AWARD DATA

Orders May Be Placed Through 4/1/2010

Vascular Plant Surveys, 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.: HAC072H00

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

Contractor: Siskiyou BioSurvey LLC, 265 Ball Road, Eagle Point,
Oregon 97524, 541-826-6104

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

MOL is $100,000/task order
30-day MOL is $100,000

All amendments have been incorporated into text.

SECTION B - SCHEDULE OF ITEMS

This is a three-year indefinite-delivery, indefinite-quantity contract for vascular plant surveys primarily in southwestern Oregon. The quantities listed are the estimated survey acres anticipated to be ordered by the Bureau of Land Management (BLM) throughout the contract. In accordance with Department of the Interior and Related Agencies Appropriation Act, 2001, Public Law 106-291, Contracting Officers from the Bureau of Indian Affairs, Fish and Wildlife Service, National Park Service and USDA, Forest Service are authorized to issue task orders against this contract.

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

PERFORMANCE TIME FOR COMPLETION OF FIELD SURVEYS:

Subitem A: One (1) calendar day for each 40 acres
Subitem B: One (1) calendar day for each 40 acres
Subitem C: One (1) calendar day for each 30 acres
Subitem D: One (1) calendar day for each 30 acres
Subitem E: One (1) calendar day for each 30 sites

Performance time will be added for completion of reports (See Section F).

ESTIMATED START WORK DATE: April 15, 2007

ANNUAL ECONOMIC PRICE ADJUSTMENT

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

2nd Year 2%
3rd Year 2%

SCHEDULE OF ITEMS (continued)

EVALUATION FOR AWARD

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

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

TASK ORDERS

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

All task orders will be placed no later than three years from the date of contract award. Prices for the base year will be effective for one year from the date of contract award. Prices for subsequent years will be effective the first day after the anniversary date of contract award. The date of the order placed by the Government will determine the task order prices. The total value of all task orders of all awarded contracts will not exceed $500,000.

MINIMUM GUARANTEE

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

MAXIMUM TASK ORDER LIMITATION

The Contractor's maximum task order limitation is $100,000.00 (Insert task order limitation. Maximum is $25,000 if no amount is shown.).

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 limitation for a 30-calendar day period is $100,000.00 (Insert order limitation. Maximum is $50,000 if no amount is shown.)

SCHEDULE OF ITEMS (continued)

THIS PROCUREMENT IS SET ASIDE FOR SMALL BUSINESS CONCERNS.

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

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

SECTION C - SPECIFICATIONS APPLICABLE TO INDEFINITE-DELIVERY INDEFINITE-QUANTITY VASCULAR PLANT SURVEYS

C.1.0 GENERAL

C.1.1 Description of Work

C.1.1.1 The Bureau of Land Management (BLM) is acquiring vascular plant surveys on BLM lands. The work consists of collecting field data on vascular plant species on sites primarily located in southwestern Oregon.

C.1.1.2 The Contractor shall provide all services necessary to search for, locate and collect field data on 'A' List Special Status (SS) vascular plants – Federal Threatened, Endangered and Proposed; Survey and Manage A & C; Bureau Sensitive and Assessment; State Threatened and Endangered. Data shall also be collected for "noxious weeds" encountered during surveys. Incidental sightings of 'B' List SS vascular plants – Bureau Tracking and Medford Watch – discovered during surveys may also be documented. Surveys shall occur in a variety of habitats, including conifer forests (timber sale units), oak-pine savannas, oak woodlands, mixed hardwood-conifer woodlands, chaparral or grasslands (fuels treatment and grazing allotment units), or early-seral conifer plantations (silviculture units). See Section J for species lists.

C.1.1.3 Surveys shall be conducted between April 1 and July 31. Timing of field work shall take into consideration potential target species, elevation, seasonal climate, aspect, and habitat of each project area.

C.1.1.4 Survey Report forms furnished by the BLM shall be completed and unit summaries and species lists complied for all sections surveyed, whether or not SS plants are found. Document, flag, map, photograph and record GPS UTM coordinates for SS vascular plant populations discovered. Noxious weed populations encountered shall be mapped and described. (See Section C.5.0 for detailed description of field work and documentation requirements and Section J for sample forms.) A final report summarizing all SS and/or noxious weed populations found by species and number of sites shall be submitted upon completion of each task order.

C.1.2 Species Lists - The 2006 Survey and Manage/T&E/Bureau Special Status 'A' and 'B' Lists and noxious weeds list included in Section J will be updated yearly and provided to the Contractor. Some species may be dropped or added, but the lists will be comparable to those in Section J.

C.1.3 Except as otherwise specifically provided for in this contract, the Contractor shall not use for purposes other than the performance of this contract, nor shall the Contractor release, reproduce, distribute, or publish any data first produced in the performance of this contract, nor authorize others to do so, without written permission of the Contracting Officer (CO).

C.1.4 Location - The work will be performed primarily in southwestern Oregon, within 100 miles of the Medford District office. The specific location of sample projects are shown on the maps located in Section J. Not all unit boundaries will be physically identified on the ground. Much of the terrain is steep, has dense vegetation and can be difficult to walk through.

C.1.5 Access

C.1.5.1 Access will be by both gravel roads (improved) and dirt roads (unimproved) which may require four-wheel drive vehicles. Some units and portions of units do not have direct road access. Some roads or portions of roads may need to be accessed by foot. Standard access will include up to one-half mile travel to the unit boundary.

C.1.5.2 Contractors accessing project areas via private land shall obtain permission from the landowner to travel over private lands before proceeding to start work on any project unit accessed through private land. 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.1.5.3 Some project units may be beyond locked gates that may require a key for access. Gates with locks shall be locked immediately after entry or exit by the Contractor for each project unit. Keys will be issued to the Contractor by the Contracting Officer's Representative (COR) at the BLM, Medford District Office. The Contractor shall return all gate keys to the COR before final payment is made. The Contractor will be charged $30.00 for each key lost or returned in an unusable condition.

C.1.6 Pre-work Conferences - A pre-work conference will be held after contract award and prior to issuance of the first task order to ensure a clear understanding of the scope of the contract, the sequence of work, submission times for weekly progress reports, documentation requirements, inspection and payment schedules. Pre-work conferences will also be held prior to issuance of subsequent task orders, if deemed necessary. The Contractor will be notified in advance of the meeting time, date and place for pre-work conferences.

C.2.0 DEFINITIONS

Special Status Plants – 'A' List includes Federal Threatened, Endangered and Proposed; Bureau Sensitive and Assessment; Oregon State Endangered, Threatened and Candidate; and Survey and Manage category A and C vascular plants. The 'B' List includes Bureau Tracking and Medford Watch vascular plants. See Section J.

Intuitively Controlled Survey Method – Survey effort covers a representative cross section of all major habitats and topographic features including slopes, draws, benches, ridges, riparian or wet areas, rock outcrops and meadows and is

concentrated in areas of probable habitat of target species.

GPS - Global Positioning System

Base (reference, control) Station – A GPS receiver set up at a known location; that is, a point whose Universal Transverse Mercator (UTM) coordinates and elevation are known.

CEP (circular error probable, 2-dimensional) – statistical measure of accuracy. It implies the probability that 50% of the positions obtained will fall within a circle of the specified radius.

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

Universal Transverse Mercator (UTM) - A mapping coordinate grid system based upon one of many different mapping projections. The BLM in Western Oregon uses a projection in UTM Zone 10, US Datum of 1927 (CONUS NAD27). The data is displayed in meters easting and northing.

C.3.0 CONTRACTOR FURNISHED PROPERTY AND SERVICES

C.3.1 The Contractor shall furnish all labor, equipment, supervision, materials (except Government furnished items specified in C.4.0) and incidentals necessary to perform vascular plant surveys in accordance with the enclosed specifications, terms and conditions.

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

a. Compass with azimuth and declination setting.
b. A GPS unit and software capable of collecting UTM's within 150 feet accuracy.
. c. Wide-lined permanent markers for marking flagging in the field.
d. Hand lens (minimum magnification 10 X).
e. Hickman, J. (ed.), "The Jepson Manual: Higher Plants of California"
Abrams, "Illustrated Flora of the Pacific States"
Hitchcock & Cronquist, "Flora of the Pacific Northwest"
Munz & Keck, "A California Flora and Supplement"
Peck, "A Manual of the Higher Plants of Oregon",
or other references on appropriate flora required to accurately identify plants encountered during the inventory.
f. Digital or 35mm camera with 200 or 400 ASA film; minimum 12 exposures.
g. Fine-lined permanent marking pens for marking aerial photos, minimum of two colors.
h. Staple gun or hammer.
i. Additional color photo copies of aerial photos if needed (BLM provides one).

j. Additional copies of 1:12,000 topographical section maps if needed (BLM provides two).

C.4.0 GOVERNMENT FURNISHED PROPERTY AND SERVICES

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

a. District road maps and 1:12,000 scale topographic maps of project areas.
b. Aerial photos or color copies of aerial photos.
c. Flagging for marking survey lines and populations of special status plants.
d. Paper copies and Word Perfect compatible disk of Special Status Plant Survey Report Form and Special Status Plant Report Form.
e. Medford District Special Status Plant Lists ('A' and 'B').
f. Medford District Noxious Weeds list.
g. Access to Soil Survey of Jackson County Area, Oregon, USDA Soil Conservation Service.
h. Access to Keys of the Field Guide to the Forested Plant Associations of Southwestern Oregon.
i. Plant site signs.

C.4.2 The Contractor shall be liable for all loss or damage of such Government-furnished property until completion and final acceptance of work required under this contract. All items will be available from the COR.

C.5.0 SPECIFIC TASKS

C.5.1 <u>Field Work</u>

C.5.1.1 *Timing of Surveys*: Fieldwork shall be conducted during the stage of phenological development that assures visibility of characteristics necessary for accurate identification of Special Status (SS) plant species. April 1 to July 31 should normally encompass the time period in which identification of SS plants is possible. Two or more entries into portions of the lands proposed for botanical inventory may be required in order to identify the SS and/or noxious weed species likely to occur during their flowering periods. Timing of surveys shall consider potential target species, seasonal climate, elevation, aspect and habitat for each project area.

C.5.1.2 *Target Species*: Searches for 'A' List species (Federal Threatened, Endangered and Proposed; Survey and Manage; Bureau Special Status Sensitive and Assessment) shall be conducted using the Intuitively Controlled Survey Method. Units shall be surveyed by walking routes that cover a representative cross section of all major topographic (slopes, draws, benches, ridges) and special features of each parcel (serpentine, wet areas, rock out crops, riparian areas, etc.). Upon arrival in an area of high potential habitat, a complete survey for the target species shall be made. 'B' List species (Bureau Tracking and Medford Watch) shall also be documented if

encountered during surveys for ‘A’ List species.

C.5.1.3 Units where boundaries are not clearly identified on the ground shall be surveyed by approximating the boundary location from Government provided maps and photos.

C.5.1.4 Double strands of route flagging shall be hung at the beginning and end of each route. Single strands shall be hung A) every 100 feet or B) within plain sight of the previous flag along the survey line to show the route taken while conducting the survey. Accurately depict the survey route on a separate topographic section map. When contours of the land and/or dense vegetation reduce easy visibility, flagging shall be hung at whatever intervals are needed to follow the survey lines. Route flagging shall be of the color designated by the Government for this purpose.

C.5.1.5 When ‘A’ or ‘B’ List SS vascular plant species are discovered:

a. When Special Status and T & E species are found, the population boundaries shall be clearly delineated with flagging of designated color provided (yellow/black striped). Single plants or a small concentration shall be marked with a piece of long, doubled flagging as close to the plant(s) as possible. Sites with plants over a small population area (less than 30 feet radius) shall be double flagged in the center of the population with at least four single flags marking the population boundaries. Larger populations (but less than 100 feet in diameter) shall also be double flagged in a central location with enough single flags hung to be easily seen from adjacent flags. In some cases, extremely large populations of greater than 100’ shall be outlined on maps and aerial photos with double flagging hung in the vicinity of the population center.

b. Label the central flagging from the knot down on the upper end of the flag, using a wide-tipped permanent black marker. Include the plant code (NRCS), date, site number and surveyor’s initials. Clearly number and label multiple sightings of one species within one unit or proposed project area as 1, 2, 3, etc. When multiple flagging is hung at a site, label the center flag with all required information and at least some of the additional flags with the species name or code and the site number.

c. Photograph SS species found. Take at least one photograph of the plant itself and at least one photograph of the general habitat where it is located. The habitat photograph shall be taken after identifying flagging has been hung. Each photograph shall be labeled with the township, range, section, quarter section, plant found, site number, date and surveyor’s name.

d. Complete a Special Status Plant Site form.

e. Mark site on topographic map and aerial photo. The site number on the flagging shall match that on the site form, topographical map and aerial photo.

f. Collect UTM coordinates at the site and record on the site form. Indicate the type of GPS equipment used on the site form (e.g. Trimble GeoExplorer 3). The GPS point data shall be accurate to within 150 feet. The accuracy level shall be recorded on the site form if provided on the GPS unit (e.g. accurate within 50 feet). The PDOP value should remain below eight unless insufficient satellites are detected. No more than 15 minutes total is required at any site to collect GPS point data. If, after this time, insufficient satellites are detected, try off-setting the location to an area where adequate satellites are detected and record the distance and azimuth to the site. If insufficient satellites are detected after 15 minutes at the offset location, no further attempts are required and the mapped location will be accepted.

The GPS equipment should be programmed at the following settings:

Coordinates:	UTM
Zone:	10 North
Datum:	N-Am. 1927 CONUSmv
Units:	Meters

g. Post Plant Site signs on the nearest live tree to the center of the population. Attach signs 5-6 feet above the ground using a staple hammer or staple gun. Hang enough signs around the perimeter of the tree so that at least one is visible from every direction (e.g. attach three signs around a medium-size tree and four signs around a large tree). Write the species name code (e.g. CYMO2 for *Cypripedium montanum*), site #, date and surveyor's initials on at least one sign per site and indicate the azimuth and number of feet to the nearest SS plant.

h. Flag a route with route flagging from the site to the nearest road or easily locatable reference point (e.g. stand edge, section line). Hang two strands of route flagging at the reference point and label with the species name code, site #, and azimuth and distance to the site.

C.5.2 Compile a species list by section of all plants encountered during the surveys. Indicate the habitat type if species are found only in special habitats, such as riparian areas or rock outcrops. The species list shall include a heading on each page with: 1) project name, 2) legal description, 3) unit number, 4) survey date, and 5) Contractor's name. See Section J for sample list.

C.5.3 When noxious weed populations are encountered in a given section, complete the following:

a. Indicate the extent of the population on a separate topographical map and aerial photo.

b. Complete a Noxious Weed Site Report Form (see Section J) with the following data for each species and population:

1) species name
2) approximate area in square feet
3) percent cover
4) survey date

If there are multiple sites in a section, number sites on map and record data collected on a separate page.

c. Hand-pull the small documented populations of Scotchbroom, Knapweed, Bull/Canadian Thistle, Tansy Ragwort and Starthistle that are found within units surveyed. A small population is defined, for purposes of this contract, as;
   A) Any noxious weed population (of the abovementioned species) that can be pulled within 0-15 minutes with a high probability of successfully removing the underground root system, or,
   B) Scotchbroom: 1-25 plants with a stalk less than 0.75 inches in diameter (measured at base).
   Knapweed: 1-25 plants.
   Bull/Canadian Thistle: 1-30 plants.
   Tansy Ragwort: 1-30 plants.
   Starthistle: All plants within a 300 square feet area.

C.5.4 <u>Documentation</u>

C.5.4.1 All field work shall be fully documented. For inspection purposes, brief bi-weekly progress reports on work completed to date, including maps with the locations of any noxious weed and special status plant species found shall be submitted to the COR. The day and time for submittal of progress reports will be established at the pre-work conference.

C.5.4.2 The following documentation is required for each section completed (sample forms in Section J):

a. Completed Special Status Plant Survey Report.
b. Completed Special Status Plant Report form for each SS vascular plant found and a topographical map with that site only marked on it.
c. Topographical map showing survey routes.
d. Separate topographical map and aerial photo showing all SS plant locations if found.
e. Separate topographical map and aerial photo showing noxious weed population locations and data if found.
f. Species list (hard copy and on disk) of all plants encountered during the survey (see sample in Section J for format).
g. A unit summary including information on unit topography, vegetation, apparent history (e.g. burned, logged), weeds, management effects, SS plants and habitats, and other observations.
h. Photographs for any SS vascular plants found.

C.5.4.3 Review and edit all forms and maps prior to submitting to the COR to ensure that all required forms are properly completed and all information submitted is legible.

C.5.4.5 A summary report of contract work and resultant findings shall be submitted to the COR. This report shall list the SS and/or noxious weed populations found by species and indicate how many sites were found for each one.

C.5.5 Special Status Plant Collection

C.5.5.1 First time encounters of noxious weeds or SS plant species may require collection of plant material for accurate identification. Collection of SS plant species shall be made only when the population can withstand a reduction in its numbers. The minimum number of plants in a population which can withstand a reduction shall be twenty or more. No collection shall be made in populations of less than twenty without the authorization of the COR or of Threatened, Endangered or Proposed species.

C.5.5.2 All voucher collections shall be pressed and dried to herbarium standards as described in Vascular Plant Taxonomy by Dirk R. Walters and David J. Keil with labels bearing survey unit name, unit number, township, range, section, species name and date collected. Voucher specimens shall be delivered to the COR with the bi-weekly progress report and no later than submission of the final invoice.

SECTION E - INSPECTION AND ACCEPTANCE

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

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

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

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

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

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

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

E.1.0 INSPECTION

E.1.1 <u>Field Survey</u>

E.1.1.1 The COR or Project Inspector (PI) will inspect a randomly selected 10% or more of the areas where surveys have been completed.

E.1.1.2 The COR or PI will walk through the surveyed areas evaluating: (1) if a representative cross section of the unit was surveyed and all unique habitat features were surveyed as specified in C.5.0, and (2) that no noxious weeds or SS plants were overlooked.

E.1.1.3 All areas with positive sightings will be inspected.

E.1.2 All documentation of completed surveyed areas shall be submitted to the COR at the appointed time. The COR will inspect all documentation for legibility and consistency in reporting style.

E.2.0 ACCEPTANCE

E.2.1 Field Survey

E.2.1.1 Field surveys shall be sufficient to satisfy all requirements as specified in C.5.0 Specific Tasks.

E.2.1.2 The Contractor shall rework any area or portion thereof that does not meet the terms of the contract. If the inspection reveals the need for rework, the COR will notify the Contractor immediately in writing. All rework must be completed prior to proceeding to new areas.

E.2.2 Documentation

E.2.2.1 All required documentation shall be sufficient to satisfy all requirements as specified in C.5.0 Specific Tasks. Any submittals not meeting these requirements will be returned and shall be re-done.

E.2.2.2 Documentation must be submitted within the timeframes delineated on each task order. If paperwork not turned in by the established due date, the Contractor may be issued a Notice of Non-Compliance. If the Contractor fails to submit paperwork within an established timeframe (typically one or two weeks from the date of Non-Compliance issuance), the task order may be terminated for default.

E.3.0 PAYMENT

E.3.1 Payment will be made for the number of acres completed and accepted at the unit price as stated in each task order. A mutually agreed upon schedule for periodic payments will be arranged at the pre-work conference.

E.3.2 Final payment under the contract will not be made until all Government-furnished property not utilized during performance of the contract has been returned as directed by the COR.

E.3.3 Measurement of Survey Areas - Survey area acreage is determined by digitizing proposed units from hand drawn maps into an ArcView GIS program. Acreages are then calculated by ArcView.

E.3.4 Re-measurement of Survey Areas

E.3.4.1 The Contractor may, at any time during the course of the contract, request in writing to the CO re-measurement of any survey area if they think that the acreage stated in the task order and on the project maps is incorrect.

E.3.4.2 If re-measurement indicates that a variance of 5% or less exists, the Contractor shall pay for the actual cost of the re-measurement. Payment will be based on the acreage stated in the task order.

E.3.6.3 If re-measurement indicates that the actual acreage variance is more than 5% of that shown in the task order, payment will be based on the re-measured acreage. The cost for re-measurement will be incurred by the Government.

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

Bureau of Land Management
Glendale Resource Area
2164 NE Spaulding Avenue
Grants Pass, Oregon 97526-4811

SECTION F - DELIVERIES OR PERFORMANCE

F.1.0 TASK ORDERS

Task orders may be placed throughout the contract by the CO at the prices listed on the Schedule of Items. COs for agencies identified on the Schedule of Items may also place orders. The CO will consider price and past performance on this and previous contracts in determining placement of task orders. When past performance histories of awarded Contractor are considered relatively close, price will be a major selection factor.

F.2.0 PERFORMANCE TIME

The Contractor shall begin work within five (5) calendar days from the effective date of the Notice to Proceed (NTP) for each task order issued. The Contractor shall continue performance of the work under the task order without delay or interruption except by causes beyond his control as defined by contract clauses, or by the receipt of a "Suspend Work Order" issued by the Government. Failure to do so may be cause for action under the "Default" clause. The Contractor shall complete all work required within the time specified in the task order.

F.3.0 PROGRESS PLAN

F.3.1 At the task order pre-work conference, the Contractor shall provide to the COR a written “work progress plan” that details his proposed work force and schedule to provide for orderly completion of the work within the task order performance time. This work schedule must be acceptable to the Government. At a minimum, the schedule should reflect a work progress rate equal to the available amount of task order performance time. The unit sequence work schedule will be determined by the COR at the pre-work conference and may be subject to change because of normal variations in weather conditions at no change in task order performance time or price.

F.3.2 The field surveys shall be completed within the number of calendar days as indicated in each task order, from the effective date of the NTP.

F.3.3 The final report shall be submitted to the COR within 30 calendar days from the end of the performance time allowed for completion of all field surveys, as indicated in each task order.

SECTION G - CONTRACT ADMINISTRATION DATA

G.1.0 CONTRACTING OFFICER'S REPRESENTATIVE DEFINITION

The “Contracting Officer’s Representative (COR)” is the on-the-ground administrator for the Contracting Officer.

G.2.0 PROJECT INSPECTOR DEFINITION

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

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

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

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

G.4.0 NOTICE TO PROCEED

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

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

SECTION H - SPECIAL CONTRACT REQUIREMENTS

H.1.0 WORK HOURS

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

H.2.0 PROSECUTION OF THE WORK

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

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

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

H.3.0 ENVIRONMENTAL INTERRUPTION OF WORK

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

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

H.4.0 PRESERVATION OF HISTORICAL AND ARCHEOLOGICAL RESOURCES

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

H.5.0 SUBCONTRACTS

If the Contractor desires to subcontract any work under the contract, it shall obtain the Contracting Officer's written consent before the subcontractor begins work on the project. The request to subcontract shall contain the following information:

a. Name of subcontractor

b. A brief statement of qualifications

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

H.6.0 RESTORATION OF RESOURCES

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

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

H.7.0 FIRE DANGER SEASON

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

H.8.0 IMPROPER DISPOSAL OF GOVERNMENT-FURNISHED MATERIAL

H.8.1 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.8.2 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.

H.9.0 TASK ORDER OMBUDSMAN

1510-52.216-70 Task Order Ombudsman

The task order contract ombudsman for this contract is: Stephanie Coleman, Bureau of Land Management, Oregon State Office (952), 333 S.W. First Avenue, P.O. Box 2965, Portland, OR 97208; telephone number (503) 808-6216; facsimile number (503) 808-6312; and e-mail address stephanie_coleman@or.blm.gov. In accordance with FAR 16.505(b)(4), the ombudsman shall review complaints from contractors regarding contracts awarded under Solicitation Number HAR072008, Vascular Plant Survey, IDIQ. 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 2005-12)
*** 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)	(SEPT 2005)
52.204-4	Printed or Copied Double-Sided on Recycled Paper	(AUG 2000)
52.204-7*	Central Contractor Registration	(JULY 2006)
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 – Uniform Contract Format	(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	(OCT 2004)
52.215-16	Facilities Capital Cost of Money	(JUN 2003)
52.215-18	Reversion or Adjustment of Plans for Postretirement Benefits (PRB) Other Than Pensions	(JUL 2005)
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	(JUL 2005)
52.222-21	Prohibition of Segregated Facilities	(FEB 1999)
52.222-26	Equal Opportunity	(APR 2002)
52.222-35	Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era and Other Eligible Veterans	(DEC 2001)
52.222-36	Affirmative Action for Workers with Disabilities	(JUN 1998)

52.222-37	Employment Reports on Special Disabled Veterans, Veterans of the Vietnam Era and Other Eligible Veterans	(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)	
52.222-50	Combating Trafficking in Persons	(APR 2006)	
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	(FEB 2006)	
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 bonds 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)	
52.232-1*	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 -- Alternate I (APR 1984)	(AUG 1987)
52.244-6	Subcontracts for Commercial Items	(FEB 2006)
52.245-4	Government-Furnished Property (Short Form)	(JUN 2003)
52.246-25	Limitation of Liability - Services	(FEB 1997)
52.248-1	Value Engineering	(FEB 2000)
52.249-4*	Termination for Convenience of the Government (Services) (Short form)	(APR 1984)
52.249-8*	Default (Fixed-Price Supply and Service)	(APR 1984)
52.252-2*	Clauses Incorporated by Reference	(FEB 1998)
52.253-1	Computer Generated Forms	(JAN 1991)
1452.203-70	Restriction on Endorsements - Department of the Interior	(JUL 1996)

SECTION I - CONTRACT CLAUSES

52.202-1 DEFINITIONS (JUL 2004)

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

(1) The solicitation, or amended solicitation, provides a different definition;

(2) The contracting parties agree to a different definition;

(3) The part, subpart, or section of the FAR where the provision or clause is prescribed provides a different meaning; or

(4) The word or term is defined in FAR Part 31, for use in the cost principles and 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://www.acqnet.gov at the end of the FAR, after the FAR Appendix.

52.204-7 CENTRAL CONTRACT REGISTRATION (JULY 2006)

(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, to include validation of the Taxpayer Identification Number (TIN) with the Internal Revenue Service (IRS), and has marked the record "Active". The Contractor will be required to provide consent for TIN validation to the Government as a part of the CCR registration process.

(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 for three years from the date of award.

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

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

52.216-19 ORDER LIMITATIONS (OCT 1995)

(a) Minimum order. When the Government requires supplies or services covered by this contract in an amount of less than $20,000, 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 (See Schedule)
(2) Any order for a combination of items in excess of (See Schedule).

(3) A series of orders from the same ordering office within 180 calendar 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 Order Limitations clause or in the Schedule, there is no limit on the number of orders that may be issued. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.

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

52.219-14 LIMITATIONS ON SUBCONTRACTING (DEC 1996)

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

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

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

(2) *Supplies (other than procurement from a nonmanufacturer of such supplies)*. The concern shall perform work for at 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.nlrb.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 required on Schedule of Items.)

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

(b) The bidder 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 bidders as soon as practicable after the opening of bids; and

(2) To the successful bidder upon execution of contractual documents and bonds (including any necessary coinsurance or reinsurance agreements), as required by the bid as accepted.

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

(d) If the successful bidder, upon acceptance of its bid 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 bidder, the Contracting Officer may terminate the contract for default.

(e) In the event the contract is terminated for default, the bidder is liable for any cost of acquiring the work that exceeds the amount of its bid, 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 owners; 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 (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) Certain food products and other payments.

(i) Due dates on Contractor invoices for meat, meat food products, or fish; perishable agricultural commodities; and dairy products, edible fats or oils, and food products prepared from edible fats or oils are—

(A) For meat or meat food products, as defined in section 2(a)(3) of the Packers and Stockyard Act of 1921 (7 U.S.C. 182(3)), and as further defined in Pub. L. 98-181, including any edible fresh or frozen poultry meat, any perishable poultry meat food product, fresh eggs, and any perishable egg product, as close as possible to, but not later than, the 7th day after product delivery.

(B) For fresh or frozen fish, as defined in section 204(3) of the Fish and Seafood Promotion Act of 1986 (16 U.S.C. 4003(3)), as close as possible to, but not later than, the 7th day after product delivery.

(C) For perishable agricultural commodities, as defined in section 1(4) of the Perishable Agricultural Commodities Act of 1930 (7 U.S.C. 499a(4)), as close as possible to, but not later than, the 10th day after product delivery, unless another date is specified in the contract.

(D) For dairy products, as defined in section 111(e) of the Dairy Production Stabilization Act of 1983 (7 U.S.C. 4502(e)), edible fats or oils, and food products prepared from edible fats or oils, as close as possible to, but not later than, the 10th day after the date on which a proper invoice has been received. Liquid milk, cheese, certain processed cheese products, butter, yogurt, ice cream, mayonnaise, salad dressings, and other similar products, fall within this classification. Nothing in the Act limits this classification to refrigerated products. When questions arise regarding the proper classification of a specific product, prevailing industry practices will be followed in specifying a contract payment due date. The burden of proof that a classification of a specific product is, in fact, prevailing industry practice is upon the Contractor making the representation.

(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*.

(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 payme*n*t*. 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 certified. 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 $100,000 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 $100,000, 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 alternative dispute 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 that 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 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 worksite a competent superintendent who is satisfactory to the Contracting Officer and has authority to act for the Contractor.

52.236-7 PERMITS AND RESPONSIBILITIES (NOV 1991)

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 - ALTERNATE I (APR 1984) (AUG 1987)

(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) of this clause, 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 paragraph (a)(2) of this clause); or

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

(2) The Government's right to terminate this contract under subdivisions (a)(1)(ii) and (1)(iii) of this clause, 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/these address(es): http://www.arnet.gov/far, http://www.doi.gov/pam/aindex.html.

SECTION J - LIST OF ATTACHMENTS/EXHIBITS

J-1	WAGE DETERMINATION
	CLASSIFICATION AND WAGES OF GOVERNMENT EMPLOYEES
	REGISTER OF WAGE DETERMINATIONS UNDER THE SERVICE CONTRACT ACT
J-2	FIRE REQUIREMENTS PROCEDURES OUTLINE
J-3	SAMPLE TASK ORDER
J-4	SAMPLE TASK ORDER VICINITY MAP
J-5	SAMPLE TASK ORDER PROJECT UNIT MAP
J-6	LIST OF SPECIAL STATUS PLANT SPECIES
J-7	LIST OF NOXIOUS WEEDS
J-8	SAMPLE FORMS Special Status Plant Survey Report Special Status Plant Site Report Section Species List Noxious Weed Site Report Form

SECTION J

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

CLASSIFICATION AND WAGES OF GOVERNMENT EMPLOYEES

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

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

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

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

05-2439 OR,EUGENE

WAGE DETERMINATION NO: 05-2439 REV (02) AREA: OR,EUGENE

HEALTH AND WELFARE LEVEL - INSURANCE ONLY **OTHER WELFARE LEVEL WD:05-2440

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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 Director Division of Wage Determinations	Wage Determination No.: 2005-2439 Revision No.: 2 Date Of Revision: 09/12/2006

State: Oregon

Area: Oregon Counties of Benton, Coos, Crook, Curry, Deschutes, Douglas, Jackson, Jefferson, Josephine, Klamath, Lake, Lane, Lincoln, Linn

Fringe Benefits Required Follow the Occupational Listing

OCCUPATION CODE - TITLE	MINIMUM WAGE RATE
01000 - Administrative Support And Clerical Occupations	
01011 - Accounting Clerk I	11.76
01012 - Accounting Clerk II	13.43
01013 - Accounting Clerk III	15.02
01020 - Administrative Assistant	18.22
01040 - Court Reporter	14.71
01051 - Data Entry Operator I	10.56
01052 - Data Entry Operator II	11.61
01060 - Dispatcher, Motor Vehicle	15.36
01070 - Document Preparation Clerk	11.30
01090 - Duplicating Machine Operator	11.30
01111 - General Clerk I	10.98
01112 - General Clerk II	12.32
01113 - General Clerk III	13.83
01120 - Housing Referral Assistant	16.39
01141 - Messenger Courier	10.99
01191 - Order Clerk I	11.25
01192 - Order Clerk II	14.27
01261 - Personnel Assistant (Employment) I	13.42
01262 - Personnel Assistant (Employment) II	14.69
01263 - Personnel Assistant (Employment) III	16.07
01270 - Production Control Clerk	16.56
01280 - Receptionist	11.79
01290 - Rental Clerk	11.70
01300 - Scheduler, Maintenance	13.15
01311 - Secretary I	13.15
01312 - Secretary II	14.71
01313 - Secretary III	16.39
01320 - Service Order Dispatcher	13.68

01410 - Supply Technician	18.22
01420 - Survey Worker	12.77
01531 - Travel Clerk I	11.88
01532 - Travel Clerk II	12.86
01533 - Travel Clerk III	13.84
01611 - Word Processor I	11.75
01612 - Word Processor II	13.19
01613 - Word Processor III	15.23
05000 - Automotive Service Occupations	
05005 - Automobile Body Repairer, Fiberglass	22.45
05010 - Automotive Electrician	16.52
05040 - Automotive Glass Installer	15.39
05070 - Automotive Worker	15.75
05110 - Mobile Equipment Servicer	13.88
05130 - Motor Equipment Metal Mechanic	17.28
05160 - Motor Equipment Metal Worker	15.75
05190 - Motor Vehicle Mechanic	17.28
05220 - Motor Vehicle Mechanic Helper	13.08
05250 - Motor Vehicle Upholstery Worker	14.97
05280 - Motor Vehicle Wrecker	15.75
05310 - Painter, Automotive	17.76
05340 - Radiator Repair Specialist	15.75
05370 - Tire Repairer	11.59
05400 - Transmission Repair Specialist	17.28
07000 - Food Preparation And Service Occupations	
07010 - Baker	11.23
07041 - Cook I	9.78
07042 - Cook II	10.84
07070 - Dishwasher	8.09
07130 - Food Service Worker	8.76
07210 - Meat Cutter	14.77
07260 - Waiter/Waitress	8.98
09000 - Furniture Maintenance And Repair Occupations	
09010 - Electrostatic Spray Painter	13.76
09040 - Furniture Handler	10.59
09080 - Furniture Refinisher	13.76
09090 - Furniture Refinisher Helper	11.14
09110 - Furniture Repairer, Minor	12.48
09130 - Upholsterer	13.76
11000 - General Services And Support Occupations	
11030 - Cleaner, Vehicles	9.85
11060 - Elevator Operator	9.66
11090 - Gardener	13.50
11122 - Housekeeping Aide	9.66
11150 - Janitor	10.65
11210 - Laborer, Grounds Maintenance	11.27
11240 - Maid or Houseman	8.57
11260 - Pruner	10.35
11270 - Tractor Operator	12.91
11330 - Trail Maintenance Worker	11.27
11360 - Window Cleaner	11.45
12000 - Health Occupations	
12010 - Ambulance Driver	15.82
12011 - Breath Alcohol Technician	15.33
12012 - Certified Occupational Therapist Assistant	21.04
12015 - Certified Physical Therapist Assistant	21.04
12020 - Dental Assistant	16.18
12025 - Dental Hygienist	35.27
12030 - EKG Technician	23.30
12035 - Electroneurodiagnostic Technologist	23.30
12040 - Emergency Medical Technician	15.82

12071 - Licensed Practical Nurse I	13.33
12072 - Licensed Practical Nurse II	14.96
12073 - Licensed Practical Nurse III	17.10
12100 - Medical Assistant	14.59
12130 - Medical Laboratory Technician	13.73
12160 - Medical Record Clerk	13.59
12190 - Medical Record Technician	15.55
12195 - Medical Transcriptionist	13.71
12210 - Nuclear Medicine Technologist	33.71
12221 - Nursing Assistant I	9.12
12222 - Nursing Assistant II	10.26
12223 - Nursing Assistant III	11.20
12224 - Nursing Assistant IV	12.57
12235 - Optical Dispenser	13.87
12236 - Optical Technician	11.85
12250 - Pharmacy Technician	13.03
12280 - Phlebotomist	13.59
12305 - Radiologic Technologist	22.69
12311 - Registered Nurse I	19.07
12312 - Registered Nurse II	23.33
12313 - Registered Nurse II, Specialist	23.33
12314 - Registered Nurse III	28.24
12315 - Registered Nurse III, Anesthetist	28.24
12316 - Registered Nurse IV	33.83
12317 - Scheduler (Drug and Alcohol Testing)	19.00
13000 - Information And Arts Occupations	
13011 - Exhibits Specialist I	17.37
13012 - Exhibits Specialist II	21.38
13013 - Exhibits Specialist III	24.81
13041 - Illustrator I	17.37
13042 - Illustrator II	21.31
13043 - Illustrator III	24.59
13047 - Librarian	22.72
13050 - Library Aide/Clerk	13.68
13054 - Library Information Technology Systems Administrator	21.52
13058 - Library Technician	15.38
13061 - Media Specialist I	13.71
13062 - Media Specialist II	15.33
13063 - Media Specialist III	17.10
13071 - Photographer I	14.61
13072 - Photographer II	16.69
13073 - Photographer III	19.44
13074 - Photographer IV	22.35
13075 - Photographer V	27.06
13110 - Video Teleconference Technician	13.35
14000 - Information Technology Occupations	
14041 - Computer Operator I	13.89
14042 - Computer Operator II	15.53
14043 - Computer Operator III	17.32
14044 - Computer Operator IV	19.25
14045 - Computer Operator V	21.31
14071 - Computer Programmer I (1)	16.13
14072 - Computer Programmer II (1)	20.00
14073 - Computer Programmer III (1)	24.46
14074 - Computer Programmer IV (1)	27.62
14101 - Computer Systems Analyst I (1)	23.45
14102 - Computer Systems Analyst II (1)	27.62
14103 - Computer Systems Analyst III (1)	27.62
14150 - Peripheral Equipment Operator	12.98
14160 - Personal Computer Support Technician	24.02
15000 - Instructional Occupations	

15010 - Aircrew Training Devices Instructor (Non-Rated)	20.94
15020 - Aircrew Training Devices Instructor (Rated)	27.62
15030 - Air Crew Training Devices Instructor (Pilot)	30.38
15050 - Computer Based Training Specialist / Instructor	22.76
15060 - Educational Technologist	32.18
15070 - Flight Instructor (Pilot)	30.38
15080 - Graphic Artist	20.58
15090 - Technical Instructor	15.81
15095 - Technical Instructor/Course Developer	22.33
15110 - Test Proctor	14.18
15120 - Tutor	14.18
16000 - Laundry, Dry-Cleaning, Pressing And Related Occupations	
16010 - Assembler	8.60
16030 - Counter Attendant	8.60
16040 - Dry Cleaner	11.16
16070 - Finisher, Flatwork, Machine	8.60
16090 - Presser, Hand	8.60
16110 - Presser, Machine, Drycleaning	8.60
16130 - Presser, Machine, Shirts	8.60
16160 - Presser, Machine, Wearing Apparel, Laundry	8.60
16190 - Sewing Machine Operator	11.99
16220 - Tailor	12.83
16250 - Washer, Machine	9.44
19000 - Machine Tool Operation And Repair Occupations	
19010 - Machine-Tool Operator (Tool Room)	15.77
19040 - Tool And Die Maker	20.83
21000 - Materials Handling And Packing Occupations	
21020 - Forklift Operator	14.00
21030 - Material Coordinator	17.04
21040 - Material Expediter	17.04
21050 - Material Handling Laborer	12.69
21071 - Order Filler	11.51
21080 - Production Line Worker (Food Processing)	14.00
21110 - Shipping Packer	12.02
21130 - Shipping/Receiving Clerk	12.02
21140 - Store Worker I	11.28
21150 - Stock Clerk	14.62
21210 - Tools And Parts Attendant	14.00
21410 - Warehouse Specialist	14.00
23000 - Mechanics And Maintenance And Repair Occupations	
23010 - Aerospace Structural Welder	20.82
23021 - Aircraft Mechanic I	19.83
23022 - Aircraft Mechanic II	20.82
23023 - Aircraft Mechanic III	21.86
23040 - Aircraft Mechanic Helper	14.20
23050 - Aircraft, Painter	18.10
23060 - Aircraft Servicer	17.19
23080 - Aircraft Worker	17.76
23110 - Appliance Mechanic	15.36
23120 - Bicycle Repairer	11.43
23125 - Cable Splicer	21.04
23130 - Carpenter, Maintenance	17.48
23140 - Carpet Layer	16.22
23160 - Electrician, Maintenance	22.85
23181 - Electronics Technician Maintenance I	21.18
23182 - Electronics Technician Maintenance II	23.23
23183 - Electronics Technician Maintenance III	24.32
23260 - Fabric Worker	16.10
23290 - Fire Alarm System Mechanic	19.44
23310 - Fire Extinguisher Repairer	15.10
23311 - Fuel Distribution System Mechanic	18.10

23312 - Fuel Distribution System Operator 14.66
23370 - General Maintenance Worker 15.57
23380 - Ground Support Equipment Mechanic 19.83
23381 - Ground Support Equipment Servicer 17.19
23382 - Ground Support Equipment Worker 17.76
23391 - Gunsmith I 14.93
23392 - Gunsmith II 16.88
23393 - Gunsmith III 18.85
23410 - Heating, Ventilation And Air-Conditioning Mechanic 19.03
23411 - Heating, Ventilation And Air Contditioning Mechanic (Research Facility) 20.01
23430 - Heavy Equipment Mechanic 19.85
23440 - Heavy Equipment Operator 19.78
23460 - Instrument Mechanic 19.08
23465 - Laboratory/Shelter Mechanic 17.86
23470 - Laborer 11.15
23510 - Locksmith 18.09
23530 - Machinery Maintenance Mechanic 20.03
23550 - Machinist, Maintenance 18.10
23580 - Maintenance Trades Helper 12.25
23591 - Metrology Technician I 19.08
23592 - Metrology Technician II 20.06
23593 - Metrology Technician III 21.06
23640 - Millwright 21.04
23710 - Office Appliance Repairer 18.09
23760 - Painter, Maintenance 14.56
23790 - Pipefitter, Maintenance 21.04
23810 - Plumber, Maintenance 19.60
23820 - Pneudraulic Systems Mechanic 19.08
23850 - Rigger 19.08
23870 - Scale Mechanic 17.09
23890 - Sheet-Metal Worker, Maintenance 19.71
23910 - Small Engine Mechanic 16.88
23931 - Telecommunications Mechanic I 19.91
23932 - Telecommunications Mechanic II 20.94
23950 - Telephone Lineman 19.91
23960 - Welder, Combination, Maintenance 14.44
23965 - Well Driller 19.08
23970 - Woodcraft Worker 19.08
23980 - Woodworker 14.18
24000 - Personal Needs Occupations
24570 - Child Care Attendant 10.22
24580 - Child Care Center Clerk 12.74
24610 - Chore Aide 9.62
24620 - Family Readiness And Support Services Coordinator 13.20
24630 - Homemaker 16.36
25000 - Plant And System Operations Occupations
25010 - Boiler Tender 19.16
25040 - Sewage Plant Operator 20.07
25070 - Stationary Engineer 19.16
25190 - Ventilation Equipment Tender 14.11
25210 - Water Treatment Plant Operator 20.07
27000 - Protective Service Occupations
27004 - Alarm Monitor 17.27
27007 - Baggage Inspector 10.03
27008 - Corrections Officer 20.56
27010 - Court Security Officer 20.56
27030 - Detection Dog Handler 15.54
27040 - Detention Officer 20.56
27070 - Firefighter 20.00
27101 - Guard I 10.03

27102 - Guard II	15.54
27131 - Police Officer I	24.00
27132 - Police Officer II	26.67
28000 - Recreation Occupations	
28041 - Carnival Equipment Operator	12.41
28042 - Carnival Equipment Repairer	13.19
28043 - Carnival Equpment Worker	10.12
28210 - Gate Attendant/Gate Tender	12.14
28310 - Lifeguard	10.82
28350 - Park Attendant (Aide)	13.58
28510 - Recreation Aide/Health Facility Attendant	9.91
28515 - Recreation Specialist	14.17
28630 - Sports Official	10.82
28690 - Swimming Pool Operator	17.03
29000 - Stevedoring/Longshoremen Occupational Services	
29010 - Blocker And Bracer	16.88
29020 - Hatch Tender	16.88
29030 - Line Handler	16.88
29041 - Stevedore I	15.63
29042 - Stevedore II	17.86
30000 - Technical Occupations	
30010 - Air Traffic Control Specialist, Center (HFO) (2)	32.38
30011 - Air Traffic Control Specialist, Station (HFO) (2)	22.33
30012 - Air Traffic Control Specialist, Terminal (HFO) (2)	24.59
30021 - Archeological Technician I	15.98
30022 - Archeological Technician II	17.91
30023 - Archeological Technician III	22.15
30030 - Cartographic Technician	21.51
30040 - Civil Engineering Technician	22.37
30061 - Drafter/CAD Operator I	12.35
30062 - Drafter/CAD Operator II	15.38
30063 - Drafter/CAD Operator III	18.08
30064 - Drafter/CAD Operator IV	21.05
30081 - Engineering Technician I	12.55
30082 - Engineering Technician II	15.70
30083 - Engineering Technician III	18.44
30084 - Engineering Technician IV	21.42
30085 - Engineering Technician V	26.20
30086 - Engineering Technician VI	31.70
30090 - Environmental Technician	18.15
30210 - Laboratory Technician	19.03
30240 - Mathematical Technician	20.35
30361 - Paralegal/Legal Assistant I	15.33
30362 - Paralegal/Legal Assistant II	18.63
30363 - Paralegal/Legal Assistant III	22.74
30364 - Paralegal/Legal Assistant IV	27.58
30390 - Photo-Optics Technician	21.05
30461 - Technical Writer I	12.95
30462 - Technical Writer II	15.83
30463 - Technical Writer III	19.16
30491 - Unexploded Ordnance (UXO) Technician I	20.58
30492 - Unexploded Ordnance (UXO) Technician II	24.90
30493 - Unexploded Ordnance (UXO) Technician III	29.85
30494 - Unexploded (UXO) Safety Escort	20.58
30495 - Unexploded (UXO) Sweep Personnel	20.58
30620 - Weather Observer, Combined Upper Air Or Surface Programs (3)	16.22
30621 - Weather Observer, Senior (3)	18.28
31000 - Transportation/Mobile Equipment Operation Occupations	
31020 - Bus Aide	9.89
31030 - Bus Driver	13.14
31043 - Driver Courier	12.31

31260 - Parking and Lot Attendant	9.08
31290 - Shuttle Bus Driver	12.97
31310 - Taxi Driver	11.52
31361 - Truckdriver, Light	12.34
31362 - Truckdriver, Medium	15.59
31363 - Truckdriver, Heavy	15.04
31364 - Truckdriver, Tractor-Trailer	15.04
99000 - Miscellaneous Occupations	
99030 - Cashier	9.13
99050 - Desk Clerk	10.22
99095 - Embalmer	20.02
99251 - Laboratory Animal Caretaker I	9.13
99252 - Laboratory Animal Caretaker II	9.77
99310 - Mortician	20.02
99410 - Pest Controller	13.98
99510 - Photofinishing Worker	10.82
99710 - Recycling Laborer	9.98
99711 - Recycling Specialist	11.62
99730 - Refuse Collector	11.91
99810 - Sales Clerk	11.40
99820 - School Crossing Guard	11.28
99830 - Survey Party Chief	21.52
99831 - Surveying Aide	13.52
99832 - Surveying Technician	18.40
99840 - Vending Machine Attendant	14.48
99841 - Vending Machine Repairer	17.03
99842 - Vending Machine Repairer Helper	14.48

ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

HEALTH & WELFARE: $3.01 per hour or $120.40 per week or $521.73 per month.

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

HOLIDAYS: 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 4174)

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

1) Does not apply to employees employed in a bona fide executive, administrative, or professional capacity as defined and delineated in 29 CFR 541. (See CFR 4.156)

2) APPLICABLE TO AIR TRAFFIC CONTROLLERS ONLY - NIGHT DIFFERENTIAL: An employee is entitled to pay for all work performed between the hours of 6:00 P.M. and 6:00 A.M. at the rate of basic pay plus a night pay differential amounting to 10 percent of the rate of basic pay.

3) WEATHER OBSERVERS - NIGHT PAY & SUNDAY PAY: If you work at night as part of a regular tour of duty, you will earn a night differential and receive an additional 10% of basic pay for any hours worked between 6pm and 6am. If you are a full-time employed (40 hours a week) and Sunday is part of your regularly scheduled workweek, you are paid at your rate of basic pay plus a Sunday premium of 25% of your basic rate for each hour of Sunday work which is not overtime (i.e. occasional work on Sunday outside the normal tour of duty is considered overtime work).

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

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

** UNIFORM ALLOWANCE **

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

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

** NOTES APPLYING TO THIS WAGE DETERMINATION **

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

The duties of employees under job titles listed are those described in the "Service Contract Act Directory of Occupations," Fifth Edition, April 2006, unless otherwise indicated. Copies of the Directory are available on the Internet. A links to the Directory may be found on the WHD home page at <http://www.dol.gov/esa/whd/> or through the Wage Determinations On-Line (WDOL) Web site at <http://wdol.gov/>.

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

Conformance Process:

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

The process for preparing a conformance request is as follows:

1) When preparing the bid, the contractor identifies the need for a conformed occupation) and computes a proposed rate).

2) After contract award, the contractor prepares a written report listing in order proposed classification title), a Federal grade equivalency (FGE) for each proposed classification), job description), and rationale for proposed wage rate), including information regarding the agreement or disagreement of the authorized representative of the employees involved, or where there is no authorized
representative, the employees themselves. This report should be submitted to the contracting officer no later than 30 days after such unlisted class(es) of employees
performs any contract work.

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

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

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

6) The contractor informs the affected employees.

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

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

SECTION J - 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:

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

	NUMBER OF PERSONNEL										
	1-4	5	6	7	8	9	10	11	12	13	14
KINDS OF TOOLS	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.

Exhibit J-3

SAMPLE TASK ORDER

To: Contractor's Name
Address
_____
_____

From: Bureau of Land Management (952)
Branch of Procurement Management
P.O. Box 2965
Portland, Oregon 97208

Contract No:
Item Number(s):

Requesting Office: Medford District
Task Order No:
Task Order Date: April 1, 2007

ITEM NO.	UNIT	QTY	UNIT	UNIT PRICE/AC	TOTAL AMOUNT
1 Vascular Plant Surveys					
1A	Example Timber Sale Units	1,500	AC	0.00	0.00
1B	Example Fuels Units	3,000	AC	0.00	0.00
1C	East Evans Silviculture Units	900	AC	0.00	0.00
1E	Noxious Weed Pulling	50	EA	0.00	0.00

Item 1A: PERFORMANCE TIME: 20 Calendar Days
ESTIMATED START WORK DATE: May 1, 2007

Item 1B & 1C: PERFORMANCE TIME: 70 Calendar Days
ESTIMATED START WORK DATE: April 15, 2007

Item 1E: PERFORMANCE TIME: 2 Calendar Days
ESTIMATED START WORK DATE: April 15, 2007

Reports: Performance Time is 30 Calendar Days from the end of the performance time allowed for completion of all documentation.

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Accounting and Appropriation Data:

****

_____
Name of Ordering Officer

_____
Ordering Officer's Signature Date

Exhibit J-7

2002 NOXIOUS WEED SURVEY LIST
Medford District
Bureau of Land Management

BRSI	*Brachypodium silvaticum*	False Brome
BUDA	*Buddleja davidii*	Butterflybush
CADR	*Cardaria draba*	White Top
CAPY2	*Carduus pycnocephalus*	Italian Thistle
CALA20	*Carthamus lanatus*	Wooly Distaff Thistle
CETR8	*Centaurea triumfettii*	Squarrose Knapweed
CEBI2	*Centaurea biebersteinii*	Spotted Knapweed
CEDET	*Centaurea debeauxii*	Meadow knapweed
CERE6	*Centaurea repens*	Russian knapweed
CESO3	*Centaurea solstitialis*	Yellow Starthistle
CHJU	*Chondrilla juncea*	Rush Skeletonweed
CIAR4	*Cirsium arvense*	Canada Thistle
CLVI	*Clematis vitalba*	Clematis
COMA2	*Conium maculatum*	Poison Hemlock
COJU	*Cortaderia jubata*	Pampas Grass
CYOF	*Cynoglossum officinale*	Houndstongue
CYSC4	*Cytisus scoparius*	Scotch Broom
CYST7	*Cytisus striatus*	Portuguese Broom
DILA	*Dipsacus laciniatus*	Cutleaf Teasel
EUES	*Euphorbia esula*	Leafy Spurge
GEMO	*Genista monspessulana*	French Broom
ISTI	*Isatis tinctoria*	Dyers Woad
LIDA	*Linaria dalmatica*	Dalmation Toadflax
LIVU2	*Linaria vulgaris*	Yellow Toadflax
LYSA2	*Lythrum salicaria*	Purple Loosestrife
MYAQ	*Myriophyllum aquaticum*	Parrot’s Feather (aq.)
ONAC	*Onopordum acanthium*	Scotch Thistle
POCU6	*Polygonum cuspidatum*	Japanese Knotweed
POSA4	*Polygonum sachalinense*	Giant Knotweed
SEJA	*Senecio jacobaea*	Tansy Ragwort
SPJU2	*Spartium junceum*	Spanish broom
TARA	*Tamarix ramosissima*	Tamarix
TRTE	*Tribulus terrestris*	Puncturevine
ULEU	*Ulex europaeus*	Gorse
XASP2	*Xanthium spinosum*	Spiny cockleburr