AWARD DATA
Orders May Be Placed Through 6/14/07

Tree Marking,
Indefinite-Delivery, Indefinite-Quantity

Ordering Agencies:
BLM

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. HAC041S00 Curtis A Madson, Jr 1442 NW Quincy Ave Bend, OR 97707 Contact: 541-389-7808 Maximum TO Limit: $25,000 Maximum Order per 30 Days: $40,000 Past Performance: Excellent	BLM Contract No. HAC041T00 Biological Information Specialist, Inc. 18431 Hwy 42 Camas Valley, OR 97416 Contact: Tim Vredenburg, 541-445-2808 Maximum TO Limit: $50,000 Maximum Order per 30 Days: $50,000 Past Performance: Good

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

For contractors' technical approach and sample task order from Section J, contact:
Jessica Clark at 503-808-6226

For contract HAC041T00 – In accordance with contract clause 52.243-4 Changes, change contract specification C.5.3.8 to read as follows: C.5.3.8 Plot documentation shall be turned into the COR or PI each week.

Past performance definitions:

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

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

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

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

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

SECTION B - SCHEDULE OF ITEMS

Sub-Item	Description	Est. Qty.	Unit	Unit Price	Total Price
A	Basal Area Prescription				
A1	50-75 TPA orange marked	100	AC	$_____	$_____
A2	76-100 TPA orange marked	100	AC	$_____	$_____
A3	101-125 TPA orange marked	100	AC	$_____	$_____
B	Diameter Limit Prescription				
B1	50-75 TPA orange marked	100	AC	$_____	$_____
B2	76-100 TPA orange marked	100	AC	$_____	$_____
B3	101-125 TPA orange marked	100	AC	$_____	$_____
C	Average Spacing Prescription				
C1	50-75 TPA orange marked	100	AC	$_____	$_____
C2	76-100 TPA orange marked	100	AC	$_____	$_____
C3	101-125 TPA orange marked	100	AC	$_____	$_____
D	Special Mark Areas				
D1	76-100 TPA orange or black marked	50	AC	$_____	$_____
D2	101-150 TPA orange or black marked	50	AC	$_____	$_____
D3	151-200 TPA orange or black marked	25	AC	$_____	$_____
D4	201-300 TPA orange or black marked	25	AC	$_____	$_____

SCHEDULE OF ITEMS (continued)

Sub-Item	Description	Est. Qty.	Unit	Unit Price	Total Price
D5	301-400 TPA orange or black marked	25	AC	$_____	$_____
D6	401-500 TPA orange or black marked	25	AC	$_____	$_____

TOTAL SUBITEMS A – D $_____
(All or None)

AC = Acre
Est. = Estimated
Qty. = Quantity
TPA= Trees per Acre

SCHEDULE OF ITEMS (continued)

This is a three-year indefinite-delivery, indefinite-quantity contract for tree marking services in the Bureau of Land Management (BLM), Coos Bay District, Oregon. The quantities listed are a representative proportion of the quantities of services anticipated to be ordered throughout the contract, for evaluation purposes only.

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

PERFORMANCE TIME: one calendar day for each 10 acres.

ESTIMATED START WORK DATE: June 14, 2004

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.

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 $800,000. The Sample Task Order (See Section J) is a sample order and given for illustration only.

MINIMUM GUARANTEE: The minimum guarantee under each contract awarded will be the Contractor's maximum task order limitation up to a maximum of $15,000 (even if the Contractor's maximum task order limitation is higher).

MAXIMUM ORDER LIMITATION:

The Contractor' 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' 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 TREE MARKING CONTRACT

C.1.0 GENERAL

C.1.1 Description of Work - The purpose of this project is to select trees to be cut and trees to leave in stands scheduled for future commercial thinning projects in the Coos Bay District, Oregon. Trees to leave shall be marked with orange paint and trees to be cut shall be marked with black paint, depending upon prescription and stand type.

C.1.2 Description of Project Units - The proposed project includes units that range in size from 1 to 1,000 acres, although most units are in the 20 to 100 acre range. Project units are between 200 and 3,000 foot elevation. Topography is gentle to steep (10-120% slope). Brush cover is variable and ranges from light to heavy. Brush species include but are not limited to rhododendron, evergreen huckleberry, vine maple, salal, and sword fern.

C.1.3 Location of Project Units - The work will be performed in the Coos Bay District, within 50 miles of Coos Bay, Oregon. Project maps will be issued with each task order.

C.1.4 Boundaries of Project Units

C.1.4.1 Project unit boundaries will be identified by one or several of the following: blazed trees with paper tags, colored flagging of a type designated by the Government, roads, streams or a change in timber type/age.

C.1.4.2 No-harvest riparian buffers, as described in C.2.0, will have the beginning of the stream channel identified with colored flagging of a type designated by the Government. All trees within the no-harvest riparian buffer will be designated as leave trees. No-harvest riparian buffers will be designated as Subitem D.

C.1.4.3 Interior reserve areas may be present within project boundaries and will be identified on the project unit map. These areas are identified with paper tags, or may be flagged as indicated in above. No marking shall occur within these areas. These areas will not be included in unit acreage.

C.1.5 Access to Project Units

C.1.5.1 Access to project units will be over county, BLM, and private logging road systems with a variety of road surfaces, e.g., gravel, oiled or natural/dirt.

C.1.5.2 Standard access is defined as (1) passable with a 2-wheel drive vehicle although a 4-wheel drive may sometimes be required or (2) foot travel to the project unit boundary is less than 1/2 mile.

C.1.5.3 Use of All Terrain Vehicle: If an all terrain vehicle is used, it shall be of such design that it will travel over rough, uneven terrain and not create wheel ruts and channels. Use of an all terrain vehicle must meet the approval of the Government.

C.1.5.4 Use of Dirt Roads: Use of 2-wheel drive and 4-wheel drive vehicles on dirt roads is permitted only on approval of the Government.

C.1.5.5 Gates: Some units may be behind locked gates. Locked gates shall remain locked at all times other than when the Contractor is passing through them. A key for access to locked gates will be supplied to the Contractor after the contract is awarded. The key shall be returned to the Contracting Officer's Representative (COR) in a usable condition before final payment is made. The Contractor shall be charged $50.00 for each key lost or returned in an unusable condition.

C.2.0 DEFINITIONS

Average Spacing Prescription - a marking prescription based upon an average spacing. Spacing may include a maximum distance and/or a maximum DBH.

Basal Area - the cross sectional area of trees at DBH, including the bark, stated in square feet on a per acre basis.

Basal Area Factor (BAF) - a numerical factor used in variable radius plots which makes it possible to convert stem count per acre to basal area per acre.

Basal Area Prescription (BAP) - a marking prescription based upon a specified basal area target.

Borderline - a term used for a tree that is difficult to judge as being “in” or “out” of the variable plot because it is located at a distance from plot center, which is nearly equal to the limiting distance for a given BAF. Final determination if the tree is “in” or “out” is calculated by measuring the tree diameter at DBH and determining the limiting distance.

Co-dominant Tree – a tree with its crown forming the general level of the crown canopy and receiving full light from above but comparatively little from the sides; usually with a medium-size crown partially crowded on the sides.

Conifer - an evergreen, cone bearing tree such as Douglas-fir, western redcedar, grand fir, or western hemlock.

Cut Tree – a tree that will be harvested. Cut trees are usually intermediate, overtopped, or of inferior quality. Co-dominant trees may occasionally be cut.

DBH - diameter of the tree at breast height, measured at a point 4-1/2 feet above ground level from the uphill side of the tree.

Diameter Limit Prescription – a marking prescription in which every tree over a specified DBH is marked as a leave tree, regardless of tree quality. The only spacing considered in this prescription is the maximum spacing limit. Trees that are less than the specified DBH will not be marked as leave trees unless no trees over the specified DBH are within the maximum spacing limit.

Dominant Tree – a tree with its crown extending above the general level of the crown canopy and receiving full light from above and partly from the side; larger than average trees in the stand, and with its crown dense, comparatively wide and long, but possibly somewhat crowded on the sides.

Fixed Plot - a circular plot with a fixed center having a radius (horizontal distance) that covers a certain fraction of an acre. A 1/10 acre plot has a radius of 37.2 feet.

Gap- a discontinuity in canopy cover; a spacing between trees over five times greater than the existing tree spacing; a spacing between trees equal to or greater than the height of dominant trees in the project unit. Gaps can be natural or created through tree removal.

Hardwood - a broad-leaved tree which attains a height of greater than 20'. Trees may occur in clumps or as a single stem. Hardwood trees include, but are not limited to, bigleaf maple, red alder, myrtle, and chinquapin.

Intermediate Tree – a tree shorter than dominants or co-dominants, with its crown below or barely reaching into the main canopy formed by dominant and co-dominant trees; receives a little direct light from above and none from the sides; usually with a small crown and crowded on the sides.

Leave Tree - a tree that would be left in a harvest operation according to basal area guidelines or diameter limit guidelines, tree spacing, tree health, or position of the crown in the canopy. Minimum DBH is seven inches.

Limiting Distance - the horizontal distance from plot center to the center of the bole at the point of diameter measurement to determine whether a borderline tree is truly “in” or “out” of the variable plot.

No-harvest Riparian Buffer - an area reserved from harvest which falls within 20' of a stream bank, or an identifiable topographic break near the bank, or within 20' of a flood plain, or within 20' of the stream side edge of vegetation, whichever is greater.

Old-growth Tree – a tree that appears much older than the average tree for the stand; has a large diameter, deep furrowed bark, and may be defective.

Overtopped Tree – a tree with its crown entirely below the general forest canopy and receiving no direct light from above or from the sides.

Reserve Tree – see Leave Tree.

Snag Tree – a standing dead tree over 6' in height.

Special Mark Areas - Areas requiring unique marking prescriptions or alterations of previously-painted areas. Special Mark Areas may be used to reserve riparian areas or other important areas. Special Mark Areas may also be designated to create gaps (areas of cut trees) in existing marked areas.

Suppressed Tree - see Overtopped Tree.

Variable Radius Plot - a tree's diameter and distance from plot center determines whether it is within the plot. A tree with a diameter large enough to subtend the fixed critical angle of the angle-gauge, Relaskop, wedge prism, or other device being used, is considered "in". The probability of a tree being "in" is proportional to the tree's basal area. Variable radius plots are on a horizontal plane.

C.3.0 CONTRACTOR-FURNISHED ITEMS

C.3.1 The Contractor shall furnish all necessary labor, equipment, transportation, supervision, tools, and materials, except as provided by C.4.0, Government-furnished Property, and incidentals necessary to complete the work as specified herein.

C.3.2 Crew Requirements - The Contractor must maintain an adequate work force at all times to ensure timely completion of the work and is responsible for the crew(s) knowing and performing the requirements of the contract.
Supervisor Requirements - Persons designated by the Contractor as supervisors must actually perform in that capacity. The supervisor must, therefore, effectively direct the crew by (1) making periodic inspections of the crew's work, such as establishing evenly distributed check plots throughout project units, (2) advising them as to deficient work, and (3) providing instructions for correcting such efficiencies. This person shall be capable of speaking and reading English well enough to ensure good communications with the Project Inspector (PI). Any group of people without such an individual will not be considered a crew. Any changes in supervisory designations, crew personnel or work schedule shall be submitted in writing to the COR at least 24 hours prior to the change taking effect.

C.3.4 Equipment and Supplies

C.3.4.1 The Contractor shall provide the following:

a. Tools to measure the basal area per acre in residual trees. A prism, angle gauge, or a Relaskop are examples. If a prism or angle gauge is used, a clinometer is also required.

b. A 75' tape and calculator for using the plot radius factor determining the limiting distance of borderline trees. The tape will also be used in determining fixed plot radius.

c. Standard orange and black tree marking paint which will effectively stick to tree bark under all types of weather conditions. Orange paint shall be used for marking leave trees. Black paint shall be used for corrections and/or some Special Mark Areas. The Contractor shall provide a detailed description of the type and product name of paint to be used at the pre-work conference.

d. All equipment or tools required to apply the tree marking paint.

e. Lime green flagging to identify quality control check plots

f. Water-proof markers to designate plots on flagging.

C.3.4.2 All tree marking paint and application equipment are subject to approval by the Government prior to start work. Acceptable tree marking paint and applicators must be similar to those paints and applicators made available through forestry supply catalogs and stores.

C.3.5 The Contractor shall obtain written authorization from the Resource Area Manager prior to camping on BLM administered lands.

C.4.0 GOVERNMENT-FURNISHED PROPERTY

C.4.1 The Government will provide the following items:

a. Aerial photo of each unit area.
b. Vicinity map, 1" to 1,000', project area maps of each unit.
c. Silvicultural prescription(s) to be used for each unit within each task order issued.

C.4.2 All Government-furnished property shall be returned to the Government prior to final task order payment.

C.5.0 SPECIFIC TASKS

C.5.1 Tree Marking Prescriptions

C.5.1.1 Subitem A - Prescriptions vary for each project area. In general, prescriptions shall require specific basal areas of conifer trees to be left which may vary between units or between task orders. Basal Area to be retained may vary between 60 and 160 square feet per acre. Silvicultural prescriptions shall be provided with each task order. Silvicultural prescriptions may have requirements such as retaining as leave trees all trees of certain species or size.

C.5.1.2 Subitem B - Prescriptions shall require all trees of a specified diameter and larger to be retained as leave trees. In addition, silvicultural prescriptions may have requirements such as retaining as leave trees all trees of certain species. There may be a maximum spacing permitted between leave trees.

C.5.1.3 Subitem C – Prescriptions shall require leave trees to be on an average spacing. Average spacing between leave trees will usually fall between 18'x18' and 30'x 30'. Spacing will be on an average to provide latitude for designating as leave trees healthy dominant and co-dominant trees. A maximum spacing and/or a maximum DBH may be included in the prescription.

C.5.1.4 Subitem D – Prescriptions will usually require that all trees in an area be marked, or all trees of a certain species will be marked. Special Marked areas are most often used to reserve riparian areas and create gaps.

C.5.2 Painting Requirements

C.5.2.1 Leave trees shall be marked with orange paint and shall be applied to each tree as follows:

1) Paint shall be in direct contact with the tree bark; moss and other obstructions must be removed prior to paint application.

2) Trees shall be marked with paint at 4½′ or higher above ground level as measured from the uphill side of the tree. Trees shall be marked so that the paint is visible from all sides of the tree.

3) Two horizontal bands of paint approximately two inches wide and at least six inches long, shall be painted on the tree within two inches of ground level and be visible on the uphill and downhill sides of the tree.

C.5.2.2 Trees marked in error or trees in black mark special mark areas shall have orange markings completely obliterated with black tree marking paint.

C.5.2.3 All empty paint cans shall be removed from Government land and disposed of

legally off site.

C.5.2.4 Tree marking paint shall not be diluted or thinned from its original concentration prior to application.

C.5.3 Quality Control

C.5.3.1 Quality control will be provided by the COR/PI in units of less than five acres. In units of five acres and larger, the Contractor or designated supervisor shall provide quality control by establishing evenly distributed plots in all units throughout the project area (no less than one plot per five acres). All plots shall be whole plots entirely within the unit boundaries. Plots shall be established based on a horizontal plane.

C.5.3.2 Subitem A - Plots will be measured using a 20 BAF. These quality control plots will function as a guide to the Contractor and a check for the COR/PI to insure that the prescribed basal area is being achieved.

C.5.3.3 Subitems B and C - Establish evenly distributed 1/10th acre fixed plots throughout the project area (no less than one plot per five acres). These quality control plots will function as a guide to the Contractor and a check for the COR/PI to insure that the prescription is being achieved.

C.5.3.4 Subitem D

a. Riparian areas – as these areas are 40 feet wide, slope distance, quality control will be accomplished by establishing a 1/20 acre rectangular fixed plot with the dimensions 132'X16.5' horizontal distance. Plot centers shall be designated with a lime green flagging tied to a stick and firmly planted into the ground. The plot number will be written on the flag. All trees within the plot shall have lime green flagging tied around their circumference at DBH or hung on a branch of the tree facing plot center. The plot shall be located and identified on the Government-furnished project area map.

b. Other Special Mark areas - Establish 1/10th acre fixed plots at the rate of one plot per five acres. These quality control plots will function as a guide to the Contractor and a check for the COR/PI to insure that the prescription is being achieved.

C.5.3.5 Plots lines shall run perpendicular to ridges and draws. Plot centers shall be designated with a lime green flagging tied to a stick and firmly planted into the ground. The plot number will be written on the flag. The plot shall be located and identified on the Government-furnished project area map.

C.5.3.6 The Contractor shall provide documentation of the data collected on the variable and fixed plot. Documentation shall include the following:

Subitem A - Variable plot: unit number, plot number, and a listing for each tree seven inches DBH or larger: DBH, species, crown class, leave tree/cut tree designation and whether the tree was considered borderline. DBH shall be recorded to the nearest inch using a diameter tape.

Subitems B and C - Unit number, plot number and a listing for each tree seven inches DBH or larger: DBH, species, and leave tree/cut tree designation. DBH shall be recorded to the nearest inch using a diameter tape.

Bid Item D - Unit number, plot number, and a listing for each tree seven inches DBH or larger: species and leave tree/cut tree designation.

C.5.3.7 Project maps with plot locations and plot numbers shall be recorded for each unit larger than five acres.

C.5.3.8 Plot documentation shall be turned into the COR or PI upon completion of each unit.

SECTION E - INSPECTION AND ACCEPTANCE

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

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

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

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

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

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

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

E.1.0 INSPECTION

E.1.1 The Government will evaluate work quality and conformance with contract specifications by taking an administrative survey or a formal survey in which a representative sample of the work is taken in the form of variable and fixed plots within each project area. The Contractor is encouraged to observe inspections while they are being made.

E.1.2 Administrative surveys - the Government will conduct a walk through the project area and take periodic measurements to ensure contract objectives have been met and the quality of work is satisfactory. Formal surveys will be done on each unit to determined trees/acre.

E.1.3 Formal Surveys

E.1.3.1 *Subitem A*

a. Field compliance checks for prescription marking using evenly distributed variable plots with a relaskop and/or 1/10 acre fixed plots will be done as marking progresses. Plots will be marked in the field and shown on a map by the PI. Plots will be taken at a minimum rate of one plot per five acres marked. Depending on the Contractor's performance, plots could exceed this rate.

b. On each formal survey plot, the Government will:

   1) Mark the plot center in the field with lime green flagging tied to a stick which will be firmly planted into the ground, flagged above the plot with same color flagging and displaying the plot number. Plots will be identified on the project area map to aid in relocation.

   2) Document plot data as described in C.5.3.6.

   3) Determine if prescription has been met.

c. Visual inspection of compliance with painting requirements will also be made during plot sampling. Any painting found throughout any portion of the project area that does not meet specifications shall be reworked.

d. Formal survey plots will be used to determine trees per acre for payment basis.

E.2.0 ACCEPTANCE

E.2.1 Satisfactory Work Quality

E.2.1.1 Subitem A -Within each unit, a variation not to exceed 20% of the prescribed basal area is acceptable, as determined by Government inspection. Additionally, within each unit, no more than 10% of the trees shall be marked erroneously. Trees will be considered to be marked correctly based upon visibility, location of paint and quality of leave trees as stated in marking prescription.

E.2.1.2 Subitem B - No more than 10% of the trees shall be marked erroneously, as determined by Government inspection. Trees will be considered to be marked correctly based upon visibility and location of paint, DBH of the tree, maximum spacing guidelines, and preferred leave tree guidelines, as stated in the marking prescription. A variance of one inch above or below prescribed DBH is allowed in determining if the tree is correctly marked.

E.2.1.3 Subitem C - Within each unit, a variance not to exceed 10% of prescribed trees per acre is acceptable, as determined by Government inspection. Additionally, within each unit no more than 10% of the trees shall be marked erroneously. Trees will be considered to be marked correctly based upon visibility and location of paint as stated in C.5.2.

E.2.1.4 Subitem D - No more than 10% of the trees shall be marked erroneously, as determined by Government inspection. Trees will be considered to be marked correctly based upon visibility and location of paint, and marking prescription.

E.2.2 Unsatisfactory Work Quality

E.2.2.1 If the work quality is less than acceptable (see E 2.1), the project area shall be reworked until an acceptable quality is obtained. If the Contractor fails to bring the work quality up to or above the acceptable level within two working days after written notification, the CO may issue a Suspend Order.

E.2.2.2 Rework may involve marking additional trees, blacking out marked trees with black tree marking paint, and/or repainting inadequately painted trees. The Government will pay for the cost of the first re-inspection on any rework. In the event subsequent rework is required, the Contractor shall be charged for the Government's cost of re-inspection.

E.2.2.3 Re-inspections will be made during and/or after rework. Once an acceptable quality is reached, payment will be made in accordance with E.3.0.

E.3.0 PAYMENT

E.3.1 Payment will be based on the Government's inspection results.

E.3.2 Payment will be made for the actual number of acres treated as listed in the task order, inspected and accepted by the Government.

E.3.3 Final payment under the contract will not be made until all Government-furnished property has been returned as directed by the COR.

E.4.0 MEASUREMENT OF TREATMENT AREAS

E.4.1 Individual treatment areas ill be identified within units. Acres will be calculated using a combination of GIS data interpretation and established field measurement methods.

E.4.2 The acreage for the purpose of payment is measured on the horizontal plane.

E.4.3 Roads do not require treatment and have been excluded from the unit acreage to be measured and paid for under the contract. The average width of roads is estimated to be 26 feet throughout the project.

E.5.0 REMEASUREMENT OF UNITS

E.5.1 The Contractor may at any time during the course of the contract, request in writing to the CO remeasurement of any project area if the Contractor feels that the acreage stated in the task order and on the project maps is incorrect.

E.5.2 If remeasurement indicates that a variance of 5% or less exists, the Contractor shall pay for the actual cost of the remeasurement. Payment for the treatment area will be based on the acreage stated in the task order.

E.5.3 If remeasurement indicates that the actual acreage variance is greater than 5% of that shown in the task order and on the project maps, payment for the treatment area will be based on the remeasured acreage (less the payment adjustment factor if any). The cost for remeasurement will be paid for by the Government. Acreage is measured on the horizontal plane.

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

Bureau of Land Management
Coos Bay District Office
1300 Airport Lane
North Bend, OR 97459

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. 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.1.0 CONTRACT TIME

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

F.2.0 PROGRESS PLAN

At the task order prework conference, the Contractor shall provide to the COR a written "work progress plan" that details its 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 sequence of work will be determined by the COR and may be subject to change 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 UNDOCUMENTED WORKERS

This contract involves the employment of unskilled labor working under arduous field conditions. Such employment may be attractive to persons coming from foreign countries, sometimes illegally. Bidders are reminded that it is a crime to bring into the United States, transport within the United States, and to harbor aliens who do not have a proper visa for entry and working in this country (8 U.S.C. § 1323-1325). If violations are suspected by the COR during the performance of work on this (these) project(s) they will be reported to the U.S. Immigration and Naturalization Service for investigation and appropriate action. Conviction of the Contractor for commission of a criminal offense referred to herein will be deemed sufficient cause for default and the initiation of debarment or suspension proceedings to prevent the Contractor from receiving future Government contracts.

H.9.0 MIGRANT SEASONAL AGRICULTURAL WORKERS PROTECTION ACT REGISTRATION

H.9.1 As set forth in Title 29, Part 500 of the Code of Federal Regulations, Migrant and Seasonal Agricultural Worker Protection, the Contractor shall maintain all necessary U.S. Department of Labor registrations during the performance period of this contract. Failure to maintain a valid registration is grounds for termination of this contract.

H.9.2 In compliance with the Migrant and Seasonal Agricultural Worker Protection Act, the Contractor shall provide the following to meet minimum safety and health standards for housing employees when camping on Federal lands:

a. A shelter to provide protection from the elements. Where heat adequate for weather conditions is not provided, other arrangements should be made to protect the workers from the cold.

b. Sanitary facilities for storing food. Ice chests or coolers, with ice supply made from potable water replenished as necessary, to meet the requirement for storage of perishable food items.

c. An adequate and convenient potable water supply, approved by the appropriate health authority, in each camp for drinking and cooking purposes. As an alternative, commercial bottled water may be used.

d. Toilet and hand washing facilities adequate for the capacity of the camp, at not less than a 1:15 ratio, supplied with adequate toilet paper. Such facilities shall be maintained in a sanitary condition.

e. Fly-tight, rodent-tight, impervious, cleanable or single service containers to be used for the storage of garbage. Such containers shall be kept clean and emptied when full.

f. Basic first aid supplies under the charge of a person trained to administer first aid.

g. A laundry tray or tub for every 30 workers, or transportation, at least weekly, to a commercial laundromat for all workers.

H.10.0 OREGON FARM/FOREST LABOR CONTRACTOR'S LICENSE

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

Information on obtaining this license may be obtained from:

Bureau of Labor and Industries
Wage and Hour Division
800 NE Oregon, #32, Suite 1160
Portland, Oregon 97232

Contact: Licensing Unit
Telephone: (503) 731-4074

H.11.0 IMPROPER DISPOSAL OF GOVERNMENT-FURNISHED MATERIAL

H.11.1 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.11.2 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. Serious or repeated improper disposal may be referred to law enforcement for investigation and appropriate action. Conviction of the Contractor for commission of a criminal offense referred to herein will be deemed sufficient cause for default and the initiation of debarment or suspension proceedings to prevent the Contractor from receiving future Government contracts.

H.12.0 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 Federal Acquisition Regulation 16.505(b)(5), 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 2001-18)
*** 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 2003)
52.204-4	Printed or Copied Double-Sided on Recycled Paper	(AUG 2000)
52.204-7*	Central Contractor Registration	(OCT 2003)
52.209-6	Protecting the Government's Interest When Subcontracting With Contractors Debarred, Suspended, or Proposed for Debarment	(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	(JAN 2004)
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)
52.219-6	Notice of Total Small Business Set-Aside (Applicable if so noted on Schedule of Items.)	(JUN 2003)
52.219-8	Utilization of Small Business Concerns	(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	(JUN 2003)
52.222-4	Contract Work Hours and Safety Standards Act - Overtime Compensation	(SEP 2000)
52.222-21	Prohibition of Segregated Facilities	(FEB 1999)
52.222-26	Equal Opportunity	(APR 2002)

52.222-35	Affirmative Action for Disabled Veterans and Veterans of the Vietnam Era	(DEC 2001)
52.222-36	Affirmative Action for Workers with Disabilities	(JUN 1998)
52.222-37	Employment Reports on Disabled Veterans and Veterans of the Vietnam Era	(DEC 2001)
52.222-41	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 2003)
52.225-1	Buy American Act - Supplies	(JUN 2003)
52.225-13	Restrictions on Certain Foreign Purchases	(DEC 2003)
52.227-1	Authorization and Consent	(JUL 1995)
52.227-2	Notice and Assistance Regarding Patent and Copyright Infringement	(AUG 1996)
52.228-1*	Bid Guarantee (Applicable if guarantees required. See Schedule of Items.)	(SEP 1996)
52.228-2	Additional Bond Security (Applicable if bonds required. See Schedule of Items.)	(OCT 1997)
52.228-5	Insurance-Work on a Government Installation (Applicable if DIAR 1452.228-70 is included.)	(JAN 1997)
52.228-11*	Pledges of Assets (Applicable if bonds required. See Schedule of Items.)	(FEB 1992)
52.228-14	Irrevocable Letter of Credit (Applicable if bonds required. See Schedule of Items.)	(DEC 1999)
52.229-3	Federal, State, and Local Taxes	(APR 2003)
52.229-4	Federal, State, and Local Taxes (Noncompetitive Contract)	(APR 2003)
52.229-5	Taxes - Contracts Performed in U.S. Possessions or Puerto Rico	(APR 1984)
52.232-1*	Payments	(APR 1984)
52.232-8	Discounts for Prompt Payment	(FEB 2002)
52.232-9	Limitation on Withholding of Payments	(APR 1984)
52.232-11	Extras	(APR 1984)
52.232-17	Interest	(JUN 1996)
52.232-23	Assignment of Claims	(JAN 1986)
52.232-25*	Prompt Payment	(OCT 2003)
52.232-33*	Payment by Electronic Funds Transfer - Central Contractor Registration	(OCT 2003)
52.233-1*	Disputes -- Alternate I (DEC 1991)	(JUL 2002)
52.233-3	Protest After Award	(AUG 1996)
52.236-6*	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	(APR 2003)
52.245-4	Government-Furnished Property (Short Form)	(JUN 2003)
52.246-25	Limitation of Liability - Services	(FEB 1997)
52.248-1	Value Engineering	(FEB 2000)
52.249-4*	Termination for Convenience of the Government (Services) (Short form)	(APR 1984)
52.249-8*	Default (Fixed-Price Supply and Service)	(APR 1984)
52.252-2*	Clauses Incorporated by Reference	(FEB 1998)
52.253-1	Computer Generated Forms	(JAN 1991)
1452.203-70	Restriction on Endorsements - Department of the Interior	(JUL 1996)

SECTION I - CONTRACT CLAUSES

52.202-1 DEFINITIONS (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.

52.204-7 CENTRAL CONTRACT REGISTRATION (OCT 2003)

a) Definitions. As used in this clause-

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

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

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

"Registered in the CCR database" means that-

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

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

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

(2) The offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation "DUNS" or "DUNS +4" followed by the DUNS or DUNS +4 number that identifies the offeror's name and address exactly as stated in the offer. The DUNS number will be used by the Contracting Officer to verify that the offeror is registered in the CCR database.

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

(1) An offeror may obtain a DUNS number-

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

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

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

(i) Company legal business.

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

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

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

(v) Company Telephone Number.

(vi) Date the company was started.

(vii) Number of employees at your location.

(viii) Chief executive officer/key manager.

(ix) Line of business (industry).

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

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

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

(f) The Contractor is responsible for the accuracy and completeness of the data within the CCR database, and for any liability resulting from the Government's reliance on inaccurate or incomplete data. To remain registered in the CCR database after the initial registration, the Contractor is required to review and update on an annual basis from the date of initial registration or subsequent updates its information in the CCR database to ensure it is current, accurate and complete. Updating information in the CCR does not alter the terms and conditions of this contract and is not a substitute for a properly executed contractual document.

(g)

(1)

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

(ii) If the Contractor fails to comply with the requirements of paragraph (g)(1)(i) of this clause, or fails to perform the agreement at paragraph (g)(1)(i)(C) of this clause, and, in the absence of a properly executed novation or change-of-name agreement, the CCR information that shows the Contractor to be other than the Contractor indicated in the contract will be considered to be incorrect information within the meaning of the "Suspension of Payment" paragraph of the electronic funds transfer (EFT) clause of this contract.

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

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

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

Any inconsistency in this solicitation or contract shall be resolved by giving precedence in the following order:
(a) The Schedule (excluding the specifications).
(b) Representations and other instructions.
(c) Contract clauses.
(d) Other documents, exhibits, and attachments.
(e) The specifications.

52.216-18 ORDERING (OCT 1995)

(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued 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 $15,000, 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.

52.219-14 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.) (OCT 2003)

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

(a) *Invoice payments*-

(1) *Due date*.

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

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

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

(ii) If the designated billing office fails to annotate the invoice with the actual date of receipt at the time of receipt, the invoice payment due date is the 30th day after the date of the Contractor's invoice, provided the designated billing office receives a proper invoice and there is no disagreement over quantity, quality, or Contractor compliance with contract requirements.
*****
(2) (ii) If the contract does not require submission of an invoice for payment (*e.g.*, periodic lease payments), the due date will be as specified in the contract.
(3) *Contractor's invoice*. The Contractor shall prepare and submit invoices to the designated billing office specified in the contract. A proper invoice must include the items listed in paragraphs (a)(3)(i) through (a)(3)(x) of this clause. If the invoice does not comply with these requirements, the designated billing office will return it within 7 days after receipt (3 days for meat, meat food products, or fish; 5 days for perishable agricultural commodities, dairy products, edible fats or oils, and food products prepared from edible fats or oils), with the reasons why it is not a proper invoice. The Government will take into account untimely notification when computing any interest penalty owed the Contractor.
(i) Name and address of the Contractor.
(ii) Invoice date and invoice number. (The Contractor should date invoices as close as possible to the date of the mailing or transmission.)
(iii) Contract number or other authorization for supplies delivered or services performed (including order number and contract line item number).
(iv) Description, quantity, unit of measure, unit price, and extended price of supplies delivered or services performed.
(v) Shipping and payment terms (*e.g.*, shipment number and date of shipment, discount for prompt payment terms). Bill of lading number and weight of shipment will be shown for shipments on Government bills of lading.
(vi) Name and address of Contractor official to whom payment is to be sent (must be the same as that in the contract or in a proper notice of assignment).
(vii) Name (where practicable), title, phone number, and mailing address of person to notify in the event of a defective invoice.
(viii) Taxpayer Identification Number (TIN). The Contractor shall include its TIN on the invoice only if required elsewhere in this contract.
(ix) Electronic funds transfer (EFT) banking information.
(A) The Contractor shall include EFT banking information on the invoice only if required elsewhere in this contract.
(B) If EFT banking information is not required to be on the invoice, in order for the invoice to be a proper invoice, the Contractor shall have submitted correct EFT banking information in accordance with the applicable solicitation provision (*e.g.*, 52.232-38, Submission of Electronic Funds Transfer Information with Offer), contract clause (*e.g.*, 52.232-33, Payment by Electronic Funds Transfer-Central Contractor Registration, or 52.232-34, Payment by Electronic Funds Transfer-Other Than Central Contractor Registration), or applicable agency procedures.
(C) EFT banking information is not required if the Government waived the requirement to pay by EFT.
(x) Any other information or documentation required by the contract (*e.g.*, evidence of shipment).
(4) *Interest penalty*. The designated payment office will pay an interest penalty automatically, without request from the Contractor, if payment is not made by the due date and the conditions listed in paragraphs (a)(4)(i) through (a)(4)(iii) of this clause are met, if applicable. However, when the due date

falls on a Saturday, Sunday, or legal holiday, the designated payment office may make payment on the following working day without incurring a late payment interest penalty.

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

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

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

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

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

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

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

(7) *Additional interest penalty*.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(a) *Method of payment*.

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

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

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

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

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

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

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

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

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

(i) Making a correct payment;

(ii) Paying any prompt payment penalty due; and

(iii) Recovering any erroneously directed funds.

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

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

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

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

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

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

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

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

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

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

(c) “Claim,” as used in this clause, means a written demand or written assertion by one of the contracting parties seeking, as a matter of right, the payment of money in a sum certain, the adjustment or interpretation of contract terms, or other relief arising under or relating to this contract. However, a

written demand or written assertion by the Contractor seeking the payment of money exceeding $100,000 is not a claim under the Act until. A voucher, invoice, or other routine request for payment that is not in dispute when submitted is not a claim under the Act. The submission may be converted to a claim under the Act, by complying with the submission and certification requirements of this clause, if it is disputed either as to liability or amount or is not acted upon in a reasonable time.

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

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

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

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

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

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

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

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

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

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

52.236-6 SUPERINTENDENCE BY THE CONTRACTOR (APR 1984)

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

52.236-7 PERMITS AND RESPONSIBILITIES (APR 1984)

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

52.242-14 SUSPENSION OF WORK (APR 1984)

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

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

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

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

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

(1) Description of services to be performed.

(2) Time of performance (i.e., hours of the day, days of the week, etc.).
(3) Place of performance of the services.

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

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

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

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

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

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

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

(a) (1) The Government may, subject to paragraphs (c) and (d) below, by written notice of default to the Contractor, terminate this contract in whole or in part if the Contractor fails to -
(i) Deliver the supplies or to perform the services within the time specified in this contract or any extension;
(ii) Make progress, so as to endanger performance of this contract (but see subparagraph (a)(2) below); or
(iii) Perform any of the other provisions of this contract (but see subparagraph (a)(2) below).
(2) The Government's right to terminate this contract under subdivisions (1)(ii) and (1)(iii) above, may be exercised if the Contractor does not cure such failure within 10 days (or more if authorized in writing by the Contracting Officer) after receipt of the notice from the Contracting Officer specifying the failure.

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

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

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

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

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

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

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

52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

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

SECTION J - LIST OF ATTACHMENTS

Classification and Wages of Government
Employees (For Comparison only)

Register of Wage Determinations
Under the Service Contract Act

Fire Requirements

Sample Task Order

<u>Sample Task Order Prescriptions and Maps</u>

1. Bid item A – Sample basal area prescription, orange mark
2. Bid item B – Sample diameter limit prescription, orange mark
3. Bid item B – Sample diameter limit/maximum spacing prescription, orange mark
4. Bid item C- Sample average spacing prescription, orange mark
5. Bid item D – Sample special mark prescription, orange mark
6. Bid item D – Sample special mark prescription, black mark
7. Sample unit map – Brummit Creek units 47, 49, 50
8. Sample unit map – Brummit Creek units 61, 85, 88, 89
9. Sample unit map – Brummit Creek units 76, 77
10. Sample unit map – Beaman Ridge DM units 1A, 1C
11. Sample unit map – Beaman Ridge DM unit 1B
12. Sample unit map – Soup Creek DM units 2, 2SM
13. Sample unit map – Soup Creek DM units 3, 3-SM
14. Vicinity map 1 – Brummit Creek
15. Vicinity map 2 – Brummit Creek
16. Vicinity map 1 – Beaman Soup Ridge

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
Laborer	WG-3	$12.07	Life and Health
Foreman	WL-3	$13.28	Insurance partly paid
Truck Driver	WG-5	$14.05	by the Gov't
			- Retirement
			- Annual/Sick Leave

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

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

REGISTER OF WAGE DETERMINATIONS UNDER
THE SERVICE CONTRACT ACT
By direction of the Secretary of Labor

U.S. DEPARTMENT OF LABOR
EMPLOYMENT STANDARDS ADMINISTRATION
WAGE AND HOUR DIVISION
WASHINGTON, D.C. 20210

William W. Gross Division of Wage
Director Determinations

Wage Determination No: 1977-0079
Revision No: 29
Date Of Revision: 06/20/2003

State: Oregon
Area: Oregon Statewide

Fringe Benefits Required Follow the Occupational Listing

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

OCCUPATION CODE - TITLE	MINIMUM WAGE RATE
08010 - Brush/Precommercial Thinner	12.90
08040 - Choker Setter	12.99
08070 - Faller/Bucker	23.50
08100 - Fire Lookout	12.47
08130 - Forestry Equipment Operator	15.07
08160 - Forestry/Logging Heavy Equipment Operator	15.07
08190 - Forestry Technician	16.62
08190 - Forestry Truckdriver	13.20
08250 - General Forestry Laborer	10.39
08280 - Nursery Specialist	17.28
08310 - Slash Piler/Burner	8.30
08340 - Tree Climber	8.30
08370 - Tree Planter	11.69
08400 - Tree Planter, Mechanical	11.69

ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

HEALTH & WELFARE: $2.36 an hour or $94.40 a week or $409.07 a month

VACATION: 2 weeks paid vacation after 1 year of service with a contractor or successor; and 3 weeks after 10 years. Length of service includes the whole span of continuous service with the present contractor or successor, wherever employed, and with the predecessor contractors in the performance of similar work at the same Federal facility. (Reg. 29 CFR 4.173)

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

** UNIFORM ALLOWANCE **
If employees are required to wear uniforms in the performance of this contract (either by the terms of the Government contract, by the employer, by the state or local law, etc.), the cost of furnishing such uniforms and maintaining (by laundering or dry cleaning) such uniforms is an expense that may not be borne by an employee where such cost reduces the hourly rate below that required by the wage determination. The Department of Labor will accept payment in accordance with the following standards as compliance:
The contractor or subcontractor is required to furnish all employees with an adequate number of uniforms without cost or to reimburse employees for the actual cost of the uniforms. In addition, where uniform cleaning and maintenance is made the responsibility of the employee, all contractors and subcontractors subject to this wage determination shall (in the absence of a bona fide collective bargaining agreement providing for a different amount, or the furnishing of contrary affirmative proof as to the actual cost), reimburse all employees for such cleaning and maintenance at a rate of $3.35 per week (or $.67 cents per day). However, in those instances where the uniforms furnished are made of "wash and wear" materials, may be routinely washed and dried with other personal garments, and do not require any special treatment such as dry cleaning, daily washing, or commercial laundering in order to meet the cleanliness or appearance standards set by the terms of the Government contract, by the contractor, by law, or by the nature of the work, there is no requirement that employees be reimbursed for uniform maintenance costs.
** NOTES APPLYING TO THIS WAGE DETERMINATION **
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:

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

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

2. FIRE PRECAUTION LEVELS

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

Level 1 is the lowest level of fire danger usually occurring early in the season and perhaps again after significant rainfall during the season. All requirements listed above apply. Waivers may be issued by the State Districts or Protective Associations and these <u>MUST</u> be approved by the BLM. Waivers will only be considered if the conditions on the work site are not as severe as predicted. The requirements for fire tools on site, screens installed in saws, and fire extinguishers with saws will not be waived.
Level 2 is the partial hootowl where saws can operate from first light in the morning until 1:00 p.m. in the afternoon. From 1:00 p.m. until the end of the day saws are to be shut down. Waivers for operating beyond the 1:00 p.m. shutdown will be evaluated on a site-by-site basis.

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

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

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

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

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

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

Exhibit J-9

SAMPLE TASK ORDER PRESCRIPTION SUMMARY

SUBITEM A

BEAMAN RIDGE DM UNIT 1A – PRESCRIBED BASAL AREA 140

BEAMAN RIDGE DM UNIT 1B, 1C – PRESCRIBED BASAL AREA 130

BEAMAN RIDGE DM UNIT 1C – PRESCRIBED BASAL AREA 140

SOUP CREEK DM UNIT 2 – PRESCRIBED BASAL AREA 145

SOUP CREEK DM UNIT 3 – PRESCRIBED BASAL AREA 140

BRUMMIT CR. UNIT 47 – PRESCRIBED BASAL AREA 120

BRUMMIT CR. UNIT 77 – PRESCIBED BASAL AREA 100

PRESCRIPTION SUMMARY

The general prescription objective is to remove the suppressed and overcrowded trees to provide more growing space for the healthier trees.

The marking goal is to retain the dominant or co-dominant conifer trees with the deeper healthier crowns and good form. Occasionally co-dominants can be marked if several are crowding each other. The unhealthy intermediate and suppressed conifer trees that are being overtopped should be designated for removal. Conifer trees with visible defects such as broken tops, visible rot, or severe lean should not be designated as a leave tree unless no other trees are available.

This unit shall be marked with orange paint.

No trees less than 7” DBH shall be marked.

All large old remnant conifers shall be marked. These trees will not count towards basal area requirements.

Western redcedar. Pacific yew, hardwood trees other than red alder, and snags will be retained by timber sale contract stipulation and therefore do not need to be marked. These trees will not count towards basal area requirements.

Alders should only be marked if there are no viable conifers or other hardwood trees that will meet the prescription.

Exhibit J-9

Spacing can be quite variable in places, but strive for well spaced, healthy dominant and co-dominant leave trees to meet the basal area target.

Exhibit J-9

SAMPLE TASK ORDER PRESCRIPTION SUMMARY

SUBITEM B

BRUMMIT CR. UNIT 88 – 12.0" DBH MINIMUM

PRESCRIPTION SUMMARY

The general prescription objective is to remove the suppressed and overcrowded trees to provide more growing space for the healthier trees.

The marking goal is to retain all trees over 12.0 inches DBH.

This unit shall be marked with orange paint.

Western redcedar, Pacific yew, hardwood trees other than red alder, and snags will be retained by timber sale contract stipulation and therefore do not need to be marked.

Exhibit J-9

SAMPLE TASK ORDER PRESCRIPTION SUMMARY

SUBITEM B

BRUMMIT CR. UNITS 49, 50, 85, 89 – 15" DBH MINIMUM, 30 FT. MAXIMUM SPACING

PRESCRIPTION SUMMARY

The general prescription objective is to remove the suppressed and overcrowded trees to provide more growing space for the healthier trees.

The marking goal is to retain all trees which are the minimum DBH or larger. In addition, smaller conifers shall be marked to prevent the spacing from being greater than 30 feet. The smaller conifers which are marked should have no visible defects such as broken tops, visible rot, or severe lean unless no other trees are available. No trees less than 7" DBH shall be marked.

This unit shall be marked with orange paint.

Western redcedar, Pacific yew, hardwood trees other than red alder, and snags will be retained by timber sale contract stipulation and therefore do not need to be marked. These trees will not count towards spacing requirements.

Alders less than the minimum DBH shall only be marked if there are no viable conifers that will meet the maximum spacing requirement.

Exhibit J-9

SAMPLE TASK ORDER PRESCRIPTION SUMMARY

SUBITEM C

BRUMMIT CR. UNITS 61, 76 – 25' AVERAGE SPACING

PRESCRIPTION SUMMARY

The general prescription objective is to remove the suppressed and overcrowded trees to provide more growing space for the healthier trees.

The marking goal is to retain conifer trees on an average spacing of 25' x 25'. Spacing will be on an average to provide latitude for designating as leave trees healthy dominant and co-dominant trees. Acceptable leave trees are dominant or co-dominant conifer trees with the deeper healthier crowns and good form. The unhealthy intermediate and suppressed conifer trees that are being overtopped should be designated for removal. Conifer trees with visible defects such as broken tops, visible rot, or severe lean should not be designated as a leave tree unless no other trees are available.

This unit shall be marked with orange paint.

Western redcedar, Pacific yew, hardwood trees other than red alder, and snags will be retained by timber sale contract stipulation and therefore do not need to be marked. These trees will not be considered for spacing.

Red alder shall only be marked for retention if there are no suitable conifers present.

Leave trees shall be no less than 7" DBH.

Exhibit J-9

SAMPLE TASK ORDER PRESCRIPTION SUMMARY

SUBITEM D

BEAMAN RIDGE DM UNITS 1A SM), 1B(SM), 1C(SM)

SOUP CREEK DM UNITS 2(SM), 3(SM)

BRUMMIT CR. UNIT 50-SM

PRESCRIPTION SUMMARY

The general prescription objective is to protect riparian areas.

The marking goal is to retain all trees within 20 feet slope distance of a stream bank, or an identifiable topographic break near the bank, or within 20 feet of a floodplain, or within 20 feet of the streamside vegetation, whichever is greater.
.
This area shall be marked with orange paint.

Mark all trees over 7" DBH within the Special Mark area.

Units 1A(SM), 1B(SM), 1C(SM), 2(SM), 50-SM: The upstream end of the Special Mark area is indicated by three strips of lime green flagging tied above the stream. The downstream end is indicated by posters.

Unit 3-SM: The upstream end of the Special Mark area is indicated by road no. 23-9-16.0.

Exhibit J-9

SAMPLE TASK ORDER PRESCRIPTION SUMMARY

SUBITEM D

BRUMMIT CR. UNIT 76-SM

PRESCRIPTION SUMMARY

The general prescription objective is to increase variability in tree density in the unit. A second objective is to create gaps in the unit for wildlife use.

The marking goal is to create gaps by blacking out existing orange painted trees within 75' radii of approximate location designated on map. Gaps must be > 125' apart.

Gaps will not be established within 20 slope distance of a stream bank, or an identifiable topographic break near the bank, or within 20 feet of a floodplain, or within 20 feet of the streamside vegetation, whichever is greater.

Existing orange paint on trees shall be totally covered.