

AWARD DATA
Orders May Be Placed Through 9/15/2008

Fuel Hazard Reduction, Indefinite-Delivery, Indefinite-Quantity

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

BLM contact: Sherry A. Marshall, Contracting Officer, 503-808-6217

Ordering procedures:

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

BLM Contract No. HAC048G00 Contractor: GE Forestry, Inc., 5315 McLoughlin Drive Central Point, OR 97502 Contact: Esteban Gonzalez. Phone: 541-857-1106 FAX: 541-858-4163 Maximum TO limit \$250,000 Maximum 30 day limit \$500,000 Past Performance: Equal	BLM Contract No: HAC048H00 Contractor: Ponderosa Reforestation, Inc., PO Box 1067 Medford, OR 97501 Contact: Juan Bencomo Phone 541-601-1977 FAX 541-857-0267 Maximum TO Limit \$250,000 Maximum 30 day limit \$500,000 Past Performance: Equal
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For missing items from Section J contact Jessica Clark at 503-808-6226.

Modification No. 1 signed 6/30/06 –

Contract No. HAC048G00

The Schedule of Items (continued) page containing the Annual Economic Price Adjustment was inadvertently switched during contract preparation between Contract HAC048G00 and HAC048H00. Therefore, in accordance with Clause 52.243-1 Changes, delete the Schedule of Items (continued) page containing the Annual Economic Price Adjustment and replace with the attached page originally submitted with the bid. Add the attached Year 1 through Year 4 pricing in accordance with the Annual Economic Price Adjustment noted in the original bid.

Contract No. HAC048H00

The Schedule of Items (continued) page containing the Annual Economic Price Adjustment was inadvertently switched during contract preparation between Contract HAC048G00 and

HAC048H00. Therefore, in accordance with Clause 52.243-1 Changes, delete the Schedule of Items (continued) page containing the Annual Economic Price Adjustment and replace with the attached page originally submitted with the bid. Also, delete the Year 1 through Year 4 pricing as an Annual Economic Price Adjustment was not noted in the original bid.

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.

August 20, 2004

- A. A Pre-bid Conference was conducted at the site on August 17, 2004, 8:00 a.m., local time. Attendees were as follows:

Pacific Oasis	Quick Silver
Grayback Forestry, Inc.	Eagle Pass Reforestation
G.E. Forestry, Inc.	M&N Reforestation, Inc.
3J'S Reforestation	Ponderosa Reforestation
Cutting Edge Forestry	

- B. Listed below are pertinent questions asked and answers given at the Pre-bid Conference or provided herein:

- 1) Item F without hand piling, what is the depth for slash?

Ans: Two feet in height is the maximum depth that can be left on the ground (See C.5.11).

- 2) How big of plastic to cover pile (How much of the pile must be covered?)

Ans: See C.5.12.5

- 3) If the unit is designated for handpiling under Bid Item L, should the contractor stop piling at 100 piles per acre?

Ans: No. The contractor shall hand pile all the slash. If after inspection the task order levels are higher or lower than expected, the task order would be modified to reflect the actual number of piles per acre.

- 4) Are all the units on the task orders going to be hand piled?

Ans: No. Some units will not be hand piled. Other units may only have a portion hand piled.

- 5) Sample unit No. 5 has Bid Item D for the tree cutting Bid Item. In the contract, Item D calls for 23' spacing for conifers. In the Silvicultural Prescription Summary the spacing is listed as 18'. Why the difference?

Ans: 23' spacing for Item D is the maximum spacing for that Bid Item. The Silvicultural Prescription Summary may dictate closer spacing to achieve resource objectives but will not exceed the maximum spacing guidelines for that or any other cutting Bid Item.

SECTION B - SCHEDULE OF ITEMS (continued)

NOTE: A Pre-bid Conference and Site Tour will be held. Meet at the Medford District Office, 3040 Biddle Road, Medford, Oregon 97504, on August 17, 2004 at 8:00 a.m., local time.

This is a four-year indefinite-delivery, indefinite-quantity contract for hazardous fuels reduction treatment services specified in the Bureau of Land Management (BLM), Grants Pass Resource Area, Medford District, Oregon. The Bureau of Indian Affairs, Fish and Wildlife Service, National Park Service and USDA, Forest Service are authorized to issue task orders against this contract. 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.

AC = Acre
Est. = Estimated
Qty = Quantity

PERFORMANCE TIME: One (1) calendar day for each \$2,500 value of the task order.
ESTIMATED START WORK DATE: September 13, 2004

ANNUAL ECONOMIC PRICE ADJUSTMENT: Offerors wishing to propose revised prices in the second, third, and fourth years shall state in the space below the economic price adjustment percentage to be used by the Government to compute prices to be effective for these 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, second, third and fourth year prices will be the same as base year prices. Offeror's economic price adjustment percentage:

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

SECTION B - SCHEDULE OF ITEMS (continued)

EVALUATION FOR AWARD

For evaluation purposes only, award will be based on the total of all listed subitems for the base year plus the economic price adjustment percentages for the additional years. Award will be

made on an all-or-none basis. Award will not be made for less than a total of all quantities as set forth in the Schedule of Items.

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

TASK ORDERS

After award, task orders may be placed by the Government. Task orders will be awarded based on a combination of awarded Contractor's prices and past performance. Offeror shall provide organization's record of work experience and quality, with its bid. Include a list of references (names, phone numbers, and addresses).

All task orders will be placed no later than four years from the date of contract award. Prices for the base year will be effective for one year from the date of contract award. Prices for the 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 will not exceed \$8,000,000. See a sample task order in Section J. This sample task order is provided as an 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 \$30,000 (even if the Contractor's maximum task order limitation is higher).

MAXIMUM TASK ORDER LIMITATION

The Contractor's maximum task order limitation is \$_____ (Insert task order limitation. Maximum is \$250,000 if no amount is shown.).

The Contractor may limit the maximum dollar value of task orders it is willing to accept within a 30-calendar day period. The Contractor's maximum limitation for a 30-calendar day period is \$_____ (Insert order limitation. Maximum is \$500,000 if no amount is shown.)

THIS PROCUREMENT IS SET ASIDE FOR SMALL BUSINESS CONCERNS.

SECTION B - SCHEDULE OF ITEMS (continued)

BID, PERFORMANCE AND PAYMENT BONDS ARE REQUIRED FOR THIS SOLICITATION (SEE SECTION I-52.228-1 BID GUARANTEE, AND SECTION H - CLAUSE H.12.0 PERFORMANCE AND PAYMENT SECURITY). THE BID GUARANTEE SHALL BE IN AN AMOUNT NOT LESS THAN 20 PERCENT OF THE TOTAL AMOUNT OF THE MINIMUM GUARANTEE (\$30,000).

REFER TO SECTION I, CLAUSES 52.216-18 ORDERING, 52.216-19 TASK ORDER LIMITATIONS, 52.216-22 INDEFINITE QUANTITY, AND 1452.228-70 LIABILITY INSURANCE.

SECTION C - SPECIFICATIONS - FUEL HAZARD REDUCTION

C.1.0 GENERAL

C.1.1 Introduction -This project provides an integrated approach to stand management by furnishing the means to accomplish multiple treatments on a wide variety of units. The Indefinite Quantities feature of the contract provides the ability to order specific treatments on additional units at a predetermined price from the Schedule of Items. Additional acres may be added up to the maximums as specified in the contract, with the Contractor being issued task orders to furnish the required services.

C.1.2 Historical Background

C.1.2.1 *Subitem No. A & B* - These units resulted from harvesting by both clear cut and shelterwood methods. The development of these young plantations has occurred over a period of 5 to 50 years. These units were planted with conifers along with natural seeding. Other silvicultural practices including spot and broadcast burning, scalping/mulching, shading, seedling protection, and maintenance brushing entries have been used to insure survival of the young seedlings. Conifer stocking levels are variable, ranging from less than 350 trees per acre to more than 1,000 trees per acre.

C.1.2.2 *Subitems No. C, D, E, F* - These stands are variable in stand structure (tree height, tree diameter, species composition, and number of trees per acre) due to numerous natural disturbances and topography. Acceptable crop tree spacing will be variable and based on tree species, size, and quality. As a result, types of work situations encountered will differ. Conifer regeneration and hardwoods will be thinned. Conifer seedlings and saplings should be released by cutting most small diameter hardwoods and shrubs away from them.

C.1.3 Scope

The Grants Pass Resource Area is in need of pre-commercial tree thinning and stand improvement activities to reduce the tree density and fuel loading and, by the deliberate selection of leave trees, improve the overall health and condition of the stand based on the prescribed objectives. Tree selection and cutting of undesirable or excess trees will provide space for the leave trees to grow and develop and reduce the incidence of insect and diseases that affect growth. Pruning, lopping, and hand piling will reduce the resultant fuel loading and provide protection in the event of a wildfire occurrence.

C.1.3.1 The contract requires cutting, pruning, pullback, scattering and hand piling of vegetation in compliance with its terms, specifications and provisions. Acceptable crop tree spacing will be variable and based on tree species, size, and quality.

C.1.3.2 The work also includes the establishment of reserve areas for selected treatment units. (See Section C.2.0 for the definition of reserve areas and Section C.13.1 for the

specifications relating to reserve areas). Treatment units requiring the establishment of reserve areas shall be identified on each task order.

- C.1.3.3 The Contractor shall utilize the Silvicultural Summary Prescription, provided with each task order for individual cutting units, summarizing characteristics of desirable leave trees and requirements for selecting the leave trees. The prescription is based on the overall composition and condition of the stand and is intended to be a guideline for achieving the desired final condition. The Contractor shall use his/her silvicultural knowledge to identify leave tree species and desired species composition and adjust to any conditions within the stand and notify the COR or project inspector of any conditions not addressed in the prescription.
- C.1.4 Applicable Directives for Project - The proposed project work shall be done in accordance with the Medford District Record of Decision and Resource Management Plan (RMP), June 1995. This Resource Management Plan incorporates the earlier Record of Decision (ROD) for Amendments to Forest Service and Bureau of Land Management Planning Documents within the Range of the Northern Spotted Owl and the Standards and Guidelines for Late-Successional and Old-Growth Forest Related Species within the Range of the Northern Spotted Owl. The specifications are written in compliance with these directives.
- C.1.5 Some of the units may contain wire wickets from previous tubing and shading treatments. The presence of these wickets may result in above normal dulling of the chains on the saws and a slower work rate to satisfactorily complete the units.
- C.1.6 Location of Project Areas - The work will be performed primarily in southern Oregon within a radius of two hours travel time from the city limits of Medford. The specific location of sample projects are shown on the maps located in Section J.
- C.1.7 Boundaries of Project Units - Unit boundaries are marked with ribbon, delineated by timber types, ridges, or drainages, or bounded by roads.
- C.1.8 Access to Project Units
- C.1.8.1 Access to individual units will be over BLM logging roads with a variety of surfaces, i.e., gravel, paved, or natural. Access to units located on natural surface roads may be limited during periods of wet weather to prevent damage to the roadbed.

C.1.8.2 Some units may be behind locked gates. Access to areas behind locked gates will not be permitted before contract award. Access to areas behind locked gates shall be for the purpose of conducting work under this contract only. Locked gates shall remain locked at all times other than when the Contractor is passing through them. Units behind immovable barricades may require a walk-in of up to one-half mile to perform project work.

C.1.8.3 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 \$30.00 for each key lost or returned in an unusable condition.

C.1.8.4 When two or more locks are present on a gate, the Contractor shall secure the lock so that access is not restricted nor prevents the unlocking of other locks on the gate. If this procedure is not followed by the Contractor's crews and residents located behind BLM gates are locked out, the Contractor will be charged for Government administrative costs required to correct the misplaced locks on the gate.

C.1.9 Unique Features of Project Areas

C.1.9.1 Seasonal restrictions, if any, will be listed on each task order for each project unit.

C.1.9.2 No-cut treatment zones may be present within the project sites, but are included in the acreage for payment.

C.1.9.3 Tree used as bearing trees or any tree blazed or tagged to mark the line of any Government survey, shall not be cut or destroyed under penalty of law. Trees with reference tags or posters identifying BLM projects, or trees with orange paint shall not be cut or damaged.

C.1.10 Sequence of Work - The sequence of work will be determined by the COR at the pre-work conference and may be subject to change. Certain project units may be designated as higher priority units which shall require an earlier completion than other contract units on a specific task order.

C.2.0 DEFINITIONS

Accessible - Road access to a unit. Unit will be considered accessible when Government-provided road access is within ½ mile of the unit. Passable with a 2-wheel drive vehicle although a 4-wheel drive may sometimes be required.

Acceptable Crop Tree - Largest, best-formed live conifer of a preferred species within designated spacing which meets the following conditions:

- a. Minimum four-inch terminal leader with at least the top 30 percent of the tree containing live limbs.

- b. Non-chlorotic, light or dark green with very little or no yellowish tint.
- c. Undamaged top.
- d. Free of visible disease such as dwarf mistletoe, cankers, fire damage, or blister rust.
- e. Demonstrates good form and vigor.
- f. Greater than three (3) feet in height.

Bearing Tree - A tree which is used as a reference monument to locate a property corner.

Brush - Vegetation consisting of shrub species with single or multi-stems originating at or near ground level not normally reaching 20 feet in height. Examples include but are not limited to, vine maple, salmonberry, hazel, huckleberry, thimbleberry, manzanita, ocean spray, ceanothus species, poison oak and rhododendron.

Cambium - The tissue between the main bark and wood.

Clump - A multiple (2+) stem tree or shrub originating from the same root system at or above ground level.

Conifer - An evergreen, cone-bearing tree, such as Douglas-fir, Port Orford cedar, western redcedar, incense cedar, western hemlock, ponderosa pine, sugar pine, and white fir.

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

Cut Leave Tree - A tree noted during inspection of the area as a tree that should not have been cut, but was cut.

Damaged Trees - Damage constitutes any Contractor-caused alteration or injury to the tree or root system which may cause death, loss of vigor, or will negatively affect growth, including, but not limited to, severance of the main stem or terminal leader, delimiting, scraping, debarking, or uprooting.

DBH - Diameter of the tree at breast height, measured at a point 42 inches above the ground level from the uphill side of the tree.

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

Girdling - Three parallel cuts completely around the tree, not to exceed 8 inches between the top and bottom cut. Cuts must penetrate at least 2-inch into the cambium of the tree. Trees shall be girdled below a 2-foot height, measured on the uphill side. Trees shall be girdled below the lowest live limb on the tree.

Hardwood - A broad-leaved tree which usually has a single well-defined trunk and is capable of attaining a height greater than 20 feet. Hardwoods include, but are not limited to species such as alder, chinkapin, bigleaf maple, madrone, and oak species. Sprouting hardwood species may be in the form of multi-stemmed clumps originating from the base of a single defined stump.

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

Ladder Fuels - Fuels that provide vertical continuity between the ground and the tree crowns.

Leave Trees (Trees not to be cut) - Well-formed, vigorously-growing conifers and hardwoods selected for larger growing space.

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

Live Crown Ratio - Percentage of length of stem with living branches (length of living crown divided by the total tree height).

Lodged Trees and Brush - Cut trees and brush leaning into, supported by, or covering a leave tree.

Lop - Trim by cutting off branches, twigs, or stems. All lopped material shall be cut into lengths of not more than eight feet.

No Treatment Buffer Widths Within Designated Riparian Reserves:

- a. Perennial flowing stream - 50 feet horizontal distance from the edge of the stream channel.
- b. Seasonally flowing or intermittent streams - 25 feet horizontal distance from the edge of the stream channel.

Noxious Weed – Any plant designated by the Oregon State Weed Board that is injurious to public health, agriculture, recreation, wildlife, or any public or private property. (2003 Noxious Weed Policy and Classification System – Oregon Dept. of Agriculture Noxious Weed Control Program)

Reserve Area - No cutting will be required in these areas. The reserve area will be an area approximately 1/4 acre in size. An estimated 5 percent of the unit acreage for all reserve area units (see sample task order) will be designated for reserve areas. The purpose of the reserve areas is to rebuild variations in structure in the treatment units by establishing a mosaic of forest conditions. These reserve areas are included in the calculated acreage for payment.

Reserve Tree (trees not to be cut - regardless of spacing)

- 1) Conifers eight-inch DBH and larger.
- 2) Hardwoods 12- inch DBH and larger.
- 4) Bigleaf maple, dogwood, and elderberry.

Slash - Any material which has been cut by the Contractor left on the ground from logging or previous treatments.

Surplus Vegetation

Subitems A and B

- a. Conifers up to 8-inch DBH not selected as leave trees.
- b. Hardwoods up to 12-inch DBH not selected as leave trees.
- c. All brush species unless otherwise reserved from cutting in the silvicultural prescription.

Subitems C, D, E, and F

- a. Conifers up to 8-inch DBH not selected as leave trees.
- b. Hardwoods up to 12-inch DBH not selected as leave trees.
- c. Brush species not selected as leave clumps.

C.3.0 CONTRACTOR-FURNISHED PROPERTY AND SERVICES

C.3.1 The Contractor shall provide all labor, equipment, supervision, transportation, operating supplies, and incidentals necessary to perform brush cutting, hardwood cutting, chipping, covering slash piles with black plastic and precommercial thinning services in accordance with the specifications, terms and conditions contained herein.

C.3.2 Crew Requirements

C.3.2.1 The Contractor shall maintain an adequate work force at all times to ensure timely completion of the work.

C.3.2.2 At the prework conference, the Contractor shall designate one English-speaking supervisor for each crew. Any changes in supervisory designations must be submitted in writing to the COR at least 24 hours prior to the change taking effect.

C.3.2.3 The person designated by the Contractor as supervisor must actually perform in that capacity. The supervisor must, therefore, effectively direct the crew by:

- a. Making periodic inspections of the crews' work;
- b. Advising them of any discrepancies found in the work that deviates from the specifications and by providing instructions for correcting any improper work.
- c. Any group of people without such an individual will not be considered a crew.

- C.3.2.4 The designated supervisor shall be present at the work site each work day. If the supervisor is not present, the crew will not be permitted to work.
- C.3.2.5 The supervisor shall know the requirements of the contract including technical requirements and unit locations. The Project Inspector (PI) will not act as a supervisor to the crew.
- C.3.3 Work Camps - Camping on BLM administered lands will only be allowed in approved sites and with the prior written authorization of the BLM's Resource Area Manager. Should such a work camp be authorized, the Contractor shall maintain the camp in an orderly and sanitary manner. All fire regulations and permits shall be followed. All garbage and refuse shall be removed from the camp site(s) by the Contractor and disposed of off site before final payment is made.
- C.3.4 Project Area Clean up - All project areas shall be cleared of debris, refuse, garbage, etc. that may have been left by the Contractor. All such debris, garbage and refuse shall be removed from the project areas by the Contractor and disposed of legally off site before final payment is made.
- C.3.5 Permit - State law requires a permit to operate power driven machinery. Permits must be obtained from the State Forestry Office in Salem or at local offices prior to the operation of power driven machinery. This requirement applies to chainsaws and other motor driven tools.
- C.3.6 Security of Equipment and Property - The Contractor may leave equipment at the work site. The Contractor shall be responsible for equipment if it should be lost, stolen or damaged.

C.4.0 GOVERNMENT-FURNISHED PROPERTY AND SERVICES

The Government will provide the following:

- a. Grants Pass Resource Area transportation map.
- b. A key for access to units behind locked gates.
- c. Red flagging to delineate 1/4-acre reserve areas.

C.5.0 SPECIFIC TASKS

C.5.1 Quality Assurance Plan

- C.5.1.1 Records and Notification - The Contractor shall maintain adequate records to allow the Government to monitor contract progress and for the Contractor to be accountable for work quality. Contractor record shall include: (1) project unit names (2) unit acres (3)

work dates (4) supervisor/inspector name and (5) work quality percentage. Written notice of complete units shall be submitted to the COR within three days after completion of treatments on project units (See Section E.1.2 and Section J, Notification of Completed Units).

C.5.1.2 Inspection

- a. Inspection and Analysis - The Contractor shall provide and maintain an inspection system acceptable to the Government. The inspection results and summary shall be used by the Contractor to gauge compliance with contract specifications. Complete records of all inspection work performed by the Contractor shall be maintained and provided to the COR with the required notice of unit completion.
- b. Payment - Payment will be based on the Government's inspection results. The Contractor's inspection results are to be used as a guide for the Contractor's use in complying with contract specifications and not as a basis for payment.

C.5.2 Subitem A - Maintenance Brushing with Hardwood Spacing

- a. All brush shall be cut.
- b. Select hardwood leave trees on a 30 foot x 30 foot spacing. The Silvicultural Summary Prescription may prescribe closer spacing of the hardwoods for selected cutting units but will not exceed the maximum spacing of 30 feet. The Contractor may vary the prescribed spacing by as much as 25 percent to find a suitable leave tree, provided the overall required spacing is maintained.
- c. Cut all surplus vegetation.

C.5.3 Subitem B Precommercial Thinning - Plantations and Subitem C Precommercial Thinning - Non-plantations

- a. Select conifer leave trees on a 16 foot x 16 foot spacing and hardwood leave trees or shrubs on a 30 foot x 30 foot spacing. The Silvicultural Summary Prescription may prescribe closer spacing of the conifers or hardwoods for selected cutting units but will not exceed the maximum spacing of 16 or 30 feet. The Contractor may vary the prescribed spacing by as much as 25 percent to find a suitable leave tree, provided the overall required spacing is maintained.
- b. When the distance between leave trees exceeds the above spacing criteria, leave shrubs or leave shrub clumps shall be selected. Spacing shall be 30 feet as measured from the stem or clump center.
- c. Cut all surplus vegetation.

C.5.4 Subitem D - Precommercial Thinning with Hardwood Spacing or Shrub Spacing

- a. Select conifer leave trees on a 23 foot x 23 foot spacing and hardwood leave trees or shrubs on a 40 foot x 40 foot spacing. The Silvicultural Summary Prescription may prescribe closer spacing of the conifers or hardwoods for selected cutting units but will not exceed the maximum spacing of 23 or 40 feet. The Contractor may vary the prescribed spacing by as much as 25 percent to find a suitable leave tree, provided the overall required spacing is maintained.
- b. When the distance between leave trees exceeds the above spacing criteria, leave shrubs or leave shrub clumps shall be selected. Spacing shall be 40 feet as measured from the stem or clump center.
- c. Cut all surplus vegetation.

C.5.5 Subitem E - Precommercial Thinning with Hardwood Spacing or Shrub Spacing

- a. Select conifer leave trees on a 30 foot x 30 foot spacing and hardwood leave trees or shrubs on a 40 foot x 40 foot spacing. The Silvicultural Summary Prescription may prescribe closer spacing of the conifers or hardwoods for selected cutting units but will not exceed the maximum spacing of 30 or 40 feet. The Contractor may vary the prescribed spacing by as much as 25 percent to find a suitable leave tree, provided the overall required spacing is maintained.
- b. When the distance between leave trees exceeds the above spacing criteria, leave shrubs or leave shrub clumps shall be selected. Spacing shall be 40 feet as measured from the stem or clump center.
- c. Cut all surplus vegetation.

C.5.6 Subitem No. F - Create Density Management Restoration Area - Woodland/Shrubland

C.5.6.1 Density Management Restoration Areas shall be created to meet management objectives such as: restore woodland/shrubland stands to sustainable density levels, restore habitat, increase resistance and resiliency to disturbance, limit wildland fire rate of spread, or to establish holding areas for use during prescribed burning and fire suppression activities.

C.5.6.2 Perform the following treatments:

- a. Select conifer leave trees on a 20 foot x 20 foot spacing and hardwood leave trees or shrubs on a 45 foot x 45 foot spacing. The Silvicultural Summary Prescription may prescribe closer spacing of the conifers or hardwoods for selected cutting units but will not exceed the maximum spacing of 20 or 45 feet. The Contractor may vary the prescribed spacing by as much as 25 percent to find a suitable leave tree, provided the overall required spacing is maintained.

- b. When the distance between leave trees exceeds the above spacing criteria, leave shrubs or leave shrub clumps shall be selected. Spacing shall be 45 feet as measured from the stem or clump center.
- c. Cut all surplus vegetation.

C.5.7 Selection of Leave Trees (All Subitems)

C.5.7.1 The largest, healthiest, best-formed trees shall be selected as leave trees. Characteristics used in the selection of leave trees include the following:

- a. Has no apparent damage to the main bole;
- b. Is not chlorotic;
- c. Demonstrates good vigor and is disease free;
- d. Has at least 40 percent crown ratio.

C.5.7.2 In areas containing a variety of conifer species, leave trees shall be selected using the following species preference unless otherwise directed by the Silvicultural Summary Prescription:

- a. Sugar pine or ponderosa pine
- b. Western red cedar, Port Orford cedar or incense cedar
- c. Douglas-fir
- d. True fir

C.5.7.3 In areas containing a variety of hardwood species, leave trees shall be selected using the following species preference unless otherwise directed by the Silvicultural Summary Prescription:

- a. California black oak
- b. Oregon white oak
- b. Pacific madrone
- c. Golden chinkapin
- d. Canyon live oak

C.5.7.4 In areas containing a variety of shrub species, leave shrubs shall be selected using the following species preference unless otherwise directed by the Silvicultural Summary Prescription:

- a. Ocean Spray
- b. Snow Berry
- c. Manzanita
- d. Deer Brush

C.5.8 Subitem No. G - Pruning

C.5.8.1 The amount of pruning expected is 80 to 120 trees per acre (20' x 20' spacing) with an average nine foot pruning height.

C.5.8.2 The task order and attached Silvicultural Summary Prescription will specify spacing and species to be treated and species to be reserved from treatment.

C.5.8.3 Conifers to prune shall be selected in the following priority:

- a. The largest, healthiest, best-formed, and least-damaged conifers.
- b. Crooked trees, trees with multiple stems, or trees with multiple tops shall not be selected for pruning.
- c. Contractor may vary the spacing + or - 25 percent in order to select the best available acceptable trees to treat.

C.5.8.4 Pruning Height

- a. Tree limbs that attach to the bole above the designated pruning height, but have limbs extending into the pruning height area, shall be pruned so that they do not extend below the designated height.
- b. Selected trees shall have all branches, whiskers, lateral sprouts, and stubs pruned to a height equal to no more than 1/2 of the total tree height.
- c. Regardless of total tree height, however, no tree shall be pruned to the extent that is has less than three branch whorls remaining after pruning.
- d. The use of a small ladder to aid in pruning will be permitted. If the Contractor chooses to use a ladder, the ladder shall be used in a manner that does not damage the pruned tree.

C.5.8.9 Pruning Method

- a. Remove all live and dead limbs, whiskers, lateral sprouts, and stubs to the required height by completely severing from the tree as close to the bole as possible (within 1/4 inch) without damaging the branch collar or the bole. Severed branch stubs shall be smooth.
- b. Only the use of hand tools such as pole pruners, hand saws, pruning knives, and/or loppers is permitted to remove limbs. The use of chain saws, clubs, or any other tool that results in shattered or jagged branch stubs is prohibited.
- c. Treatment of Pruned Limbs - Limbs pruned from selected conifers shall be dispersed outward, at least one foot away from the bases of pruned trees and distributed so as

to attain a slash height of less than two feet. All limbs pruned in hand pile units shall be placed on hand piles

C.5.9 Subitem H - Fuels Pullback

C.5.9.1 The amount of fuel pullback expected is based 20 to 40 trees or snags per acre.

C.5.9.2 The number of trees per acre for fuels pullback will be identified in the task orders Silvicultural Summary Prescription.

C.5.9.3 The Silvicultural Summary Prescription will include written instructions which (1) number of trees per acre to be treated. (2) identification of trees and snags to be treated; and (3) any reductions in amounts or type of fuels for pullback, width of pullback, reduction in clearing height; and any no-treatment areas. Fuels for pullback shall include both natural and activity generated fuels.

C.5.9.4 All fuels pullback shall be performed in accordance with the following specifications.

- a. Trees/snags to be treated - Perform fuels pullback on leave trees and snags as designated by the task order.
- b. Clearing - Each tree/snag designated for pullback shall be cleared around the tree/snag to the following: All surface fuels from the bole of the tree out to the dripline plus one-foot wide area; aerial fuels from a two-foot wide area, eight feet in height. Material greater than a three-inch diameter within the clearing zone shall be rolled at least four feet from the bole. Duff and litter shall be removed such that the depth is six inches or less. Care shall be taken to maintain the lower duff layer as damage to sub-surface roots could occur. Clearing shall include removing ladder fuels nine feet up the bole of the tree/snag. This may require some pruning or cutting.
- c. Removed fuels - Scatter all removed fuels and avoid concentrating the fuel. On sloping ground, fuel shall be scattered uphill or sidehill from the tree/snag. No removed fuel shall be below the tree/snag on a slope. On flat ground, any direction is acceptable.

C.5.10 Subitem - Treatment of Surplus Vegetation

C.5.10.1 Surplus vegetation shall be felled in a manner to minimize damage to selected leave trees or shrubs.

C.5.10.2 All surplus vegetation shall be completely severed from the stump(s) unless otherwise specified herein. No live limbs shall be left on the stumps of cut vegetation. Stump height shall not exceed six inches measured on the uphill side.

C.5.11 Treatment of Slash

- C.5.11.1 Slash shall not be piled on or against leave trees. Slash lodged in leave trees shall be dislodged and removed.
- C.5.11.2 Slash shall be lopped to no more than eight feet in length and scattered such that it is within two feet of the ground at all points of contact. This shall be accomplished concurrently with cutting operations.
- C.5.11.3 Slash falling outside the project area shall be moved completely into the project area.
- C.5.11.4 All slash cut during this operation shall require a 15-foot pullback from the edge of all access roads within and adjacent to the boundaries of the units involved in this contract for fire hazard reduction. Pullback shall be completed concurrently with cutting operations.
- C.5.11.5 Unmaintained roads and skid or cat trails used as unit boundaries shall be kept clear of slash for a width of six feet. Clearing shall be performed concurrently with thinning.

C.5.12 Subitems No. I, J, K, L, M & N - Hand Pile and Cover Slash

- C.5.12.1 The subitems are based on the number of hand piles per acre expected.

Subitem I - 21 to 40 piles per acre

Subitem J - 41 to 60 piles per acre

Subitem K - 61 to 80 piles per acre

Subitem L - 81 to 100 piles per acre

Subitem M - 101 to 120 piles per acre

Subitem N - 121 to 140 piles per acre

- C.5.12.2 All slash less than six inches in diameter and greater than two feet in length shall be piled. Slash less than two feet in length shall be left on the ground. Slash left on the ground shall not exceed one foot in depth.
- C.5.12.3 All piles shall be constructed by laying limbs, stems, cut boles, and other slash in the pile so as to be parallel with each other. Slash that causes large air spaces in piles shall be cut to eliminate air spaces. Each pile shall include an area of small sized slash (small branches less than ¼ to ½ inch in diameter and/or small branches with needles or leaves attached) to provide “kindling” for prompt ignition and to aid in combustion of larger slash. These fuels shall be placed in the center of the pile.
- C.5.12.4 Pile size shall be a maximum of eight feet in diameter by eight feet in height, and

minimum pile size shall be six feet in diameter by five feet in height at the time of inspection by the Government. The Government may designate in the task order a smaller maximum, minimum, or both pile sizes when it determines this is required to meet resource or prescribed fire objectives. This will be done prior to the start of any piling.

C.5.12.5 All piles shall be covered with a minimum of six-foot by six-foot piece of four-mil polyethylene plastic. Cover shall be placed such that at least 80 percent of the pile's horizontal and vertical surface area shall be covered. All four corners and the middle of the plastic sheets shall be anchored with slash or other debris. Covering shall be done at the time of piling.

C.5.12.6 Piles shall not be closer than ten feet to leave or reserved vegetation or 25 feet to a unit boundary, unless approved by the COR. Slash shall not be piled or placed on logs, stumps, in roadways or drainage ditches, or within channel bottoms or streams. Slash shall not be piled or placed in buffer zones. Information on locations, widths, and any other information concerning field identification of buffer zones will be provided by the Government.

C.5.13 Treatment of Reserve Areas

C.5.13.1 One quarter acre reserve areas of uncut conifers, hardwoods, and brush shall be left. A 110-foot by 110-foot square shall be left untreated. Approximate distances between the outer edges of the reserve areas will be 500 feet plus or minus 50 feet. The reserve areas shall not be located closer than 100 feet from any unit boundary. Reserve areas shall not adjoin roads or riparian buffers. Reserve areas shall be flagged in red. See the unit maps with each task order for correct number of reserve areas required per unit.

C.5.13.2 The Contractor shall locate and flag the correct number of reserve areas.

C.5.14 Special Treatment Requirements

C.5.14.1 Where threatened or endangered plants have been identified by the Government on treatment units, a buffer strip will be marked with yellow and black flagging and no treatments shall be done within the flagged area.

C.5.14.2 In order to comply with the U.S. Fish and Wildlife Service Biological Opinion #1-7-96-F-392 for 1996 through 2005 BLM projects, the following restrictions shall apply if the Government detects Murrelet or Spotted Owl activity or nesting sites within the project area:

Murrelets

For units within the thirty-five-mile Murrelet zone, work activities above ambient noise levels occurring within 0.25 mile of unsurveyed suitable Murrelet habitat or known

occupied sites, shall be scheduled to occur no earlier than two hours after sunrise and no later than two hours before sunset between April 1 and September 15.

Spotted Owls

Chain saw activity within a 0.25-mile radius of a nest site or activity center of known pairs and resident singles shall be prohibited from March 1 through June 15. If the Government determines that a site has become active, a suspend work order will be issued for the area of activity until after June 15.

C.5.14.3 Port-Orford Cedar

- a. In units where Port-Orford Cedar is present, sequential treatment of the units shall take place so that units which are uninfected and free of the pathogen *Phytophthora lateralis* (*Pl*) will be treated first, and infested units will be treated last. Units will be surveyed by the Government prior to treatment to determine presence or absence of *Pl* and to determine sequence to follow for treatment.
- b. Access as well as egress routes, and parking locations will be determined by the COR for all POC units (unit having Port-Orford Cedar) and *Pl* units (unit having Port-Orford Cedar and *Phytophthora lateralis*.)
- c. Operations in POC units and *Pl* units will be confined to dry season unless otherwise authorized by the COR.
- d. When treatments must occur during the rainy season (before June 15, or after October 15) or during rain events defined as when water forms puddles on the road, and access by vehicular traffic is required, the following guidelines shall be followed to prevent introduction of the pathogen to non-infected areas. Some variation of the dates may be permitted depending on weather and soil moisture conditions, which will be defined by the COR or PI. If the vehicle, by visual examination by the PI, has clods of mud or organic material present, then the vehicle will require washing and removal of the mud or organic material before entering a POC unit. Entry into the area will not be allowed until this measure is followed. Prior to departure from a *Pl* area, the vehicle shall be washed and free of dirt or organic material upon leaving the treatment area.

C.5.14.4 Noxious weeds

- a. Prior to treatment, units will be surveyed for the presence of noxious weeds. At the task order pre-work conference, the COR will identify priority areas by silviculture unit and watershed, which have the presence of noxious weeds. Priority areas (sub watersheds) will also be identified which are relatively free of noxious weeds.
- b. Noxious weed identification will be briefly covered by the COR at the task order pre-work conference. The COR will also identify which measures shall be utilized to

prevent spreading noxious weeds into non-infested areas. These measures will be consistent with the Northwest Area Noxious Weed Control Program (EIS) December 1985 and Supplement (March 1987).

- c. Measures may include limiting access or egress routes on natural surface roads to units during wet weather (when water puddles on the road), development of a sequential treatment plan so non-infested noxious weed units are treated prior to infested units, or utilization of other noxious weed avoidance strategies.
- d. When working in certain areas with high concentrations of noxious weeds and where there is a high likelihood of spreading noxious weed seed to non-infested areas, one measure which may be used will be a requirement that crew vehicles must be taken through a vehicle washing station after leaving an area infested with noxious weeds and prior to entry into a non-infested area. These areas will be identified by the COR at the task order pre-work conference. Certain conditions, such as amount and type of noxious weed infestation, time of noxious weed seed dispersal, time of year, road and soil conditions, and weather will have a major effect on whether vehicle washing shall be required.

SECTION E - INSPECTION AND ACCEPTANCE

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

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

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

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

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

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

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

E.1.0 SURVEILLANCE PLAN/INSPECTION

E.1.1 The Government may inspect completed units as a basis for acceptance and payments and provide recommendations to improve work quality while work is in progress. The Contractor is responsible for providing quality control to assure that work complies with the contract specifications.

E.1.2 When project units are completed and ready for inspection the Contractor shall provide within 3 days, by written notice, Notification of Completed Work (See Illustration No. 1) to the COR. The notification record shall include: (1) project unit names (2) unit acres (3) work dates (4) supervisor/inspector name and (5) work quality percentage and (6) supervisor signature and date. Inspection plot cards as required in C.5.1.2 shall

accompany the written notification. Government inspection of completed units will not occur until such notification and plot inspection cards are received by the COR.

E.1.3 Government inspections may be made on a series of 1/50 acre (16.7 foot radius) horizontal distance) plots located at predetermined intervals across each work unit. Sufficient plots will be taken to obtain a sample of the work unit.

E.1.4 Each inspection plot will be evaluated for compliance with all contract specifications as follows:

a. Each inspection plot will be divided into four (4) quadrants based on cardinal directions. Each quadrant will be evaluated for compliance with all contract specifications. Quadrants meeting all contract specifications will receive three (3) points. Quadrants found to have one (1) contract violation will receive two (2) point. Quadrants found to have two contract violations will receive one (1) point. Quadrants found to have three or more contract violations will receive no points. A maximum of twelve (12) points is possible for each plot.

b. Factors evaluated in each quadrant shall include:

- 1) Cut leave trees.
- 2) Presence of damaged leave trees.
- 3) Presence of conifers, hardwoods and shrubs not cut in accordance with the contract specifications (e.g. stump height, lodged trees, limb length).
- 4) Proper spacing - the distance from a leave tree located in a quadrant to the nearest leave tree, located either inside or outside of the plot.
- 5) Improperly pruned trees.
 - a. Slash depth or fuels pull back not in accordance with the specifications.
 - b. Presence of unplied slash.
 - c. Slash piles not constructed in accordance with the specifications.
- 9) Slash piles not covered in accordance with the specifications.
- 10) Improperly located/spaced piles.

E.1.5 Acceptable Quality Level (AQL) Percentage

E.1.5.1 AQL percentages are derived from data developed from inspection plots.

E.1.5.2 Work quality is determined by dividing the total number of points earned by the total number of points possible (12 x number of plots taken). This figure multiplied by 100 provides the AQL percentage.

Example:

Number of plots inspected =	25
Total points possible (12 x 25) =	300
Total points earned =	270
AQL = (300 / 270) x 100 =	90%

E.2.0 ACCEPTANCE

E.2.1 Satisfactory Work - A minimum AQL of 90 percent is required.

E.2.2 Unsatisfactory Work Quality

E.2.2.1 Based on inspection results, if the AQL percentage falls below 90 the CO will immediately notify the Contractor in writing and instruct the Contractor to improve the quality of the work. If the quality of the work is not raised to the minimum AQL after written notification, the CO may issue a suspend work order to resolve the problem, during which time contract time will continue to run.

E.2.2.2 If untreated or unsatisfactorily treated areas are the primary reason for unsatisfactory work, the area shall be reworked to obtain the minimum AQL.

E.2.3 Reinspection - When units fall below the minimum AQL of 90 percent, rework may be required. When instructed by the COR, the Contractor shall rework the unit one time for reinspection by the Government. If the unit again fails to meet the minimum AQL of 90 percent, the CO has the option of accepting the unit at the AQL calculated from inspection plots or of ordering the Contractor to rework the unit again. If the CO elects to accept the unit at the AQL percentage calculated after rework, the Contractor will be paid based on the results of the reinspection. The Contractor shall be charged for all the Government's reinspection costs.

E.3.0 PAYMENT

E.3.1 Payment will be made for completed units for the actual number of acres completed, inspected and accepted by the Government, less the adjustment in payment based on the AQL percentage, if any. If the AQL percentage equals or exceeds 95 percent before rework, full payment (100%) will be made for the number of acres inspected and accepted by the Government on the completed units. Payment for units achieving an AQL of 90-94 percent before rework, units achieving an AQL of 90-100 percent after rework (if allowed) and units accepted by the CO which do not meet the minimum AQL of 90 percent, will be made at a rate determined by multiplying the actual inspection percentage by the bid price.

E.3.2 Payment will be made for completed units only.

E.3.3 Method for Measurement and Payment

E.3.3.1 The acreage for the purpose of payment is measured on the horizontal plane.

E.3.3.2 Roads do not require treatment and have been excluded from the acreage to be measured and paid for under the contract.

E.3.3.3 The Contractor may, at any time during the course of the contract, request remeasurement of any unit he feels that the acreage stated in the contract is incorrect. If remeasurement indicates that a variance of 5% or less exists, the Contractor will pay for the actual cost of the remeasurement. Under this condition, payment for the unit will be made on the acreage stated in the contract. If remeasurement indicates the actual variance is greater than 5%, payment for the unit will be based on the remeasured acreage.

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.

F.2.0 CONTRACT TIME

The Contractor shall begin work within 3 calendar days from the effective date of the notice to proceed. The Contractor shall continue performance of the work under the contract without delay or interruption except by causes beyond his control as defined by contract clauses, or by the receipt of a "Suspend Work Order" issued by the Government. Failure to do so may be cause for action under the "Default" clause. The Contractor shall complete all work required within the time specified in the Schedule of Items.

F.2.0 PROGRESS PLAN

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

SECTION G - CONTRACT ADMINISTRATION DATA

G.1.0 CONTRACTING OFFICER'S REPRESENTATIVE DEFINITION

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

G.2.0 PROJECT INSPECTOR DEFINITION

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

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

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

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

G.4.0 NOTICE TO PROCEED

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

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

SECTION H - SPECIAL CONTRACT REQUIREMENTS

H.1.0 WORK HOURS

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

H.2.0 PROSECUTION OF THE WORK

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

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

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

H.3.0 ENVIRONMENTAL INTERRUPTION OF WORK

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

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

H.4.0 PRESERVATION OF HISTORICAL AND ARCHEOLOGICAL RESOURCES

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

H.5.0 SUBCONTRACTS

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

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

H.6.0 RESTORATION OF RESOURCES

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

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

H.7.0 FIRE DANGER SEASON

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

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 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 PERFORMANCE SECURITY

H.12.1 The successful offeror shall furnish to the Contracting Officer performance security on Standard Form (SF) 25 in the penal sum of 20 percent of the minimum guarantee not to exceed \$30,000. The security shall be submitted within ten (10) days after receipt of written notification of award.

H.12.2 Performance security may be in the form of a corporate or an individual surety, certified or cashier's check, bank draft, postal money order, irrevocable letter of credit, currency

or certain bonds or notes of the United States.

H.12.3 Each corporate surety bond, executed by an agent or attorney-in-fact for a corporate surety, is required to have submitted with it a power of attorney specifically naming the agent or attorney-in-fact to represent the corporate surety. The power of attorney shall be executed upon a date reasonably proximate to the date of the bond or shall be accompanied by a certification of the surety to the effect that the power of attorney was in full force and effect upon a date reasonably proximate to the date of the bond.

H.12.4 Each individual surety shall be submitted in accordance with Clause 52.228-11, Pledge of Assets.

H.12.5 Certified or cashier's checks, bank drafts, postal money orders, and certain bonds or notes of the United States shall be drawn payable to the Bureau of Land Management (BLM) and reference the applicable contract number. Securities or currency may be deposited by the BLM in the U.S. Treasury. Irrevocable letters of credit (ILC) shall be issued by a federally-insured financial institution in the name of the contracting agency and which identify the agency and solicitation or contract number for which the ILC is provided (see clause 52.228-14).

H.12.6 Performance security shall be maintained through date of final payment, except for the security interest in the individual surety (lien on real property or personal property in escrow) and ILCs, which both shall be maintained for 90 days following final payment or until completion of any warranty period, whichever is later.

H.13.0 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 - SERVICE CLAUSES (current through Federal Acquisition Circ. 2001-22)

*** 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)
52.214-26	Audit and Records - Sealed Bidding	(OCT 1997)
52.214-27	Price Reduction for Defective Cost or Pricing Data - Modifications - Sealed Bidding	(OCT 1997)
52.214-28	Subcontractor Cost or Pricing Data - Modifications - Sealed Bidding.	(OCT 1997)
52.214-29*	Order of Precedence - Sealed Bidding	(JAN 1986)
52.216-18*	Ordering	(OCT 1995)
52.216-19*	Ordering Limitation	(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	Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era and Other Eligible Veterans	(DEC 2001)
52.222-36	Affirmative Action for Workers with Disabilities	(JUN 1998)
52.222-37	Employment Reports on Special Disabled Veterans, Veterans of the Vietnam Era and Other Eligible Veterans	(DEC 2001)
52.222-41	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 bonds required. See Schedule of Items.)	(SEP 1996)
52.228-5	Insurance-Work on a Government Installation (Applicable if DIAR 1452.228-70 is included.)	(JAN 1997)
52.228-2	Additional Bond Security (Applicable if bonds required. See Schedule of Items.)	(OCT 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)
52.232-1*	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)
1452.228-70* Liability Insurance – Department of 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.

(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.

52.214-29 ORDER OF PRECEDENCE - SEALED BIDDING (JAN 1986)

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; and (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 four 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 \$30,000, 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 21 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 (MAY 1989)
FEDERAL HIRES

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(i) Evidence of title in the form of a certificate of title prepared by a title insurance company approved by the United States Department of Justice. This title evidence must show fee simple title vested in the surety along with any concurrent 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 certified. A voucher, invoice, or other routine request for payment that is not in dispute when submitted is not a claim under the Act. The submission may be converted to a claim under the Act, by complying with the submission and certification requirements of this clause, if it is disputed either as to liability or amount or is not acted upon in a reasonable time.

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

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

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

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

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

(e) For Contractor claims of \$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 (NOV 1991)

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

52.242-14 SUSPENSION OF WORK (APR 1984)

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

(b) If the performance of all or any part of the work is, for an unreasonable period of time, suspended, delayed, or interrupted (1) by an act of the Contracting Officer in the administration of this contract, or (2) by the Contracting Officer's failure to act within the time specified in this contract (or within a reasonable time if not specified), an adjustment shall be made for any increase in the cost of performance of this contract (excluding profit) necessarily caused by the unreasonable suspension, delay, or interruption, and the contract modified in writing accordingly. However, no

adjustment shall be made under this clause for any suspension, delay, or interruption to the extent that performance would have been so suspended, delayed, or interrupted by any other cause, including the fault or negligence of the Contractor, or for which an equitable adjustment is provided for or excluded under any other term or condition of this contract.

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

52.243-1 CHANGES - FIXED-PRICE (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.

52.245-4 GOVERNMENT-FURNISHED PROPERTY (SHORT FORM) (APR 1984)

(a) The Government shall deliver to the Contractor, at the time and locations stated in this contract, the Government-furnished property described in the Schedule or specifications. If that property, suitable for its intended use, is not delivered to the Contractor, the Contracting Officer shall equitably adjust affected provisions of this contract in accordance with the Changes clause when -

- (1) The Contractor submits a timely written request for an equitable adjustment; and
- (2) The facts warrant an equitable adjustment.

(b) Title to Government-furnished property shall remain in the Government. The Contractor shall use the Government-furnished property only in connection with this contract. The Contractor shall maintain adequate property control records in accordance with sound industrial practice and will make such records available for Government inspection at all reasonable times, unless the clause at Federal Acquisition Regulation 52.245-1, Property Records, is included in this contract.

(c) Upon delivery of Government-furnished property to the Contractor, the Contractor assumes the risk and responsibility for its loss or damage, except -

- (1) For reasonable wear and tear;
- (2) To the extent property is consumed in performing this contract; or
- (3) As otherwise provided for by the provisions of this contract.

(d) Upon completing this contract, the Contractor shall follow the instructions of the Contracting Officer regarding the disposition of all Government-furnished property not consumed in performing this contract or previously delivered to the Government. The Contractor shall prepare for shipment, deliver f.o.b. origin, or dispose of the Government property, as may be directed or authorized by the Contracting Officer. The net proceeds of any such disposal shall be credited to the contract price or shall be paid to the Government as directed by the Contracting Officer.

(e) If this contract is to be performed outside the United States of America and its outlying areas, the words "Government" and "Government-furnished" (wherever they appear in this clause) shall be construed as "United States Government" and "United States Government-furnished," respectively.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

52.252-2 CLAUSES INCORPORATED BY REFERENCE

(FEB 1998)

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

www.arnet.gov/far

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

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

\$300,000 each person
\$300,000 each occurrence
\$300,000 property damage

(b) Each policy shall have a certificate evidencing the insurance coverage. The insurance company shall provide an endorsement to notify the Contracting Officer 30 days prior to the effective date of cancellation or termination of the policy or certificate; or modification of the policy or certificate which may adversely affect the interest of the Government in such insurance. The certificate shall identify the contract number, the name and address of the Contracting Officer, as well as the insured, the policy number and a brief description of contract services to be performed. The contractor shall furnish the Contracting Officer with a copy of an acceptable insurance certificate prior to beginning the work.

SECTION J - LIST OF ATTACHMENTS

Classification and Wages of Government
Employees (For Comparison only)

Register of Wage Determinations
Under the Service Contract Act

Fire Requirements

Illustration – Notification of Completed Units

Grants Pass Resource Area Vicinity Map

Sample Task Order

Silviculture Summary Prescriptions

Project Maps

SECTION J

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

CLASSIFICATION AND WAGES OF GOVERNMENT EMPLOYEES

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

<u>Labor Classification</u>	<u>Basic Rate</u>	<u>Fringe Benefits</u>
Laborer WG-3	\$12.07	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 | U.S. DEPARTMENT OF LABOR
THE SERVICE CONTRACT ACT | EMPLOYMENT STANDARDS ADMINISTRATION
By direction of the Secretary of Labor | WAGE AND HOUR DIVISION
WASHINGTON D.C. 20210

William W.Gross | Division of | Wage Determination No.: 1977-0079
Director | Wage Determinations | Revision No.: 30
Date Of Revision: 05/27/2004

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: \$2.59 an hour or \$103.60 a week or \$448.93 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 continuous service with the present contractor or successor, wherever employed, an 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 a 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 worker 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. The 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 For 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 authorizing representative, the employees themselves. This report should be submitted to the contracting officer no later than 30 days after such unlisted class(es) of employee 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 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:

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

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

2. FIRE PRECAUTION LEVELS

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

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

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

Level 3 is the partial shutdown of all forest industrial operations and shuts down contractor

operations with few exceptions. Waivers may be issued on a site-by-site basis.

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

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

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

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

3. FIRE TOOLS REQUIRED DURING CLOSED FIRE SEASON

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

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

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

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

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

ILLUSTRATION

NOTIFICATION OF COMPLETED UNITS

Medford District, Ashland Resource Area

Contractor: Big Mac Reforestation

Manual Stand Maintenance

Task Order No. HAD00

Project Unit Name	Unit Acres	Date Completed	Acceptable Quality Level Percent	Inspectors Name
_____	___	___/___/___	_____%	_____
_____	___	___/___/___	_____%	_____
_____	___	___/___/___	_____%	_____
_____	___	___/___/___	_____%	_____
_____	___	___/___/___	_____%	_____
_____	___	___/___/___	_____%	_____
_____	___	___/___/___	_____%	_____

Notes/Remarks:

Contractors Signature

Date

Silviculture Summary Prescription

Unit No. 1

Bid Item(s): A, K

Stand Name: McMullin Creek

Legal: 38S-7W-31-003

Acres: 23

Key #: 111664

Conifer leave tree spacing: N/A

Hardwood leave tree spacing: 30'

Conifer leave tree species preference: N/A

Hardwood leave tree species preference: (1) Pacific Madrone, (2) California Black Oak, (3) Golden Chinkapin

Special treatment requirements: Do not select Tanoak as a hardwood leave tree unless no other hardwood is within the spacing guidelines.

Silviculture Summary Prescription

Unit No. 2

Bid Item(s): B, G, L

Stand Name: Scottish Verbascum 5-1A

Legal: 39S-7W-05-010

Acres: 50

Key #: 113505

Conifer leave tree spacing: 14'

Hardwood leave tree spacing: 25'

Conifer leave tree species preference: (1) Ponderosa Pine, (2) Sugar Pine, (3) Douglas Fir

Hardwood leave tree species preference: (1) California Black Oak, (2) Pacific Madrone, (3) Tanoak

Special treatment requirements: (1) Maintain previously selected hardwoods. (2) Establish 25' no cut buffer on both sides of the two main draws. (3) Prune conifers on 20' spacing (108 trees per acre).

Silviculture Summary Prescription

Unit No. 3

Bid Item(s): F, I

Stand Name: West Fork 3-1B

Legal: 41S-9W-03-001

Acres: 23

Key #: 113639

Conifer leave tree spacing: 20'

Hardwood leave tree spacing: 30'

Conifer leave tree species preference: (1) Jeffrey Pine, (2) Ponderosa pine, (3) Western White Pine, (4) Sugar Pine, (5) Incense Cedar

Hardwood leave tree species preference: (1) California Black Oak, (2) Oregon White Oak, (3) Pacific Madrone

Special treatment requirements: (1) Do not select Douglas Fir unless no other conifer leave tree is within the spacing guidelines. (2) Establish four one-quarter acre reserve areas.

Silviculture Summary Prescription

Unit No. 4

Bid Item(s): D, L

Stand Name: West Fork 2-2

Legal: 41S-9W-02-002

Acres: 23

Key #: 113953

Conifer leave tree spacing: 20'

Hardwood leave tree spacing: 25'

Conifer leave tree species preference: (1) Sugar Pine, (2) Ponderosa Pine, (3) Knobcone Pine, (4) Incense Cedar, (5) Douglas Fir

Hardwood leave tree species preference: (1) California Black Oak, (2) Pacific Madrone, (3) Golden Chinkapin

Special treatment requirements: Selected Madrone: Cut Sprouting Clumps to three stems.

Silviculture Summary Prescription

Unit No. 5

Bid Item(s): D, K

Stand Name: Granite Horse 3-4A

Legal: 35S-5W-03-004

Acres: 101

Key #: 111022

Conifer leave tree spacing: 18'

Hardwood leave tree spacing: 30'

Conifer leave tree species preference: (1) Sugar Pine, (2) Douglas Fir,
(3) Ponderosa Pine

Hardwood leave tree species preference: (1) California Black Oak,
(2) Pacific Madrone

Special treatment requirements: Establish 25' no cut buffer on each side
of the main draw.

Silviculture Summary Prescription

Unit No. 6

Bid Item(s): F, L

Stand Name: Granite Horse 29-3

Legal: 35S-5W-29-003/008

Acres: 199

Key #: 111118, 114775

Conifer leave tree spacing: 20'

Hardwood/shrub leave tree spacing: 40'

Conifer leave tree species preference: (1) Jeffrey Pine, (2) Incense Cedar,
(3) Ponderosa Pine, Douglas Fir

Hardwood leave tree species preference: (1) Oregon White Oak, (2) California Black Oak, (2)
Pacific Madrone

Special treatment requirements:

