AWARD DATA
Orders May Be Placed Through 3/27/06

Sensitive Vascular & Non-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

Ordering procedures:
Both price and past performance must be considered prior to placement of each task order (see FAR 16.505 and contract clause F.1.0). BLM's past performance evaluations are set forth in the following table.

BLM Contract No. HAC032S00 Siskiyou BioSurvey, LLC 265 Ball Road Eagle Point, OR 97524 Contact: Richard Callagan, 541-826-6104 Maximum TO Limit: $50,000 Maximum Order per 30 Days: $100,000 Past Performance: Excellent	BLM Contract No. HAC032T00 Scot Loring 5456 Adams Rd Talent, OR 97540 Contact: Scot Loring, 541-535-2863 Maximum TO Limit: $25,000 Maximum Order per 30 Days: $50,000 Past Performance: Excellent

BLM contact: Myrna Jungling, Contracting Officer 503-808-6225

For contractor's technical approach and missing items from Section J, contact:
Tom Fulton at 503-808-6210

Past performance definitions:

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

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

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

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

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

Modification No. 2
January 15, 2004

A. In accordance with Section I, Clause 52.243-1 Changes, and Contractor's written proposal of December 18, 2003, three additional sub-items are added. Therefore, make the following changes:

Section B, Schedule of Items, page 2

G	Flag 25-foot Buffers around Special Status Plant Sites in Silviculture Units	SI	$25.00
H	Documentation of Special Status Non-vascular Sites with the exception of Crumia latifolia and Meesia uliginosa in Grazing Allotment Surveys	SI	$15.00
I	Walk-in to unit boundary more than .5 mile from closest navigable road access	MI	$35.00

MI = Mile
SI = Site

Section C, Specifications

C.1.1.2 Add the following after sentence 4: Incidental sightings of Special Status or S&M lichens or bryophytes may also be documented, although it is not required.

C.1.5.1 Add the following: Additional payment will be made for walk-ins greater than ½ mile from the closest navigable road. See E.3.1.

C.5.1.5 add:

i. In silviculture units only (Sub-items E and F), hang black/yellow striped flags in a 25foot buffer around Special Status plant sites. Indicate on the site form in the "Other Comments" box that the site was buffered and what kind of flagging was used for the buffer.

C.5.4.4 add: List the number of Special Status plant sites in silviculture units that were buffered and provide a break-down on walk-ins including section, unit number, contractor, and miles, rounded to the nearest quarter-mile.

Section E, Inspection and Acceptance

E.1.1.3 Add after the first sentence: For Item H, a 10% random sample of any reported sightings will be inspected. Should there be 5 or fewer sightings, all sightings will be inspected.

E.3.1 Add after the first sentence - Payment will be made at the agreed upon price for the number of:

a. Special Status plant sites in silviculture units that are buffered and accepted.

b. Special Status and S&M non-vascular plant sites documented and accepted, with the exception of Crumia latifolia and Meesia uliginosa in grazing allotment surveys.

c. Walk-ins greater than ½ mile from the closest navigable road will be paid under Item I in increments rounded to the nearest quarter mile of the distance beyond the first ½ mile.

B. Contract Price: No change.

C. Performance Time: No change.

Modification No. 1
December 4, 2003

In accordance with Federal Acquisition Regulation 4.1103(a)(3), Clause 52.204-7, Central Contractor Registration, Alternate I is added. The clause is enclosed. Please note the requirement in Paragraph (b)(1) to register in Central Contractor Registration (CCR) no later than December 26, 2003, and maintain that registration, to assure that payments can be made on any contract extending beyond December 31, 2003. Also note the requirement in Paragraph (b)(2) to enter in block 8 of this form, the notation “DUNS” or “DUNS +4” followed by the DUNS or DUNS+4 number that identifies the Contractor’s name and address exactly as stated in the contract. Failure to comply with this requirement may result in delay of payments.

52.204-7 CENTRAL CONTRACT REGISTRATION - ALTERNATE I (OCT 2003)

a) Definitions. As used in this clause-

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

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

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

"Registered in the CCR database" means that-

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

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

(b)(1) The Contractor shall be registered in the CCR database by December 26, 2003. The Contractor shall maintain registration during performance and through final payment of this contract.

(2) The Contractor shall enter, in the block with its name and address on the cover page of the SF 30, Amendment of Solicitation/Modification of Contract, the notation “DUNS” or “DUNS +4” followed by the DUNS or DUNS+4 number that identifies the Contractor’s name and address exactly as stated in this contract. The DUNS number will be used by the Contracting Officer to verify that the Contractor 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.

SECTION B - SCHEDULE OF ITEMS

This is a three-year indefinite-delivery, indefinite-quantity contract for vascular and nonvascular 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.

Sub-Item	Description	Est. Qty	Unit	Unit Price	Total Amount
A	Special Status Vascular Plant Surveys in Timber Sale Units	5,000	AC	$_____	$_____
B	Special Status Vascular Plant Surveys in Forest Stands in Recent Wildfire Areas	4,000	AC	$_____	$_____
C	Special Status Vascular Plant Surveys in Fuels Reduction Units	20,000	AC	$_____	$_____
D	Special Status Vascular Plant and Two Nonvascular (Bryophyte) Surveys in Grazing Allotment Units	5,000	AC	$_____	$_____
E	Special Status Vascular Plant Surveys in Silviculture Units	6,000	AC	$_____	$_____
F	Special Status Vascular Plant Surveys in Silviculture Units in Old Wildfire Areas	6,000	AC	$_____	$_____
		TOTAL SUBITEMS A - F (All or None)			$_____

AC = Acre
Est. = Estimated
Qty = Quantity

SCHEDULE OF ITEMS (continued)

PERFORMANCE TIME FOR COMPLETION OF FIELD SURVEYS:

Subitems A, B, C and D:	One (1) calendar day for each 30 acres, per visit
Subitem E:	One (1) calendar day for each 25 acres, per visit
Subitem F:	One (1) calendar day for each 20 acres, per visit

Performance time will be added for completing documentation (See Section F).

ESTIMATED START WORK DATE: April 1, 2003

ANNUAL ECONOMIC PRICE ADJUSTMENT

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

2nd Year _____
3rd Year _____

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.

SCHEDULE OF ITEMS (continued)

TASK ORDERS

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

All task orders will be placed no later than 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 $600,000.

MINIMUM GUARANTEE

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

MAXIMUM ORDER LIMITATION

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

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

THIS PROCUREMENT IS SET ASIDE FOR SMALL BUSINESS CONCERNS.

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

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

SECTION C - SPECIFICATIONS 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 survey data on BLM lands. The work consists of collecting field data on vascular plant species in project areas primarily located in southwestern Oregon. Surveys conducted in grazing allotment units will also include two bryophyte species.

C.1.1.2 The Contractor shall provide all services necessary to search for, locate and collect field population and habitat data on 'A' List Special Status (SS) vascular plants – Federal Threatened, Endangered and Proposed; Bureau Sensitive and Assessment; State Threatened and Endangered; and Survey and Manage (S&M) category A and C. The Contractor shall also search for, locate and collect field data in grazing allotments for two bryophytes (see 'A' list in Section J), in addition to vascular plants. 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. See Section J for lists. Surveys shall occur in a variety of habitats, including conifer forests (Subitem A); forest stands recently burned by wildfires (Subitem B); oak-pine savannas, oak woodlands, mixed hardwood-conifer woodlands, chaparral or grasslands (Subitems C and D); or early-seral conifer plantations (Subitems E and F). Some silviculture units (Subitem F) occur in old wildfire areas that are thick with *Ceanothus integerrimus*, *Arctostaphylos viscida* and *Toxicodendron diversiloba* shrubs. These units are often steep and difficult to walk through.

C.1.1.3 Surveys shall be conducted between April 1 and August 31. Timing of field work shall take into consideration potential target species, elevation, seasonal climate, aspect, and habitat of each project area. Multiple entries into a unit may be required in order to time visits during the stage of plant phonological development that assures visibility of characteristics necessary for accurate identification of target special status plant species.

C.1.1.4 Survey Report forms furnished by the BLM shall be completed and vascular plant species lists compiled for all sections surveyed, whether or not SS plants are found. When SS vascular plant and bryophyte populations are discovered they shall be documented by completing a Site Report, flagging, mapping, photographing, and collecting GPS coordinates. 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.

C.1.2 SS Species Lists - The 2002 Special Status 'A' and 'B' lists and noxious weed 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 found 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 50 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 starting 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 are 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

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.

GPS - Global Positioning System

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.

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

Special Status Plants – '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 and two Special Status bryophytes. The 'B' List includes Bureau Tracking and Medford Watch vascular plants. (See Section J.)

Survey and Manage Plants – A list of species identified in the Northwest Forest Plan whose viability may be at risk or few known sites exist. S&M vascular plants are either category A or C and are included on the 'A' Special Status species list.

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 and nonvascular 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 50 feet accuracy.
c. Convex densiometer and clinometer.
. d. Wide-lined permanent markers for marking flagging in the field.
e. Hand lens (minimum magnification 10 X).
f. 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 appropriate flora required to accurately identify plants encountered during the inventory.
g. Dan Norris "Keys to the Liverworts and Mosses of California"
Elva Lawton "Moss Flora of the Pacific Northwest"
or other appropriate flora required to accurately identify the two bryophytes on the "A" List.
h. Compound and dissecting microscopes.
i. 35mm camera with 200 or 400 ASA film; minimum 12 exposures.
j. Fine-lined permanent marking pens for marking aerial photos, minimum of two colors.
k. Staple gun or hammer.
l. Additional color photo copies of aerial photos if needed (BLM provides one).
m. 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 compatible disk of Special Status Plant Survey Report Form and Special Status Plant Site Form.
e. Bryophyte voucher packets.
f. Medford District Special Status Plant Lists ('A' and 'B').
g. Medford District Noxious Weeds list.
h. Access to Soil Survey of Jackson County Area, Oregon, USDA Soil Conservation Service.
i. Access to Keys of the Field Guide to the Forested Plant Associations of Southwestern Oregon.
j. 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 Field Work

C.5.1.1 *Timing of Surveys*: Field work shall be conducted during the stage of phenological development that assures visibility of characteristics necessary for accurate identification of SS plant species. April 1 to August 31 should normally encompass the time period in which identification of SS plants is possible. More than one entry into portions of the lands proposed for surveys may be required. Timing of surveys should take into account 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; Special Status Sensitive and Assessment; and Survey and Manage category A and C vascular plants and two bryophytes) 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 more thorough 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, with the following exceptions: For *Perideridia howellii* and *Scribneria bolanderi*, document the first site encountered in each section by completing a site report, flagging with two strands of route flagging (no Plant Site signs required), mapping, and collecting GPS points. Additional populations of these two species found in that section shall be indicated on the section map, but shall only be flagged with two strands of route flagging.

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

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 every 100 feet along the survey line to show the route taken while conducting the survey. The survey route shall be accurately depicted 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 Special Status vascular plant species or the two ‘A’ list bryophyte species are discovered:

a. Flag population boundaries with flagging of the designated color provided by the Government. Small populations shall be marked with two long flags as close to the plant as possible. Sites with populations greater than ten feet radius shall be double flagged in the center of the population and single flagged around the perimeter of the population. Populations within 300 feet of each other shall be included on one site form, but flagged and mapped separately and GPS coordinates collected for each site.

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 flags for 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. 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. Record population, habitat and site data on a Special Status Plant Site Form or Bryophyte Site Form.

e. Mark site on topographic map and aerial photo. The site number on the flagging should 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 50 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 shall 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 should include a heading on each page with the 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:

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

b. Record the following data for each species and population on the topographical map:
   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 the map and record data collected on a separate page.

C.5.4 <u>Documentation</u>

C.5.4.1 All field work shall be fully documented. For inspection purposes, brief 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 (see sample forms in Section J):

a. Completed Special Status Plant Survey Report.
b. Completed Special Status Plant Site form for each SS vascular plant and 'A' List bryophyte 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 filled out and all information submitted is legible.

C.5.4.4 A summary report of contract work and resultant findings shall be submitted to the COR. This report should list the SS and/or noxious weed populations found by species and indicate how many sites were found for each one.

C.5.5 <u>Special Status Plant Collection</u>

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. No collection of Threatened, Endangered or Proposed species shall be made.

C.5.5.2. All vascular plant 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. Bryophyte specimens need not be pressed and dried, but shall be submitted in the bryophyte packets provided by the Government (See sample in Section J). The front of the voucher packet shall be filled in with data about the specimen and a personal collection number assigned to the packet. Voucher

specimens shall be delivered to the COR with the weekly progress report and no later than submission of the final invoice for the task order.

SECTION E - INSPECTION AND ACCEPTANCE

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

(a) Definitions. AServices,@ 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 Contractor shall update the COR or Project Inspector (PI) during the weekly progress reporting of which units have been surveyed. Based on Contractor=s weekly progress reports, the COR or PI may then 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 special status plants were overlooked.

E.1.1.3 At a minimum 10% of all positive sightings will be inspected.

E.1.2 Documentation - 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 - 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.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.3.4.3 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.5.0 INVOICES - Send invoices to the attention of the COR at the following address:

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

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 SCHEDULE

F.3.1 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 and within the appropriate biological windows.

F.3.2 All documentation (other than written weekly progress reports) shall be completed and 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.

F.4.0 PROGRESS PLAN

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.

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 <u>has been included</u> in the contract time for short term environmental delays up to one day at a time. The count of contract time will therefore continue during work interruptions of one day or less, but the count of contract time will stop during work interruptions in excess of one day at a time. All periods of interruptions directed by the Government will be documented. The Contractor will not be entitled to additional monetary compensation for such suspensions regardless of duration.

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

H.4.0 PRESERVATION OF HISTORICAL AND ARCHEOLOGICAL RESOURCES

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

H.5.0 SUBCONTRACTS

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

a. Name of subcontractor

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

H.6.0 RESTORATION OF RESOURCES

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

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

H.7.0 FIRE DANGER SEASON

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

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 - The task order contract ombudsman for this contract is: Robert E. Heaton, Bureau of Land Management, Oregon State Office (952), 333 S.W. First Avenue, 4th floor, Portland, Oregon 97204; mailing address P.O. Box 2965, Portland, OR 97208-2965; telephone number 503-808-6216; facsimile number 503-808-6312; and e-mail address Robert_Heaton @or.blm.gov. In accordance with FAR 16.505(b)(4), the ombudsman shall review complaints from contractors regarding contracts awarded under this solicitation. 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 2001-10)
*** Asterisked clauses are included in full text.**

52.202-1*	Definitions	(DEC 2001)
52.203-3	Gratuities	(APR 1984)
52.203-5	Covenant Against Contingent Fees	(APR 1984)
52.203-6	Restrictions on Subcontractor Sales to the Government	(JUL 1995)
52.203-7	Anti-Kickback Procedures	(JUL 1995)
52.203-8	Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity	(JAN 1997)
52.203-10	Price or Fee Adjustment for Illegal or Improper Activity	(JAN 1997)
52.203-12	Limitation on Payments to Influence Certain Federal Transactions (Applicable to contracts exceeding $100,000)	(JUN 1997)
52.204-4	Printed or Copied Double-Sided on Recycled Paper	(AUG 2000)
52.209-6	Protecting the Government's Interest When Subcontracting With Contractors Debarred, Suspended, or Proposed for Debarment	(JUL 1995)
52.215-2	Audit and Records - Negotiation	(JUN 1999)
52.215-8*	Order of Precedence	(OCT 1997)
52.215-10	Price Reduction for Defective Cost or Pricing Data.	(OCT 1997)
52.215-11	Price Reduction for Defective Cost or Pricing Data - Modifications	(OCT 1997)
52.215-12	Subcontractor Cost or Pricing Data	(OCT 1997)
52.215-13	Subcontractor Cost or Pricing Data - Modifications	(OCT 1997)
52.215-15	Pension Adjustments and Asset Reversions	(DEC 1998)
52.215-16	Facilities Capital Cost of Money	(OCT 1997)
52.215-18	Reversion or Adjustment of Plans for Postretirement Benefits Other Than Pensions	(OCT 1997)
52.216-18*	Ordering	(OCT 1995)
52.216-19*	Ordering Limitations	(OCT 1995)
52.216-22	Indefinite Quantity	(OCT 1995)
52.219-3	Notice of Total HUBZone Set-Aside (Applicable if noted on the Schedule).	(JAN 1999)
52.219-4*	Notice of Price Evaluation Preference for HUBZone Small Business Concerns. (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.)	(JUL 1996)
52.219-8	Utilization of Small Business Concerns	(OCT 2000)
52.219-14*	Limitations on Subcontracting (Applicable only if project is set aside for small businesses.)	(DEC 1996)
52.222-3	Convict Labor	(AUG 1996)
52.222-4	Contract Work Hours and Safety Standards Act -	

	Overtime Compensation	(SEP 2000)
52.222-21	Prohibition of Segregated Facilities	(FEB 1999)
52.222-26	Equal Opportunity	(APR 2002)
52.222-35	Affirmative Action for Disabled Veterans and Veterans of the Vietnam Era	(DEC 2001)
52.222-36	Affirmative Action for Workers with Disabilities	(JUN 1998)
52.222-37	Employment Reports on Disabled Veterans and Veterans of the Vietnam Era	(DEC 2001)
52.222-41	Service Contract Act of 1965, as Amended	(MAY 1989)
52.222-42*	Statement of Equivalent Rates for Federal Hires	(MAY 1989)
52.222-44	Fair Labor Standards Act and Service Contract Act-Price Adjustment	(FEB 2002)
52.223-6	Drug-Free Workplace	(MAR 2001)
52.223-14	Toxic Chemical Release Reporting (Applicable if contract exceeds $100,000.)	(OCT 1996)
52.225-1	Buy American Act - Supplies	(MAY 2002)
52.225-13	Restrictions on Certain Foreign Purchases	(JUL 2000)
52.227-1	Authorization and Consent	(JUL 1995)
52.227-2	Notice and Assistance Regarding Patent and Copyright Infringement	(AUG 1996)
52.228-1*	Bid Guarantee (Applicable if guarantees required. See Schedule of Items.)	(SEP 1996)
52.228-2	Additional Bond Security (Applicable if bonds required. See Schedule of Items.)	(OCT 1997)
52.228-5	Insurance-Work on a Government Installation (Applicable if DIAR 1452.228-70 is included.)	(JAN 1997)
52.228-11*	Pledges of Assets (Applicable if bonds required. See Schedule of Items.)	(FEB 1992)
52.228-14	Irrevocable Letter of Credit (Applicable if bonds required. See Schedule of Items.)	(DEC 1999)
52.229-3	Federal, State, and Local Taxes	(JAN 1991)
52.229-4	Federal, State, and Local Taxes (Noncompetitive Contract)	(JAN 1991)
52.229-5	Taxes - Contracts Performed in U.S. Possessions or Puerto Rico	(APR 1984)
52.232-1*	Payments	(APR 1984)
52.232-8	Discounts for Prompt Payment	(FEB 2002)
52.232-9	Limitation on Withholding of Payments	(APR 1984)
52.232-11	Extras	(APR 1984)
52.232-17	Interest	(JUN 1996)
52.232-23	Assignment of Claims	(JAN 1986)
52.232-25*	Prompt Payment	(FEB 2002)
52.232-34*	Payment by Electronic Funds Transfer - Other Than Central Contractor Registration	(MAY 1999)
52.233-1*	Disputes -- Alternate I (DEC 1991)	(JUL 2002)
52.233-3	Protest After Award	(AUG 1996)

52.236-6*	Superintendence by the Contractor	(APR 1984)
52.236-7*	Permits and Responsibilities	(NOV 1991)
52.242-13	Bankruptcy	(JUL 1995)
52.242-14*	Suspension of Work	(APR 1984)
52.243-1*	Changes - Fixed-Price (AUG 1987) -- Alternate I	(APR 1984)
52.244-6	Subcontracts for Commercial Items	(MAR 2001)
52.245-4	Government-Furnished Property (Short Form)	(APR 1984)
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 (DEC 2001)

(a) Agency head or head of the agency means the Secretary (Attorney General, Administrator, Governor, Chairperson, or other chief official, as appropriate) of the agency, unless otherwise indicated, including any deputy or assistant chief official of the executive agency.

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(e) Contracting Officer means a person with the authority to enter into, administer, and/or terminate contracts and make related determinations and findings. The term includes certain authorized representatives of the Contracting Officer acting within the limits of their authority as delegated by the Contracting Officer.

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 contract 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 30 days that together call for quantities exceeding the limitation in subparagraph (1) or (2) of this section.

(c) If this is a requirements contract (i.e., includes the Requirements clause at subsection 52.216-21 of the Federal Acquisition Regulation (FAR)), the Government is not required to

order a part of any one requirement from the Contractor if that requirement exceeds the maximum-order limitations in paragraph (b) of this section.

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

52.216-22 INDEFINITE QUANTITY. (OCT 1995)

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

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

(c) Except for any limitations on quantities in the 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.

52.219-4 NOTICE OF PRICE EVALUATION PREFERENCE FOR HUBZONE SMALL BUSINESS CONCERNS. (JAN 1999)

(a) Definition. “HUBZone small business concern,” as used in this clause, means a small business concern that appears on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration.

(b) Evaluation preference. (1) Offers will be evaluated by adding a factor of 10 percent to the price of all offers, except--

(i) Offers from HUBZone small business concerns that have not waived the evaluation preference;

(ii) Otherwise successful offers from small business concerns;

(iii) Otherwise successful offers of eligible products under the Trade Agreements Act when the dollar threshold for application of the Act is exceeded (see 25.402 of the Federal Acquisition Regulation (FAR)); and

(iv) Otherwise successful offers where application of the factor would be inconsistent with a Memorandum of Understanding or other international agreement with a foreign government.

(2) The factor of 10 percent shall be applied on a line item basis or to any group of items on which award may be made. Other evaluation factors described in the solicitation shall be applied before application of the factor.

(3) A concern that is both a HUBZone small business concern and a small disadvantaged business concern will receive the benefit of both the HUBZone small business price evaluation preference and the small disadvantaged business price evaluation adjustment (see FAR clause 52.219-23). Each applicable price evaluation preference or adjustment shall be calculated independently against an offeror's base offer. These individual preference amounts shall be added together to arrive at the total evaluated price for that offer.

(c) Waiver of evaluation preference. A HUBZone small business concern may elect to waive the evaluation preference, in which case the factor will be added to its offer for evaluation purposes. The agreements in paragraph (d) of this clause do not apply if the offeror has waived the evaluation preference.

_ Offeror elects to waive the evaluation preference. (See Schedule of Items)

(d) Agreement. A HUBZone small business concern agrees that in the performance of the contract, in the case of a contract for--

(1) Services (except construction), at least 50 percent of the cost of personnel for contract performance will be spent for employees of the concern or employees of other HUBZone small business concerns;

(2) Supplies (other than procurement from a nonmanufacturer of such supplies), at least 50 percent of the cost of manufacturing, excluding the cost of materials, will be performed by the concern or other HUBZone small business concerns;

(3) General construction, at least 15 percent of the cost of the contract performance incurred for personnel will be spent on the concern's employees or the employees of other HUBZone small business concerns; or

(4) Construction by special trade contractors, at least 25 percent of the cost of the contract performance incurred for personnel will be spent on the concern's employees or the employees of other HUBZone small business concerns.

(e) A HUBZone joint venture agrees that in the performance of the contract, the applicable percentage specified in paragraph (d) of this clause will be performed by the HUBZone small business participant or participants.

(f) A HUBZone small business concern nonmanufacturer agrees to furnish in performing this contract only end items manufactured or produced by HUBZone small business manufacturer concerns. This paragraph does not apply in connection with construction or service contracts.

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.

52.219-14 LIMITATIONS ON SUBCONTRACTING (DEC 1996)

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

52.228-11 PLEDGES OF ASSETS (FEB 1992)
(Applicable if bonds required. See Schedule of Items.)

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

(1) Pledge of assets; and

(2) Standard Form 28, Affidavit of Individual Surety.

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

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

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

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

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

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

52.232-1 PAYMENTS (APR 1984)

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

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

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

52.232-25 PROMPT PAYMENT (Asterisks indicate omitted material.) (FEB 2002)

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. Definitions of pertinent terms are set forth in sections 2.101, 32.001, and 32.902 of the Federal Acquisition Regulation. All days referred to in this clause are calendar days, unless otherwise specified. (However, see paragraph (a)(4) of this clause concerning payments due on Saturdays, Sundays, and legal holidays.)

(a) Invoice Payments

(1) Due Date.

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

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

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

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

*****

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

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

not a proper invoice. The Government will take into account untimely notification when computing any interest penalty owed the Contractor.

(i) Name and address of the Contractor.

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

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

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

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

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

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

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

(ix) Electronic Funds Transfer (EFT) banking information

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

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

*****

(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 payment or that the Government has otherwise overpaid on an invoice payment, the Contractor shall immediately notify the Contracting Officer and request instructions for disposition of the overpayment.

52.232-34 PAYMENT BY ELECTRONIC FUNDS TRANSFER-- OTHER THAN CENTRAL CONTRACTOR REGISTRATION (MAY 1999)

(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 payment due dates until such time as the Government makes payment by EFT (but see paragraph (d) of this clause).

(b) Mandatory submission of Contractor's EFT information.

(1) The Contractor is required to provide the Government with the information required to make payment by EFT (see paragraph (j) of this clause). The Contractor shall provide this information directly to the office designated in this contract to receive that information (hereafter: “designated office”) by no later than 15 days prior to submission of the first request

for payment. If not otherwise specified in this contract, the payment office is the designated office for receipt of the Contractor's EFT information. If more than one designated office is named for the contract, the Contractor shall provide a separate notice to each office. In the event that the EFT information changes, the Contractor shall be responsible for providing the updated information to the designated office(s).

(2) If the Contractor provides EFT information applicable to multiple contracts, the Contractor shall specifically state the applicability of this EFT information in terms acceptable to the designated office. However, EFT information supplied to a designated office shall be applicable only to contracts that identify that designated office as the office to receive EFT information for that contract.

(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.

(1) The Government is not required to make any payment under this contract until after receipt, by the designated office, of the correct EFT payment information from the Contractor. Until receipt of the correct EFT information, 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.

(2) If the EFT information changes after submission of correct EFT information, the Government shall begin using the changed EFT information no later than 30 days after its receipt by the designated office to the extent payment is made by EFT. However, the Contractor may request that no further payments be made until the updated EFT information is implemented by the payment office. If such suspension would result in a late payment under the prompt payment terms of this contract, the Contractor's request for suspension shall extend the due date for payment by the number of days of the suspension.

(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) shall apply.

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

(g) EFT and assignment of claims. If the Contractor assigns the proceeds of this contract as provided for in the assignment of claims terms of this contract, the Contractor shall require as a condition of any such assignment, that the assignee shall provide the EFT information required by paragraph (j) of this clause to the designated office, and shall be paid by EFT in accordance with the terms of this clause. 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 provided 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 in the contract.

(j) EFT information. The Contractor shall provide the following information to the designated office. The Contractor may supply this data for this or multiple contracts (see paragraph (b) of this clause). The Contractor shall designate a single financial agent per contract capable of receiving and processing the EFT information using the EFT methods described in paragraph (c) of this clause.

(1) The contract number (or other procurement identification number).

(2) The Contractor's name and remittance address, as stated in the contract(s).

(3) The signature (manual or electronic, as appropriate), title, and telephone number of the Contractor official authorized to provide this information.

(4) The name, address, and 9-digit Routing Transit Number of the Contractor's financial agent.

(5) The Contractor's account number and the type of account (checking, saving, or lockbox).

(6) If applicable, the Fedwire Transfer System telegraphic abbreviation of the Contractor's financial agent.

(7) If applicable, the Contractor shall also provide the name, address, telegraphic abbreviation, and 9-digit Routing Transit Number of the correspondent financial institution receiving the wire transfer payment if the Contractor's financial agent is not directly on-line to the Fedwire Transfer System; and, therefore, not the receiver of the wire transfer payment.

52.233-1 DISPUTES -- ALTERNATE I (DEC 1991) (JUL 2002)

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

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

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

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

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

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

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

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

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

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

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

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

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

52.236-6 SUPERINTENDENCE BY THE CONTRACTOR (APR 1984)

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

52.236-7 PERMITS AND RESPONSIBILITIES (APR 1984)

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

52.242-14 SUSPENSION OF WORK (APR 1984)

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

(b) If the performance of all or any part of the work is, for an unreasonable period of time, suspended, delayed, or interrupted (1) by an act of the Contracting Officer in the administration

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(e) If this contract is terminated for default, the Government may require the Contractor to transfer title and deliver to the Government, as directed by the Contracting Officer, any (1) completed supplies, and (2) partially completed supplies and materials, parts, tools, dies, jigs, fixtures, plans, drawings, information, and contract rights (collectively referred to as “manufacturing materials” in this clause) that the Contractor has specifically produced or acquired for the terminated portion of this contract. Upon direction of the Contracting Officer,

the Contractor shall also protect and preserve property in its possession in which the Government has an interest.

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

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

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

52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

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

SECTION J - LIST OF ATTACHMENTS/EXHIBITS

J - 1 WAGE INFORMATION

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
(not attached – see cover page)

J - 4 SAMPLE TASK ORDER UNIT LIST
(not attached – see cover page)

J - 5 BUTTE FALLS RESOURCE AREA VICINITY MAP
(not attached – see cover page)

J - 6 SAMPLE TASK ORDER VICINITY MAP
(not attached – see cover page)

J - 7 SAMPLE TASK ORDER PROJECT MAPS
(not attached – see cover page)

J - 8 LIST OF SPECIAL STATUS PLANT SPECIES

J - 9 LIST OF NOXIOUS WEEDS

J – 10 SAMPLE FORMS: (not attached – see cover page)

Special Status Plant Survey Report
Special Status Plant Site Report
Sample Species List
Sample Bryophyte Voucher Packet

Exhibit J-1

SECTION J

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

CLASSIFICATION AND WAGES OF GOVERNMENT EMPLOYEES

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

Labor Classification	Basic Rate	Fringe Benefits
Biological Technician, GS-5	$12.20	Life and Health
Biological Technician, GS-6	$13.60	Insurance partly paid
Biological Technician, GS-7	$15.12	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.

Exhibit J-2

94-2439 OR,EUGENE 06/04/02

FOR OFFICIAL USE ONLY BY FEDERAL AGENCIES PARTICIPATING IN MOU WITH DOL

		WASHINGTON D.C. 20210
		Wage Determination No.: 1994-2439
William W.Gross Director	Division of Wage Determinations	Revision No.: 18 Date Of Last Revision: 05/28/2002

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 TITLE	MINIMUM WAGE RATE
Administrative Support and Clerical Occupations	
Accounting Clerk I	9.22
Accounting Clerk II	10.07
Accounting Clerk III	12.31
Accounting Clerk IV	13.77
Court Reporter	12.12
Dispatcher, Motor Vehicle	12.44
Document Preparation Clerk	9.86
Duplicating Machine Operator	9.86
Film/Tape Librarian	9.88
General Clerk I	7.72
General Clerk II	8.68
General Clerk III	10.93
General Clerk IV	12.27
Housing Referral Assistant	13.27
Key Entry Operator I	8.97
Key Entry Operator II	9.86
Messenger (Courier)	8.07
Order Clerk I	10.23
Order Clerk II	14.27
Personnel Assistant (Employment) I	9.07
Personnel Assistant (Employment) II	12.56
Personnel Assistant (Employment) III	13.75
Personnel Assistant (Employment) IV	15.04
Production Control Clerk	11.31
Rental Clerk	9.59
Scheduler, Maintenance	9.83
Secretary I	11.49
Secretary II	12.57
Secretary III	13.96
Secretary IV	15.46
Secretary V	17.13

Service Order Dispatcher	11.31
Stenographer I	11.03
Stenographer II	11.03
Supply Technician	14.12
Survey Worker (Interviewer)	12.12
Switchboard Operator-Receptionist	9.51
Test Examiner	12.12
Test Proctor	12.12
Travel Clerk I	9.77
Travel Clerk II	10.59
Travel Clerk III	11.39
Word Processor I	9.41
Word Processor II	10.56
Word Processor III	13.02

Automatic Data Processing Occupations

Computer Data Librarian	11.04
Computer Operator I	11.26
Computer Operator II	12.60
Computer Operator III	14.05
Computer Operator IV	15.61
Computer Operator V	17.29
Computer Programmer I (1)	13.33
Computer Programmer II (1)	16.53
Computer Programmer III (1)	20.22
Computer Programmer IV (1)	24.45
Computer Systems Analyst I (1)	20.08
Computer Systems Analyst II (1)	24.32
Computer Systems Analyst III (1)	29.13
Peripheral Equipment Operator	10.88

Automotive Service Occupations

Automotive Body Repairer, Fiberglass	16.37
Automotive Glass Installer	13.56
Automotive Worker	13.86
Electrician, Automotive	14.55
Mobile Equipment Servicer	12.23
Motor Equipment Metal Mechanic	15.22
Motor Equipment Metal Worker	13.86
Motor Vehicle Mechanic	15.22
Motor Vehicle Mechanic Helper	11.52
Motor Vehicle Upholstery Worker	13.19
Motor Vehicle Wrecker	13.86
Painter, Automotive	15.65
Radiator Repair Specialist	13.86
Tire Repairer	11.59
Transmission Repair Specialist	15.22

Food Preparation and Service Occupations

Baker	10.76
Cook I	9.12
Cook II	10.11
Dishwasher	7.44

Food Service Worker	7.50
Meat Cutter	12.79
Waiter/Waitress	8.11
Furniture Maintenance and Repair Occupations	
Electrostatic Spray Painter	13.76
Furniture Handler	10.59
Furniture Refinisher	13.76
Furniture Refinisher Helper	11.14
Furniture Repairer, Minor	12.48
Upholsterer	13.76
General Services and Support Occupations	
Cleaner, Vehicles	8.38
Elevator Operator	8.86
Gardener	10.86
House Keeping Aid I	7.57
House Keeping Aid II	8.53
Janitor	8.86
Laborer, Grounds Maintenance	10.66
Maid or Houseman	7.57
Pest Controller	12.76
Refuse Collector	9.69
Tractor Operator	12.82
Window Cleaner	9.52
Health Occupations	
Dental Assistant	13.46
Emergency Medical Technician (EMT)/Paramedic/Ambulance Driver	12.57
Licensed Practical Nurse I	11.02
Licensed Practical Nurse II	12.36
Licensed Practical Nurse III	13.83
Medical Assistant	12.36
Medical Laboratory Technician	12.36
Medical Record Clerk	9.77
Medical Record Technician	13.54
Nursing Assistant I	8.13
Nursing Assistant II	9.14
Nursing Assistant III	9.98
Nursing Assistant IV	11.19
Pharmacy Technician	12.19
Phlebotomist	12.36
Registered Nurse I	15.76
Registered Nurse II	19.28
Registered Nurse II, Specialist	19.28
Registered Nurse III	23.34
Registered Nurse III, Anesthetist	23.34
Registered Nurse IV	27.95
Information and Arts Occupations	
Audiovisual Librarian	16.94
Exhibits Specialist I	15.17

Exhibits Specialist II	17.67
Exhibits Specialist III	20.50
Illustrator I	15.17
Illustrator II	17.61
Illustrator III	20.32
Librarian	18.77
Library Technician	12.19
Photographer I	134.28
Photographer II	15.17
Photographer III	17.67
Photographer IV	20.32
Photographer V	24.60
Laundry, Dry Cleaning, Pressing and Related Occupations	
Assembler	7.56
Counter Attendant	7.56
Dry Cleaner	9.45
Finisher, Flatwork, Machine	7.56
Presser, Hand	7.56
Presser, Machine, Drycleaning	7.56
Presser, Machine, Shirts	7.56
Presser, Machine, Wearing Apparel, Laundry	7.56
Sewing Machine Operator	10.22
Tailor	11.47
Washer, Machine	8.24
Machine Tool Operation and Repair Occupations	
Machine-Tool Operator (Toolroom)	13.76
Tool and Die Maker	18.18
Material Handling and Packing Occupations	
Forklift Operator	12.17
Fuel Distribution System Operator	13.01
Material Coordinator	13.80
Material Expediter	13.80
Material Handling Laborer	12.69
Order Filler	10.66
Production Line Worker (Food Processing)	11.20
Shipping Packer	11.28
Shipping/Receiving Clerk	11.28
Stock Clerk (Shelf Stocker; Store Worker II)	13.00
Store Worker I	10.21
Tools and Parts Attendant	11.20
Warehouse Specialist	11.20
Mechanics and Maintenance and Repair Occupations	
Aircraft Mechanic	15.84
Aircraft Mechanic Helper	11.34
Aircraft Quality Control Inspector	16.54
Aircraft Servicer	13.73
Aircraft Worker	14.42
Appliance Mechanic	13.76
Bicycle Repairer	11.43

Cable Splicer	18.22
Carpenter, Maintenance	15.79
Carpet Layer	13.21
Electrician, Maintenance	18.72
Electronics Technician, Maintenance I	16.63
Electronics Technician, Maintenance II	18.23
Electronics Technician, Maintenance III	19.08
Fabric Worker	13.73
Fire Alarm System Mechanic	16.06
Fire Extinguisher Repairer	12.48
Fuel Distribution System Mechanic	16.06
General Maintenance Worker	13.36
Heating, Refrigeration and Air Conditioning Mechanic	15.25
Heavy Equipment Mechanic	16.29
Heavy Equipment Operator	17.27
Instrument Mechanic	15.84
Laborer	8.86
Locksmith	15.10
Machinery Maintenance Mechanic	15.86
Machinist, Maintenance	14.42
Maintenance Trades Helper	11.14
Millwright	18.22
Office Appliance Repairer	15.10
Painter, Aircraft	17.10
Painter, Maintenance	13.73
Pipefitter, Maintenance	18.22
Plumber, Maintenance	16.97
Pneudraulic Systems Mechanic	16.06
Rigger	15.84
Scale Mechanic	14.62
Sheet-Metal Worker, Maintenance	15.84
Small Engine Mechanic	13.11
Telecommunication Mechanic I	15.84
Telecommunication Mechanic II	16.54
Telephone Lineman	15.84
Welder, Combination, Maintenance	14.40
Well Driller	18.22
Woodcraft Worker	15.84
Woodworker	12.33

Miscellaneous Occupations

Animal Caretaker	8.45
Carnival Equipment Operator	10.02
Carnival Equipment Repairer	10.65
Carnival Worker	8.17
Cashier	8.65
Desk Clerk	9.29
Embalmer	17.93
Lifeguard	9.42
Mortician	17.93
Park Attendant (Aide)	11.84
Photofinishing Worker	

(Photo Lab Tech., Darkroom Tech)	9.11
Recreation Specialist	12.88
Recycling Worker	9.45
Sales Clerk	10.11
School Crossing Guard (Crosswalk Attendant)	7.70
Sport Official	9.24
Survey Party Chief (Chief of Party)	17.37
Surveying Aide	10.91
Surveying Technician (Instr. Person/Surveyor Asst./Instr.)	14.85
Swimming Pool Operator	12.79
Vending Machine Attendant	10.87
Vending Machine Repairer	12.79
Vending Machine Repairer Helper	10.87
Personal Needs Occupations	
Child Care Attendant	9.29
Child Care Center Clerk	11.58
Chore Aid	7.94
Homemaker	15.76
Plant and System Operation Occupations	
Boiler Tender	15.84
Sewage Plant Operator	17.37
Stationary Engineer	15.84
Ventilation Equipment Tender	11.20
Water Treatment Plant Operator	17.37
Protective Service Occupations	
Alarm Monitor	14.00
Corrections Officer	18.61
Court Security Officer	19.14
Detention Officer	18.61
Firefighter	20.00
Guard I	8.12
Guard II	12.18
Police Officer	21.39
Stevedoring/Longshoremen Occupations	
Blocker and Bracer	13.04
Hatch Tender	13.04
Line Handler	13.04
Stevedore I	11.28
Stevedore II	13.67
Technical Occupations	
Air Traffic Control Specialist, Center (2)	28.21
Air Traffic Control Specialist, Station (2)	19.46
Air Traffic Control Specialist, Terminal (2)	21.43
Archeological Technician I	14.14
Archeological Technician II	15.84
Archeological Technician III	19.59
Cartographic Technician	20.31
Civil Engineering Technician	19.16

Computer Based Training (CBT) Specialist/Instructor	20.10
Drafter I	10.92
Drafter II	13.60
Drafter III	15.99
Drafter IV	18.61
Engineering Technician I	11.91
Engineering Technician II	14.85
Engineering Technician III	17.45
Engineering Technician IV	20.32
Engineering Technician V	24.85
Engineering Technician VI	30.07
Environmental Technician	15.00
Flight Simulator/Instructor (Pilot)	24.35
Graphic Artist	17.48
Instructor	18.99
Laboratory Technician	14.88
Mathematical Technician	15.29
Paralegal/Legal Assistant I	13.94
Paralegal/Legal Assistant II	16.94
Paralegal/Legal Assistant III	20.67
Paralegal/Legal Assistant IV	25.07
Photooptics Technician	16.82
Technical Writer	18.99
Unexploded (UXO) Safety Escort	17.93
Unexploded (UXO) Sweep Personnel	17.93
Unexploded Ordnance (UXO) Technician I	17.93
Unexploded Ordnance (UXO) Technician II	21.70
Unexploded Ordnance (UXO) Technician III	26.01
Weather Observer, Combined Upper Air and Surface Programs(3)	15.19
Weather Observer, Senior(3)	17.12
Weather Observer, Upper Air(3)	15.19

Transportation/ Mobile Equipment Operation Occupations

Bus Driver	11.24
Parking and Lot Attendant	6.20
Shuttle Bus Driver	9.85
Taxi Driver	8.14
Truckdriver, Heavy Truck	13.99
Truckdriver, Light Truck	9.27
Truckdriver, Medium Truck	13.31
Truckdriver, Tractor-Trailer	13.99

ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

HEALTH & WELFARE: $2.15 an hour or $86.00 a week or $372.67 a month

VACATION: 2 weeks paid vacation after 1 year of service with a contractor or successor; 3 weeks after 5 years, and 4 weeks after 15 years. Length of service includes the whole span of continuous service with the present contractor

or successor, wherever employed, and with the predecessor contractors in the performance of similar work at the same Federal facility. (Reg. 29 CFR 4.173)

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

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

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

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

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

HAZARDOUS PAY DIFFERENTIAL: An 8 percent differential is applicable to employees employed in a position that represents a high degree of hazard when working with or in close proximity to 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 **

Source of Occupational Title and Descriptions:

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

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

Conformance Process:

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

The process for preparing a conformance request is as follows:

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

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

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

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

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

6) The contractor informs the affected employees.

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

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

SECTION J - BLM FIRE PROTECTION REQUIREMENTS

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

1. CLOSED FIRE SEASON

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

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

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

2. FIRE PRECAUTION LEVELS

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

Level 1 is the lowest level of fire danger usually occurring early in the season and perhaps again after significant rainfall during the season. All requirements listed above apply. Waivers may be issued by the State Districts or Protective Associations and these <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:

X Physically capable and experienced in operating any firefighting equipment on site.
X On duty for 3 hours after the shutdown of the last power-driven equipment for the day.
X Furnished adequate facilities for transportation and communications in order to summon assistance if needed.
X 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	
KIND OF TOOLS	NUMBER OF TOOLS REQUIRED										
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:

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

Exhibit J-8

MEDFORD DISTRICT
2002 SPECIAL STATUS VASCULAR PLANTS

A LIST

Code	Species name	Common Name	Lifeform	Status	S&M	Susp/ Known
AGHE3	Agrostis hendersonii	Henderson's bentgrass	Vascular	BSO		S
ALPE	Allium peninsulare	Mexicali onion	Vascular	BAO		S
ANELA	Androsace elongata ssp. acuta	long-stemmed androsace	Vascular	BAO		S
ARHI5	Arctostaphylos hispidula	Gasquet manzanita	Vascular	BAO		K
ARMA33	Arabis macdonaldiana	MacDonald rockcress	Vascular	FE		K
ARMO	Arabis modesta	Rogue Canyon rockcress	Vascular	BAO		K
ASCA7	Astragalus californicus	Klamath Basin milkvetch	Vascular	BAO		K
ASCA9	Astragalus calycosus	Torry's milkvetch	Vascular	BAO		S
ASSE	Asplenium septentrionale	northern spleenwort	Vascular	BAO		S
BEOR	Bensoniella oregano	Oregon bensoniella	Vascular	BSO		K
BOCR	Botrychium crenulatum	scalloped moonwort	Vascular	BSO		S
CACO41	Calochortus coxii	Cox's mariposa lily	Vascular	SEO		S
CACO8	Carex comosa	longhair sedge	Vascular	BAO		K
CAGI5	Carex gigas	Siskiyou sedge	Vascular	BAO		K
CAGR	Calochortus greenei	Greene's mariposa lily	Vascular	BSO		K
CAGR14	Camissonia graciliflora	hill suncup	Vascular	BAO		K
CAHO11	Calochortus howellii	Howell's mariposa lily	Vascular	STO		K
CAHO12	Camassia howellii	Howell's camas	Vascular	BSO		K
CAIN11	Carex interior	inland sedge	Vascular	BAO		K
CAIN18	Calochortus indecorus	Sexton Mt. mariposa lily	Vascular	SEO		K
CALE10	Carex leptalea	bristlystalked sedge	Vascular	BAO		K
CALI	Carex livida	livid sedge	Vascular	BAO		K
CAMO3	Calochortus monophyllus	yellow star-tulip	Vascular	BAO		K
CANI	Calochortus nitidus	broadfruit mariposa lily	Vascular	BSO		K
CAOV4	Camissonia ovata	golden eggs	Vascular	BAO		S
CAPE	Calochortus persistens	Siskiyou mariposa lily	Vascular	BSO		S
CASE2	Carex serratodens	two tooth sedge	Vascular	BAO		K
CAUM5	Calochortus umpquaensis	Umpqua mariposa lily	Vascular	SEO		K
CHAN2	Chlorogalum angustifolium	narrowleaf soap plant	Vascular	BAO		K
CHIN	Cheilanthes intertexta	coastal lipfern	Vascular	BAO		K
CIEL	Cimicifuga elata	tall bugbane	Vascular	BSO		K
CLHE4	Clarkia heterandra	mountain clarkia	Vascular	BAO		K
CRMI4	Cryptantha milobakeri	Milo Baker's cryptantha	Vascular	BAO		K
CUBA	Cupressus bakeri	Baker's cypress	Vascular	BAO		K

Exhibit J-8

CYFA	Cypripedium fasciculatum	clustered lady's-slipper	Vascular	BSO	C	K
CYMO2	Cypripedium montanum	mountain lady’s-slipper	Vascular	BTO	C	K
DENU	Delphinium nudicaule	red larkspur	Vascular	BAO		K
DIPA	Dicentra pauciflora	short horn steer's-head	Vascular	BAO		S
DRHO	Draba howellii	rosette draba	Vascular	BSO		S
EPOR	Epilobium oreganum	Grants Pass willowherb	Vascular	BSO		K
ERCE	Erigeron cervinus	Siskiyou daisy	Vascular	BAO		S
ERHO10	Erythronium howellii	Howell's fawn lily	Vascular	BSO		K
ESCA	Eschscholzia caespitosa	tufted poppy	Vascular	BAO		K
EUVI8	Eucephalus vialis	wayside aster	Vascular	STO	A	K
FEEL2	Festuca elmeri	Elmer's fescue	Vascular	BAO		K
FRGE	Fritillaria gentneri	Gentner's fritillary	Vascular	FE		K
FRGL	Fritillaria glauca	Siskiyou fritillary	Vascular	BAO		K
FRPU3	Fritillaria purdyi	Purdy's fritillary	Vascular	BAO		S
FRUM2	Frasera umpquaensis	clustered green gentian	Vascular	BSO		K
GEPL6	Gentiana plurisetosa	bristly gentian	Vascular	BAO		S
GESE2	Gentiana setigera	Mendocino gentian	Vascular	BSO		K
HAAT	Hastingsia atropurpurea	purple-flowered rush lily	Vascular	BSO		K
HABR5	Hastingsia bracteosa	large-flowered rush lily	Vascular	STO		K
HAWHD	Hazardia whitney var. discoidea	Whitney's haplopappus	Vascular	BAO		S
HOAQ	Howellia aquatilis	water howellia	Vascular	FT		S
HOTRT	Horkelia tridentata ssp. tridentata	three-toothed horkelia	Vascular	BAO		S
ILBA	Iliamna bakeri	Baker's wild hollyhock	Vascular	BSO		K
ILLA2	Iliamna latibracteata	California wild hollyhock	Vascular	BAO		K
ISST2	Isopyrum stipitatum	Siskiyou false rue anemone	Vascular	BAO		K
KELE	Keckiella lemmonii	Lemmon's keckiella	Vascular	BAO		S
LELE8	Lewisia leeana	quill-leaf lewisia	Vascular	BAO		S
LIFLB	Limnanthes floccose ssp. bellingeriana	Bellinger's meadow-foam	Vascular	BSO		K
LIFLG3	Limnanthes floccose ssp. grandiflora	woolly meadow-foam	Vascular	FE		K
LIFLP2	Limnanthes floccose ssp. pumila	dwarf meadow-foam	Vascular	STO		K
LIGRG2	Limnanthes gracilis ssp. gracilis	slender meadow-foam	Vascular	BSO		K
LOCO8	Lomatium cookie	Agate desert parsley	Vascular	FE		K
LOST3	Lotus stipularis	balsam bird's-foot trefoil	Vascular	BAO		K
MEOR	Meconella oregano	white fairy poppy	Vascular	BSO		K
MIBO3	Mimulus bolanderi	Bolander's monkey-flower	Vascular	BAO		K
MIDOD	Microseris douglasii ssp. douglasii	Douglas' silverpuffs	Vascular	BAO		S
MIHO2	Microseris howellii	Howell's silverpuffs	Vascular	STO		K
MIJE	Mimulus jepsonii	Jepson's monkey-flower	Vascular	BAO		K
MILAD	Microseris laciniata ssp. detlingii	Detling's silverpuffs	Vascular	BSO		K

MOHO	Montia howellii	Howell's miners lettuce	Vascular	BSO	K
MOPU2	Monardella purpurea	serpentine monardella	Vascular	BAO	K
NAHE	Navarretia heterandra	Tehama pincushion plant	Vascular	BAO	K
NECA	Nemacladus capillaris	common thread plant	Vascular	BAO	K
PEAN2	Pellaea andromedifolia	coffee cliffbrake	Vascular	BAO	K
PEER3	Perideridia erythrorhiza	western yampah	Vascular	BSO	K
PEMUM	Pellaea mucronata ssp. mucronata	birdfoot cliffbrake	Vascular	BAO	K
PIAM	Pilularia Americana	American pillwort	Vascular	BAO	K
PLFIC	Plagiobothrys figuratus var. corallicarpus	coral seeded popcorn flower	Vascular	BSO	K
PLGL	Plagiobothrys glyptocarpus	sculptured popcorn flower	Vascular	BAO	K
PLGR	Plagiobothrys greenei	Greene's popcorn flower	Vascular	BAO	K
PLLA3	Plagiobothrys lamprocarpus	shinyfruit popcorn flower	Vascular	SEO	K
POUN	Poa unilateralis	San Francisco bluegrass	Vascular	BAO	S
RAAU	Ranunculus austro-oreganus	Southern Oregon buttercup	Vascular	BSO	K
RHCRI2	Rhamnus crocea ssp. ilicifolia	hollyleaf redberry	Vascular	BAO	K
ROTH	Romanzoffia thompsonii	Thompson's mist maiden	Vascular	BSO	S
SADE2	Salix delnortensis	Del Norte willow	Vascular	BAO	K
SAFR5	Saxifragopsis fragarioides	strawberry saxifrage	Vascular	BAO	K
SCPE4	Scirpus pendulus	rufous bulrush	Vascular	BAO	K
SEHE2	Senecio hesperius	western ragwort	Vascular	BSO	K
SELAH	Sedum laxum ssp. heckneri	Heckner's stonecrop	Vascular	BAO	K
SEMO5	Sedum moranii	Rogue River stonecrop	Vascular	BSO	K
SEOB3	Sedum oblanceolatum	oblong leaf stonecrop	Vascular	BSO	K
SIHOB	Silene hookeri ssp. bolanderi	Bolander's silene	Vascular	BAO	K
SOLE3	Sophora leachiana	western necklacepod	Vascular	BSO	K
STHO	Streptanthus howellii	Howell's jewelflower	Vascular	BSO	K
TRAN5	Trillium angustipetalum	narrowpetal wakerobin	Vascular	BAO	S
TRHEL	Triteleia hendersonii var. leachiae	Leach's triteleia	Vascular	BSO	S
TRLA16	Triteleia laxa	Ithuriel's spear	Vascular	BAO	S
UTMI	Utricularia minor	lesser bladderwort	Vascular	BAO	S
VIPRO2	Viola primulifolia ssp. occidentalis	bog white violet	Vascular	BSO	K
WOCO	Wolffia Columbiana	Columbian watermeal	Vascular	BAO	S

BRYOPHYTES – GRAZING ALLOTMENT SURVEYS ONLY

CRLA10	Crumia latifolia	wideleaf crumia moss	Bryophyte	BAO	K
MEUL70	Meesia uliginosa	Meesia moss	Bryophyte	BAO	K

Exhibit J-8

Susp/Known = Suspected or Known from Medford District

FE=Federal Endangered, FT=Federal Threatened, FP=Federal Proposed

BSO=Bureau Sensitive, BAO=Bureau Assessment

SEO=State Endangered, STO=State Threatened; S&M=Survey & Manage

Exhibit J-8

MEDFORD DISTRICT
2002 SPECIAL STATUS VASCULAR PLANTS

B LIST

Code	Species Name	Common Name	Lifeform	Status	S&M	Susp/ Known
ADJO	Adiantum jordanii	California maidenhair	Vascular	BTO		K
ALBOM	Allium bolanderi var. mirabile	Bolander's onion	Vascular	BTO		K
ALSA	Allium sanbornii	Sanborn's onion	Vascular	BTO		S
AMRO3	Ammania robusta	grand redstem	Vascular	BTO		S
ARAC4	Arabis aculeolata	Waldo rockcress	Vascular	BTO		K
ARKO5	Arabis koehleri var. stipitata	Koehler's rockcress	Vascular	BTO		K
ASWA6	Asarum wagneri	green flowered wild ginger	Vascular	BTO		K
ASBR12	Aster breweri	Brewer's aster	Vascular	BTO		K
ASBR4	Aster brickelloides	Brickellbush aster	Vascular	BTO		K
ASGA	Astragalus gambelianus	Gambel's dwarf milkvetch	Vascular	BTO		S
BAHOL2	Balsamorhiza hookeri var. lanata	rabbithead balsamroot	Vascular	MW		K
BASE4	Balsamorhiza sericea	silky balsamroot	Vascular	BTO		K
BRCA4	Brodiaea californica	California brodiaea	Vascular	BTO		S
CALOL	Calchortus longebarbatus var. longebarbatus	longbeard mariposa lily	Vascular	BTO		S
CAMA3	Callitriche marginata	winged water-starwort	Vascular	BTO		K
CANUC	Cardamine nutallii var. colvilleana	Coville's toothwort	Vascular	BTO		K
CANUD	Cardamine nutallii var. dissecta	dissected toothwort	Vascular	BTO		K
CANUG	Cardamine nutallii var. gemmata	purple toothwort	Vascular	BTO		K
CABA4	Carex barbarae	Santa Barbara sedge	Vascular	BTO		K
CAGY	Carex gynodynama	hairy sedge	Vascular	BTO		K
CAPR7	Carex praticola	meadow sedge	Vascular	BTO		K
CASE50	Carex serpentincola	serpentine sedge	Vascular	BTO		K
CABR17	Castilleja brevilobata	short-lobe Indian paintbrush	Vascular	BTO		K
CHCO4	Cheilanthes covillei	Coville's lipfern	Vascular	MW		K
CICI	Cirsium ciliolatum	Ashland thistle	Vascular	BTO		K
CYCA4	Cypripedium californicum	California lady's-slipper	Vascular	BTO		K
DACA5	Darlingtonia californica	California pitcher-plant	Vascular	BTO		K
DIFOO	Dicentra formosa ssp. oregana	Oregon bleeding heart	Vascular	BTO		K
DIID	Dichelostemma ida-maia	firecracker flower	Vascular	BTO		K
EPRI	Epilobium rigidum	Stiff willowherb	Vascular	BTO		K
ERPE6	Eriogonum pendulum	Waldo buckwheat	Vascular	BTO		S
EUOC8	Euonymus occidentalis	western burning bush	Vascular	BTO		S

GISIS	Gilia sinistra ssp. sinistra	Alva Day's gilia	Vascular	BTO	S
HABE	Hackelia bella	greater showy stickseed	Vascular	BTO	K
HEBO3	Helianthus bolanderi	serpentine sunflower	Vascular	BTO	S
HIBO	Hieracium bolanderi	Bolander's hawkweed	Vascular	BTO	K
HIGR2	Hieracium greenei	Greene's hawkweed	Vascular	BTO	K
HIOD	Hierochloe odorata	vanilla grass	Vascular	BTO	K
KALE	Kalmiopsis leachiana	North Umpqua kalmiopsis	Vascular	BTO	K
LALAT	Lathyrus lanzwertii var. tracyi	Tracy's pea	Vascular	BTO	K
LEDA	Leucothoe davisii	Sierra laurel	Vascular	MW	K
LECOH2	Lewisia cotyledon var. howellii	Howell's lewisia	Vascular	BTO	K
LEOP	Lewisia oppositifolia	oppositeleaf lewisia	Vascular	BTO	K
LIBA	Linanthus bakeri	Baker's linanthus	Vascular	BTO	S
LIHE	Lithophragma heterophyllum	hillside woodland-star	Vascular	BTO	K
MEST	Melica stricta	rock melicgrass	Vascular	BTO	S
MEBE	Mertensia bella	beautiful bluebells	Vascular	BTO	S
MICO2	Mimulus congdonii	Congdon's monkeyflower	Vascular	MW	K
MIDO2	Mimulus douglasii	Brownies	Vascular	BTO	K
MIKE	Mimulus kelloggii	Kellogg's monkeyflower	Vascular	BTO	K
MICA7	Minuartia californica	California sandwort	Vascular	BTO	K
MOGL	Monardella glauca	Pale monardella	Vascular	BTO	S
MODI3	Montia diffusa	spreading miners lettuce	Vascular	BTO	K
NALO	Nama lobbii	Lobb's fiddleleaf	Vascular	BTO	S
NALEL	Navarretia leucocephala ssp. Leucocephala	whitehead navarretia	Vascular	BTO	S
NATA3	Navarretia tagetina	marigold pincushion plant	Vascular	BTO	S
PEHO5	Perideridia howellii	Howell's yampah	Vascular	BTO	K
PHVE3	Phacelia verna	spring phacelia	Vascular	BTO	K
PISA2	Pinus sabiniana	Digger pine	Vascular	BTO	K
PLAU	Plagiobothrys austiniae	Austin's popcornflower	Vascular	BTO	K
POBO	Poa bolanderi	Bolander's bluegrass	Vascular	BTO	S
POPI2	Poa piperi	Piper's bluegrass 3	Vascular	BTO	K
PORH	Poa rhizomata	rhizome bluegrass	Vascular	BTO	S
POSU10	Poa suksdorfii	western bluegrass	Vascular	BTO	S
POLE5	Polystichum lemmonii	Lemmon's hollyfern	Vascular	BTO	S
POAN3	Populus angustifolia	narrowleaf cottonwood	Vascular	BTO	K
RACA	Rafinesquia californica	California plumseed	Vascular	BTO	K
RIINK	Ribes inerme var. klamathense	Klamath gooseberry	Vascular	BTO	K
SAPE7	Sanicula peckiana	Peck's blacksnakeroot	Vascular	BTO	K
SCBO	Scribneria bolanderi	Scribner's grass	Vascular	BTO	K

SESPP2	Sedum spathulifolium ssp. Purdyi	Purdy's stonecrop	Vascular	BTO	K
SIHIN	Sidalcea hickmannii ssp. Novum	chaparral checkerbloom	Vascular	MW	K
SICA4	Silene californica	Indian pink	Vascular	BTO	S
SILE2	Silene lemmonii	Lemmon's catchfly	Vascular	BTO	K
SMCA2	Smilax californica	California greenbrier	Vascular	BTO	K
SOPA	Solanum parishii	Parish's nightshade	Vascular	BTO	K
STGL8	Streptanthus glandulosus	bristly jewelflower	Vascular	BTO	K
THMOS	Thlaspi montanum var. siskiyouense	Siskiyou pennycress	Vascular	BTO	K
TOGLG	Tofieldia glutinosa ssp. Glutinosa	sticky tofieldia	Vascular	BTO	K
TRCRC	Triteleia crocea var. crocea	yellow triteleia	Vascular	BTO	S
TRIXS	Triteleia ixioides ssp. Scabra	prettyface	Vascular	BTO	S
VACH2	Vancouveria chrysantha	golden insideout flower	Vascular	BTO	K
VEHA2	Verbena hastate	swamp verbena	Vascular	BTO	S
ZIEX	Zigadenus exaltatus	giant deathcamas3	Vascular	MW	K

Known/Susp = Known or Suspected from Medford District

BTO=Bureau Tracking, MW=Medford Watch, S&M=Survey & Manage

Exhibit J-9

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