

AWARD DATA

Orders May Be Placed Through 7/30/2011

Fuels Management Services, Indefinite-Delivery, Indefinite-Quantity

Ordering Agencies:

BLM, Bureau of Indian Affairs, Fish and Wildlife Service,
National Park Service and USDA, Forest Service

BLM Contract No.: HAC065B00

BLM contact: Yuri Yoshida Dyson, Contracting Officer, 503-808-6229

Contractor: Grayback Forestry, Inc., P.O. Box 838, Merlin, Oregon 97532, 541-476-0033

For items not included in Section J and contractor's proposal
contact: Jessica Clark at 503-808-6226

1. Attendees - A Pre-Proposal conference was held at the J. Herbert Stone Nursery in Central Point, OR on March 23, 2006 starting at 8:00 am. Representatives from the following contractors attended the meeting:

Summitt Forests, Inc.
3J's Reforestation
Eagle Pass Reforestation Inc.
Klamath Fire, Inc.
GHR

Firestorm Wildland Fire Suppression, Inc.
G.E. Forestry
Grayback Forestry
Medford NAP F.

2. The Contracting Officer (CO) for this project will be Yuri Dyson at the BLM Oregon State Office in Portland, OR. Phone no. 503-808-6229, email address: yuri_dyson@blm.gov. Though questions may be referred to fuels specialists at the Medford Office, any information provided that may affect contractor proposals will be forwarded to the CO so that it may be published in a solicitation amendment.
3. The following is a summary of major items discussed regarding the solicitation in general and proposal submission:
 - Contractor proposals are due by 4/10/06 at 3:30 pm at the BLM State Office in Portland. Assure that submissions are made on time, otherwise they will not be considered. The end of Section L shows the addresses for hand carried or mailed proposals. Electronic proposals will not be accepted.
 - Contractors may adjust their prices for the second through fifth years of the contract by entering a percentage for each year in the "Annual Economic Price Adjustment" section of Section B, Schedule of Items. Note: Task order prices will be determined by the date the task order was issued, not when the work is performed.
 - One or more contracts will be awarded on an all or none basis for all the items listed in the Schedule of Items.
 - Bid and performance bonds are required. Performance bonds for one year in length will be accepted but replacement bonds for the following year must be provided to the CO prior to expiration of the current bond.
 - This project is set aside for small business concerns. The small business size standard is \$16.5 million in average annual receipts for the last three years.
 - Award will be made on the basis of best value to the Government, not on lowest price, in accordance with Sections L & M.

- Offerors must submit a written proposal that addresses the three evaluation criteria listed in Section L. Section M describes how the Government will evaluate the proposals and shows the point values for each criteria. There are a maximum 100 points possible.

QUESTIONS AND ANSWERS:

Q1: When will the contract(s) be awarded?

Approximately late April. Proposal evaluations will be evaluated the week of April 24th. The new contract(s) will begin on August 30, 2006 after the current contracts expire.

Q2: Are the bid prices set for the life of the contract or can they be adjusted?

The prices on the Schedule will be used to compute the task order values. No adjustments will be made unless the Contractor has entered an Economic Price Adjustment. Note that the estimated quantities shown on the Schedule are not the actual quantities we expect to order in the five-year period. They do, however, represent the relative proportion of quantities we expect to order for each item.

Q3: Will a contractor's location be considered in the evaluation for award?

No. We cannot legally have a preference to award to firms located close to the project areas. However, certain elements of the evaluation criteria ask for the contractor's experience in and knowledge of the local area. Be sure to describe that fully to earn the maximum amount of points.

Q4: How much work will there be on the eastside (Lakeview)?

None. This project is primarily meant to serve Medford BLM and other agencies within a 3 hour distance of Medford or Grants Pass.

Q5: What is the average number of hours included in the prescribed burn module daily rate?

The specifications state an average of 8-12 hours, but this will be changed to 8-10 hours. See "Changes to Solicitation" near the end of this amendment. If more than 10 hours are required, additional hours will be paid an additional 20% of the daily rate per E.3.1.3 (d).

Q6: When does the time start when computing the 8-10 hours?

It begins when the Contractor arrives on site. If the Government cancels services after arrival or service of up to 3 hours after arrival, a 30% payment of the daily rate will be made. See E.3.1.3 (d).

Q7: How will the time on the Prescribed Fire Modules be documented?

The Project Inspector will document the on-site arrival time of the contractor using an ICS 214 unit log.

Q8: Who would have created the piles that will be burned under Item M, Hand Pile Burn?

It depends. It may have been a previous contractor or the current contractor.

Q9: What if piles were not made to burn properly?

The Contractor should review TO units prior to start work to assure that the hand pile burn level of difficulty is accurate as ordered.

Q10: Is it possible that a variety of the Prescribed Fire Modules (Item N) would be ordered on one task order? For example, the Five-Person Crew plus Overhead?

Yes.

Q11: Can contractors be paid extra for more rapid response than 6 hours?

Yes, see new paragraph (e) under E.3.1.3. If the Government requires response of less than 6 hours from the time of notification, the contractor will be paid 5-25% more of the daily rate for each module ordered.

Q12: Is burn plan preparation paid once the plan is approved?

Yes, it will be eligible for payment upon approval.

Q13: How many burn plans would typically be required in a year?

Many. The number depends on the workload in each resource area, so is hard to quantify. Last year, under the current contracts, Butte Falls RA offered 7 full service Level II burn plans and the contractor accepted all seven. In addition, Butte Falls offered 5 hand pile burn plans and the contractor accepted all of those as well. The Ashland Resource Area offered six moderate complexity burn plans for full service underburning and the contractor accepted two of them. The contractor also completed three low complexity burn plans for handpile burning. The District will likely order 20-30 burn plans per year.

Q14: Does the Access Price Adjustment really apply to Item N10, the Five Person Chainsaw Crew?

No, that was a typographical error. The adjustment does not apply to Items N9 and N11. This is corrected later in this amendment.

Q15: Is the percent cover referenced in the specifications for Items D and E to be determined using an aerial photo of units?

No. Aerial photos will not be provided of units. However, the percent cover shall be determined as if the unit were being observed from the air.

Q16: Is there data available regarding the amount of work ordered in the past for each item?

Not in summary form. We have issued 70+ task orders to one of the two multiple-award contractors from the existing contract. Each task order is unique and uses different items on the Schedule of Items. The estimated quantities on the Schedule give an indication of the relative proportion of quantities that are anticipated to be ordered in the five year period.

Q17: Do all crew members performing on any item on the contract need to have a Red Card? The definition of “Crew Member or Prescribed Fire Crew Member” in C.2.0 seems to indicate everyone must have one.

No. Only those performing work on fireline construction, ignition, holding and mop-up are required to have Red Cards. The definition will be changed to clarify this.

Q18: Is the contractor only responsible for the first 100 feet of mop-up of underburns? See C.5.15.4. What if more is needed?

Yes, the contractor is responsible for the first 100 feet. If additional mop-up is required, the Government will order more.

Q19: In C.5.6.5, what is meant by plastic will “cover at least 90% of the surface of each pile.”? With piles measuring a maximum 8 feet in diameter by 8 feet in height, covering the surface area would require a lot of plastic.

The specification is changed later in this amendment to clarify a maximum size for plastic. The intent is to cover the piles adequately in accordance with the size of each pile.

Q20: C.5.6.7 states that the contractor shall flag plot center locations. Who supplies the flagging?

The contractor.

Q21: Can there be an additional Access Price Adjustment level for units that require significantly more than 1.5 miles additional access? The current levels permit only up to 20% additional compensation for any access above 1.5 miles. There have been cases in the past where access was closer to 3 miles and a 20% adjustment was not sufficient to cover costs.

An additional level has been added for access over 2.01 miles at a 25% adjustment rate.

Q22: Is access via Government roads or Government-provided access?

Government-provided access. In other words, access to units may be via Government roads or private roads for which the Government has received owner permission for contractors to use during task order performance.

Q23: Can there be price adjustments after contract award for rising fuel or plastic costs? Or for changes in the Service Contract wage determination or Workmen's Compensation costs?

No. This project will be awarded on a fixed-price basis, so no adjustments to the unit prices are allowed. Likewise, the contractor would not be expected to reduce their prices if certain costs fell. The Economic Price Adjustment feature in the Schedule of Items is the means for a contractor to try to plan their costs in the future years.

Q24: If the daily rate for prescribed fire modules can include up to 12 hours of work at the unit, what about task orders that are quite far from a contractor's place of business? For example, a Grants Pass contractor would have to travel for 3 or more hours just to get to a Klamath Falls-area task order. Can contractors be compensated for travel time?

No. This contract will not include any BLM Lakeview District work, which includes Klamath Falls. The daily rate will begin once the contractor's crews report to the worksite. Contractor costs for travel time should be calculated in the daily rate prices.

Q25: Will this contract be available to other agencies to place orders as in the past?

Yes. Bureau of Indian Affairs, Fish & Wildlife Service, National Park Service and Forest Service may place orders under the contract. BLM is fully expected to be the major user of the contract.

Q26: The BLM Denver office is also soliciting for fuels management IDIQ contracts. Why doesn't their solicitation include Oregon/Washington?

The BLM Denver office is one of two major buying offices in BLM. They do contracts for all BLM offices outside of OR/WA. The BLM Oregon State Office, located in Portland, has contracting authority for OR/WA due to the high BLM workload in this area. The Denver office does not have authority to award contracts for OR/WA and vice versa.

Q27: In C.1.12.1(a), the marbeled murrelet restrictions are based on sunrise and sunset. What is considered official sunrise and sunset?

The official times for each are printed daily in the newspaper.

Q28: Can additional contract time be added if fire restrictions and murrelet restrictions significantly reduce the amount of time a contractor can perform work?

No. Performance time may be managed by the COR via suspend/resume work orders if necessary.

Q29: C.1.12.2(d) requires that equipment be cleaned prior to leaving Port Orford Cedar areas. Will the contractor be compensated for that?

Yes, in accordance with the last sentence in that paragraph. To seek payment for this, the contractor must provide documentation of the cost incurred, including labor hours, supplies, etc.

Q30: When did the fuels management contract in Lakeview expire? What is the status of the new contract?

The previous contracts expired in September of 2003. The district is coordinating with the Forest Service on the new solicitation.

Q31: Does BLM expect to order mostly Type I prescribed burns? Or Type II?

Mostly Type II landscape burns under Items J, K, L and M.

Q32: How many burn plans might be required at one time?

Up to four.

Q33: Items D & E for Density Management Restoration Areas have multiple spacing prescriptions. Might the units be this complex?

Yes. The prescriptions are meant to give flexibility for each task order as conditions on the individual units warrant. Minor adjustments to the prescriptions may be made as necessary, but will be the exception and not the rule.

Q34: In C.5.5.6(a) What is meant by 20" DBH?

This refers to large-sized manzanita, not oak. "DBH" shall be deleted from the sentence.

Q35: Does C.5.4.6 refer to conifers?

Yes, it refers to conifers and not brush.

Q36: Is Item N10, Five-Person Chainsaw crew for snag felling?

No. It is for fireline construction. All Prescribed Fire Module workers must be Red carded.

Q37: Could there be up to four burns occurring at one time?

Yes, the contractor should be prepared to staff up to four full service burns. This is in addition to supplying any prescribed fire modules.

Q38: Is it possible that other agencies may have units in prescription at the same time BLM does?

Yes.

Q39: When will the solicitation amendment be issued?

Sometime next week. Please look for it on the Federal Business Opportunities website under Solicitation no. HAR062005.

Three units were visited: Bishop #2, Bishop #1 and Isabelle M30.

The Bishop # 2 unit is an example of a woodland Density Management Restoration Area (DMRA).

Q40: Should all the smaller conifers be cut?

No, only the pine. In most cases, pine shall not be cut, but the prescription for this unit calls for pine to be cut.

Bishop #1 is a conifer DMRA. No questions were asked.

Isabelle M30 is an example of a “full service” unit with mop-up and is the unit that is used for the burn plan template in Section J. Offerors must complete the burn plan as part of their technical proposal.

Q41: What information needs to be provided in the burn plan for Contingency Level?

The contingency plan must show that the contractor will provide sufficient resources for one hour if a burn escapes

Q42: How much of the burn plan is contractor-completed?

Approximately 60%. See sample burn plan in Section J – each section is marked as to whether the Government or contractor completes it.

Q43: How long does the contractor have to submit each burn plan?

Until 30 days prior to the planned ignition date. See F.3.0.

Q44: Could there be multiple units on one burn plan?

Yes for pile burn units. No on underburn units.

Q45: What is the average size of underburn units?

20-100 acres, but may vary.

Q46: Who notifies adjacent private land owners regarding burn days?

The Government.

Q47: How important is the sample burn plan in the technical evaluation for award?

It is worth 15 points out of the 45 points possible for Technical Approach. See M.2.3 (a).

Q48: Will the COR or PI inspect contractor training records?

No. We will review the qualifications as presented in each offeror's proposal and after award, the contractor will be expected to maintain all the records. The Government may elect to review the records during contract performance, however.

Q49: Will BLM recognize employee cards for proof of burn qualifications?

Yes.

Q50: If a fireline is on the boundary of private land, can the fireline be constructed on private?

No, it must be constructed on BLM land.

Q51: What is the typical size of an underburn unit?

It varies greatly. Usually they are 40-50 acres but can be up to 200 acres in size.

Q52: Can the contractor subcontract work?

Yes, with the CO's consent. See H.5.0. Also, see FAR Clause 52.219-14, Limitations on Subcontracting in Section I. It requires that contactors perform at least 50% of the cost of contract performance incurred for personnel.

All pages in this document reflect changes made in Amendment 1.

SECTION B - SCHEDULE OF ITEMS

MANUAL FUELS TREATMENTS, WITHIN THE SOUTHWESTERN OREGON AREA

This is a five-year indefinite-delivery, indefinite-quantity contract for the hazardous fuel reduction treatment services specified, primarily on federal lands in southwestern Oregon. The quantities listed are the representative proportion of each difficulty level anticipated throughout the contract, for evaluation purposes only. Contracting Officers from the Bureau of Indian Affairs, Fish and Wildlife Service, National Park Service and USDA, Forest Service are hereby authorized to issue task orders against this contract. Offerors shall enter a unit price for each subitem 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. See F.4.0.

FIRST YEAR, FROM DATE OF AWARD THROUGH JULY 30, 2007

<u>Sub-item</u>	<u>Description/ Level of Difficulty</u>	<u>Est Qty</u>	<u>Unit</u>	<u>Unit Price</u>	<u>Total Amount</u>
A	<u>Slashing</u>				
A1	Level I	10	AC	*\$230.00	*\$2,300.00
A2	Level II	100	AC	\$320.00	\$32,000.00
TOTAL - SUBITEM A					*\$ <u>34,300.00</u>
B	<u>Lop and Scatter</u>				
B1	Level I	10	AC	\$40.00	\$400.00
TOTAL - SUBITEM B					<u>\$400.00</u>

SECTION B - SCHEDULE OF ITEMS (continued)

<u>Sub-item</u>	<u>Description/ Level of Difficulty</u>	<u>Est Qty</u>	<u>Unit</u>	<u>Unit Price</u>	<u>Total Amount</u>
C	<u>Pruning</u>				
C1	Level I	1	AC	\$80.00	\$80.00
C2	Level II	10	AC	\$180.00	\$1,800.00
TOTAL - SUBITEM C					<u>\$ 1,880.00</u>
D	<u>Create Density Management Restoration Areas - Conifer Stands</u>				
D1	Level I	10	AC	\$340.00	\$3,400.00
D2	Level II	100	AC	\$400.00	\$40,000.00
TOTAL - SUBITEM D					<u>\$43,400.00</u>
E	<u>Create Density Management Restoration Areas - Woodland/Shrubland</u>				
E1	Level I	10	AC	\$380.00	\$3,800.00
E2	Level II	100	AC	\$605.00	\$60,500.00
TOTAL - SUBITEM E					<u>\$64,300.00</u>

SECTION B - SCHEDULE OF ITEMS (continued)

<u>Sub-item</u>	<u>Description/ Level of Difficulty</u>	<u>Est Qty</u>	<u>Unit</u>	<u>Unit Price</u>	<u>Total Amount</u>
F	<u>Hand Pile and Cover</u>				
F1	Level I	1	AC	\$270.00	\$270.00
F2	Level II	10	AC	\$350.00	\$3,500.00
F3	Level III	100	AC	\$465.00	\$46,500.00
F4	Level IV	100	AC	\$575.00	\$57,500.00
F5	Level V	100	AC	\$650.00	\$65,000.00
F6	Level VI	10	AC	\$870.00	\$8,700.00
F7	Level VII	1	AC	\$1,080.00	\$1,080.00
F8	Level VIII	1	AC	\$1,450.00	\$1,450.00
TOTAL - SUBITEM F					<u>\$ 184,000.00</u>

PRESCRIBED BURNING OPERATIONS (G thru N)

G	<u>Fireline Construction and Maintenance</u>				
G1	Level I	10	LF	\$0.32	\$3.20
G2	Level II	100	LF	\$0.60	\$60.00
TOTAL - SUBITEM G					<u>\$ 63.20</u>

SECTION B - SCHEDULE OF ITEMS (continued)

<u>Sub-item</u>	<u>Description/ Level of Difficulty</u>	<u>Est Qty</u>	<u>Unit</u>	<u>Unit Price</u>	<u>Total Amount</u>
H	<u>Prescribed Fire Plan Preparation</u>				
H1	Level I (High Complexity)	1	EA	\$600.00	\$600.00
H2	Level II (Moderate Complexity)	100	EA	\$400.00	\$40,000.00
H3	Level III (Low Complexity)	10	EA	*\$350.00	*\$3,500.00
				TOTAL - SUBITEM H	<u>*\$43,500.00</u>
I	<u>Fuels Pullback</u>				
I1	Level I	100	AC	\$45.00	\$4,500.00
I2	Level II	10	AC	\$90.00	\$900.00
				TOTAL - SUBITEM I	<u>\$ 5,400.00</u>
J	<u>Prescribed Burn and Mop-Up: Swamper Burning</u>				
J1	Level I	1	AC	\$300.00	\$300.00
J2	Level II	10	AC	\$475.00	\$4,750.00
J3	Level III	1	AC	\$700.00	\$700.00
				TOTAL - SUBITEM J	<u>\$5,750.00</u>

SECTION B - SCHEDULE OF ITEMS (continued)

<u>Sub-item</u>	<u>Description/ Level of Difficulty</u>	<u>Est Qty</u>	<u>Unit</u>	<u>Unit Price</u>	<u>Total Amount</u>
K	<u>Prescribed Burn and Mop-Up: Broadcast and Understory Burn</u>				
K1	Level I	1	AC	\$200.00	\$200.00
K2	Level II	100	AC	\$160.00	\$16,000.00
K3	Level III	10	AC	\$110.00	\$1,100.00
K4	Level IV	1	AC	\$70.00	\$70.00
K5	Level V	1	AC	*\$380.00	*\$380.00
K6	Level VI	100	AC	*\$325.00	*\$32,500.00
K7	Level VII	10	AC	\$260.00	\$2,600.00
K8	Level VIII	1	AC	\$175.00	\$175.00
K9	Level IX	10	AC	\$750.00	\$7,500.00
K10	Level X	100	AC	\$475.00	\$47,500.00
K11	Level XI	10	AC	\$325.00	\$3,250.00
K12	Level XII	1	AC	\$250.00	\$250.00
TOTAL - SUBITEM K					*\$ <u>111,525.00</u>

SECTION B - SCHEDULE OF ITEMS (continued)

<u>Sub-item</u>	<u>Description/ Level of Difficulty</u>	<u>Est Qty</u>	<u>Unit</u>	<u>Unit Price</u>	<u>Total Amount</u>
L	<u>Prescribed Burn: Broadcast and Understory Burn</u>				
L1	Level I	1	AC	\$135.00	\$135.00
L2	Level II	100	AC	\$100.00	\$10,000.00
L3	Level III	10	AC	\$75.00	\$750.00
L4	Level IV	1	AC	\$50.00	\$50.00
L5	Level V	1	AC	\$235.00	\$235.00
L6	Level VI	100	AC	\$185.00	\$18,500.00
L7	Level VII	10	AC	\$125.00	\$1,250.00
L8	Level VIII	1	AC	\$100.00	\$100.00
L9	Level IX	10	AC	\$550.00	\$5,500.00
L10	Level X	100	AC	\$375.00	\$37,500.00
L11	Level XI	10	AC	\$275.00	\$2,750.00
L12	Level XII	1	AC	\$200.00	\$200.00
				TOTAL - SUBITEM L	<u>\$ 76,970.00</u>
M	<u>Prescribed Burn and Mop-Up: Hand Pile Burn</u>				
M1	Level I	1	AC	\$30.00	\$30.00
M2	Level II	10	AC	\$40.00	\$400.00
M3	Level III	100	AC	\$55.00	\$5,500.00
M4	Level IV	100	AC	\$65.00	\$6,500.00
M5	Level V	100	AC	\$75.00	\$7,500.00

SECTION B - SCHEDULE OF ITEMS (continued)

<u>Sub-item</u>	<u>Description/ Level of Difficulty</u>	<u>Est Qty</u>	<u>Unit</u>	<u>Unit Price</u>	<u>Total Amount</u>
M6	Level VI	10	AC	\$85.00	850.00
M7	Level VII	1	AC	\$100.00	\$100.00
M8	Level VIII	1	AC	\$130.00	\$130.00
TOTAL - SUBITEM M					<u>\$21,010.00</u>
N	<u>Prescribed Fire Modules</u>				
N1	Level I	1	DR	\$490.00	\$490.00
N2	Level II	10	DR	\$780.00	\$7,800.00
N3	Level III	100	DR	\$1,210.00	\$121,000.00
N4	Level IV	100	DR	\$1,270.00	\$127,000.00
N5	Level V	10	DR	\$1,980.00	\$19,800.00
N6	Level VI	100	DR	\$1,670.00	\$167,000.00
N7	Level VII	10	DR	\$2,700.00	\$27,000.00
N8	Level VIII	100	DR	\$940.00	\$94,000.00
N9	Snag/Tree Felling (2-Person Team)	100	TH	\$90.00	\$9,000.00
N10	Five-Person Chainsaw Crew	10	DR	\$1,670.00	\$16,700.00
N11	Tractor Operations	10	HR	\$110.00	\$1,100.00
N12	Prescribed Fire Overhead	10	DR	\$500.00	\$5,000.00
TOTAL - SUBITEM N					<u>\$ 595,890.00</u>

*Prices changed by Grayback via email on 4/27/06.

SECTION B - SCHEDULE OF ITEMS (continued)

AC = Acre EA = Each HR = Hour Qty = Quantity
 DR = Daily Rate Est = Estimated LF = Linear Foot TH = Team Hour

ACCESS PRICE ADJUSTMENT - ALL SUBITEMS EXCEPT N9 AND N11 - Additional compensation will be provided based on access to the geographic center of each project site. If the geographic center does not fall within the unit boundary, access will be measured from the nearest Government-provided access road to the closest point of the unit boundary. The additional compensation will be a percentage of the total price for each unit, excluding subitems N9 and N11. Government-provided measurements will be determined using GIS data by the Government from the nearest access road based on horizontal distance. The access price adjustment is based on the following distance ranges:

0.00 - 0.5 mile	No additional compensation
0.51 – 1.0 mile	10 %
1.1 - 1.5 miles	15 %
1.51 – 2.0 miles	20 %
2.1 + miles	25%

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, third, fourth and fifth 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 ____3%____
 3rd Year ____3%____
 4th Year ____3%____
 5th Year ____3%____

The levels of difficulty for all Subitems are listed in Section C.5.0 of the Specifications. The levels of difficulty of the units in the Sample Task Order (See Section J) establish the rating standards for additional orders. Unlisted units may be ordered, at which time a difficulty rating will be assigned based on the rating standards. Maps will be provided.

MINIMUM GUARANTEE

The minimum guarantee under each contract awarded will be the Contractor's maximum order

SECTION B - SCHEDULE OF ITEMS (continued)

limitation up to a maximum of \$50,000 (even if the contractor's maximum order limitation is higher).

MAXIMUM ORDER LIMITATION

The Contractor's maximum order limitation is \$ 2,500,000.00 (Insert order limitation. Maximum is \$100,000 if no amount is shown.). After award, task orders may be placed by the Government. All task orders will be placed no later than five years after contract award. The date of the order placed by the Government will determine the prices for each year as specified above. The total value of all task orders of all awarded contracts will not exceed \$20,000,000.

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 \$ 5,000,000.00 (Insert order limitation. Maximum is \$250,000 if no amount is shown.) The maximum order limitation is further limited under Subitem H and Subitems J through M by the number of personnel offered as burn bosses, and under Subitem N by the amount of equipment, as offered in the technical proposal.

PERFORMANCE TIME

The Contractor will be allowed 14 calendar days plus one calendar day for each \$1,000 in task order value, except that 365 calendar days will be allowed for each unit containing Subitems J, K, L, M and N. Performance time will be extended if the units do not come into prescription during the 365-day period, in which case an additional 365 calendar days will be allowed. See F.2.0 and F.3.0.

ESTIMATED START WORK DATE: August 30, 2006

EVALUATION FOR AWARD

For evaluation purposes only, award will be made on an all or none basis based on the total of the base year for each subitem to include all levels, plus the economic price adjustment percentages for the four additional years. Task orders will be placed based on price and past performance, including the Contractor's plan to hire locally.

The Government may elect to make single or multiple task order 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. See Sections L and M for proposal preparation instructions and award evaluation factors.

SECTION B - SCHEDULE OF ITEMS (continued)

BID AND PERFORMANCE BONDS ARE REQUIRED FOR THIS SOLICITATION (SEE SECTION I - CLAUSE 52.228-1 BID GUARANTEE, AND SECTION H - CLAUSE H.10.0 PERFORMANCE SECURITY). THE BID GUARANTEE SHALL BE IN AN AMOUNT NOT LESS THAN 20 PERCENT OF THE MINIMUM GUARANTEE NOT TO EXCEED \$10,000.

THIS PROCUREMENT IS SET ASIDE FOR SMALL BUSINESS CONCERNS.

Refer to Section I, Clauses for Ordering Information and Insurance Requirements:

52.216-18	Ordering
52.216-19	Task Order Limitations
52.216-22	Indefinite Quantity
1452.228-70	Liability Insurance (NOTE: Liability Insurance is required)

PRE-PROPOSAL CONFERENCE & TOUR: A pre-proposal conference will be held at 8 am, Thursday, March 23rd, 2006 at the J. Herbert Stone Nursery, 2606 Old Stage Rd., Central Point, OR. A tour of selected sites will be held after the conference. See Section L, Site Visit clause, FAR 52.237-1.

SECTION C - DESCRIPTION/SPECIFICATION/WORK STATEMENT

C.1.0 GENERAL

- C.1.1 Introduction - This project requires fuels management services to treat vegetation to reduce the risk of wildland fires.
- C.1.2 Background - Project areas are reforestation areas, natural and managed stands of timber woodlands, shrubfields, or grass areas of all ages, size, and species. Fuels will consist of harvest activity slash and natural fuels, live fuels, piled fuels and slashed shrubs and trees. Fuel loadings range from less than ½ ton per acre to as high as 100 tons or more per acre. Treatments such as brushing, piling, fuel hazard modification, and prescribed fire have been shown to reduce the risk of wildland fire and the severity of fires that do occur. It is the objective of this contract to treat fuels present on identified units to reduce fuel loading and optimize the treatment of those fuels to the most effective burning period.
- C.1.3 Scope - The services in this contract are designed to provide for wildfire hazard reduction, prescribed burning and mop-up, and related services. This contract requires vegetation manipulation, burn unit preparation, prescribed burning and mop-up in compliance with its terms, specifications and provisions. This includes the Contractor formulating and preparing written burn plans for submission and approval by the Contracting Officer's Representative (COR); determining when specific burn units are within prescription parameters through field checks of fuel moisture percentages; providing all required crew members, supervision and making all prescribed burn operational decisions ranging from determining that site specific unit conditions are within approved burn plan parameters, through ignition and holding operations, mop-up and patrol until released by the COR. This includes furnishing labor, supervision, transportation, operating supplies, and incidentals to perform all work necessary to conduct slashing, lop and scatter, pruning, density management area construction, hand piling and cover, prescribed fire plan preparation, fireline construction and maintenance, fuels pullback, prescribed burning and mop-up, additional mop-up, snag felling, roadblock removal/restoration.
- C.1.4 Location of Project Areas -The work will be performed primarily in southern Oregon within a radius of 3 hours travel time from the city limits of Medford and Grants Pass. The specific location of sample projects are shown on the maps located in Section J.
- C.1.5 Boundaries of Project Areas - The project areas are generally identifiable as logged units, by changes in vegetation, roads, or flagging. The boundaries can be adjacent timber stands, recent harvest units, property line boundaries, or other natural or manmade features that clearly define the boundary as noted on the project area maps.
- C.1.6 Access to Project Areas

- C.1.6.1 Access is by all-weather and seasonal roads. Seasonal roads may be impassable for several days after heavy rains, or snow-blocked during the winter months.
- C.1.6.2 Contractors accessing project areas via private land shall obtain permission to travel over private lands. The Contractor shall provide the Government a written statement or written documentation of verbal approval given by a named person on a stated date and time that the contractor has been granted permission to travel over private lands.
- C.1.6.3 Access to individual project areas may be through locked gates. Access behind locked gates shall be for the purpose of conducting work under this contract only. Locked gates shall remain locked at all times other than when the Contractor is passing through them unless other arrangements are approved by the COR.
- C.1.6.4 A key for access to locked gates may be supplied to the Contractor at issuance of a task order. Supplying the Contractor a key for access is at the discretion of the COR. The key shall be returned to the COR in a usable condition before final payment is made. The Contractor will be charged \$30.00 for each key lost or returned in an unusable condition.
- C.1.6.5 When two or more locks are present on a gate, the Contractor shall secure the lock so that access is not restricted nor prevent the unlocking of other locks on the gate.
- C.1.7 Unique Features of Project Areas - Standing timber, wildlife trees and snags may be present within the project sites. Research plots or special protection buffers may be located within the project boundaries. These may have seasonal restrictions on operations, and can not be disturbed during project treatments.
- C.1.8 Wildfire Guidelines and Procedure - If, in the judgment of the COR, a slopover that occurs during ignition or mop-up cannot be contained with the personnel and equipment identified in the Countermeasures for Slopover element of the Prescribed Fire Plan, the COR will declare a wildland fire (see definition of wildland fire). Under this condition, the Contractor shall take immediate action to control, suppress and mop up the escaped fire. The Contractor and crew(s) shall work under the direct supervision of the Government and continue working until released by the Government. The Contractor's personnel will be paid at the applicable firefighting rates paid by the Government. The COR will notify the responsible dispatch center and procedures specified in the Escapement Plan shall be implemented.
- C.1.9 Smoke Management Clearance for Burning and/or Mop-up
- C.1.9.1 The Government will provide smoke management clearance according to each agency's policy and procedures in accordance with the Oregon Smoke Management Plan. Clearance is dependent upon weather conditions. Weather conditions and number of units receiving burn clearance vary from season to season. The Government may not provide clearance for all units requested due to these reasons. Government agencies in southwestern Oregon support the effort to reduce problems

in smoke sensitive areas, and agencies will not authorize prescribed burning when local conditions will not allow adequate smoke dispersion. The COR will determine when local conditions will prohibit burning.

- C.1.9.2 It will be at the Government's option which units are ignited on any day(s) due to existing suppression contingencies, priorities of individual units, and smoke management.
- C.1.10 Contractor Liability - ORS Chapter 477 will apply to all Contractor operations except prescribed burning. For prescribed fire, the Contractor shall be liable for suppression cost and resource damages only as a result of failure to follow the approved Prescribed Fire Plan.
- C.1.11 Sequence of Work - The sequence of work in each task order may be determined in whole or part by the Government at the time of task order issue or at pre-work conference, and may be subject to change. The Contractor shall keep the COR or project inspector (PI) informed of crew(s) location(s). The Contractor shall contact the COR or PI when units are completed and when new units are begun.
- C.1.12 Special Requirements
 - C.1.12.1 In order to comply with U.S. Fish and Wildlife Service Biological Opinion #1-15-03-F-511 for Fiscal Year 2004-2008, the following restrictions shall apply if the Government detects Murrelet or Spotted Owl activity or nesting within or adjacent to the project area.
 - a. Murrelets - For projects within the thirty-five mile Murrelet zone, work activities above ambient noise levels occurring within 0.25 mile of unsurveyed suitable Murrelet habitat or known occupied sites, shall be scheduled to occur no earlier than two hours after sunrise and no later than two hours before sunset between April 1 and September 15.
 - b. Spotted Owls - Chain saw activity within 0.25 mile radius of a nest site or activity center of known pairs and resident singles shall be prohibited from March 1 through June 15. If the Government determines that a site has become active, a suspend work order will be issued for the area of activity until after June 15.
 - C.1.12.2 Port-Orford Cedar
 - a. In project areas where Port-Orford Cedar (POC) is present as stated in each applicable task order, sequential treatment of the areas shall take place so that areas that are uninfected and free of the pathogen *Phytophthora lateralis* (*Pl*) shall be treated first, and infected areas treated last. Areas will be surveyed by the Government prior to treatment to determine presence or absence of *Pl* and determine sequence to follow for treatment.

- b. Access and egress routes and parking locations will be determined by the COR for all POC projects areas (areas having POC) and *Pl* areas (areas having POC and *Pl*).
- c. Operations in POC and *Pl* areas will be confined to dry season from June 15 to October 15 except during rain events when water forms puddles in the roads or is running in ditch lines, unless otherwise authorized by the COR.
- d. When treatments must occur during the rainy season or during rain events defined as when water forms puddles on the road, and access by vehicular traffic is required, the following guidelines shall be followed to prevent introduction of the pathogen to non-infected areas. If the vehicle, by visual examination by either the Contractor or the Government, has clods of mud or organic material present, then the vehicle shall require washing and removal of the mud or organic material before entering a POC area. Entry into the area will not be allowed until this measure is followed. Prior to departure from a *Pl* area, the vehicle shall be washed and free of dirt or organic material upon leaving the treatment area. Payment will be made separately based on impact on Contractor's costs.

C.2.0 DEFINITIONS

Accessible - Road access to a unit. Unit will be considered accessible when Government-provided road access is within 1/2 mile of the unit.

Allowable Area - An area identified by the Government in the Prescribed Fire Plan where a fire outside the planned project perimeter will not be declared a wildland fire until it exceeds specified criteria, exceeds a stated target size or threatens the boundary of the allowable area. In such cases an escape does not need to be declared until the criteria in the Prescribed Fire Plan have been exceeded.

BEHAVE - Electronic fire spread model to determine flame length, rate of spread, heat per unit area, and fire line intensity.

Berm - An outer border of the fire control line.

Brush (or shrub) - See definition for shrub.

Broadcast Burning - Prescribed burning done within defined boundaries for reduction of fuel hazard and to meet resource management objectives.

Burn out - Setting fire inside a control line to consume fuel between the edge of the fire and the control line.

Burn Plan - Commonly used term for the Prescribed Fire Plan.

Clump - Single tree and/or shrub with multiple stems originating from one bole or root collar.

Complexity of Prescribed Fire Projects - The Government will evaluate and rate prescribed burn complexity based on the Prescribed Fire Complexity Rating System Guide contained in Section J. The Guide considers three fire complexity factors: risk, potential consequences, and technical difficulty. Fourteen elements are assigned a Low, Moderate, or High complexity rating for each factor and a summary complexity is determined. Complexity and Level of Difficulty are not synonymous. Burn complexity is one of several factors that influence Levels of Difficulty. A highly complex burn may not be a highly rated Level of Difficulty. All prescribed fire projects rated as complex shall require a prescribed fire burn boss rated as RXB1 and an ignition specialist rated as RXI1.

Contingency Plan - Identification of actions to be taken if the fire exceeds prescription parameters and/or escapes perimeter lines and cannot be returned to prescription or contained with the resources identified in the Prescribed Fire Plan.

Control Line (fireline) - An inclusive term for all constructed or natural barriers and treated fire edges used to control a fire.

Crew Member - The individual responsible for performing field work aspects of this contract for non-prescribed fire activities including fireline construction, slashing and hand piling which usually involves the use of hand tools.

Crew Supervisor - A crew member who provides direction and supervision to fellow crew members during burn unit preparation or wildfire hazard reduction treatments. Is responsible for work accomplishment and performance in accordance with the requirements of the contract.

Cultural, Special Status, Survey & Manage and/or Threatened and Endangered (T&E) Sites - Locations where special protection or measures are required to preserve and protect cultural values and species of plants or animals in designated categories.

Cup Trench - A trench constructed on the outer edge of the undercut line, deep enough to catch rolling embers and cones on steep slopes.

DBH - Diameter measured at breast height, 4.5 feet above ground on the uphill side if the tree.

Duff - Decaying organic material found on the forest floor (all materials down to mineral soil).

Engine - Self-propelled unit equipped with a suitable tank, pump, hose, nozzle, plus other accessories necessary to be a well-equipped independent unit, including minimum required hose and hand tools for fire protection.

FBPS Fuel Models - There are 13 fuel models used for estimating fire behavior as described by Anderson H.E., Aids to Determining Fuel Models For Estimating Fire Behavior, GTR INT-122/NFES 1574, April 1982

Firefighter 2 - FFT2 and Crew Boss - CRWB - Standard classifications of positions on fire projects as defined in the Wildland Fire Qualifications Subsystem Guide published by the National Wildfire Coordinating Group, Publication Numbers PMS 310-1 and NFES 1414. Available under "Qualifications" at the following website: <http://www.nwccg.gov>

Fireline - See control line.

Firing - The intentional setting of fires to fuels during the ignition phase of prescribed burning.

Firing Boss - See Ignition Specialist.

Flank Lines - A fire control line constructed on the side of the unit (running across contours, i.e. up or down the slope).

Hardwood - A broad-leaved tree which usually has a single well-defined trunk and/or is capable of attaining a height greater than 20 feet. Certain sprouting hardwood species may be in the form of multi-stemmed clumps. Both mature trees and young regeneration currently less 20 feet in height are considered hardwoods. Species includes, but is not limited to, canyon live oak, chinquapin, bigleaf maple, madrone, tanoak and oak species.

Hazard - The existence of a fuel complex that constitutes a threat of wildfire ignition, unacceptable fire behavior and severity, or suppression difficulty.

Hazard Reduction - The planned treatment or manipulation of naturally growing vegetation or any other flammable material for the purpose of reducing rate of spread and output of heat energy from any wildfire occurring in the area treated.

Head Fire - A fire front spreading or set to spread with the wind or upslope.

Holding - Actions required to contain the fire within the natural or constructed fireline and prevent escapes and slopovers.

Holding Specialist - Formerly known as Holding Boss. The individual who provides direction to those personnel responsible for holding the line during the ignition and cool down period(s). Required individual qualifications are identified in the Prescribed Fire Plan and are based on the complexity of the burn.

Ignition - Fire started by hand, aerial, or other means.

Ignition Specialist (RXI1/RXI2) - Formerly known as Firing or Lighting Boss. Prescribed Fire Ignition Specialist provides direction to lighting crew during ignition of the unit. Standard classifications of positions on fire projects as defined in the Wildland Fire Qualifications Subsystem Guide published by the National Wildfire Coordinating Group, Publication Numbers PMS 310-1 and NFES 1414. Available under “Qualifications” at the following website:
<http://www.nwcg.gov/teams/pmswt/pms.htm>

Infrared (IR) Scan - A procedure that locates hot areas through hand held devices (probeye, Palm IR) and/or IR photography.

Jackpot - Concentration of slash or natural fuels, heavier than the surrounding areas.

Jackpot Burn - Burning jackpot fuels at a time or conditions that won't allow the fire to spread from the target area.

Ladder Fuels - Fuels that provide vertical continuity between the ground and the tree crowns, thus creating a pathway for surface fire to move into the overstory tree crowns.

Lateral Lines - Hose lays that provide water delivery off of the trunk or main line.

Leave Group - Multiple trees and/or shrubs selected according to the Item and/or task order specifications not to be slashed or cut within a designated area. Group would be defined by written instructions in task order.

Leave Trees or Shrubs or Leave Vegetation - Vegetation selected according to the Item and/or task order specifications not to be slashed or cut. May include conifers, hardwoods, shrubs, or clumps.

Litter - Needles, duff, twigs, cones and leaves.

Mainline - A hose lay which provides transportation of water from the source to lateral lines.

Maximum Management Area - See Allowable Area.

Mobilization - The act of delivering all ordered personnel and equipment to the project area.

Mop-up - To locate and physically extinguish by the efficient use of water, dirt, chemical agents, or any combination thereof, all burning, smoldering, or burned material.

Mop-Up Boss - The individual who provides direction to those personnel responsible for extinguishing the fire after ignition and holding are completed and until the COR or alt. COR accepts the unit.

Percent Cover - Portion of the project area beneath the dripline of vegetation to be cut as seen from an aerial photo type of view. Does not include reserve vegetation.

Prescribed Fire - Controlled application of fire to wildland fuels in either their natural or modified state, under specified environmental conditions which allow the fire to be confined to a predetermined area and at the same time to produce the intensity of heat and rate of spread required to attain planned resource management objectives.

Prescribed Fire Burn Boss 1, 2, or 3 (RXB1, RXB2, or RXB3) - Is responsible for the organizing and management of all personnel and equipment on the burn project and for meeting prescribed burn objectives. Standard classifications of positions on fire projects are defined in the National Wildfire Coordinating Group Wildland Fire Qualifications Subsystem Guide (PMS 310-1, NFES 1414). Available under "Qualifications" at the following website: <http://www.nwcg.gov>

Prescribed Fire Crew Member (FFT2 - Firefighter) - The individual responsible for performing prescribed fire-related aspects of this contract such as ignition, holding and mop-up.

Prescribed Fire Plan - Also called the Burn Plan. This is a written plan which includes burn area description, resource and prescribed fire objectives, fuels description, weather and fuel parameters, acceptable fire behavior, smoke management and other considerations, ignition schedule, ignition and holding plan, safety considerations, workforce and equipment needs, unit maps, escape contingency plan, crew briefing and go/no go checklist, and the complexity rating of the burn project. The plan must be reviewed and approved prior to implementation. The approved plan constitutes the authority to burn, subject to Paragraphs C.1.9, C.1.10, C.1.11, and C.1.12.

Project Area - The area being treated as identified by the task order.

Reburn - Open flames that develop after the ignition phase in fuels that have previously ignited.

Reserved Vegetation or Reserved Areas - Species of vegetation, vegetation size limits, locations, or all within a project area that are reserved from treatment. Reserve vegetation, vegetation size limits or areas can be designated by the Government with marking (paint, flagging, or sign), by written task order instructions, or contract specifications. The COR or alt. COR may designate additional reserve vegetation, vegetation size limits, or reserve areas. Reserved vegetation, vegetation size limits, and areas shall not be damaged or cut, and shall not be considered in the spacing of leave trees or shrubs.

Riparian or Riparian Reserve Buffer – A no-treatment area along a stream channel edge or outer edge of a riparian vegetation zone, whichever is larger, dependent on the stream classification. Buffer width and location will be identified in the task order and will be excluded from the acreage for payment.

Shrub (or brush) - Any vegetation consisting of woody perennial plant usually having single or multiple stems originating at or near the ground level and less than 25 feet in height.

Slash - Any cut vegetation or existing natural (dead and down) woody debris.

Sloper - Fire that crosses an established control line but can be contained by personnel, equipment, and in a location identified in the Prescribed Fire Plan (Countermeasures for Sloper).

Snag - A standing tree or part of a tree that is dead or has 10 percent or less live crown.

Spot Fire - Any fire located outside of the burn unit caused by airborne fire brands or radiated heat emitted from the prescribed fire.

Stream Channel - That area influenced by high water at the time of the year with the highest flow.

Surplus Vegetation - Includes trees and shrubs designated by the Government to be cut per C.5.4.6.

Tons/Acre - Unit of measurement of fuel. May include one or more of the following items: slash, live vegetation, and duff.

Top Line - Fireline constructed on the top of the unit (running parallel to the contours, i.e. across the slope).

Trench - Cut at a 45-degree angle across the fireline to deflect burning material back into the burn.

Understory burn (underburn) - Prescribed burning executed within defined boundaries on an area which has an overstory of trees or shrubs. Prescribed burning is done beneath tree or shrub canopies to interrupt “ladder fuels” extending into the canopy for reduction of fuel hazard and to meet resource management objects. Burning is accomplished in such a manner as to minimize the mortality of designated overstory vegetation.

Undercut Line (Underslung) - Fireline constructed on the bottom of the unit (running parallel to the contour, i.e. across the slope).

Water Bar - Trenches cut at a 45-degree angle across the fireline to deflect water and reduce erosion.

Water Tender - Self-propelled unit equipped with suitable tank, pump, pump power unit, valves, hose, suction line, plus other accessories as required under Subitem N8. See C.5.14.6(e) to be a well-equipped independent unit.

Wildland Fire - An escaped prescribed fire is a wildland fire. The COR determines that an escape exists based on either, or both of two criteria: (1) When containment of a slopover requires personnel or equipment exceeding that specified in the Countermeasures for Slopover element of the Prescribed Fire Plan; (2) When environmental conditions and/or fire behavior exceeds that specified in the Prescribed Fire Plan and the COR determines that an escape has or is likely to occur. The declaration of a wildland fire can only be made by the COR or alt. COR.

Wildlife Trees - Standing dead or live trees left for nesting, feeding, perching and shelter for birds and mammals. Trees may be marked with paint and/or designated with a tag stating it is a wildlife tree or as identified by the COR or alt. COR.

C.3.0 CONTRACTOR-FURNISHED PROPERTY AND SERVICES

C.3.1 Unless otherwise specified herein, the Contractor shall provide all labor, transportation, materials, and equipment necessary to perform the work as described herein.

C.3.2 The Contractor shall provide a means of communication whereby the Government can leave a message and receive a response within 8 hours. The Government will consider the Contractor notified to begin work when the message has been delivered. This system must be in operation 24 hours per day.

C.3.3 Work Camps - Camping on agency-administered lands will only be allowed in approved sites and with the prior written authorization of the responsible land manager. Should such a work camp be authorized, the Contractor shall maintain the camp in an orderly and sanitary manner. All fire regulations and permits shall be followed. All garbage and refuse shall be removed from the camp site(s) by the Contractor and disposed of off site before final payment is made.

C.3.4 Operating Permit - State law requires inspection and permit to operate power-driven machinery including chain saws. The Contractor shall obtain a permit from the local State Forestry Office prior to the operation of power-driven machinery.

C.3.5 Tractor - Operations such as roadblock removal and restoration, crushing of vegetation, fireline construction, mop-up of landings, and prescribed burn holding operations will require the use of a tractor with trailer. Tractor size of 24,000 pounds gross operating weight, and 95 horse power or less is required. (Example: equivalent to Caterpillar D-4, John Deere 450, Komatsu D45A, Case 750, MF 300, or smaller

- sizes). Other type mechanized equipment capable of performing roadblock removal and restoration may be used if capable of performing the operation. Tractor operations including roadblock removal and restoration, crushing of vegetation, and mop-up of landings are included in Subitem N11. The Contractor may consider the use of a tractor for holding and slopover/escape fire contingency purposes when planning and implementing prescribed burning. The cost for utilizing a dozer shall be included within Subitems for prescribed burning. The use of a tractor for these purposes should be included in Prescribed Fire Plan, and will require prior approval by the COR or Alt. COR.
- C.3.6 Helicopter Aerial Ignition - The Contractor shall use only aircraft and pilots certified by the Federal Aviation Administration (FAA) to perform the work listed in this contract. A copy of the appropriate FAA aircraft and pilot certificates documenting approval for the type of work being conducted must be presented to the Contracting Officer (CO) prior to use of any aircraft or pilot.
- C.3.7 Noxious Weeds - Insure that all equipment is cleaned off prior to operating on Government lands. Remove all dirt, grease, and plant parts that carry noxious weed seeds or vegetative parts. This may be accomplished with a pressure hose. In addition, if equipment is found operating in a noxious weed area, the equipment must be cleaned before moving to another area. Payment will be made separately based on impact on Contractor's costs.
- C.3.8 Security of Materials - The Contractor may leave its equipment and Government-furnished property at the work site. The Contractor shall be responsible for the Contractor's equipment and Government-furnished property if it should be lost, stolen or damaged, unless the Government orders the material to be left unattended by the Contractor, such as when the water deliver system is to be provided without crew support.
- C.3.9 Furnish at least two radios per module ordered under Subitem N. Radios must be Bendix King or Kenwood capable of communicating with narrow band federal and State frequencies.
- C.3.10 A working (English literate) crew supervisor, who is knowledgeable and experienced in the required work and supervision, shall be provided for each crew and is required to stay with the crew while work is in progress.
- C.3.11 Furnish personal protective equipment in addition to that offered in the technical proposal on a negotiated basis on each task order, to cover the depreciated value of the equipment.
- C.4.0 GOVERNMENT-FURNISHED PROPERTY AND SERVICES
- C.4.1 All Government-furnished equipment and supplies, hereinafter referred to as Government-furnished property, will be picked up by the Contractor at the Bureau of

Land Management (BLM) Medford District Office, (except as otherwise specified), at 3040 Biddle Road, Medford, Oregon and signed for on Form DI-105 by the Contractor or Contractor's authorized representative. The Contractor shall be responsible for the return of all Government furnished-property within 24 hours from final acceptance of the contract or task order as applicable. At time of return, the Contractor shall furnish the COR with an inventory of property being returned. The Contractor shall be held responsible for any shortages of Government-furnished property.

C.4.2 The Government shall furnish property and services as listed below:

C.4.2.1 Unit Prescribed Fire Plans template. The Government will provide a Prescribed Fire Plan form for each burn unit and may vary in format based on agency. Sample fire plans are included in Section J.

C.4.2.2 General weather forecast and other weather information will be available for use by the Contractor at the BLM Medford District Office and through the National Weather Service internet sites.

C.5.0 SPECIFIC TASKS

C.5.1 Subitem A - Slashing

C.5.1.1 The levels of difficulty for slashing will be identified in the task order. The levels are based on the relative amount of material to be slashed, according to size of material to be slashed, as described in C.5.1.2 and C.5.1.3.

Subitem A1 - Level I - Unit density is estimated to average less than 60 percent cover to be cut. See C.5.1.2.

Subitem A2 - Level II - Unit density is estimated to average greater than 60 percent cover to be cut. See C.5.1.3.

C.5.1.2 Subitem A1: All live and dead standing vegetation greater than 12 inches in height or length, but not over 7 inches DBH shall be completely severed with the stump height not to exceed 6 inches. This will be the standard size for treatment for Subitem A1 unless otherwise designated. The task order may designate a different size within this range for individual units (example: slash 12 inches to 4 feet in height only, instead of the 12 inches to 3 inch DBH), but not outside the 12 inch height to 7 inch DBH range. Individual species may also be specified as reserved from cutting on individual units. When vegetative conditions consist of multiple stem resprouted vegetation, the task order may reserve one or more stems from cutting for individual species of multi-stem plants. The reserved stems shall be the largest stems.

C.5.1.3 Subitem A2: All live and dead standing vegetation greater than 12 inches in height or length, but not over 7 inches DBH shall be completely severed with the stump height

not to exceed 6 inches. This will be the standard size for treatment for Subitem A2 unless otherwise designated. The task order may designate a different size within this range for individual units (example: slash 12 inches to 4 feet in height only, instead of the 12 inches to 3 inch DBH), but not outside the 12 inch height to 7 inch DBH range. Individual species may also be specified as reserved from cutting on individual units. When vegetative conditions consist of multiple stem resprouted vegetation, the task order may reserve one or more stems from cutting for individual species of multi-stem plants. The reserved stems shall be the largest stems.

- C.5.1.4 Each task order will specify the level of difficulty, access, size limits for treatment, whether hardwoods and/or conifers are included, and if any individual, clump, or group of species or if individual stems of multi-stem species are reserved from treatment.
- C.5.1.5 Slashing shall be accomplished throughout the entire unit, excluding areas identified by the task order as reserved from treatment. Firelines shall remain free of debris. Contractor shall restore firelines to original clear condition following slashing.
- C.5.1.6 Lop and buck the resulting slash to a maximum 8-foot length and a depth not to exceed 24 inches.
- C.5.2 Subitem B - Lop and Scatter
- C.5.2.1 The level of difficulty and access for lop and scatter will be identified in the task order. The levels are based on the amount of the slash to be treated and reduction height of slash.

Subitem B1 - Level I - The amount of slash to be lopped and scattered averages less than 20 tons per acre. Slash shall be reduced to the extent that it is within 12 inches of the ground at all points.
- C.5.2.2 The material to be treated consists of down woody material created from vegetation treatments (such as harvest, thinning, or slashing, etc.) or created through natural process.
- C.5.2.3 Lop and scatter all existing slash so that all top and side branches are free of the central stem so that the slash is reduced to within the limit of the ground at all points, as stated for the level of difficulty. Central stem length shall not exceed eight feet.
- C.5.3 Subitem C - Pruning
- C.5.3.1 The levels of difficulty for pruning will be identified in the task order. The levels are based on the expected number of trees per acre (TPA) requiring treatment.

Subitem C1 - Level I - Less than 100 TPA.

Subitem C2 - Level II – Greater than 100 TPA.

- C.5.3.2 Each task order will specify the level of difficulty, access, species to be treated and species to be reserved from treatment, and upper height above ground level to treat.
- C.5.3.3 Designated vegetation shall be pruned of live and dead limbs and branches to a designated height measured above ground level. The designated height shall not exceed 12 feet above ground level, and will typically be designated to a height above ground level of up to 8 feet. The COR will designate the height for each individual unit. The pruning height may vary + or - one foot from the designated height. Limbs shall be cut cleanly and as close to the bole of the tree as possible.
- C.5.3.4 Tree limbs that attach to the bole above the designated pruning height, but have limbs extending into the pruning height area, shall be pruned so that they do not extend below the designated height.
- C.5.3.5 Material pruned shall be pulled back 4 feet away from tree bole.
- C.5.3.6 Individual species of hardwoods, shrubs, and conifers may be specified as reserved from pruning on individual units.

C.5.4 Subitem D - Create Density Management Restoration Areas - Conifer Stands

- C.5.4.1 Density Management Restoration Areas (DMRAs) shall be created to meet management objectives such as: restore conifer stands to sustainable density levels, increase resistance and resiliency to disturbance, limit wildland fire rate of spread, and/or to establish holding areas for use during prescribed burning and fire suppression activities. Treatments required in this Subitem include cutting trees, slashing surplus vegetation, pruning residual trees, and snag felling. For Management Restoration Areas, Subitems D and E: Standing dead conifers, hardwoods and shrubs shall be included as surplus when not reserved.
- C.5.4.2 The levels of difficulty for DMRAs are based on percent cover of material to be treated. Level is identified in the task order.

Subitem D1 - Level I - The percent cover of material to be cut is less than 60 percent.

Subitem D2 - Level II - The percent cover of material to be cut is greater than 60 percent.

- C.5.4.3 Each task order will include level of difficulty, access, written instructions designating spacing width; pruning height; any no-treatment areas; additional reserve vegetation, tree and shrub species order of preference.
- C.5.4.4 Spacing width shall be designated for each project area in written instructions with each task order. Multiple spacing widths for conifers, hardwoods, and shrubs may be

designated within the range of 15 to 45 feet. The average spacing may vary + or - 20% of the designated spacing in order to select the best leave vegetation without numerically changing the average number of leave trees per acre.

C.5.4.5 Criteria for Selecting Leave Vegetation

- a. The best available trees and shrubs shall be selected as leave vegetation and treated in accordance with spacing requirements. Specific instructions on amounts of hardwoods and shrubs that shall be selected as leave vegetation may be included in the task order.
- b. Leave Trees \geq 12" DBH - All conifers and hardwoods 12 inches DBH and larger are reserved from cutting. These trees shall be included in spacing requirements.
- c. Leave Trees $<$ 12" DBH - The largest, healthiest, best formed trees shall be selected as leave trees.
- d. The Government may identify additional individual species of leave vegetation or leave vegetation areas within each unit.

C.5.4.6 Treatment of Surplus Vegetation

- a. All live and dead conifers, hardwood trees, and shrubs not selected as leave vegetation or designated as reserved vegetation becomes surplus vegetation. Surplus vegetation to be cut will typically (but not limited to) be less than 7" DBH. Surplus vegetation within the specified spacing of acceptable leave tree shall be severed 6" or less above the ground. No live limbs shall be left on the stump of any cut stem.
- b. Hardwoods and conifers greater than 12 inches DBH are reserved vegetation and shall not be cut or girdled.
- c. Leave and reserved vegetation shall not be damaged while cutting surplus vegetation, or buried with slash.

C.5.4.7 Unless further treatment of slash is prescribed, such as hand piling and burning, swamper burning or underburning, lop and scatter the resulting slash to a maximum 8-foot length and a depth not to exceed 24 inches.

C.5.4.8 No slash cut by the Contractor shall be left on the ground within 25 feet of any road or outside the project area. All slash shall be removed at least 25 feet from the road shoulder on the upper (uphill) side, and 50 feet on the lower (downhill) side.

C.5.4.9 Slashed, cut and felled material shall be bucked into the standard length of no more than 8 feet unless longer lengths are designated by the task order to meet utilization objectives.

C.5.4.10 Leave and reserved trees shall be pruned to a height of up to 8 feet above ground level as designated by the task order. Live and dead limbs and branches shall be cut cleanly and as close to the bole of the tree as possible. Tree limbs and branches that attach to the bole above the designated pruning height, but have limbs or branches extending into the pruning height area, shall be pruned so they do not extend below the designated height.

C.5.4.11 The COR may select individual leave snags and not require felling when snags are deemed necessary for other resource objectives.

C.5.5 Subitem E - Create Density Management Restoration Areas - Woodland/Shrubland

C.5.5.1 Density Management Restoration Areas (DMRAs) shall be created to meet management objectives such as: restore woodland/shrubland stands to sustainable density levels, restore habitat, increase resistance and resiliency to disturbance, limit wildland fire rate of spread, and/or to establish holding areas for use during prescribed burning and fire suppression activities. Treatments required in this Subitem include cutting of shrubs, trees, slashing of surplus vegetation, pruning of residual trees, and snag felling. For Management Restoration Areas, Subitems D and E: Standing dead conifers, hardwoods and shrubs shall be included as surplus when not reserved.

C.5.5.2 The levels of difficulty for DMRAs are based on percent cover of material to be treated. The level of difficulty will be identified in the task order.

Subitem E1 - Level I - The percent cover of material to be cut is less than 60 percent.

Subitem E2 - Level II - The percent cover of material to be cut is greater than 60 percent.

C.5.5.3 Each task order will include level of difficulty, access, written instructions designating spacing width; pruning height; any no treatment areas; reserve areas and vegetation, leave vegetation species order of preference.

C.5.5.4 Reserve Areas and Individual Species of Trees and Shrubs

- a. Areas of trees and shrubs may be reserved from treatment in designated units. The Government will determine if reserve areas are included in a project area treatment. Prior to the Contractor commencing work in a unit, the Government may designate reserve area(s) within each unit, or, the Government may authorize the Contractor to designate the reserve area(s) within each unit based on written instructions for selection of reserve area(s). Instructions on reserve area(s) selection may include size, number, and vegetation condition. Reserve areas shall be considered in the spacing of adjacent leave vegetation and are excluded from the acreage for payment purposes.

- b. Individual reserve trees and shrubs may be designated by the Government. These will be identified with marking (paint, flagging, or sign), or by written instructions. Reserve trees and shrubs shall not be damaged or cut.

C.5.5.5 Criteria for Selecting Leave Vegetation - Individual Leave Trees and Shrubs, and Groups and Clumps.

- a. The Contractor shall select leave vegetation including groups and clumps based on written instructions from the Government. These instructions may be in the form of a table, or narrative.
- b. Spacing for leave trees and shrubs, and for leave groups and clumps will be designated for each unit by the task order. Multiple spacing widths for conifers, hardwoods, and shrubs may be designated within the range of 15 to 45 feet. The spacing designated shall be no less than 15 feet and no greater than 45 feet between leave vegetation. The designated spacing may be varied plus or minus 10 feet in order to choose the best leave tree or shrub. For spacing purposes, groups and clumps shall be considered as one stem.

C.5.5.6 Treatment of Surplus Vegetation

- a. All live and dead vegetation not selected as leave or reserved over one foot tall and up to 20 inches (single stem) at one foot above ground level within the specified spacing of each acceptable leave tree or shrub stem and leave group or clump shall be severed six inches or less above the ground. No live limbs shall be left on the stump of any cut stem.
- b. Leave trees, shrubs, groups and clumps shall not be damaged while cutting vegetation, or buried with slash.

C.5.5.7 All conifer, hardwood and shrub stumps shall be cut within six inches of the ground.

C.5.5.8 Slashed, cut and felled material shall be bucked into the standard length of no more than eight feet unless longer lengths are designated by the task order to meet utilization objectives.

C.5.5.9 The COR may reserve individual snags from felling requirements when snags are deemed necessary for other resource goals.

C.5.6 Subitem F - Hand Pile and Cover

C.5.6.1 The levels of difficulty for hand piling and covering will be identified in the task order. The levels are based on the number of piles per acre expected, based on the amount of slash on the unit meeting specifications from C.5.6.2. The Government will designate which specification for size of material to be piled with each task order. The following are hand pile and cover levels:

Subitem F1 - Level I - An average of fewer than 20 piles per acre.

Subitem F2 - Level II - An average of 21 to 40 piles per acre.

Subitem F3 - Level III - An average of 41 to 60 piles per acre.

Subitem F4 - Level IV - An average of 61 to 80 piles per acre.

Subitem F5 - Level V - An average of 81 to 100 piles per acre.

Subitem F6 - Level VI - An average of 101 to 120 piles per acre.

Subitem F7 - Level VII - An average of 121 to 140 piles per acre.

Subitem F8 - Level VIII - An average of 141 or greater piles per acre.

- C.5.6.2 All slash less than 7 inches in diameter and greater than 2 feet in length shall be piled. Slash less than 2 feet in length shall be left on the ground. Slash left on the ground shall not exceed 6 inches in depth. The task order or the COR in writing may designate a different size within this range for individual units (example: slash 1-4 or 2-6 inches only, instead of the less than 6 inches), but not greater than 7 inch diameter.
- C.5.6.3 All piles shall be constructed by laying limbs, stems, cut boles, and other slash in the pile so as to be parallel with each other. Slash that causes large air spaces in piles shall be cut to eliminate air spaces. Each pile shall include an area of small sized slash (small branches less than ¼ to ½ inch in diameter and/or small branches with needles or leaves attached) to provide “kindling” for prompt ignition and to aid in combustion of larger slash. These fuels shall be placed in the center of the pile.
- C.5.6.4 Pile size shall be a maximum of 8 feet in diameter by 8 feet in height, and minimum pile size shall be 6 feet in diameter by 5 feet in height at the time of final inspection by the Government. The Government may designate smaller maximum, minimum, or both when it determines this is required to meet resource or prescribed fire objectives.
- C.5.6.5 All piles shall be covered with 4-mil polyethylene plastic or alternate material approved by the COR to cover at least 90% of the surface of each pile, maximum plastic size of 10' x 10'. All four corners and the middle of the plastic sheets shall be anchored with slash or other debris. Covering shall be done at the time of piling.
- C.5.6.6 Piles shall not be closer than 10 feet to leave or reserved vegetation or 25 feet to a unit boundary, unless approved by the COR. Slash shall not be piled or placed on logs or stumps, in roadways or drainage ditches, or within channel bottoms or streams unless designated otherwise by the COR. Slash shall not be piled or placed in buffer

zones. Information on locations, widths, and any other information concerning reserve areas will be provided by the Government.

C.5.6.7 The Contractor shall keep records shall include an accurate description of plot location (bearing and distance between plots) marked on a map. Plot center location shall be flagged with a color as designated by the TO and indicated with a plot number.

C.5.7 Subitem G - Fireline Construction and Maintenance

C.5.7.1 The levels of difficulty for fireline construction will be identified in the task order. The levels are based on the following:

Subitem G1 - Level I - Hand fireline renovation, where firelines have previously been constructed. May include up to 200 feet of new construction when existing fireline location is deemed inadequate for holding by the Contractor.

Subitem G2 - Level II - When new hand firelines are constructed on unit boundaries or through continuous downed slash. Throw back or pull back of slash is necessary.

C.5.7.2 All fireline construction shall be performed and maintained in accordance with the following specifications.

- a. Location - Unless otherwise designated, firelines shall be located adjacent to the unit boundary, within 50 feet outside of actual unit boundary, in locations affording the optimal holding capability, and remain on agency property. The Government may choose to clearly mark the pre-burn and post-burn fireline location with colored plastic ribbon. The fireline shall be constructed to follow the flagged line as closely as possible. Variations will be permitted if unforeseen obstacles are found. Pacific Yew shall not be cut or damaged. Fireline location shall avoid the necessity of cutting or limbing Pacific Yew. The COR shall be notified if cutting or limbing of Pacific Yew is unavoidable prior to cutting any Pacific Yew.
- b. Clearing Limits - Hand fireline shall be cleared to a width of 8 feet and a height of 8 feet. The width shall be measured parallel with the ground (slope distance). The height shall be measured from the side of the line away from the unit. A strip at least 1.5 foot wide to a maximum of 3 feet wide, and centered within the cleared area shall be cleared to mineral soil. A strip less than 1.5 foot wide may be designated by the COR on some units.
- c. Material to be Cleared - Within the 8-foot line, the following material shall be cut and removed:
 - 1) Ferns, shrubs and other vegetation. Cut to within 18 inches of ground level or as close as possible without damaging tools.

- 2) Cut live and dead trees at ground level or as close as possible without damaging tools. No trees larger than 7 inches DBH shall be cut. The fireline shall be located to avoid larger green trees.
- 3) Limbs extending within the fireline shall be cut close to the tree if the point of cutting can be reached from the ground (about 8 feet from the ground). Limbs shall be cut when they enter the fireline clearing limits if they cannot be cut at the tree. Limbs cut close to the tree need not be cut flush but "spike" limbs will not be allowed.
- 4) Slash and litter shall be removed from the 8-foot (both height and width) fireline clearing strip. Natural ground duff need not be removed except from within the 3-foot strip on the fireline work area.
- 5) A 3-foot section shall be removed from logs located across the fireline.
- d. Disposal of Cleared Material - Material cut from within the fireline shall be placed on the unit side (inside) of the fireline and scattered. Soil berms and piles will not be permitted on top of flammable material. Log sections may be rolled downhill and away from the unit provided that they are left outside the fireline.
- e. Snags and High Stumps - Snags or high stumps may be left next to the fireline when designated or approved by the Government.
- f. Side Slopes - On side slopes that are steeper than 30 percent, the 3-foot wide strip shall be cup trenched sufficiently to catch rolling material 6 inches or less in diameter.
- g. Water Bars - Water bars shall be constructed in all firelines at the time of initial construction. The water bar shall consist of a diagonal ditch across the three-foot wide mineral soil portion of the fireline, but not in excess of the following guidelines. The water bar shall be approximately 6 inches to 10 inches deep and approximately 5 feet long. Unless otherwise directed, drainage shall allow rolling material and drainage into burn unit.

Percent of Slopes:	00% - 09% - None Required
	10% - 29% - 1 Water Bar Every 300'
	30% - 59% - 1 Water Bar Every 150'
	60% + - 1 Water Bar Every 100'

C.5.8 Subitem H - Prescribed Fire Plan Preparation

C.5.8.1 The levels of difficulty for Prescribed Fire Plan preparation are identified in the task order. The levels are based on the complexity level of the prescribed fire project based on the Prescribed Fire Complexity Rating System Guide included in Section J.

Subitem H3 - Level III - Low complexity prescribed fire projects. This will typically include hand pile prescribed fire plan development and preparation. Swamper burn, broadcast and understory burn projects may be included if they are of a low complexity. This level may include a single Prescribed Fire Plan for multiple hand pile units.

Subitem H2 - Level II - Moderate complexity prescribed fire projects. This will typically include understory and broadcast burn, prescribed fire plan development and preparation. Swamper and hand pile burns projects may be included.

Subitem H1 - Level I - High complexity prescribed fire projects. This will typically include understory and broadcast burn, prescribed fire plan development and preparation.

- C.5.8.2 Complete and submit for approval a Prescribed Fire Plan for each broadcast burn, understory burn, and swamper burn unit; and for individual or grouped hand pile unit(s). Complete portions covering ignition scheduling, ignition and holding plan, workforce and equipment needs, briefing checklist, Go/No-Go checklist, communications plan, and mop-up plan. Sample Prescribed Fire Plan showing the full plan and indicating the portions of the plan the Contractor is to complete is shown in Section J, Exhibit J-2.
- C.5.8.3 Ignition Scheduling - Shown in the Sample Prescribed Fire Plan. This portion is completed by both the Government and the Contractor. The Contractor shall identify any additional Constraints/Special Considerations to ignition scheduling not already indicated by the Government.
- C.5.8.4 Ignition Plan & Holding Plan - Shown in the Sample Prescribed Fire Plan. This portion is completed by the Contractor.
- a. A narrative discussing firing plan and technique; identify potential holding problems and location of holding forces, strategies and objectives; location of water sources; counter measures for slopovers; and any other ignition and holding considerations. Indicate what shall be done, when it shall be done, how it shall be done, who shall do it, and shall include work force, equipment and supplies needed.
 - b. Map at a scale fitting the entire unit (as large as possible) on a 8½ by 11-inch sheet of paper, showing ignition technique and pattern, placement of holding crew and equipment, area(s) of concern, and location where weather shall be monitored and documented. A map legend shall be included.
 - c. Any changes in the ignition and holding elements of the Prescribed Fire Plan shall be submitted to the COR for approval the day of ignition or before.

- C.5.8.5 Workforce & Equipment Needed - Shown in the Sample Prescribed Fire Plan. This portion is completed by the Contractor. The Contractor shall complete the workforce and equipment needs, portion of the Plan for the Low, Desired, and High acceptable prescription range of the fuel and weather parameters. The workforce and equipment listed by the Contractor will represent the minimum acceptable amounts needed at that level to successfully carry out the burn and to contain any escaped fires. The contractor will determine the minimum equipment and personnel needs at the time of an escaped fire in “outside fuels” with given prescription parameters. The contractor will determine line building capability of resources on site. Line building capability will be compared to the predicted rate of spread in BEHAVE to determine if resources are adequate to contain an escaped fire.
- C.5.8.6 Contingency and Escaped Fire Plan - Shown in the Sample Prescribed Fire Plan. This portion is completed by the Contractor. Contractor will describe in detail the strategies and opportunities for containing an escaped fire from any flank of the unit by including direct and indirect attack methods.
- C.5.8.7 Briefing Checklist - Shown in the Sample Prescribed Fire Plan. This is completed by the Contractor. It is to be used on day of ignition for the briefing prior to starting ignition. It is signed and dated at that time.
- C.5.8.8 Go-No Go Checklist - Shown in the Sample Prescribed Fire Plan. This is used by the Contractor and the Government. It is used on day of ignition prior to starting ignition. It is signed and dated by Contractor and the Government representative.
- C.5.8.9 Medical Plan - Shown in the Sample Prescribed Fire Plan. This is used by the Government for Government employees, and for Contractor employees when a burn is declared a wildland fire. The Contractor shall have its own medical plan in place.
- C.5.8.10 Communications Plan - Shown in the Sample Prescribed Fire Plan. This is completed by Contractor and the Government.
- C.5.8.11 Daily Mop-Up Shift Plan - Shown in the Sample Prescribed Fire Plan. This is completed by the Contractor and reviewed and approved by the Government. The mop-up plan shall be based on C.5.15 Standard Patrol and Mop-Up. It shall address the mop-up objectives of (1) the prevention of fire escape outside the unit boundaries, (2) prevention of reburn within unit boundaries, and (3) prevention of residual smoke problems in residential and rural interface areas. It shall consist of an initial plan and follow up daily plans beginning on ignition day. The daily plan shall be submitted to the COR or alt. COR prior to the next day's work and is subject to approval. All daily mop-up submissions shall contain the following:
- a. Map at a scale showing the entire unit and burned areas outside of fireline (as large as possible) on a 8½ by 11-inch sheet of paper, pattern of mop-up; placement of crew and equipment; areas of potential problems (reburn, burning "wildlife trees", landings) and map legend.

- b. A narrative discussion of shift objective with mop-up priority, daily result objectives, schedule of mop-up, patrol and contingency plans should an escape occur. Any special considerations or hazards shall be included in plan.
 - c. At the option of the COR the initial mop-up plan may be acceptable in lieu of the follow up daily plan.
- C.5.8.12 The Prescribed Fire Plan shall be very specific and based upon the Contractor's on-site inspection of the unit and environmental conditions. A joint on-site inspection involving both the Contractor and the Government may be requested by either party to clarify objectives and resolve deficiencies in the plan. This plan shall be submitted to the COR for approval at least 30 calendar days prior to the estimated ignition date. Sample Prescribed Fire Plan shown in Section J.
- C.5.8.13 Aerial Ignition Requirement - The Government may determine that individual burn units may require aerial ignition (helitorch or sphere dispenser) methods due to safety considerations for the ignition personnel, unit size, and/or are the needed to achieve prescribed fire and resource objectives. If so, the Prescribed Fire Plan shall identify aerial ignition as the method for internal unit ignition or portions of unit ignition.
- C.5.9 Subitem I - Fuels Pullback
- C.5.9.1 The levels of difficulty for fuels pullback are identified in the task order. The levels are based on the number of trees per acre to be treated, as follows:
Subitem I1 - Level I - Fuels pullback on less than 20 trees or snags per acre.
Subitem I2 - Level II - Fuels pullback on greater than 21 trees or snags per acre.
- C.5.9.2 Each task order will include level of difficulty, and written instructions which (1) designate and describe identification or selection of treatment trees and snags; and (2) any reductions in amounts or type of fuels for pullback, width of pullback, reduction in clearing height; and any no-treatment areas. Fuels for pullback shall include both natural and activity generated fuels.
- C.5.9.3 All fuels pullback shall be performed in accordance with the following specifications.
- a. Trees/snags to be treated - Perform fuels pullback on leave trees and snags as designated by the task order.
 - b. Clearing - Each tree/snag designated for pullback shall be cleared around the tree/snag to the following: All surface fuels from the bole of the tree out to the dripline plus 1-foot wide area; aerial fuels from a 2-foot wide area, 8 feet in height. Material greater than 3" diameter within the clearing zone shall be rolled at least 4 feet from the bole. Duff and litter may be removed such that the depth is 6 inches or less. Care shall be taken to maintain the lower duff layer as damage

to sub-surface roots could occur. Clearing shall include removing ladder fuels 8 feet up the bole of the tree/snag. This may require some pruning or cutting.

- c. Removed fuels - Scatter all removed fuels and avoid concentrating the fuel. On sloping ground, fuel shall be scattered uphill or sidehill from the tree/snag. No removed fuel shall be below the tree/snag on a slope. On flat ground, any direction is acceptable.

C.5.10 Subitem J - Prescribed Burn and Mop-Up - Swamper Burn

C.5.10.1 Swamper burning combines hand piling and burning into a concurrent operation. A small pile of slash is created and ignited. More slash is added to the pile while the pile is burning. This type of burning is typically classified as Low Complexity.

C.5.10.2 The levels of difficulty for swamper burning are identified in the task order and are based on the estimated amount of slash, in tons per acre, requiring burning in accordance with C.5.10.6:

Subitem J1 - Level I – Units with an average of 20 tons/acre or less.

Subitem J2 - Level II – Units with an average of 21 to 40 tons/acre.

Subitem J3 - Level III – Units with an average of 41 or more tons/acre.

C.5.10.3 The swamper burning season in interior southwest Oregon normally can occur between late October and early June. Major control problems can occur during a period of frontal passage and strong east wind conditions. Close attention to weather forecasts and securing and patrolling of previously burned units is common practice to eliminate any escaped fires.

C.5.10.4 All prescribed fire operations shall be initiated only when a Prescribed Fire Plan has been approved and signed by the COR. All elements of the plan shall be followed unless a deviation has been approved in advance by the COR. The Contractor shall conduct a preburn crew briefing, as prepared in the Plan.

C.5.10.5 Clearance to Burn - The Contractor shall monitor fuel and weather conditions to determine time periods when units are in the prescription parameters identified in the Prescribed Fire Plan. The Contractor may consult the Government regarding short, mid, and long term weather forecast to determine the potential impacts to fuel moisture conditions and the ability to meet Prescribed Fire Plan objectives. The Contractor shall notify the Government no later than 1400 hours on the day prior to ignition when specific units are within burn prescription parameters and of their request to burn. The Government will notify the Contractor via telephone or direct communications at or before 0900 hours on the day of the proposed ignition of smoke management conditions and any updated weather forecasts that would cancel the burning. The Government will grant final approval to conduct burning. Approval is based on the Government verifying: 1) unit fuel and weather conditions are within

Prescribed Fire Plan parameters and prescribed fire and resource objectives are attainable; 2) Prescribed Fire Plan parameters and objectives for smoke management are attainable based on smoke management instructions and forecast, and weather forecasts for proposed burn date and time; and 3) successful completion of the Go/No Go Checklist and the test fire.

- C.5.10.6 All slash more than 2 feet long and between 1 inch and 7 inches in diameter at the large end shall be piled and burned. Larger material which has a portion meeting this specification must be bucked at the 6-inch diameter and that portion piled and burned. In all cases, the debris after treatment shall be less than 6 inches deep. Stoke each pile until at least 90 percent of the pile is consumed.
- C.5.10.7 Unless otherwise designated, piles shall not be located closer than 25 feet from unit boundary and reserved areas. Piles shall not be located closer than 10 feet from standing snags, wildlife trees, and live trees in order that no damage occurs to these from burning operation. Slash shall not be piled or burned on logs or stumps, in roadways or drainage ditches, or within reserved areas such as riparian zones, channel bottoms or streams.
- C.5.10.8 During ignition operations, the Contractor's crew supervisor shall maintain contact with the Government representative through mutually-agreed-upon communications system at all times.
- C.5.10.9 Conduct holding operations in accordance with the prescribed fire plan. Relocation of personnel and equipment may be required as ignition and burnout progresses. The Contractor's crew supervisor shall recognize the need for and make such relocations, dependent upon on-site weather and fire conditions.
- C.5.10.10 Extinguish any fire outside the fireline of the unit, or unit boundary and promptly report this to the COR at the site. A fireline shall be constructed completely around each sloopover, spot fire or fire outside the primary unit boundary. The minimum shall be a fireline scraped to mineral soil 1 foot in width with all overhanging combustible material cleared for 3 feet on each side of the fireline and 6 feet overhead.
- C.5.10.11 Do not fell any wildlife trees or snags which may have fire in them without approval of the Government (COR or PI).
- C.5.10.12 Mop-up shall be performed in accordance with C.5.15, Standard Mop-up and Patrol.
- C.5.11 Subitem K- Prescribed Burn and Mop-Up: Broadcast and Understory Burn
- C.5.11.1 The Levels of Difficulty for broadcast burns and understory burns are based on the following criteria and descriptions. Levels of Difficulty will be identified in the task order. Criteria used in determining a Level of Difficulty consists of the Complexity Rating based on the Prescribed Fire Complexity Rating System Guide included in Section J; and on unit size. The Government will rate the prescribed fire complexity

for each unit and will assign a rating of Low, Moderate, or High. The size of a unit is a factor for the level of difficulty. Unit size is divided into four groups: 25 acres or less, 26 to 75 acres, 76 to 150 acres, and 151 acres or greater.

Subitem K1 - Level I - Low Complexity Rating, Unit size 25 acres or less.

Subitem K2 - Level II - Low Complexity Rating, Unit size 26 to 75 acres.

Subitem K3 - Level III - Low Complexity Rating, Unit size 76 to 150 acres.

Subitem K4 - Level IV - Low Complexity Rating, Unit size 151 acres or greater.

Subitem K5 - Level V - Moderate Complexity Rating, Unit size 25 acres or less.

Subitem K6 - Level VI - Moderate Complexity Rating, Unit size 26 to 75 acres.

Subitem K7 - Level VII - Moderate Complexity Rating, Unit size 76 to 150 acres.

Subitem K8 - Level VIII - Moderate Complexity Rating, Unit size 151 acres or greater.

Subitem K9 - Level IX - High Complexity Rating, Unit size 25 acres or less.

Subitem K10 - Level X - High Complexity Rating, Unit size 26 to 75 acres.

Subitem K11 - Level XI - High Complexity Rating, Unit size 76 to 150 acres.

Subitem K12 - Level XII - High Complexity Rating, Unit size 151 acres or greater.

- C.5.11.2 The prescribed burning season for the interior southwest Oregon for understory and broadcast burning normally is between October and June. Major control problems can occur during a period of frontal passage and strong east wind conditions. Close attention to weather forecasts and securing and patrolling of previously burned units is common practice to eliminate any escaped fires.
- C.5.11.3 All prescribed fire operations shall be initiated only when a Prescribed Fire Plan has been approved and signed by the COR. All elements of the plan shall be followed unless a deviation has been approved in advance by the COR. The Contractor shall conduct a preburn crew briefing, as prepared in the Plan.
- C.5.11.4 Clearance to Burn - The Contractor shall be responsible for monitoring fuel and weather conditions to determine time periods when units are in the prescription parameters identified in the Prescribed Fire Plan. The Contractor may consult the Government regarding short, mid, and long term weather forecast to determine the potential impacts to fuel moisture conditions and the ability to meet Prescribed Fire Plan objectives. The Contractor shall notify the Government no later than 1300 hours on the day prior to ignition when specific units are within burn prescription

parameters and of their request to burn. The Government will notify the Contractor via telephone or direct communications at or before 0900 hours on the day of the proposed ignition of smoke management conditions and any updated weather forecasts that would cancel the burning. The Government will grant final approval to conduct burning. Approval is based on the Government verifying: 1) unit fuel and weather conditions are within Prescribed Fire Plan parameters and prescribed fire and resource objectives are attainable; 2) Prescribed Fire Plan parameters and objectives for smoke management are attainable based on smoke management instructions and forecast, and weather forecasts for proposed burn date and time; and 3) successful completion of the Go/No Go Checklist and the test fire.

- C.5.11.5 During ignition operations, the Contractor's crew supervisor shall maintain contact with the Government representative through mutually agreed upon communications system at all times.
- C.5.11.6 Conduct holding operations in accordance with the prescribed fire plan. Relocation of personnel and equipment may be required as ignition and burnout progresses. The Contractor's crew supervisor shall recognize the need for and make such relocations, dependent upon on-site weather and fire conditions.
- C.5.11.7 Extinguish any fire outside the fireline of the unit, or unit boundary, and promptly report this to the COR at the site. A fireline shall be constructed completely around any fire, slopover, or spot fire outside the primary unit boundaries. The minimum shall be a fireline scraped to mineral soil 18 inches in width with all overhanging combustible material cleared for three feet on either side and six feet overhead.
- C.5.11.8 Do not fell any reserved trees or snags which may have fire in them without approval of the COR.
- C.5.11.9 Mop-up shall be performed in accordance with C.5.15, Standard Mop-Up and Patrol.
- C.5.11.10 Restoration - After ignition and mop-up, all water bars shall be restored to a properly functioning condition.
- C.5.12 Subitem L - Prescribed Burn: Broadcast and Understory Burn
- C.5.12.1 The Levels of Difficulty for broadcast burns and understory burns are based on the following criteria and descriptions. Levels of Difficulty will be identified in the task order. Criteria used in determining a Level of Difficulty consists of the Complexity Rating based on the Prescribed Fire Complexity Rating System Guide contained in Section J; and on unit size. The Government will rate the prescribed fire complexity for each unit and will assign a rating of Low, Moderate, or High. The size of a unit is a factor for the level of difficulty. Unit size is divided into four groups: 25 acres or less, 26 to 75 acres, 76 to 150 acres, and 151 acres or greater.

Subitem L1 - Level I - Low Complexity Rating, Unit size 25 acres or less.

Subitem L2 - Level II - Low Complexity Rating, Unit size 26 to 75 acres.

Subitem L3 - Level III - Low Complexity Rating, Unit size 76 to 150 acres.

Subitem L4 - Level IV - Low Complexity Rating, Unit size 151 acres or greater.

Subitem L5 - Level V - Moderate Complexity Rating, Unit size 25 acres or less.

Subitem L6 - Level VI - Moderate Complexity Rating, Unit size 26 to 75 acres.

Subitem L7 - Level VII - Moderate Complexity Rating, Unit size 76 to 150 acres.

Subitem L8 - Level VIII - Moderate Complexity Rating, Unit size 151 acres or greater.

Subitem L9 - Level IX - High Complexity Rating, Unit size 25 acres or less.

Subitem L10 - Level X - High Complexity Rating, Unit size 26 to 75 acres.

Subitem L11 - Level XI - High Complexity Rating, Unit size 76 to 150 acres.

Subitem L12 - Level XII - High Complexity Rating, Unit size 151 acres or greater.

C.5.12.2 Subitem L consists of prescribed burning without the mop-up requirement in Section C.5.11.9. Subitem L shall be conducted in accordance with Section C.5.11.2 thru Section C.5.11.8, inclusive. The Contractor's obligation will end upon release by the COR on the day of ignition. The responsible agency will assume obligations for patrol and mop-up at that time.

C.5.13 Subitem M - Prescribed Burn and Mop-Up: Hand Pile Burn

C.5.13.1 The levels of difficulty for Hand Pile Burns will be determined as follows:

Subitem M1 - Level I - An average of fewer than 20 piles per acre.

Subitem M2 - Level II - An average of 21 to 40 piles per acre.

Subitem M3 - Level III - An average of 41 to 60 piles per acre.

Subitem M4 - Level IV - An average of 61 to 80 piles per acre.

Subitem M5 - Level V - An average of 81 to 100 piles per acre.

Subitem M6 - Level VI - An average of 101 to 120 piles per acre.

Subitem M7 - Level VII - An average of 121 to 140 piles per acre.

Subitem M8 - Level VIII - An average of 141 and greater piles per acre.

- C.5.13.2 The burning season for hand piles for the interior southwest Oregon normally is during November and December. However, conditions permitting burning may occur at anytime from the middle of October through June. Major control problems can occur during a period of frontal passage and strong east wind conditions. Close attention to weather forecasts and securing and patrolling of previously burned units is common practice to eliminate any fire spread from burned piles or escaped fires outside unit boundaries.
- C.5.13.3 All prescribed fire operations shall be initiated only when a Prescribed Fire Plan has been approved and signed by the COR. All elements of the plan shall be followed unless a deviation has been approved in advance by the COR.
- C.5.13.4 Clearance to Burn - The Contractor shall be responsible for monitoring fuel and weather conditions to determine time periods when units are in the prescription parameters identified in the Prescribed Fire Plan. The Contractor may consult the Government regarding short, mid, and long term weather forecast to determine the potential impacts to fuel moisture conditions and the ability to meet Prescribed Fire Plan objectives. The Contractor shall notify the Government no later than 1500 hours on the day prior to ignition when specific units are within burn prescription parameters and of their request to burn. The Government will notify the Contractor via telephone or direct communications at or before 0900 hours on the day of the proposed ignition of smoke management conditions and any updated weather forecasts that would cancel the burning. The Government will grant final approval to conduct burning. Approval is based on the Government verifying: 1) unit fuel and weather conditions are within Prescribed Fire Plan parameters and prescribed fire and resource objectives are attainable; 2) Prescribed Fire Plan parameters and objectives for smoke management are attainable based on smoke management instructions and forecast, and weather forecasts for proposed burn date and time; and 3) successful completion of the Go/No Go Checklist and the test fire.
- C.5.13.5 During ignition operations, the Contractor's crew supervisor shall maintain contact with the Government representative through mutually-agreed-upon communications system at all times.
- C.5.13.6 A minimum of 90% of all piles shall be ignited. Stoke each pile until at least 90 percent of each pile is consumed. Units with a high tree cover and pile density shall be staged burned to reduce crown scorch.
- C.5.13.7 Holding typically is not necessary when piles are burned during winter conditions. Conduct holding operations as necessary in accordance with the prescribed fire plan. Relocation of personnel and equipment may be required as ignition and burnout progresses. The Contractor's crew supervisor shall recognize the need for and make such relocations, dependent upon on-site weather and fire conditions.

- C.5.13.8 Extinguish any fire outside the fireline of the unit, or unit boundary, and promptly report this to the COR at the site. A fireline shall be constructed completely around fire inside the unit, slopover, and/or spot fires outside the primary unit boundaries. The minimum shall be a fireline scraped to mineral soil 18 inches in width with all overhanging combustible material cleared for 3 feet on either side and 6 feet overhead.
- C.5.13.9 Do not fell any reserved trees which may have fire in them without written approval of the COR.
- C.5.13.10 Mop-up shall be performed in accordance with C.5.15, Standard Mop-Up and Patrol.

C.5.14 Subitem N - Prescribed Fire Modules

- C.5.14.1 Prescribed Fire Modules may be ordered by the Government for unit(s) when the Government is conducting prescribed fire and is in need of assistance in one or more prescribed fire operations. These operations include the following: ignition assistance, holding assistance, burned unit patrol, and mop-up of burned unit(s). Prescribed Fire Modules can be ordered for any one of the above operations, a combination, or all of the operations.
- C.5.14.2 Levels of difficulty for Prescribed Fire Modules will be identified in task order and consist of modules of various amounts and types of resources required on a Daily Rate to meet the unit mop-up objectives. Work assignments will average 8 to 10 hours per day. Individual assignments may range from as few as 3 hours shall not exceed 16 hours per day. All water delivery vehicles shall be full of water prior to arrival to the work site.

Subitem N1 - Prescribed Fire Module Level I - Two-Person Crew Module - Consisting of two (2) crew members, equipment and transportation.

Subitem N2 - Prescribed Fire Module Level II - Engine Module - Consisting of one (1) Engine, minimum Type VI (250 gallons) and 2 person engine crew (operator and assistant).

Subitem N3 - Prescribed Fire Module Level III - Five-Person Crew Module - Consisting of five (5) crew members, equipment and transportation.

Subitem N4 - Prescribed Fire Module Level IV - Engine & Two-Person Crew Module - Consisting of one (1) Engine, minimum Type VI (250 gallons) with operator and crew member; and Two Person Crew consisting of two (2) crew members, equipment and transportation.

Subitem N5 - Prescribed Fire Module Level V - Engine & Five-Person Crew Module - Consisting of one (1) Engine, minimum Type VI (250 gallons) with operator and

crew member; and Five Person Crew Module consisting of five (5) crew members, equipment and transportation.

Subitem N6 - Prescribed Fire Module Level VI - Engine, Two-Person Crew & Water Delivery System Module - Consisting of one (1) Engine, minimum Type VI (250 gallons), Two-Person Crew consisting of two (2) crew members, equipment and transportation, Water Delivery System and 2 person engine crew (operator and assistant). Total of four people.

Subitem N7 - Prescribed Fire Module Level VII - Engine (Type IV), Five-Person Crew & Water Delivery System Module - Consisting of one (1) Engine, minimum Type IV (750 gallons)m Five-Person Crew Module consisting of five (5) crew members, equipment and transportation, Water Delivery System and 2 person engine crew (operator and assistant). Total of seven people.

Subitem N8 Prescribed Fire Module Level VIII - Water Tender Module - Consisting of one (1) Water tender or Government-approved vehicle (e.g. modified skidder) minimum 1500 gallons with operator.

Subitem N9 - Snag Felling (2-Person Team)

- a. Fell snags and trees up to 50 inches DBH. Felling in this Subitem is for the objectives of human safety and to assist holding and mop-up operations by removing source of spotting and fire spread. Felling in this Subitem is separate from snag felling in Density Management Restoration Areas, Subitems D and E.
- b. Fell snags and trees as specified by task order or in writing by the COR. Snags and trees will generally range in size from 12 inches DBH to 50 inches DBH. Snags and trees may be burning at time of felling. Stump height shall be as low as possible consistent with adequate safety considerations. Snags and trees shall be felled such that firelines remain free of debris. Restore firelines to original clear condition following felling.

Subitem N10 - Five-Person Chainsaw Crew - Consists of five (5) crew members, (5) chainsaws, saw equipment, and transportation.

Subitem N11 - Tractor Operations

- a. Tractor operations under this Subitem shall include utilization of a tractor to crush vegetation, roadblock removal and restoration, and removal of soil or debris to allow mop-up of burning material that is buried.
- b. Crushing of vegetation by tractor operation is done in all or portions of unit(s) to create fuel conditions that allow for safety of ignition personnel and create optimal fuel moisture and arrangement to meet prescribed fire objectives. This is typically accomplished in shrubfields, but could be used in other fuel types if appropriate. Tractor operations are conducted along the slope contour on slope

percentages less than 35 percent. The COR will issue written instructions regarding location, spacing, reserved areas, and access for each unit(s).

- c. Roadblock removal and restoration shall consist of the following:
 - 1) Restore vehicle access to specified units which may be inaccessible due to material piled in road, trench in road, or combination of both methods. A minimum of 10 feet in width shall be made passable for all project vehicles.
 - 2) Following acceptance of the unit(s) for which access has been restored, and within 5 days of receipt of the notice of unit acceptance from the COR, return the road to its original blocked condition to prevent vehicle passage on specified roads.
- d. Mop-up of burning material utilizing a tractor is required when material is buried beyond reach utilizing hand tools. This is usually, but not limited to, under landings in timber harvest units. Uncover the burning material to the extent that the material is fully accessible and available to be mopped-up.

Subitem N12 Prescribed Fire Overhead - Consists of (1) qualified prescribed fire holding boss or (1) qualified ignition specialist with approved communication device. Holding Boss shall be single resource boss qualified or higher. Contractor employees cannot supervise Government employees.

- C.5.14.3 Ordering Prescribed Fire Modules - Task orders will be issued for Prescribed Fire Modules. The Government may orally request services 6 hours in advance of need.
 - a. Ordered services may be canceled 4 or more hours in advance of need without an adjustment to the contract.
 - b. Cancellation of ordered services in less than 4 hours and prior to reporting for work will result in each Prescribed Fire Module being paid at 20 percent of the Daily Rate.
 - c. Cancellation of ordered services at the project, service of up to 3 hours after arrival or services beyond 10 hours in a day will result in reduced or additional payment. See E.3.1.3(d).
 - d. Multiple Prescribed Fire Modules may be ordered for the same unit.
- C.5.14.4 Should the Contractor (1) fail to provide the ordered services; (2) quit work early or leave work before being released, or (3) fail to complete the project as specified in the Daily Shift Plan Objectives, the task order may be considered in default. Payment will be made for work completed.

C.5.14.5 Start-Work Procedures - The Government will notify the Contractor via telephone or direct communications of the Level of Difficulty Modules required and the type of prescribed fire operation to be performed. The Contractor shall notify the COR or PI of any concerns or questions regarding understanding of, or Contractor's ability to successfully achieve, the Prescribed Fire Plan or Module(s) Daily Shift Plan Objectives, Standards, and Assignments. This notification shall occur at the time of ordering, briefing, or anytime during the shift. Depending on the prescribed fire operation, a briefing will be held via telephone or direct communication. The briefing can be held on or in the vicinity of the work site, at the agency office, or other agreed-upon location. The Contractor shall be required to respond and arrive at the agreed upon location at a specified time for the briefing. At the briefing, the Government will provide the Contractor with the following:

- a. See items listed in Section C.4.2.1 and C.4.2.2.
- b. Briefing on Prescribed Fire Plan and Objectives, Standards, and Assignments for ignition and holding assistance.
- c. Module(s) Daily Shift Plan Objectives, Standards, and Assignments for patrol and mop-up assistance.
- d. Communications instructions and chain of command.
- e. Identification of any priorities.
- f. Safety concerns and issues.
- g. Target Completion Time, anticipated length of shift.

C.5.14.6 Prescribed Fire Module Requirements - The following are the descriptions of requirements for personnel, transportation, engines, water tenders, and equipment for each of the Levels of Difficulty Modules.

- a. Subitems N2, N4, N5, N6, - Type VI Engine, Minimum of 250 Gallons
Subitem N7- Type IV Engine, Minimum of 750 gallons.
 - 1) Engine - Self-propelled unit equipped with a minimum of 250 gallon water tank (750 gallons for N7) and pump capable of pumping a minimum 30 gallons per minute at 100 psi through 1/4-inch nozzle at the end of a 50-foot length of 1 inch hose and equipped with minimum of 200 feet of 1-inch rubber hose or cotton/ synthetic lined hose, on a live reel, and additional hose to reach a total of 1500 feet. Additional hose can be 1-inch or 1 and one-half inch cotton/synthetic jacket rubber lined hose, appropriate fittings, and at least 2 nozzles. Operator and assistant - two (2) people.
 - 2) Equipment:

Pulaski - 1
Shovel - 1
Fedcos or equivalent backpack water pumps - 1
Chainsaw - 1
Fuel to operate pump and engine for 10 working hours

b. Subitems N1, N4, N6 - Two-Person Mop-Up Crew

- 1) Two (2) persons
- 2) Transportation - one vehicle
- 3) Equipment:
 - Pulaski - 1
 - Shovel - 1
 - Fedcos or equivalent backpack water pumps - 2
 - Chainsaw - 1

c. Subitems N3, N5, N7 - Five-Person Mop-Up Crew

- 1) Five (5) persons
- 2) Transportation - 1 or 2 vehicles
- 3) Equipment:
 - Pulaski - 3
 - Shovel - 2
 - Fedcos or equivalent backpack water pumps - 5
 - Chainsaw - 2

d. Subitems N6, N7 - Water Delivery System

- 1) Equipment:
 - 2 Portable water-holding tanks (Fold-A-Tank or equivalent) of a minimum of 1000 gallons capacity or greater.
 - One and one-half inch (1-1/2") hose - 2000 feet
 - One-inch (1") hose - 1,500 feet
 - Gated "Y" valves - 12
 - Reducers: one and one-half inch (1-1/2") to one inch (1") - 6
 - Nozzles: combination fog and stream - 6
 - 2 Portable Pumps - pressure type, one and one-half inch (1-1/2") outlet and suction hose, with screened foot valve, capable of 40-70 gallons per minute, with 20 gallons of pump fuel.
- 2) All hose fittings shall match the couplings on the required hose. All hose couplings shall have the standard thread adopted by the State Fire Marshall.
- 3) The installation of this system on a work site could require that the equipment be left on the site overnight following the end of the shift for use during the next day's shift.

e. Subitem N8 - Water Tender

- 1) Water Tender - Self-propelled unit equipped with a minimum of 1500-gallon water tank and pump capable of pumping a minimum of 200 gallons per minute, equipped with a dump valve of at least a minimum 4-inch (6-inch preferred) diameter so water can be discharged into portable tanks. This valve should be at the bottom of the tank to allow complete water discharge and should have a clearance of 34 inches from ground to bottom of outlet. This Subitem includes operator and fuel to operate pump and engine for 12 working hours.
- 2) Tenders shall have a valve, adaptable to 1 ½ -inch National Hose threads (NH) installed at the bottom of the tank so pressure or suction lines (hose) can allow filling or drafting by other engines. (Note: Adaption of valve with fittings is acceptable).
- 3) Tender pump assemblies may be driven either by power take-off (PTO) or engine drive. The pump shall be plumbed with a suction outlet so water can be drafted from a water supply such as a pond, river, or creek to refill the tank or pump direct to the prescribed fire site.

Subitem N9 - Snag Felling - The quantities on the Schedule of Items are estimated. Snag felling is measured on a team hourly basis, beginning upon arrival at the unit, excluding lunch breaks and travel time, ending when work is completed. Time will be rounded up to the nearest quarter hour. Times shall be recorded and submitted by the Contractor, subject to verification by the COR based on spot checks of snag felling in operation.

Subitem N10 - Five-Person Chainsaw Crew

- 1) Five (5) persons
- 2) Transportation - 1 or 2 vehicles
- 3) Equipment:
 - Pulaski - 3
 - Shovel - 2
 - Chainsaw – 5
 - Saw gas and supplies

Subitem N11 - Tractor Operations - The quantities on the Schedule of Items are estimated. Tractor operations are measured on an hourly basis, beginning upon arrival at the access point to the unit, excluding lunch breaks and travel time, ending when work is completed. Time will be rounded up to the nearest quarter hour. Times shall be recorded and submitted by the Contractor, subject to verification by the COR based on spot checks of tractor operations.

Subitem N12 – Prescribed fire overhead. Consisting of 1 qualified prescribed fire holding boss or 1 qualified ignition specialist (RXI2) with approved communication

device. Holding Boss shall be single resource boss (SRB) qualified or higher. Contractor employees cannot supervise Government employees.

- C.5.14.7 Ignition Assistance: This prescribed fire operation involves the direct igniting of fuels, usually with a drip torch. Ignition assistance by the Contractor shall be from crew members from the Two and Five-Person Crew Modules. When the Government is ordering Prescribed Fire Modules to assist in ignition operations, the Government will provide Prescribed Fire Burn Boss, Ignition Specialist, Holding Specialist, drip torches and ignition fuel. The Government may also provide crew members. The Contractor's crew supervisor shall maintain contact with the Ignition Specialist through mutually agreed upon communications system at all times.
- C.5.14.8 Holding Assistance: This prescribed fire operation can involve any of the Prescribed Fire Modules. Holding operations shall be conducted in accordance with Sections C.5.11.6 thru C.5.11.9 inclusive.
- C.5.14.9 Patrol Assistance: This prescribed fire operation can involve Crew Modules or Engine Modules or a combination of both. Patrol includes checking previously burned units for visible smokes or hot spots and taking mop-up actions as prescribed in the Shift Plan for that day. The Contractor's crew supervisor shall maintain contact with the Government representative through a mutually agreed upon communications system at all times. Patrol shall be conducted in accordance with Section C.5.15.6.
- C.5.14.10 Mop-Up Assistance: This prescribed fire operation can involve any of the Prescribed Fire Modules. Mop-up operations shall be conducted according to Section C.5.15.1. The Contractor and the Government representative shall review the plan daily to ensure validity of plan, adequacy of assigned resources and timely completion of work.
- C.5.14.11 Subitem N9 - Snag/Tree Felling (2-Person Team):
- a. Fell snags and trees up to 50 inches DBH. Snag Felling operations shall be carried out by a qualified "C" faller as defined by current NWCG standards. Felling in this Subitem is for the objectives of human safety and to assist holding and mop-up operations by removing source of spotting and fire spread. Felling in this Subitem is separate from snag felling in Density Management Restoration Areas, Subitems D and E.
 - b. Fell snags and trees as specified by task order or in writing by the COR. Snags and trees will generally range in size from 12 inches DBH to 50 inches DBH. Snags and trees may be burning at time of felling. Stump height shall be as low as possible consistent with adequate safety considerations. Snags and trees shall be felled such that firelines remain free of debris. Restore firelines to original clear condition following felling.

C.5.14.12 Subitem N11 -Tractor Operations:

- a. Tractor operations under this Subitem shall include utilization of a tractor to crush vegetation, roadblock removal and restoration, and removal of soil or debris to allow mop-up of burning material that is buried.
- b. Crushing of vegetation by tractor operation is done in all or portions of unit(s) to create fuel conditions that allow for safety of ignition personnel and create optimal fuel moisture and arrangement to meet prescribed fire objectives. This is typically accomplished in shrubfields, but could be used in other fuel types if appropriate. Tractor operations are conducted along the slope contour on slope percentages less than 35 percent. COR will issue written instructions regarding location, spacing, reserved areas, and access for each unit(s).
- c. Roadblock removal and restoration shall consist of the following:
 - 1) Restore vehicle access to specified units which may be inaccessible due to material piled in road, trench in road, or combination of both methods. A minimum of 10 feet in width shall be made passable for all project vehicles.
 - 2) Following acceptance of the unit(s) for which access has been restored, and within 5 days of receipt of the notice of unit acceptance from the COR, return the road to its original blocked condition to prevent vehicle passage on specified roads.
- d. Mop-up of burning material utilizing a tractor is required when material is buried beyond reach utilizing hand tools. This is usually, but not limited to, under landings in timber harvest units. Uncover the burning material to the extent that the material is fully accessible and available to be mopped-up.

C.5.15 Standard Mop-Up and Patrol

- C.5.15.1 Complete mop-up and patrol of unit(s) to the extent provided for in this section for Subitems J, K and M to meet the mop-up objectives of (1) the prevention of fire escape outside the primary unit boundaries, and (2) prevention of reburn within unit boundaries. Patrol and mop-up shall begin immediately following completion of ignition on any portion or whole of each unit.
- C.5.15.2 If the weather conditions, forecasts, fuel conditions change, and/or smoke management concerns occur during mop-up and patrol operations to a point where the standard mop-up and patrol may no longer meet mop-up or smoke management objectives, then the Government may, at its option, order additional mop-up resources under Subitem N, Prescribed Fire Modules as needed and determined by the Government.
- C.5.15.3 Subitem J, Prescribed Burn & Mop-Up: Swamper Burn - Complete mop-up and patrol to meet the objectives described in C.5.15.1 from the time ignition is first started within the unit to 72 hours, or until released from such services by the COR,

- whichever occurs first. The 72-hour time period begins at 8:00 am the day following completion of ignition in that unit. Advise the Government of conditions which prevent the meeting of mop-up objectives within the aforementioned 72-hour period.
- C.5.15.4 Subitem K, Mop-Up and Patrol for Broadcast and Understory Burn - Complete patrol and mop-up to meet the objectives described in C.5.15.1. Complete 100 percent mop-up of all spot fires and slopovers outside the unit boundary and within the first 100 feet slope distance inside of unit boundary. Complete this patrol and mop-up within 96 hours of 8:00 am on the day following completion of ignition. Patrol shall continue for 96 hours unless released by the Government. After 48 hours, advise the Government if mop-up will be completed within the aforementioned 96-hour period.
- C.5.15.5 Subitem M, Mop-up and Patrol for Hand Pile Burn - Complete mop-up and patrol to meet the objectives described in C.5.15.1 within 48 hours from 8:00 am the day following completion of ignition in that unit, or until released from such services by the COR, whichever comes first. Advise the Government of conditions which prevent the meeting of mop-up objectives within the 48-hour period.
- C.5.15.6 Patrol shall include the visual inspecting of all sites where burning was performed, and checking for and mop-up of burning material that threatens the achievement of mop-up objectives or the mop-up standards for each unit's Daily Shift Plan. Patrol shall also include taking actions to prevent fire escape outside the unit boundary and/or to prevent reburn within the unit boundary. Immediately take actions to fireline, mop up, and identify all slopovers or spot fires. If Contractor is unable to contain or control slopover or spot fires with patrol resources, promptly, within 30 minutes after discovery, notify the Government of the situation and continue to take action to contain or control fire.
- C.5.15.7 Completely extinguish all burning material within the designated mop-up area.
- C.5.15.8 Mechanical equipment used must keep soil disturbance to a minimum unless preapproved by the COR.
- C.5.15.9 Do not fell any reserved trees which may have fire in them without written approval of the COR.
- C.5.15.10 The Contractor may use COR-approved wetting agents, retardants, foam, or suppressants during mop-up and ignition operations. Contractor shall assure these do not leak or spread into streams, water sources or standing water. Root wads (uprooted stumps with roots attached) shall be thoroughly extinguished (dug around and rotten or loose wood scraped off). Fireline berms shall be thoroughly extinguished.
- C.5.15.11 Logs and chunks with a minimum size of 12 inches diameter x 4 feet in length up to a maximum of 20 inches diameter x 8 feet in length on slopes greater than 50% shall be turned and placed in a manner that prevents this debris from rolling.

C.5.15.12 Project Area Reburn - Should a reburn occur during the mop-up operation, the Contractor shall suppress the fire and notify the COR immediately. The cost of reworking the area to contract requirements shall be borne by the Contractor.

C.5.15.13 Mop-up contingencies are established and will be initiated by the COR for the following situations:

- a. If a Fire Weather Watch or Red-Flag Warning is issued or predicted by the National Weather Service for extreme fire weather conditions; or if smoke emissions from the burn unit during mop-up are creating air quality impacts to population centers, or other smoke sensitive areas, the Contractor may be required to complete mop-up within a 24-hour period. If satisfactory progress is not made, or a mop-up plan is not provided that ensures completion within the 24-hour period, the Government, when determined necessary, may immediately assume control of the project area and provide personnel and/or equipment to complete the work. In this event, the Contractor will be liable for the cost to the Government of performing mop-up.
- b. If prescribed fire is declared a wildland fire by the COR, the Government will immediately assume control of the project area. Following declaration of the wildland fire, Contractor's personnel shall be made available to the Government for fire suppression and will be paid at the applicable firefighting rates paid by the Government. See E.3.3 Additional Payment.

1452.237-71 UTILIZATION OF WOODY BIOMASS

1. The contractor may remove and utilize woody biomass if:
 - (a) Project work is progressing as scheduled; and
 - (b) Removal is completed before contract expiration.
2. To execute this option, the contractor must submit a written request to the Government.
3. Following receipt of the written request, and if appropriate, the Government and the contractor will negotiate and execute a separate timber/ vegetative sales contract. Payment under the timber/ vegetative sale contract must be at a price equal to or greater than the appraised value of the woody biomass. The contractor must make any appropriate payment specified in the related timber/ vegetative sales contract before removal may be authorized.
4. If required by law, regulation or Bureau policy, the Government will prepare a timber/ vegetative sales notice and/or prospectus, including volume estimates, appraised value and any appropriate special provisions.
5. The contractor must treat any woody biomass not removed in accordance with the specifications in the service contract.

6. The sales contract and service contract are severable; default or termination under either contract does not remove the contractor from payment or performance obligations under the other contract.

7. Definitions:

Timber/vegetative sales contract and/or notice means the agency-specific authorized contract instrument for the sale, barter, exchange, billing, or other compensation for the payment, removal, and/or transportation of woody biomass material.

Woody biomass means the trees and woody plants, including limbs, tops, needles, leaves, and other woody parts, grown in a forest, woodland, or rangeland environment, that are the by-products of management, restoration and/or hazardous fuel reduction treatment.

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 with 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 reperformance, 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 METHOD OF INSPECTION

E.1.1 All work included in the contract specifications shall be subject to inspections by the Government at periodic intervals during the performance of this contract. The Government will inspect units within 14 calendar days of receipt of the Contractor's request for inspection. Treatment inspections are for the sole benefit of the Government and shall not release the Contractor of the responsibility of providing quality control measures to assure that the work strictly complies with the contract requirements.

E.1.2 Inspection for Wildfire Hazard Reduction Treatments – Subitems:A, B, C, D,E, and F

- E.1.2.1 Inspections will be made on a series of 1/50th acre (16.7 feet radius) plots located at predetermined intervals across each work unit. Sufficient plots will be taken to obtain at least two percent sample of the work unit (i.e. one inspection plot per acre).
- E.1.2.2 Each inspection plot will be subdivided into four (4) equal quadrants beginning uphill or north depending on the slope. Each quadrant will be evaluated for compliance with all contract specifications. Quadrants meeting all contract specifications will receive 3 points. One point will be deducted from a quadrant for each contract violation found within the quadrant. Quadrants found with 3 or more contract violations will receive no points. If hand piles size minimums are not achieved and piles are within a 20 ft. radius of another pile, undersized piles will not be used to determine piles per acre. Undersized piles will be considered un-piled slash. All rework shall be initiated within seven (7) calendar days.

E.1.2.3 Work Quality Percentage

The Work Quality Percentage (WQP) is determined by dividing the total number of points earned by the total number of points possible (12 x number of plots taken). This rate multiplied by 100 equals the WQP.

EXAMPLE:

Number of plots inspected:	25
Total points possible (12 x 25):	300
Total points earned:	274
WQP: $(274 \div 300) \times 100 =$	91%

E.1.3 Subitem G - Fireline Construction and Maintenance; Subitem I - Fuels Pullback

Inspections will be made by the Government using a visual examination of the constructed fireline and the fuels pullback areas for compliance with all terms and specifications. If the work does not meet contract requirements, the Government will identify existing deficiencies in the fireline construction/maintenance and fuels pullback. All rework shall be made within seven (7) calendar days.

E.1.4 Subitem H - Prescribed Fire Plan Preparation

The portions of the Prescribed Fire Plan completed by the Contractor will be reviewed by the COR and District Fire Management Officer. Each individual unit plan will be reviewed for completeness, adherence to the burn objectives, ignition and holding, escape contingency, mop-up plan, adequacy of workforce and equipment, and safety measures. Contractor will be notified of deficiencies and will be given seven (7) working days to amend the plan.

- E.1.5 Subitems J, K, L and M - Prescribed Burn and Mop-up; Subitem N - Prescribed Fire Modules
- E.1.5.1 The COR and/or PI will be on site during burning operations (ignition and holding). The Contractor's activity will be monitored throughout the operation for compliance with the prescribed fire plan, daily shift plan, and that resource, prescribed fire, and smoke management objectives are being met. Compliance with the Prescribed Fire Plan and Daily Shift Plan will be required unless concurrence is obtained from the COR prior to deviating from the plan. A Notice of Noncompliance or Suspend Work Order will be issued for all other deviations from the Prescribed Fire Plan.
- E.1.5.2 The Government will inspect patrol and mop-up operations to determine compliance with the mop-up standards required for Subitems J, K, L and M for compliance with all specifications in C.5.15. The Government will inspect holding, mop-up or patrol operations in Subitem N to determine compliance with all specifications in C.5.15 and the Module(s) Daily Shift Plan objectives, standards, and assignments.
- E.1.5.3 100% inspection of the designated mop-up areas will be made by the Government either visually and/or with infrared-scan equipment to ensure that all burning material has been detected. The Contractor shall extinguish any burning material detected before final acceptance is made.
- E.1.6 Subitems N9 and N11 - Snag Felling and Tractor Operations - Inspections will be made by visual examination of the snags felled and tractor operation accomplishments. The Contractor will be given seven (7) working days to correct deficiencies. If the quality of work is not satisfactory, or snags are felled without authorization from the COR, the Contractor's right to proceed may be terminated.
- E.2.0 ACCEPTANCE
- E.2.1 Final acceptance of all items will be based upon satisfactory completion of the work in accordance with the specifications on a unit-by-unit basis for all items.
- E.2.2 Subitems A, B, C, D, E, and F - Wildfire Hazard Reduction Treatments
- E.2.2.1 Satisfactory Work - Acceptance of work will be based on compliance with all Section C.5.0 Specific Tasks that correspond to the treatment. A minimum acceptable quality level (AQL) of 90 percent is required.

- E.2.2.2 Unsatisfactory Work - If the work quality falls below 90 percent, the COR will immediately notify the Contractor in writing (a notice of non-compliance) and direct the Contractor to improve the quality of his work (an instruction to Contractor). If the quality of work is not raised to an acceptable level within 7 working days after written notification, the Contracting Officer may issue a Suspend Work Order to resolve the problem, during which time contract performance time will continue to run. If untreated or unsatisfactory treated areas are the primary reason for unsatisfactory work, the area shall be reworked to obtain satisfactory work quality.
- E.2.3 Subitem G, Fireline Construction and Maintenance; Subitem I- Fuels Pullback - Acceptance will be based on the inspection results of a visual examination of the project area.
- E.2.4 Subitem H - Prescribed Fire Plan Preparation - When a Prescribed Fire Plan is reviewed and is acceptable, the Plan will be signed by the District Fire Management Officer or designated Acting Officer. The Plan is then sent to the Area Manager or designated Acting Manager and returned to the COR for signature. The COR's signature on the plan will constitute acceptance.
- E.2.5 Subitems J, K, L and M - Prescribed Burn and Mop-up
- E.2.5.1 Acceptance of the burning and holding, mop-up or patrol will be made by the COR, if the Resource and Prescribed Fire Objectives are met, and the Contractor is in compliance with the specifications for satisfactory burning, holding, mop-up or patrol.
- E.2.5.2 Acceptance for Mop-up or Patrol will be based upon the results of an infra-red scan revealing no burning material, if requested by the Contractor or the Government; or by visual inspection by the Government. Acceptance may occur at anytime, starting from 0800 hour on the day following ignition. Acceptance will be made in writing by the Government.
- E.2.6 Subitem N - Prescribed Fire Modules
- E.2.6.1 Acceptance of ignition and holding assistance will be made by the COR, if the Contractor is in compliance with the specifications for satisfactory ignition and holding.
- E.2.6.2 Acceptance for mop-up or patrol will be based upon the results of an infra-red scan revealing no burning material, if requested by the Contractor or the Government; or by visual inspection by the Government.
- E.3.0 BASIS OF PAYMENT
- E.3.1 Method of Measurement

E.3.1.1 Subitems A, B, C, D, E, and F - Wildfire Hazard Reduction Treatments; Subitem I - Fuels Pullback; Subitems J, K, L and M - Prescribed Burn and Mop-up

- a. Acreage is measured on the horizontal plane.
- b. The Contractor may, at any time during the course of the contract, request remeasurement of any project area if he feels that the acreage stated in the contract is incorrect. If remeasurement indicates that a variance of 5% or less exists, the Contractor will pay for the actual cost of the remeasurement. Under this condition, payment for the project area will be made on the acreage stated in the contract. If remeasurement indicates the actual variance is greater than 5%, payment for the project area will be based on the remeasured acreage.

E.3.1.2 Subitem G - Fireline Construction and Maintenance - The quantities on the Schedule of Items are estimated. Fireline construction is measured on slope (linear) measured distance to the nearest foot.

E.3.1.3 Subitem H - Prescribed Fire Plan Preparation; Subitem N - Prescribed Fire Modules

- a. Prescribed Fire Plan Preparation is measured on an individual basis. Only whole, completed burn plans will be considered as items to be paid.
- b. Prescribed Fire Modules are measured on a Daily Rate. Daily Rate shall apply from the hours of 0001 thru 2400, regardless of number of hours worked. Daily Rate starts when Module(s) arrive at the predetermined work site or meeting location.
- c. Section C.5.14.3 payment adjustments: The 6-hour time factor for rapid response will be measured from the exact time the Contractor is orally requested to provide Module(s) until the exact time the ordered Module(s) are either orally canceled by the Government or arrive at the predetermined work site or meeting location.
- d. For Prescribed Fire Modules ordered under Subitem N, an additional payment will be made when the module(s) arrive at the predetermined work site or meeting location in less than the 6-hour response time. This additional payment will be the Daily Rate plus an additional percentage shown below.

<u>Rapid Response Arrival Time</u>	<u>Additional Payment Percent</u>
Less Than 2 Hours	25%
2 Hours to Less Than 4 Hours	15%
4 Hours to Less Than 6 Hours	5%
6 Hours and Greater	No Additional Compensation

- e. Cancellation of ordered services after arrival at the project or service of up to 3 hours after arrival at the project will result in the payment of 30 percent of the

Daily Rate for each Prescribed Fire Module. Services beyond 10 hours in a day will earn an additional 20 percent of the daily rate.

- E.3.1.4 Subitem N9 - Snag Felling - The quantities on the Schedule of Items are estimated. Snag felling is measured on a team hourly basis, beginning upon arrival at the unit, excluding lunch breaks and travel time, ending when work is completed. Time shall be rounded up to the nearest quarter hour. Times shall be recorded and submitted by the Contractor, subject to verification by the COR based on spot checks of snag felling in operation.
- E.3.1.5 Subitem N11 - Tractor Operations - The quantities on the Schedule of Items are estimated. Tractor operations is measured on an hourly basis, beginning upon arrival at the access point to the unit, excluding lunch breaks and travel time, ending when work is completed. Time shall be rounded up to the nearest quarter hour. Times shall be recorded and submitted by the Contractor, subject to verification by the COR based on spot checks of tractor operations.

E.3.2 Payment

- E.3.2.1 Subitems A, B, C, D, E, and F - Wildfire Hazard Reduction Treatments; Subitem I - Fuels Pullback; Subitems J, K, L and M - Prescribed Burn and Mop-up

Payment will be made at the level of difficulty and at the unit price on a per acre basis for the acreage shown on the schedule of items. Payment will not be made until at least 90% WQP is achieved. Full (100%) payment will be made for units achieving 90% WQP or better.

- E.3.2.2 Re-inspection – When units fall below the minimum WQP of 90%, rework will be required. When instructed by the COR, the contractor shall rework the unit one time for re-inspection by the Government. If the unit again fails, the contractor will be charged for all subsequent Government re-inspection costs.
- E.3.2.3 Subitem G - Fireline Construction and Maintenance - Payment will be made at the level of difficulty identified on the Schedule of Items at the unit price bid on a per linear foot basis for the actual number of linear feet of fireline constructed, maintained and accepted. If requested by the Contractor, fireline construction which precedes the holding/mop-up phases by more than 10 calendar days will be paid for separately.
- E.3.2.4 Subitem H - Prescribed Fire Plan Preparation - Payment will be made at the level of difficulty and unit price for each plan accepted.
- E.3.2.5 Subitem N1-N8 - Prescribed Fire Modules - Payment will be made at the level of difficulty and unit price for each module which completes acceptable work within the time periods in C.5.14.3.

E.3.2.6 Subitem N9 & N11 - Snag Felling and Tractor Operations - Payment will be made at the unit price bid on an hourly basis for the actual number of hours of services ordered and provided.

E.3.3 Additional Payment

E.3.3.1 Postburn - No additional payment will be made for fireline construction, holding, or mop-up on slopovers or spot fires when no wildland fire declaration is made. Furthermore, no additional payment will be made for slopovers, spot fires, or escapes that occur when failure to follow the prescribed fire plan caused or contributed to the slopover, spot fire, or wildland fire.

E.3.3.2 Escaped Fire Suppression When Prescribed Fire Plan Was Followed

- a. The Contractor's crew will be paid for escaped fire suppression at the wage rates shown in the current edition of the U.S. Department of Agriculture Pay Plan for Emergency Firefighters, Western Area.
- b. The Contractor will be paid for equipment used at the rates specified in Oregon/Washington Fire Fighting Equipment Rental Rates agreed upon by various Federal Agencies.
- c. A copy of the above rates will be furnished upon request at the District Office.

SECTION F - DELIVERIES OR PERFORMANCE

- F.1.0 The Contractor shall begin work within seven calendar days from the effective date of the Notice to Proceed for each task order and shall continue performance of the work under the contract without delay or interruption except for causes beyond his control as defined in the contract, or by the receipt of a "Suspend Work Order" issued by the Government. Failure to prosecute the work during prescribed burning conditions will be a basis for terminating the Contractor's right to proceed with the task order, unit, or subitem of work in accordance with the Default clause of the contract.
- F.2.0 All manual work, including fireline construction, slashing and hand piling shall be completed within 365 calendar days from effective date of the Notice to Proceed for each task order if the unit includes work under Subitems J, K, L, M or N.
- F.3.0 Prescribed Fire Plan Preparation shall be completed and submitted to the COR for review and acceptance no later than 30 calendar days prior to the projected date of ignition.
- F.4.0 Task orders may be placed throughout the contract at the prices listed on the Schedule of Items. The level of difficulty for each subitem of work ordered will be determined by the COR in accordance with the definitions in Section C. Performance time for Subitems J, K, L, M or N will be 365 calendar days from the date of the order provided that the units come into prescription, smoke management clearance is granted, and a decision is made by the BLM to allow burning. See Schedule of Items for performance time allowed for other Subitems. Performance time will be measured separately for each unit.

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

G.4.1 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.4.2 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.5.0 NOTICE TO PROCEED

G.5.1 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.5.2 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

As specified on the task order, work hours under this contract may be limited to the time between one-half hour before sunrise to one-half hour after sunset each day.

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/her 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.

H.8.0 OREGON FARM/FOREST LABOR CONTRACTOR'S LICENSE

If the State of Oregon requires an Oregon Farm/Forest Labor Contractor's License, then the contractor awarded this contract and all first-tier subcontractors shall be required to obtain and maintain, during the term of this contract, such a license. Contractors not having a current license will be required to furnish evidence of having obtained such license within ten (10) days after receipt of written notification of contract award. Failure to obtain, keep and maintain a current license during the term of this contract or the extension thereof shall be a basis for termination for default.

Information on obtaining this license may be obtained from:

Bureau of Labor and Industries
Wage and Hour Division
3865 Wolverine St. NE; E-1
Salem, OR 97305-1268

Contact: Licensing Unit
Telephone: (503) 373-1463
Fax: (503) 373-7636

H.9.0 IMPROPER DISPOSAL OF GOVERNMENT-FURNISHED MATERIAL

H.9.1 Improper disposal includes, but is not limited to, the wrongful ditching, hiding or burying of Government-furnished material (GFM). The Government may, by issuance of a written order, suspend the Contractor's right to proceed for improper disposal of GFM. The Contractor may be required to remove from the contract site any individuals involved in the improper disposal of GFM.

H.9.2 The Contractor will be charged for the actual costs of the improperly disposed GFM. The costs will be based on the current market value and any associated costs and appropriate action.

H.10.0 PERFORMANCE SECURITY

H.10.1 The successful offeror shall furnish to the Contracting Officer performance security on Standard Form (SF) 25 in an amount not less than 20 percent of the minimum guarantee not to exceed \$10,000. The security shall be submitted within ten (10) days after receipt of written notification of award.

H.10.2 Performance security may be in the form of a corporate or an individual surety, certified or cashier's check, bank draft, postal money order, irrevocable letter of credit, currency or certain bonds or notes of the United States.

H.10.3 Each corporate surety bond, executed by an agent or attorney-in-fact for a corporate surety, is required to have submitted with it a power of attorney specifically naming the agent or attorney-in-fact to represent the corporate surety. The power of attorney shall be executed upon a date reasonably proximate to the date of the bond or shall be

accompanied by a certification of the surety to the effect that the power of attorney was in full force and effect upon a date reasonably proximate to the date of the bond.

- H.10.4 Each individual surety shall be submitted in accordance with Clause 52.228-11, Pledge of Assets.
- H.10.5 Certified or cashier's checks, bank drafts, postal money orders, and certain bonds or notes of the United States shall be drawn payable to the Bureau of Land Management (BLM) and reference the applicable contract number. Securities or currency may be deposited by the BLM in the U.S. Treasury. Irrevocable letters of credit (ILC) shall be issued by a federally-insured financial institution in the name of the contracting agency and which identify the agency and solicitation or contract number for which the ILC is provided (see clause 52.228-14).
- H.10.6 Performance security shall be maintained through date of final payment, except for the security interest in the individual surety (lien on real property or personal property in escrow) and ILCs, which both shall be maintained for 90 days following final payment or until completion of any warranty period, whichever is later.
- H.11.0 TASK ORDER OMBUDSMAN

1510-52.216-70 - The task order contract ombudsman for this contract is: Stephanie Coleman, Bureau of Land Management, Oregon State Office (952), 333 S.W. First Ave., P.O. Box 2965, Portland, OR 97208; telephone number (503) 808-6216; facsimile number (503) 808-6312; and e-mail address scoleman@blm.gov. In accordance with FAR 16.505(b)(4), the ombudsman shall review complaints from contractors regarding contracts awarded under Solicitation Number HAR062005, Manual Fuels Treatments. Failure of an agency to follow ombudsman advice may result in termination of the agency's authority to place orders.

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)	
1452.228-70	Liability Insurance -- Department Of 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 from the date of contract award through five years thereafter.

(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 **\$50,000**, 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 **\$100,000**.
- (2) Any order for a combination of items in excess of **\$100,000**.

(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 August 30, 2013.

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

1452.228-70 LIABILITY INSURANCE -- DEPARTMENT OF INTERIOR (JUL 1996)

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

- \$500,000 each person
- \$500,000 each occurrence
- \$500,000 property damage

(b) Each policy shall have a certificate evidencing the insurance coverage. The insurance company shall provide an endorsement to notify the Contracting Officer 30 days prior to the effective date of cancellation or termination of the policy or certificate; or modification of the policy or certificate which may adversely affect the interest of the Government in such

insurance. The certificate shall identify the contract number, the name and address of the Contracting Officer, as well as the insured, the policy number and a brief description of contract services to be performed. The contractor shall furnish the Contracting Officer with a copy of an acceptable insurance certificate prior to beginning the work.

SECTION J - LIST OF ATTACHMENTS/EXHIBITS

PAGE

J-1	<u>WAGE DETERMINATION</u> CLASSIFICATION AND WAGES OF GOVERNMENT EMPLOYEES REGISTER OF WAGE DETERMINATIONS UNDER THE SERVICE CONTRACT ACT
J-2	PRESCRIBED FIRE PLAN - TABLE OF CONTENTS AND BLANK COPY
J-3	SOUTHERN OREGON VICINITY MAP
J-4	SAMPLE TASK ORDER
J-5	SAMPLE TASK ORDER PROJECT UNIT MAPS AND TREATMENT PRESCRIPTIONS
J-6	CONTRACTOR PERFORMANCE PROFILE
J-7	FIRE REQUIREMENTS PROCEDURES OUTLINE

SECTION J

Coos Bay, Eugene, Lakeview, Medford, Prineville and Roseburg

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>
Laborer WG-3	\$12.96	Life and Health
Foreman WL-3	\$14.25	Insurance partly paid
Truck Driver WG-5	\$15.08	by the Gov't
		- Retirement
		- Annual/Sick Leave

The classifications 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.

REGISTER OF WAGE DETERMINATIONS UNDER
THE SERVICE CONTRACT ACT

By direction of the Secretary of Labor

U.S. DEPARTMENT OF LABOR
EMPLOYMENT STANDARDS ADMINISTRATION

WAGE AND HOUR DIVISION
WASHINGTON, D.C. 20210

William W. Gross Division of Wage Wage Determination No: 1977-0079

Director Determinations Revision No: 33

Date Of Revision: 06/27/2005

State: Oregon

Area: Oregon Statewide

Fringe Benefits Required Follow the Occupational Listing

Employed on contract(s) for Forestry and Logging Services.

OCCUPATION CODE - TITLE MINIMUM WAGE RATE

08010 - Brush/Precommercial Thinner 13.54
08040 - Choker Setter 13.64
08070 - Faller/Bucker 24.09
08100 - Fire Lookout 13.09
08130 - Forestry Equipment Operator 15.82
08160 - Forestry/Logging Heavy Equipment Operator 15.82
08190 - Forestry Technician 17.45
08190 - Forestry Truckdriver 13.85
08250 - General Forestry Laborer 10.91

08280 - Nursery Specialist 18.14
08310 - Slash Piler/Burner 8.71
08340 - Tree Climber 8.71
08370 - Tree Planter 12.27
08400 - Tree Planter, Mechanical 12.27

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; and 3 weeks after 10 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)

** 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(s) and computes a proposed rate(s).
- 2) After contract award, the contractor prepares a written report listing in order proposed classification title(s), a Federal grade equivalency (FGE) for each proposed classification(s), job description(s), and rationale for proposed wage rate(s), 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.

Form 1510-60 December 1995	UNITED STATES DEPARTMENT OF THE INTERIOR BUREAU OF LAND MANAGEMENT CONTRACTOR PERFORMANCE PROFILE	<input type="checkbox"/> INTERIM <input type="checkbox"/> FINAL
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PART A - Administrative Data (to be completed by CO.)

1. Contractor Name:			
2. Address:		3. Telephone No.:	
4. Contract No.		5. Solicitation No.	
6. Project Title/Description:			
7. Location of Work :			
8. Project Inspector(s) (Name. Title. Office)			
9. C.O.R. (Name. Title. Office)			

PART B - Summary Performance Data (to be completed by C.O.R.)

10. Technical Performance (Check one)	E		G		A		M		P
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Narrative Support for Rating

11. Management Performance (Check one)		E		G		A		M		P
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Narrative Support for Rating

12. Administrati on Required (Check one)		More than Normal		Normal		Less than Normal
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Narrative Support for Rating

13. Extraordinary Actions

Completed by (Name and Title)			
Office:			
Signature:		Date:	
PART C - Contracting Officer's Statement			
14. Contract Award Date		15. Award Amount	
16. Final Amount		17. Contract Type	
18. Number		19. Contract Due Date	

of Modification s										
20. Actual Completion Date	21. FPDS Code									
22. Cost Performance (Check one)		E		G		A		M		P
Narrative Support for Rating										

Contracting Officer		Approved By	
	Signature and Date		Signature and Date

INSTRUCTIONS

Scope

The Contractor Performance Profile assists the Contracting Officer in making affirmative or negative determinations of contractor responsibility prior to the award of a contract. In addition, it can be used to evaluate past performance of contractors when definitive responsibility criteria are in the Evaluation and Award Criteria of solicitations. This data will also be a valuable source of information to support a Contracting Officer's negative determination of responsibility when requesting a certificate of competency from the Small Business Administration in accordance with FAR 19.602

Instructions for Completing Part B

(Other than self explanatory)

Items 10 through 13 in Part B represent ratings for the contractor in the areas of technical and management performance, administration required and extraordinary actions. It is recognized that the relative importance of these items will vary between projects. The letters in the matrix for Items 10 and 11 are defined below. These are only general definitions and considerable judgement must be exercised in their use. The narrative support for each rating must be supported by factual evidence documented throughout the performance of the contract. Use this space to provide narrative and cross-references to support the Summary Rating. Add any additional comments pertinent to the evaluation. Narrative support is particularly important when either extreme (positive or negative) of the Performance Profile is indicated in the technical or management areas. It is anticipated that most contractors' performance will fall in the good, average, or below average categories with progressively fewer examples encountered at either extreme of the ratings. The matrix definitions are as follows:

E (Excellent) - Contractor consistently exceeded contractual requirements particularly in key or crucial areas of work, most work performed ahead of schedule

G (Good) Contractor generally met and occasionally exceeded all important contractual requirements

A (Average) Contractor generally met all contractual requirements, deviations noted did not materially affect outcome of project. Work performed on schedule

M (Marginal) Contractor failed to meet some contractual objectives, most work performed was acceptable, but only after considerable administration efforts expended by the government. Contractor sometimes uncooperative or inefficient in resolving problems

P (Poor) Contractor failed to meet many contractual requirements, show cause or cure notice issued, contractor uncooperative, contractor consistently deviated from contract specifications, contractor may have been terminated for default

Elements to Consider When Completing Part B

The following items may be helpful in determining an accurate adjective rating for a contractor. These items will not be applicable to all projects, nor are the lists intended to be all inclusive

Technical (Item 10)

Extent of deviation from contract specifications or technical proposals
Quality of materials and workmanship
Degree of rework, reinspection required
Compliance with delivery schedule
Technical approach - thoroughness, problem sensitivity perseverance, quality and completeness of reports and data

Management (Item 11)

Adequacy of supervision of employees
Cooperation with COR and/or Project Inspector
Compliance with labor provisions and safety provisions
Adequacy of control over subcontractors, suppliers and consultants Capability of Project Manger and other key personnel

Administration, Required (Item 12)

The degree of administration required is another subjective entry. The major problem with completing this entry is determining what constitutes a normal level of administration for a project. Generally, if a number of Extraordinary Actions (see Item 13) were encountered during contract performance a "more than normal" rating would be applied to this item. A "more than normal" rating might also be justified where a contractor received a low rating in Item 11. Management and the government contract administration team assumed some of the contractor's management responsibilities in order to facilitate the successful completion of the project.

Extraordinary Actions (Item 13)

Extraordinary actions which occurred during performance of the contract such as termination for default, show cause letter, cure letter, claims, disputes, labor violations, EEO complaints, reinspection or rejection of work, cost overruns, liquidated actual damages, or other like items.

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.

J-6 CONTRACTOR PERFORMANCE PROFILE

Form 1510-60 December 1995	UNITED STATES DEPARTMENT OF THE INTERIOR BUREAU OF LAND MANAGEMENT CONTRACTOR PERFORMANCE PROFILE	<input type="checkbox"/> INTERIM <input type="checkbox"/> FINAL
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PART A. - Administrative Data (to be completed by CO.)

1. Contractor Name:			
2. Address:			
4. Contract No.		3. Telephone No.:	
5. Solicitation No.			
6. Project Title/Description:			
7. Location of Work :			
8. Project Inspector(s) (Name. Title. Office)			
9. C.O.R. (Name. Title. Office)			

PART B - Summary Performance Data (to be completed by C.O.R.)

10. Technical Performance (Check one)	<input type="checkbox"/>	E	<input type="checkbox"/>	G	<input type="checkbox"/>	A	<input type="checkbox"/>	M	<input type="checkbox"/>	P
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Narrative Support for Rating

11. Management Performance (Check one)	<input type="checkbox"/>	E	<input type="checkbox"/>	G	<input type="checkbox"/>	A	<input type="checkbox"/>	M	<input type="checkbox"/>	P
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Narrative Support for Rating

12. Administrati on Required (Check one)		More than Normal		Normal		Less than Normal
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Narrative Support for Rating

13. Extraordinary Actions

Completed by (Name and Title)			
Office:			
Signature:		Date:	
PART C - Contracting Officer's Statement			
14. Contract Award Date		15. Award Amount	
16. Final Amount		17. Contract Type	
18. Number		19. Contract Due Date	

of Modification s										
20. Actual Completion Date	21. FPDS Code									
22. Cost Performance (Check one)	<input type="checkbox"/>	E	<input type="checkbox"/>	G	<input type="checkbox"/>	A	<input type="checkbox"/>	M	<input type="checkbox"/>	P
Narrative Support for Rating										

Contracting Officer		Approved By	
	Signature and Date		Signature and Date

INSTRUCTIONS

Scope

The Contractor Performance Profile assists the Contracting Officer in making affirmative or negative determinations of contractor responsibility prior to the award of a contract. In addition, it can be used to evaluate past performance of contractors when definitive responsibility criteria are in the Evaluation and Award Criteria of solicitations. This data will also be a valuable source of information to support a Contracting Officer's negative determination of responsibility when requesting a certificate of competency from the Small Business Administration in accordance with FAR 19.602

Instructions for Completing Part B

(Other than self explanatory)

Items 10 through 13 in Part B represent ratings for the contractor in the areas of technical and management performance, administration required and extraordinary actions. It is recognized that the relative importance of these items will vary between projects. The letters in the matrix for Items 10 and 11 are defined below. These are only general definitions and considerable judgement must be exercised in their use. The narrative support for each rating must be supported by factual evidence documented throughout the performance of the contract. Use this space to provide narrative and cross-references to support the Summary Rating. Add any additional comments pertinent to the evaluation. Narrative support is particularly important when either extreme (positive or negative) of the Performance Profile is indicated in the technical or management areas. It is anticipated that most contractors' performance will fall in the good, average, or below average categories with progressively fewer examples encountered at either extreme of the ratings. The matrix definitions are as follows:

E (Excellent) - Contractor consistently exceeded contractual requirements particularly in key or crucial areas of work, most work performed ahead of schedule

G (Good) Contractor generally met and occasionally exceeded all important contractual requirements

A (Average) Contractor generally met all contractual requirements, deviations noted did not materially affect outcome of project. Work performed on schedule

M (Marginal) Contractor failed to meet some contractual objectives, most work performed was acceptable, but only after considerable administration efforts expended by the government. Contractor sometimes uncooperative or inefficient in resolving problems

P (Poor) Contractor failed to meet many contractual requirements, show cause or cure notice issued, contractor uncooperative, contractor consistently deviated from contract specifications, contractor may have been terminated for default

Elements to Consider When Completing Part B

The following items may be helpful in determining an accurate adjective rating for a contractor. These items will not be applicable to all projects, nor are the lists intended to be all inclusive

Technical (Item 10)

Extent of deviation from contract specifications or technical proposals
Quality of materials and workmanship
Degree of rework, reinspection required
Compliance with delivery schedule
Technical approach - thoroughness, problem sensitivity perseverance, quality and completeness of reports and data

Management (Item 11)

Adequacy of supervision of employees
Cooperation with COR and/or Project Inspector
Compliance with labor provisions and safety provisions
Adequacy of control over subcontractors, suppliers and consultants Capability of Project Manger and other key personnel

Administration, Required (Item 12)

The degree of administration required is another subjective entry. The major problem with completing this entry is determining what constitutes a normal level of administration for a project. Generally, if a number of Extraordinary Actions (see Item 13) were encountered during contract performance a "more than normal" rating would be applied to this item. A "more than normal" rating might also be justified where a contractor received a low rating in Item 11. Management and the government contract administration team assumed some of the contractor's management responsibilities in order to facilitate the successful completion of the project.

Extraordinary Actions (Item 13)

Extraordinary actions which occurred during performance of the contract such as termination for default, show cause letter, cure letter, claims, disputes, labor violations, EEO complaints, reinspection or rejection of work, cost overruns, liquidated actual damages, or other like items.

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.

