's invoice.* The Contractor shall prepare and submit invoices to the designated billing office specified in the contract. A proper invoice must include the items listed in paragraphs (a)(3)(i) through (a)(3)(x) of this clause. If the invoice does not comply with these requirements, the designated billing office will return it within 7 days after receipt (3 days for meat, meat food products, or fish; 5 days for perishable agricultural commodities, dairy products, edible fats or oils, and food products prepared from edible fats or oils), with the reasons why it is not a proper invoice. The Government will take into account untimely notification when computing any interest penalty owed the Contractor.

(i) Name and address of the Contractor.

(ii) Invoice date and invoice number. (The Contractor should date invoices as close as possible to the date of the mailing or transmission.)

(iii) Contract number or other authorization for supplies delivered or services performed (including order number and contract line item number).

(iv) Description, quantity, unit of measure, unit price, and extended price of supplies delivered or services performed.

(v) Shipping and payment terms (*e.g.*, shipment number and date of shipment, discount for prompt payment terms). Bill of lading number and weight of shipment will be shown for shipments on Government bills of lading.

(vi) Name and address of Contractor official to whom payment is to be sent (must be the same as that in the contract or in a proper notice of assignment).

(vii) Name (where practicable), title, phone number, and mailing address of person to notify in the event of a defective invoice.

(viii) Taxpayer Identification Number (TIN). The Contractor shall include its TIN on the invoice only if required elsewhere in this contract.

(ix) Electronic funds transfer (EFT) banking information.

(A) The Contractor shall include EFT banking information on the invoice only if required elsewhere in this contract.

(B) If EFT banking information is not required to be on the invoice, in order for the invoice to be a proper invoice, the Contractor shall have submitted correct EFT banking information in accordance with the applicable solicitation provision (*e.g.*, 52.232-38, Submission of Electronic Funds Transfer Information with Offer), contract clause (*e.g.*, 52.232-33, Payment by Electronic Funds Transfer-Central Contractor Registration, or 52.232-34, Payment by Electronic Funds Transfer-Other Than Central Contractor Registration), or applicable agency procedures.

(C) EFT banking information is not required if the Government waived the requirement to pay by EFT.

(x) Any other information or documentation required by the contract (*e.g.*, evidence of shipment).

(4) *Interest penalty.* The designated payment office will pay an interest penalty automatically, without request from the Contractor, if payment is not made by the due date and the conditions listed in paragraphs (a)(4)(i) through (a)(4)(iii) of this clause are met, if applicable. However, when the due date falls on a Saturday, Sunday, or legal holiday, the designated payment office may make payment on the following working day without incurring a late payment interest penalty.

(i) The designated billing office received a proper invoice.

(ii) The Government processed a receiving report or other Government documentation authorizing payment, and there was no disagreement over quantity, quality, or Contractor compliance with any contract term or condition.

(iii) In the case of a final invoice for any balance of funds due the Contractor for supplies delivered or services performed, the amount was not subject to further contract settlement actions between the Government and the Contractor.

(5) *Computing penalty amount.* The Government will compute the interest penalty in accordance with the Office of Management and Budget prompt payment regulations at 5 CFR part 1315.

(i) For the sole purpose of computing an interest penalty that might be due the Contractor, Government acceptance is deemed to occur constructively on the 7th day (unless otherwise specified in this contract) after the Contractor delivers the supplies or performs the services in accordance with the terms and conditions of the contract, unless there is a disagreement over quantity, quality, or Contractor compliance with a contract provision. If actual acceptance occurs within the constructive acceptance period, the Government will base the determination of an interest penalty on the actual date of acceptance. The constructive acceptance requirement does not, however, compel Government officials to accept supplies or services, perform contract administration functions, or make payment prior to fulfilling their responsibilities.

(ii) The prompt payment regulations at 5 CFR 1315.10(c) do not require the Government to pay interest penalties if payment delays are due to disagreement between the Government and the Contractor over the payment amount or other issues involving contract compliance, or on amounts temporarily withheld or retained in accordance with the terms of the contract. The Government and the Contractor shall resolve claims involving disputes and any interest that may be payable in accordance with the clause at FAR 52.233-1, Disputes.

(6) *Discounts for prompt payment.* The designated payment office will pay an interest penalty automatically, without request from the Contractor, if the Government takes a discount for prompt payment improperly. The Government will calculate the interest penalty in accordance with the prompt payment regulations at 5 CFR part 1315.

(7) *Additional interest penalty.*

(i) The designated payment office will pay a penalty amount, calculated in accordance with the prompt payment regulations at 5 CFR part 1315 in addition to the interest penalty amount only if-

(A) The Government owes an interest penalty of \$1 or more;

(B) The designated payment office does not pay the interest penalty within 10 days after the date the invoice amount is paid; and

(C) The Contractor makes a written demand to the designated payment office for additional penalty payment, in accordance with paragraph (a)(7)(ii) of this clause, postmarked not later than 40 days after the invoice amount is paid.

(ii)(A) The Contractor shall support written demands for additional penalty payments with the following data. The Government will not request any additional data. The Contractor shall-

(1) Specifically assert that late payment interest is due under a specific invoice, and request payment of all overdue late payment interest penalty and such additional penalty as may be required;

(2) Attach a copy of the invoice on which the unpaid late payment interest is due; and

(3) State that payment of the principal has been received, including the date of receipt.

(B) If there is no postmark or the postmark is illegible-

(1) The designated payment office that receives the demand will annotate it with the date of receipt, provided the demand is received on or before the 40th day after payment was made; or

(2) If the designated payment office fails to make the required annotation, the Government will determine the demand's validity based on the date the Contractor has placed on the demand, provided such date is no later than the 40th day after payment was made.

(iii) The additional penalty does not apply to payments regulated by other Government regulations (*e.g.*, payments under utility contracts subject to tariffs and regulation).

(b) *Contract financing payment.* If this contract provides for contract financing, the Government will make contract financing payments in accordance with the applicable contract financing clause.

(c) *Fast payment procedure due dates.* If this contract contains the clause at 52.213-1, Fast Payment Procedure, payments will be made within 15 days after the date of receipt of the invoice.

(d) *Overpayments.* If the Contractor becomes aware of a duplicate contract financing or invoice payment or that the Government has otherwise overpaid on a contract financing or invoice payment, the Contractor shall immediately notify the Contracting Officer and request instructions for disposition of the overpayment.

52.232-33 Payment by Electronic Funds Transfer-Central Contractor Registration (Oct 2003)

(a) *Method of payment.*

(1) All payments by the Government under this contract shall be made by electronic funds transfer (EFT), except as provided in paragraph (a)(2) of this clause. As used in this clause, the term "EFT" refers to the funds transfer and may also include the payment information transfer.

(2) In the event the Government is unable to release one or more payments by EFT, the Contractor agrees to either-

(i) Accept payment by check or some other mutually agreeable method of payment; or

(ii) Request the Government to extend the payment due date until such time as the Government can make payment by EFT (but see paragraph (d) of this clause).

(b) *Contractor's EFT information.* The Government shall make payment to the Contractor using the EFT information contained in the Central Contractor Registration (CCR) database. In the event that the EFT information changes, the Contractor shall be responsible for providing the updated information to the CCR database.

(c) *Mechanisms for EFT payment.* The Government may make payment by EFT through either the Automated Clearing House (ACH) network, subject to the rules of the National Automated Clearing House Association, or the Fedwire Transfer System. The rules governing Federal payments through the ACH are contained in 31 CFR part 210.

(d) *Suspension of payment.* If the Contractor's EFT information in the CCR database is incorrect, then the Government need not make payment to the Contractor under this contract until correct EFT information is entered into the CCR database; and any invoice or contract financing request shall be deemed not to be a proper invoice for the purpose of prompt payment under this contract. The prompt payment terms of the contract regarding notice of an improper invoice and delays in accrual of interest penalties apply.

(e) *Liability for uncompleted or erroneous transfers.*

(1) If an uncompleted or erroneous transfer occurs because the Government used the Contractor's EFT information incorrectly, the Government remains responsible for-

- (i) Making a correct payment;
- (ii) Paying any prompt payment penalty due; and
- (iii) Recovering any erroneously directed funds.

(2) If an uncompleted or erroneous transfer occurs because the Contractor's EFT information was incorrect, or was revised within 30 days of Government release of the EFT payment transaction instruction to the Federal Reserve System, and-

(i) If the funds are no longer under the control of the payment office, the Government is deemed to have made payment and the Contractor is responsible for recovery of any erroneously directed funds; or

(ii) If the funds remain under the control of the payment office, the Government shall not make payment, and the provisions of paragraph (d) of this clause shall apply.

(f) *EFT and prompt payment.* A payment shall be deemed to have been made in a timely manner in accordance with the prompt payment terms of this contract if, in the EFT payment transaction instruction released to the Federal Reserve System, the date specified for settlement of the payment is on or before the prompt payment due date, provided the specified payment date is a valid date under the rules of the Federal Reserve System.

(g) *EFT and assignment of claims.* If the Contractor assigns the proceeds of this contract as provided for in the assignment of claims terms of this contract, the Contractor shall require as a condition of any such assignment, that the assignee shall register separately in the CCR database and shall be paid by EFT in accordance with the terms of this clause. Notwithstanding any other requirement of this contract, payment to an ultimate recipient other than the Contractor, or a financial institution properly recognized under an assignment of claims pursuant to Subpart 32.8, is not permitted. In all respects, the requirements of this clause shall apply to the assignee as if it were the Contractor. EFT information that shows the ultimate recipient of the transfer to be other than the Contractor, in the absence of a proper assignment of claims acceptable to the Government, is incorrect EFT information within the meaning of paragraph (d) of this clause.

(h) *Liability for change of EFT information by financial agent.* The Government is not liable for errors resulting from changes to EFT information made by the Contractor's financial agent.

(i) *Payment information.* The payment or disbursing office shall forward to the Contractor available payment information that is suitable for transmission as of the date of release of the EFT instruction to the Federal Reserve System. The Government may request the Contractor to designate a desired format and method(s) for delivery of payment information from a list of formats and methods the payment office is capable of executing. However, the Government does not guarantee that any particular format or method of delivery is available at any particular payment office and retains the latitude to use the format and delivery method most convenient to the Government. If the Government makes payment by check in accordance with paragraph (a) of this clause, the Government shall mail the payment information to the remittance address contained in the CCR database.

52.233-1 DISPUTES -- ALTERNATE I (DEC 1991)

(JUL 2002)

(a) This contract is subject to the Contract Disputes Act of 1978, as amended (41 U.S.C. 601-613).

(b) Except as provided in the Act, all disputes arising under or relating to this contract shall be resolved under this clause.

(c) "Claim," as used in this clause, means a written demand or written assertion by one of the contracting parties seeking, as a matter of right, the payment of money in a sum certain, the adjustment or interpretation of contract terms, or other relief arising under or relating to this contract. However, a written demand or written assertion by the Contractor seeking the payment of money exceeding \$100,000 is not a claim under the Act until. A voucher, invoice, or other routine request for payment that is not in dispute when submitted is not a claim under the Act. The submission may be converted to a claim under the Act, by complying with the submission and certification requirements of this clause, if it is disputed either as to liability or amount or is not acted upon in a reasonable time.

(d)(1) A claim by the Contractor shall be made in writing and, unless otherwise stated in this contract, submitted within 6 years after accrual of the claim to the Contracting Officer for a written decision. A claim by the Government against the Contractor shall be subject to a written decision by the Contracting Officer.

(2)(i) The Contractor shall provide the certification specified in paragraph (d)(2)(iii) of this clause when submitting any claim exceeding \$100,000.

(ii) The certification requirement does not apply to issues in controversy that have not been submitted as all or part of a claim.

(iii) The certification shall state as follows: "I certify that the claim is made in good faith; that the supporting data are accurate and complete to the best of my knowledge and belief; that the amount requested accurately reflects the contract adjustment for which the Contractor believes the Government is liable; and that I am duly authorized to certify the claim on behalf of the Contractor."

(3) The certification may be executed by any person duly authorized to bind the Contractor with respect to the claim.

(e) For Contractor claims of \$50,000 or less, the Contracting Officer must, if requested in writing by the Contractor, render a decision within 60 days of the request. For Contractor-certified claims over \$50,000, the Contracting Officer must, within 60 days, decide the claim or notify the Contractor of the date by which the decision will be made.

(f) The Contracting Officer's decision shall be final unless the Contractor appeals or files a suit as provided in the Act.

(g) If the claim by the Contractor is submitted to the Contracting Officer or a claim by the Government is presented to the Contractor, the parties, by mutual consent, may agree to use alternate disputes resolution (ADR). If the Contractor refuses an offer for ADR, the Contractor shall inform the Contracting Officer, in writing, of the Contractor's specific reasons for rejecting the offer.

(h) The Government shall pay interest on the amount found due and unpaid from (1) the date the Contracting Officer receives the claim (certified, if required); or (2) the date that payment otherwise would be due, if that date is later, until the date of payment. With regard to claims having defective certifications, as defined in (FAR) 48 CFR 33.201, interest shall be paid from the date that the Contracting Officer initially receives the claim. Simple interest on claims shall be paid at the rate, fixed by the Secretary of the Treasury as provided in the Act, which is applicable to the period during which the Contracting Officer receives the claim and then at the rate applicable for each 6-month period as fixed by the Treasury Secretary during the pendency of the claim.

(i) The Contractor shall proceed diligently with performance of this contract, pending final resolution of any request for relief, claim, appeal, or action arising under or relating to the contract, and comply with any decision of the Contracting Officer.

52.236-6 SUPERINTENDENCE BY THE CONTRACTOR (APR 1984)

At all times during performance of this contract and until the work is completed and accepted, the Contractor shall directly superintend the work or assign and have on the work a competent superintendent who is satisfactory to the Contracting Officer and has authority to act for the Contractor.

52.236-7 PERMITS AND RESPONSIBILITIES (APR 1984)

The Contractor shall, without additional expense to the Government, be responsible for obtaining any necessary licenses and permits, and for complying with any Federal, State, and municipal laws, codes, and regulations applicable to the performance of the work. The Contractor shall also be responsible for all damages to persons or property that occur as a result of the Contractor's fault or negligence. The Contractor shall also be responsible for all materials delivered and work performed until completion and acceptance of the entire work, except for any completed unit of work which may have been accepted under the contract.

52.242-14 SUSPENSION OF WORK (APR 1984)

(a) The Contracting Officer may order the Contractor, in writing, to suspend, delay, or interrupt all or any part of the work of this contract for the period of time that the Contracting Officer determines appropriate for the convenience of the Government.

(b) If the performance of all or any part of the work is, for an unreasonable period of time, suspended, delayed, or interrupted (1) by an act of the Contracting Officer in the administration of this contract, or (2) by the Contracting Officer's failure to act within the time specified in this contract (or within a reasonable time if not specified), an adjustment shall be made for any increase in the cost of performance of this contract (excluding profit) necessarily caused by the unreasonable suspension, delay, or interruption, and the contract modified in writing accordingly. However, no adjustment shall be made under this clause for any suspension, delay, or interruption to the extent that performance would have been so suspended, delayed, or interrupted by any other cause, including the fault or negligence of the Contractor, or for which an equitable adjustment is provided for or excluded under any other term or condition of this contract.

(c) A claim under this clause shall not be allowed (1) for any costs incurred more than 20 days before the Contractor shall have notified the Contracting Officer in writing of the act or failure to act involved (but this requirement shall not apply as to a claim resulting from a suspension order), and (2) unless the claim, in an amount stated, is asserted in writing as soon as practicable after the termination of the suspension, delay, or interruption, but not later than the date of final payment under the contract.

52.243-1 CHANGES - FIXED-PRICE (AUG 1987) -- ALTERNATE I (APR 1984)

(a) The Contracting Officer may at any time, by written order, and without notice to the sureties, if any, make changes within the general scope of this contract in any one or more of the following:

- (1) Description of services to be performed.
- (2) Time of performance (i.e., hours of the day, days of the week, etc.).
- (3) Place of performance of the services.

(b) If any such change causes an increase or decrease in the cost of, or the time required for, performance of any part of the work under this contract, whether or not changed by the order, the Contracting Officer shall make an equitable adjustment in the contract price, the delivery schedule, or both, and shall modify the contract.

(c) The Contractor must assert its right to an adjustment under this clause within 30 days from the date of receipt of the written order. However, if the Contracting Officer decides that the facts justify it, the Contracting Officer may receive and act upon a proposal submitted before final payment of the contract.

(d) If the Contractor's proposal includes the cost of property made obsolete or excess by the change, the Contracting Officer shall have the right to prescribe the manner of the disposition of the property.

(e) Failure to agree to any adjustment shall be a dispute under the Disputes clause. However, nothing in this clause shall excuse the Contractor from proceeding with the contract as changed.

52.249-4 TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (SERVICES) (SHORT FORM) (APR 1984)

The Contracting Officer, by written notice, may terminate this contract, in whole or in part, when it is in the Government's interest. If this contract is terminated, the Government shall be liable only for payment under the payment provisions of this contract for services rendered before the effective date of termination.

52.249-8 DEFAULT (FIXED-PRICE SUPPLY AND SERVICE) (APR 1984)

(a) (1) The Government may, subject to paragraphs (c) and (d) below, by written notice of default to the Contractor, terminate this contract in whole or in part if the Contractor fails to -

(i) Deliver the supplies or to perform the services within the time specified in this contract or any extension;

(ii) Make progress, so as to endanger performance of this contract (but see subparagraph (a)(2) below); or

(iii) Perform any of the other provisions of this contract (but see subparagraph (a)(2) below).

(2) The Government's right to terminate this contract under subdivisions (1)(ii) and (1)(iii) above, may be exercised if the Contractor does not cure such failure within 10 days (or more if authorized in writing by the Contracting Officer) after receipt of the notice from the Contracting Officer specifying the failure.

(b) If the Government terminates this contract in whole or in part, it may acquire, under the terms and in the manner the Contracting Officer considers appropriate, supplies or services similar to those terminated, and the Contractor will be liable to the Government for any excess costs for those supplies or services. However, the Contractor shall continue the work not terminated.

(c) Except for defaults of subcontractors at any tier, the Contractor shall not be liable for any excess costs if the failure to perform the contract arises from causes beyond the control and without the fault or negligence of the Contractor. Examples of such causes include (1) acts of God or of the public enemy, (2) acts of the Government in either its sovereign or contractual capacity, (3) fires, (4) floods, (5) epidemics, (6) quarantine restrictions (7) strikes, (8) freight embargoes, and (9) unusually severe weather. In each instance the failure to perform must be beyond the control and without the fault or negligence of the Contractor.

(d) If the failure to perform is caused by the default of a subcontractor at any tier, and if the cause of the default is beyond the control of both the Contractor and subcontractor, and without the fault or negligence of either, the Contractor shall not be liable for any excess costs for failure to perform, unless the subcontracted supplies or services were obtainable from other sources in sufficient time for the Contractor to meet the required delivery schedule.

(e) If this contract is terminated for default, the Government may require the Contractor to transfer title and deliver to the Government, as directed by the Contracting Officer, any (1)

completed supplies, and (2) partially completed supplies and materials, parts, tools, dies, jigs, fixtures, plans, drawings, information, and contract rights (collectively referred to as “manufacturing materials” in this clause) that the Contractor has specifically produced or acquired for the terminated portion of this contract. Upon direction of the Contracting Officer, the Contractor shall also protect and preserve property in its possession in which the Government has an interest.

(f) The Government shall pay contract price for completed supplies delivered and accepted. The Contractor and Contracting Officer shall agree on the amount of payment for manufacturing materials delivered and accepted and for the protection and preservation of the property. Failure to agree will be a dispute under the Disputes clause. The Government may withhold from these amounts any sum the Contracting Officer determines to be necessary to protect the Government against loss because of outstanding liens or claims of former lien holders.

(g) If, after termination, it is determined that the Contractor was not in default, or that the default was excusable, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of the Government.

(h) The rights and remedies of the Government in this clause are in addition to any other rights and remedies provided by law or under this contract.

52.252-2 CLAUSES INCORPORATED BY REFERENCE

(FEB 1998)

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

SECTION J - LIST OF ATTACHMENTS/EXHIBITS

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12071 - Licensed Practical Nurse I
13.33
12072 - Licensed Practical Nurse II
14.96
12073 - Licensed Practical Nurse III
16.73
12100 - Medical Assistant
13.73
12130 - Medical Laboratory Technician
13.73
12160 - Medical Record Clerk
12.35
12190 - Medical Record Technician
15.55
12221 - Nursing Assistant I
9.12
12222 - Nursing Assistant II
10.26
12223 - Nursing Assistant III
11.20
12224 - Nursing Assistant IV
12.57
12250 - Pharmacy Technician
12.41
12280 - Phlebotomist
13.59
12311 - Registered Nurse I
19.07
12312 - Registered Nurse II
23.33
12313 - Registered Nurse II, Specialist
23.33
12314 - Registered Nurse III
28.24
12315 - Registered Nurse III, Anesthetist
28.24
12316 - Registered Nurse IV
33.83
13000 - Information and Arts Occupations
13002 - Audiovisual Librarian
20.20
13011 - Exhibits Specialist I
16.30
13012 - Exhibits Specialist II
19.44
13013 - Exhibits Specialist III
22.55

13041 - Illustrator I
16.30
13042 - Illustrator II
19.37
13043 - Illustrator III
22.35
13047 - Librarian
20.65
13050 - Library Technician
14.75
13071 - Photographer I
13.28
13072 - Photographer II
15.17
13073 - Photographer III
17.67
13074 - Photographer IV
20.32
13075 - Photographer V
24.60
15000 - Laundry, Dry Cleaning, Pressing and Related Occupations
15010 - Assembler
8.52
15030 - Counter Attendant
8.52
15040 - Dry Cleaner
11.06
15070 - Finisher, Flatwork, Machine
8.52
15090 - Presser, Hand
8.52
15100 - Presser, Machine, Drycleaning
8.52
15130 - Presser, Machine, Shirts
8.52
15160 - Presser, Machine, Wearing Apparel, Laundry
8.52
15190 - Sewing Machine Operator
11.89
15220 - Tailor
12.73
15250 - Washer, Machine
9.36
19000 - Machine Tool Operation and Repair Occupations
19010 - Machine-Tool Operator (Toolroom)
15.77
19040 - Tool and Die Maker
20.83
21000 - Material Handling and Packing Occupations
21010 - Fuel Distribution System Operator
14.66
21020 - Material Coordinator
16.07
21030 - Material Expediter
16.07
21040 - Material Handling Laborer
12.69

21050 - Order Filler
11.14
21071 - Forklift Operator
13.75
21080 - Production Line Worker (Food Processing)
13.75
21100 - Shipping/Receiving Clerk
11.73
21130 - Shipping Packer
11.73
21140 - Store Worker I
10.92
21150 - Stock Clerk (Shelf Stocker; Store Worker II)
14.14
21210 - Tools and Parts Attendant
13.75
21400 - Warehouse Specialist
13.75
23000 - Mechanics and Maintenance and Repair Occupations
23010 - Aircraft Mechanic
19.83
23040 - Aircraft Mechanic Helper
14.20
23050 - Aircraft Quality Control Inspector
20.70
23060 - Aircraft Servicer
17.19
23070 - Aircraft Worker
17.76
23100 - Appliance Mechanic
15.36
23120 - Bicycle Repairer
11.43
23125 - Cable Splicer
21.04
23130 - Carpenter, Maintenance
17.48
23140 - Carpet Layer
16.22
23160 - Electrician, Maintenance
22.39
23181 - Electronics Technician, Maintenance I
19.62
23182 - Electronics Technician, Maintenance II
21.52
23183 - Electronics Technician, Maintenance III
22.53
23260 - Fabric Worker
16.10
23290 - Fire Alarm System Mechanic
19.44
23310 - Fire Extinguisher Repairer
15.10
23340 - Fuel Distribution System Mechanic
18.10
23370 - General Maintenance Worker
14.47

23400 - Heating, Refrigeration and Air Conditioning Mechanic
17.46
23430 - Heavy Equipment Mechanic
19.40
23440 - Heavy Equipment Operator
19.78
23460 - Instrument Mechanic
19.08
23470 - Laborer
10.90
23500 - Locksmith
18.09
23530 - Machinery Maintenance Mechanic
18.21
23550 - Machinist, Maintenance
18.10
23580 - Maintenance Trades Helper
12.25
23640 - Millwright
21.04
23700 - Office Appliance Repairer
18.09
23740 - Painter, Aircraft
18.10
23760 - Painter, Maintenance
13.73
23790 - Pipefitter, Maintenance
21.04
23800 - Plumber, Maintenance
19.60
23820 - Pneudraulic Systems Mechanic
19.08
23850 - Rigger
19.08
23870 - Scale Mechanic
17.09
23890 - Sheet-Metal Worker, Maintenance
19.35
23910 - Small Engine Mechanic
16.22
23930 - Telecommunication Mechanic I
18.10
23931 - Telecommunication Mechanic II
19.04
23950 - Telephone Lineman
19.08
23960 - Welder, Combination, Maintenance
14.44
23965 - Well Driller
19.08
23970 - Woodcraft Worker
19.08
23980 - Woodworker
13.56
24000 - Personal Needs Occupations
24570 - Child Care Attendant
10.22

24580 - Child Care Center Clerk
12.74
24600 - Chore Aid
9.41
24630 - Homemaker
16.36
25000 - Plant and System Operation Occupations
25010 - Boiler Tender
19.16
25040 - Sewage Plant Operator
19.11
25070 - Stationary Engineer
19.16
25190 - Ventilation Equipment Tender
14.11
25210 - Water Treatment Plant Operator
19.11
27000 - Protective Service Occupations
(not set) - Police Officer
23.16
27004 - Alarm Monitor
17.27
27006 - Corrections Officer
19.86
27010 - Court Security Officer
19.86
27040 - Detention Officer
19.86
27070 - Firefighter
20.00
27101 - Guard I
9.70
27102 - Guard II
15.03
28000 - Stevedoring/Longshoremen Occupations
28010 - Blocker and Bracer
16.22
28020 - Hatch Tender
16.22
28030 - Line Handler
16.22
28040 - Stevedore I
15.02
28050 - Stevedore II
17.16
29000 - Technical Occupations
21150 - Graphic Artist
19.24
29010 - Air Traffic Control Specialist, Center (2)
31.40
29011 - Air Traffic Control Specialist, Station (2)
21.71
29012 - Air Traffic Control Specialist, Terminal (2)
23.92
29023 - Archeological Technician I
15.98
29024 - Archeological Technician II
17.91

29025 - Archeological Technician III
22.15
29030 - Cartographic Technician
21.51
29035 - Computer Based Training (CBT) Specialist/ Instructor
22.73
29040 - Civil Engineering Technician
21.43
29061 - Drafter I
12.35
29062 - Drafter II
15.38
29063 - Drafter III
18.08
29064 - Drafter IV
21.05
29081 - Engineering Technician I
12.55
29082 - Engineering Technician II
15.70
29083 - Engineering Technician III
18.44
29084 - Engineering Technician IV
21.42
29085 - Engineering Technician V
26.20
29086 - Engineering Technician VI
31.70
29090 - Environmental Technician
18.15
29100 - Flight Simulator/Instructor (Pilot)
27.53
29160 - Instructor
22.33
29210 - Laboratory Technician
18.24
29240 - Mathematical Technician
20.35
29361 - Paralegal/Legal Assistant I
15.33
29362 - Paralegal/Legal Assistant II
18.63
29363 - Paralegal/Legal Assistant III
22.74
29364 - Paralegal/Legal Assistant IV
27.58
29390 - Photooptics Technician
21.05
29480 - Technical Writer
18.99
29491 - Unexploded Ordnance (UXO) Technician I
20.02
29492 - Unexploded Ordnance (UXO) Technician II
24.22
29493 - Unexploded Ordnance (UXO) Technician III
29.03
29494 - Unexploded (UXO) Safety Escort
20.02

29495 - Unexploded (UXO) Sweep Personnel
20.02
29620 - Weather Observer, Senior (3)
18.28
29621 - Weather Observer, Combined Upper Air and Surface Programs (3)
16.22
29622 - Weather Observer, Upper Air (3)
16.22
31000 - Transportation/ Mobile Equipment Operation Occupations
31030 - Bus Driver
12.63
31260 - Parking and Lot Attendant
8.25
31290 - Shuttle Bus Driver
12.32
31300 - Taxi Driver
10.48
31361 - Truckdriver, Light Truck
12.31
31362 - Truckdriver, Medium Truck
15.59
31363 - Truckdriver, Heavy Truck
15.04
31364 - Truckdriver, Tractor-Trailer
15.04
99000 - Miscellaneous Occupations
99020 - Animal Caretaker
8.72
99030 - Cashier
9.10
99041 - Carnival Equipment Operator
11.97
99042 - Carnival Equipment Repairer
12.72
99043 - Carnival Worker
9.76
99050 - Desk Clerk
10.22
99095 - Embalmer
20.02
99300 - Lifeguard
10.52
99310 - Mortician
20.02
99350 - Park Attendant (Aide)
13.21
99400 - Photofinishing Worker (Photo Lab Tech., Darkroom Tech)
9.99
99500 - Recreation Specialist
12.88
99510 - Recycling Worker
10.56
99610 - Sales Clerk
10.91
99620 - School Crossing Guard (Crosswalk Attendant)
10.25
99630 - Sport Official
10.52

99658 - Survey Party Chief (Chief of Party)
21.02
99659 - Surveying Technician (Instr. Person/Surveyor Asst./Instr.)
17.97
99660 - Surveying Aide
13.20
99690 - Swimming Pool Operator
15.48
99720 - Vending Machine Attendant
13.16
99730 - Vending Machine Repairer
15.48
99740 - Vending Machine Repairer Helper
13.16

ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

HEALTH & WELFARE: \$2.87 an hour or \$114.80 a week or \$497.47 a month

VACATION: 2 weeks paid vacation after 1 year of service with a contractor or successor; 3 weeks after 5 years, and 4 weeks after 15 years. Length of service includes the whole span of continuous service with the present contractor or successor, wherever employed, and with the predecessor contractors in the performance of similar work at the same Federal facility. (Reg. 29 CFR 4.173)

HOLIDAYS: A minimum of ten paid holidays per year: New Year's Day, Martin Luther King Jr.'s Birthday, Washington's Birthday, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans' Day, Thanksgiving Day, and Christmas Day. (A contractor may substitute for any of the named holidays another day off with pay in accordance with a plan communicated to the employees involved.) (See 29 CFR 4.174)

THE OCCUPATIONS WHICH HAVE PARENTHESES AFTER THEM RECEIVE THE FOLLOWING BENEFITS (as numbered):

- 1) Does not apply to employees employed in a bona fide executive, administrative, or professional capacity as defined and delineated in 29 CFR 541. (See CFR 4.156)
- 2) APPLICABLE TO AIR TRAFFIC CONTROLLERS ONLY - NIGHT DIFFERENTIAL: An employee is entitled to pay for all work performed between the hours of 6:00 P.M. and 6:00 A.M. at the rate of basic pay plus a night pay differential amounting to 10 percent of the rate of basic pay.
- 3) WEATHER OBSERVERS - NIGHT PAY & SUNDAY PAY: If you work at night as part of a regular tour of duty, you will earn a night differential and receive an additional 10% of basic pay for any hours worked between 6pm and 6am. If you are a full-time employed (40 hours a week) and Sunday is part of your regularly scheduled workweek, you are paid at your rate of basic pay plus a Sunday premium of 25% of your basic rate for each hour of Sunday work which

is not overtime (i.e. occasional work on Sunday outside the normal tour of duty is considered overtime work).

HAZARDOUS PAY DIFFERENTIAL: An 8 percent differential is applicable to employees employed in a position that represents a high degree of hazard when working with or in close proximity to ordnance, explosives, and incendiary materials. This includes work such as screening, blending, dying, mixing, and pressing of sensitive ordnance, explosives, and pyrotechnic compositions such as lead azide, black powder and photoflash powder. All dry-house activities involving propellants or explosives. Demilitarization, modification, renovation, demolition, and maintenance operations on sensitive ordnance, explosives and incendiary materials. All operations involving regrading and cleaning of artillery ranges.

A 4 percent differential is applicable to employees employed in a position that represents a low degree of hazard when working with, or in close proximity to ordnance, (or employees possibly adjacent to) explosives and incendiary materials which involves potential injury such as laceration of hands, face, or arms of the employee engaged in the operation, irritation of the skin, minor burns and the like; minimal damage to immediate or adjacent work area or equipment being used. All operations involving, unloading, storage, and hauling of ordnance, explosive, and incendiary ordnance material other than small arms ammunition. These differentials are only applicable to work that has been specifically designated by the agency for ordnance, explosives, and incendiary material differential pay.

** UNIFORM ALLOWANCE **

If employees are required to wear uniforms in the performance of this contract (either by the terms of the Government contract, by the employer, by the state or local law, etc.), the cost of furnishing such uniforms and maintaining (by laundering or dry cleaning) such uniforms is an expense that may not be borne by an employee where such cost reduces the hourly rate below that required by the wage determination. The Department of Labor will accept payment in accordance with the following standards as compliance:

The contractor or subcontractor is required to furnish all employees with an adequate number of uniforms without cost or to reimburse employees for the actual cost of the uniforms. In addition, where uniform cleaning and maintenance is made the responsibility of the employee, all contractors and subcontractors subject to this wage determination shall (in the absence of a bona fide collective bargaining agreement providing for a different amount, or the furnishing of contrary affirmative proof as to the actual cost), reimburse all employees for such cleaning and maintenance at a rate of \$3.35 per week (or \$.67 cents per day). However, in those instances where the uniforms furnished are made of "wash and wear" materials, may be routinely washed and dried with other personal garments, and do not require any special treatment such as dry cleaning, daily washing, or commercial laundering in order to meet the cleanliness or appearance standards set by the terms of the Government contract, by the contractor, by law, or by the nature of the work, there is no requirement that employees be reimbursed for uniform maintenance costs.

** NOTES APPLYING TO THIS WAGE DETERMINATION **

Under the policy and guidance contained in All Agency Memorandum No. 159, the Wage and Hour Division does not recognize, for section 4(c) purposes, prospective wage rates and fringe benefit provisions that are effective only upon such contingencies as "approval of Wage and Hour, issuance of a wage determination, incorporation of the wage determination in the contract, adjusting the contract price, etc." (The relevant CBA section) in the collective bargaining agreement between (the parties) contains contingency language that Wage and Hour does not recognize as reflecting "arm's length negotiation" under section 4(c) of the Act and 29 C.F.R. 5.11(a) of the regulations. This wage determination therefore reflects the actual CBA wage rates and fringe benefits paid under the predecessor contract.

Source of Occupational Title and Descriptions:

The duties of employees under job titles listed are those described in the "Service Contract Act Directory of Occupations," Fourth Edition, January 1993, as amended by the Third Supplement, dated March 1997, unless otherwise indicated. This publication may be obtained from the Superintendent of Documents, at 202-783-3238, or by writing to the Superintendent of Documents, U.S. Government Printing Office, Washington, D.C. 20402. Copies of specific job descriptions may also be obtained from the appropriate contracting officer.

REQUEST FOR AUTHORIZATION OF ADDITIONAL CLASSIFICATION AND WAGE RATE
{Standard Form 1444 (SF 1444)}

Conformance Process:

The contracting officer shall require that any class of service employee which is not listed herein and which is to be employed under the contract (i.e., the work to be performed is not performed by any classification listed in the wage determination), be classified by the contractor so as to provide a reasonable relationship (i.e., appropriate level of skill comparison) between such unlisted classifications and the classifications listed in the wage determination. Such conformed classes of employees shall be paid the monetary wages and furnished the fringe benefits as are determined. Such conforming process shall be initiated by the contractor prior to the performance of contract work by such unlisted class(es) of employees. The conformed classification, wage rate, and/or fringe benefits shall be retroactive to the commencement date of the contract. {See Section 4.6 (C)(vi)} When multiple wage determinations are included in a contract, a separate SF 1444 should be prepared for each wage determination to which a class(es) is to be conformed.

The process for preparing a conformance request is as follows:

- 1) When preparing the bid, the contractor identifies the need for a conformed occupation) and computes a proposed rate).
- 2) After contract award, the contractor prepares a written report listing in order proposed classification title), a Federal grade equivalency (FGE) for each proposed classification), job description), and rationale for proposed wage rate), including information regarding the agreement or disagreement of the authorized representative of the employees involved, or where there is no authorized representative, the employees themselves. This report should be

submitted to the contracting officer no later than 30 days after such unlisted class(es) of employees performs any contract work.

3) The contracting officer reviews the proposed action and promptly submits a report of the action, together with the agency's recommendations and pertinent information including the position of the contractor and the employees, to the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, for review. (See section 4.6(b)(2) of Regulations 29 CFR Part 4).

4) Within 30 days of receipt, the Wage and Hour Division approves, modifies, or disapproves the action via transmittal to the agency contracting officer, or notifies the contracting officer that additional time will be required to process the request.

5) The contracting officer transmits the Wage and Hour decision to the contractor.

6) The contractor informs the affected employees.

Information required by the Regulations must be submitted on SF 1444 or bond paper.

When preparing a conformance request, the "Service Contract Act Directory of Occupations" (the Directory) should be used to compare job definitions to insure that duties requested are not performed by a classification already listed in the wage determination. Remember, it is not the job title, but the required tasks that determine whether a class is included in an established wage determination. Conformances may not be used to artificially split, combine, or subdivide classifications listed in the wage determination.

SECTION J

Burns, Coos Bay, Eugene, Klamath Falls, Lakeview, Medford, Prineville, Roseburg, Spokane, and Vale.

CLASSIFICATION AND WAGES OF GOVERNMENT EMPLOYEES

It is anticipated that the following classes of service employees will be utilized in the performance of work under this contract. If employed by the Federal Government, the wage scales and fringe benefits received under 5 USC 5341 would be indicated:

<u>Labor Classification</u>	<u>Basic Rate</u>	<u>Fringe Benefits</u>
Biological Technician, GS-5	\$13.58	Life and Health
Biological Technician, GS-6	\$15.14	Insurance partly paid
Biological Technician, GS-7	\$16.83	by the Gov't
		- Retirement
		- Annual/Sick Leave

The classification shown above are the wages that would be paid to Federal employees. They are for comparison only and not the wage rates that apply to this project.

Contractors must pay at least the prevailing minimum wage rate to laborers and mechanics on Government projects. However, if a wage determination is contained in the bid package or contract, the wage rates that are contained therein apply to the project work.

SECTION J - BLM FIRE PROTECTION REQUIREMENTS

This outline covers the fire protection requirements of a contractor or private party who performs service or construction contracts on BLM land. In western Oregon, the BLM allows Oregon Forest Law (ORS) and Oregon Administrative Rules (OAR) to apply to these operations on BLM lands rather than develop similar rules applicable only to BLM lands.

1. CLOSED FIRE SEASON

The closed fire season means that fire season has been declared. ORS 477.505 gives the State Forester the authority to establish the fire season. The authority has been delegated to the District Foresters around the state who issue public notices through the newspapers and radio when fire season will be closed for their individual districts. Closed fire season depends upon the drying of forest fuels, rainfall, and time of year. During the closed fire season, the following requirements must be met:

- X Fire tools must be on site;
- X Fire extinguisher must be in all vehicles;
- X Chainsaws must have a .023-inch mesh screen installed in the exhaust;
- X Only unmodified saws are to be used in the forest;
- X Approved spark arresters must be on all internal combustion engines;
- X Watchman service must be provided for 3 hrs after shutdown of power equipment for the day;
- X No smoking is permitted while working or traveling through any operations area in the forest;
- X No use of explosives is permitted unless approved by the State Forester's representative;
- X Permits to burn are required unless waived by a representative of the State Forester.

Changes or modifications to the above requirements are possible depending upon changes in State of Oregon law and requirements of the State Districts and Protective Associations.

2. FIRE PRECAUTION LEVELS

There are 4 fire precaution levels that begin with level 1 at the start of the closed fire season and can go through level 4 if conditions warrant. The fire precaution levels restrict certain forest operations as the fire danger increases. It is the responsibility of the individual operating on forest land to know the precaution level for the day and take the correct fire precautions. There are no precaution levels prior to the closed fire season. Each fire precaution level requires adherence to the restrictions applicable to all lower levels in addition to the limits placed by that level.

Level 1 is the lowest level of fire danger usually occurring early in the season and perhaps again after significant rainfall during the season. All requirements listed above apply. Waivers may be issued by the State Districts or Protective Associations and these MUST be approved by the BLM. Waivers will only be considered if the conditions on the work site are not as severe as predicted. The requirements for fire tools on site, screens installed in saws, and fire extinguishers with saws will not be waived.

Level 2 is the partial hootowl where saws can operate from first light in the morning until 1:00 p.m. in the afternoon. From 1:00 p.m. until the end of the day saws are to be shut down. Waivers for operating beyond the 1:00 p.m. shutdown will be evaluated on a site-by-site basis.

Level 3 is the partial shutdown of all forest industrial operations and shuts down contractor operations with few exceptions. Waivers may be issued on a site-by-site basis.

Level 4 is the general shutdown of all contractor operations. Waivers will not be issued. Landowners are permitted entry into their lands.

ORS. 477.066 requires that an operator on forest land take immediate action to control and extinguish a fire on forest land. The contractor shall take this action and notify the BLM and the nearest State of Oregon District office immediately.

OAR. 629-43-030 requires watchmen to be:

- a. Physically capable and experienced in operating any firefighting equipment on site.
- b. On duty for 3 hours after the shutdown of the last power-driven equipment for the day.
- c. Furnished adequate facilities for transportation and communications in order to summon assistance if needed.
- d. Patrolling and visually inspecting all sites where work was done during the day.

3. FIRE TOOLS REQUIRED DURING CLOSED FIRE SEASON

The operator/contractor shall furnish fire tools to all personnel on site using the following combinations.

KINDS OF TOOLS	NUMBER OF PERSONNEL										
	1-4	5	6	7	8	9	10	11	12	13	14
	NUMBER OF TOOLS										
Pulaskis	1	1	1	1	1	1	2	2	2	2	2
Shovels	2	2	2	3	3	3	3	4	4	5	5
Hazel Hoes	1	2	3	3	4	5	5	5	6	6	6

In addition to the above handtools, the operator/contractor must provide a backpack pump can filled with water located with the tool box in a readily available area.

All shovels are to be size 0 or larger, long handled. All tools shall be sharp and ready for service. Fire extinguishers as follows:

- a. For chainsaws - 8 oz. capacity by weight.
- b. For vehicles - UL rating of at least 4 BC.

