AWARD DATA
Orders May Be Placed Through 9/30/2007

Non-Vascular Plant Surveys, Indefinite-Delivery, Indefinite-Quantity

Ordering Agencies: BLM

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

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 "task orders" in the Schedule of Items). BLM's past performance evaluations are set forth in the following table.

BLM Contract No. HAC058Q00 Contractor: Scot Loring 5456 Adams Road Talent, OR 97540 Phone: 541-535-2863 FAX: 541-535-2863 Maximum TO limit $75,000 Maximum 30 day limit $150,000 Past Performance: Excellent	BLM Contract No: HAC058R00 Contractor: Daphne Stone 30564 LeBleu Road Eugene, OR 97405 Phone 541-344-3274 FAX 541-344-3274 Maximum TO Limit $30,000 Maximum 30 day limit $15,000 Past Performance: Outstanding
BLM Contract No. HAC058S00 Contractor: Siskiyou BioSurvey LLC 265 Ball Road Eagle Point, OR 97524 Contact: Richard Brock Phone: 541-826-6107 FAX: 541-826-6104 Maximum TO limit $25,000 Maximum 30 day limit $50,000 Past Performance: Excellent	

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

Past performance definitions:

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

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

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

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

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

SECTION B - SCHEDULE OF ITEMS

This is a three-year indefinite-delivery, indefinite-quantity contract for the services specified. Offers shall be submitted for all survey types listed below. These prices will be used to determine the price of each task order. The quantities listed are the estimated amounts of each survey type anticipated to be ordered per year throughout the contract. Offerors shall enter a unit price for each sub-item of survey type, then multiply the unit price by the estimated quantity to obtain the total amount.

Item	Description	Est. Qty.	Unit	Unit Price	Total Amount
1.	Special Status Non-vascular* plant surveys in Timber Sale Units (80+ year old conifer stands)	3,333	AC	$_____	$_____
2.	Special Status Non-vascular* plant surveys in Fuels Reduction units (mixed plant communities)	5,000	AC	$_____	$_____
3.	Special Status Non-vascular* plant Surveys in Silviculture units (40-80 year old conifer stands)	1,666	AC	$_____	$_____
4.	Completion of site reports	100	Sites	$_____	$_____

* Non-vascular plants = lichens and bryophytes.

TOTAL ITEMS 1-4 (All or None) $_____

AC = Acre

PERFORMANCE TIME: 1 Calendar Day for every 60 acres assigned in the task order

ESTIMATED START WORK DATE: February 1, 2005

THIS PROCUREMENT IS SET ASIDE FOR SMALL BUSINESS CONCERNS.

ANNUAL ECONOMIC PRICE ADJUSTMENT

Offerors wishing to propose revised prices in successive years shall state in the spaces below the economic price adjustment percentages to be used by the Government to compute future year prices, to be effective for the second and third years. For instance, a 3% economic price adjustment factor is shown as 3% (rather than 103% or 1.03). Note that the economic price adjustment percentage can be either negative or positive. The factors stated will be compounded

annually. If no percentage is entered, future year prices will be the same as base year prices. Offeror's economic price adjustment percentage(s):

2nd Year (October 1, 2005 – September 30, 2006) _____
3rd Year (October 1, 2006 – September 30, 2007) _____

EVALUATION FOR AWARD

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

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

Award will be in accordance with Section L, Instructions, Conditions, and Notices to Offeror, Clause 52.215-1, Instructions to Offeror's Competitive Acquisition and Section M, Evaluation and Award Factors

TASK ORDERS

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

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

MINIMUM GUARANTEE

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

MAXIMUM TASK ORDER LIMITATION

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

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

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

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

AVAILABILITY OF FUNDS UNDER A CONTINUING RESOLUTION

Funds are not presently available for performance under this contract beyond the date of any continuing resolution. See H.11.0.

SECTION C - DESCRIPTION/SPECIFICATION/WORK STATEMENT

C.1.0 GENERAL

C.1.1 Description of Work - The Contractor shall provide all services, equipment and expertise necessary for the collection of field data on listed nonvascular plants. Data shall be collected on proposed project units in the Glendale Resource Area, Medford District, Bureau of Land Management (BLM). Surveys will occur in a variety of habitats including grasslands, oak woodlands, oak-pine savannas, mixed hardwood-conifer woodlands, meadows, chaparral, and conifer forests in various successional states.

C.1.2 Location of Project - Field examinations will occur in the Glendale Resource Area of the Medford District. See Section J for map. Not all unit boundaries will be physically identified on the ground. Much of the terrain is steep, has dense vegetation and can be difficult to walk through. Project area maps will be provided with each TO issued.

C.1.3 Access

C.1.3.1 Access will be by both paved/gravel roads (unimproved) and dirt roads (unimproved) which may require four-wheel drive vehicles. Some units and portions of units do not have direct road access. Walk-ins of up to (1) mile may be required. Permission may be needed to cross private lands when attempting to access BLM lands. The Contractor is responsible for obtaining names, phone numbers, and addresses of these contacts, which must be provided to the Contracting Officers Representative (COR), and referenced by legal description.

C.1.3.2 Gates - Some project units are beyond locked gates that may require a key for access. Gates with locks shall be locked immediately after entry or exit by the Contractor for each project unit. Keys will be issued to the Contractor by the COR at the BLM, Medford District Office. The Contractor shall return all gate keys to the COR before final payment is made. The Contractor will be charged $35.00 for each key lost or returned in an unusable condition.

C.1.3 Prework Conference - The Contracting Officer (CO) will arrange a prework conference after the contract is awarded to ensure a clear understanding of the scope of the contract, submission times for reports and other documentation requirements, the sequence of work as defined by the COR, inspection and payment schedules.

C.2.0 DEFINITIONS

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

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

Draft site form – UTMs, biological and habitat information, directions, and map.

GPS - Global Positioning System

Intuitive Controlled Survey Method - survey effort covers a representative cross section of all major habitats and topographic features and is concentrated in areas of probable habitat of target species.

Nonvascular plants – Lichens, mosses and liverworts.

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

Special Status (SS) plant - Those plants listed as Bureau Sensitive, Assessment, Tracking and Watch; Federal Endangered, Threatened, Proposed, and Candidate; Oregon State Endangered, Threatened, and Candidate (see list, Section J).

C.3.0 CONTRACTOR FURNISHED PROPERTY AND SERVICES

C.3.1 The Contractor shall provide all labor, transportation, supervision, tools, materials (except those materials listed under paragraph C.4.0), and incidentals necessary to perform the work.

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

a. Compass with azimuth and declination set.
b. Protective covering for aerial photos (large ziploc freezer bags).
c. Wide-lined permanent marking pens for marking flagging in the field.
d. Hand lens with minimum magnification 10 X.
e. Appropriate non-vascular plant manuals (Lawton, McCune and Geiser, Norris, Goward et. al, etc.).
f. Fine-lined permanent marking pens for preparing overlays; minimum of two colors. For each aerial, each species marked must be done with a different color.
g. Transportation to and from the work site.
h. Global Positioning System (GPS) unit and software capable of collecting UTMs within a minimum of 150 foot accuracy.
i. Altimeter
j. Staple guns or staple hammers.
k. 2 inch long staples.
l. Access to dissecting and compound scopes, plus any chemicals required for

identification.

m. Digital (with a minimum resolution of 2 mega-pixels, preferably 3) or 35mm camera with 200 or 400 ASA film. Color hardcopies of all photos required. Digital images shall be submitted on CD, with images formatted as JPEG.
n. Phone numbers and addresses of private landowner contacts, for requesting access permission.
o. Densiometer and clinometer.
p. Training necessary to meet identification and survey requirements of surveyors.
q. Additional copies of aerials and 1:12000 topographic section maps.

C.4.0 GOVERNMENT FURNISHED PROPERTY AND SERVICES

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

a. Maps necessary to complete the contract (District road maps and 1:12,000 topographical section maps showing survey areas).
b. Aerial photos covering the areas.
c. Survey and Special Status Plant sighting forms.
d. Flagging for marking routes and populations of Survey and Manage and Special Status plants.
e. List of Special Status, Tracking and Watch Species (subject to change on a year to year basis).
f. List of species in the Glendale RA, with National Resources Conservation Service (NRCS) PLANTS database codes.
g. BLM gate keys, where necessary.
h. Plant site signs: yellow/black Tyvek, 4x6 inches, and reading ‘Plant Site.’
i. In-office use of Special Status species data files, upon request.

C.4.2 The Contractor shall be liable for all loss or damage of Government furnished property until completion and final acceptance of work required under this contract. All items will be available from Contracting Officer's Representative (COR) at the US Forest Service/BLM office, 200 NE Greenfield Rd., Grants Pass, Oregon, 97527.

C.5.0 SPECIFIC TASKS

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

C.5.1.1 Task orders will be issued for field work to be conducted between contract award and Sept. 15, 2007. See C.5.2 for documentation requirements. The dates for contract performance time are given in Section B - Schedule of Items.

C.5.1.2 The Contractor shall search for Special Status nonvascular plants (see Section J) using the Intuitive Controlled Survey Method. Unit surveys shall be made by walking routes that cover a representative cross section of all major topographic features (e.g., slopes, draws, benches, ridges) and special features of each unit (e.g., serpentine, riparian

areas, rock outcrops). At least 80% of each habitat or special feature per unit shall be surveyed.

C.5.1.3 Proposed unit locations without on-the-ground identification shall be surveyed by approximating the boundary location from Government-provided maps and photos.

C.5.1.4 Flagging shall be hung at visibly located intervals along the survey to show survey route. Survey routes shall be accurately depicted on a separate topographic unit map. At beginning of survey lines at access points, hang double flagging and record compass reading on contour map/flagging. When crossing roads and when entering and exiting privately-owned land, hang flagging. Flagging color will be designated and provided by the Government for this purpose. Habitat areas will be outlined on maps and overlays of aerials provided to show actual areas surveyed if different from unit areas.

C.5.1.5 For each section surveyed, the Contractor shall complete a Survey Report (see example in Section J), whether or not SS non-vascular sites are found. A habitat summary by unit shall be provided in each survey report. This should include information on unit topography (including relationship to watershed), vegetation communities, apparent history (e.g. burned), management effects, SS Plants and habitats (if found), dumps, impacts from heavy OHV use, and other observations.

C.5.1.6 For each section surveyed, the Contractor shall compile a species list of all lichens and bryophytes encountered during the survey. Indicate the habitat type if species are found only in special habitats, such as riparian areas or rock outcrops. The species list shall include a heading on each page with the 1) project name, 2) legal description, 3) unit number, 4) survey date, and 5) contractor's name. See Section J for sample list.

C.5.1.7 Previously known locations of Bureau Special Status Plants shall be re-located and documented. The locations to be revisited will be provided to the Contractor. Re-locations shall be treated like new locations for data collection purposes (See C.5.1.8 – C.5.1.11) and shall be re-flagged, signed, and mapped. Negative findings shall be documented.

C.5.1.8 When SS and T&E species are found, the population boundaries shall be clearly delineated with flagging of designated color provided (yellow/black striped). Single plants or a small concentration shall be marked with a piece of long, doubled flagging as close to the plant(s) as possible. Sites with plants over a small population area (less than 30 feet radius) shall be double flagged in the center of the population with at least four single flags marking the population boundaries. Larger populations (but less than 100 feet in diameter) shall also be double flagged in a central location with enough single flags hung to be easily seen from adjacent flags. In some cases, extremely large populations of greater than 100' shall be outlined on maps and aerial photos with double flagging hung in the vicinity of the population center.

C.5.1.9 The central flagging shall be labeled using wide-tipped permanent marking pens. The label will identify the species code, surveyor's initials, date, and the site number (i.e. multiple sightings of the same species within one unit or proposed project area shall be clearly labeled as # 1, 2, 3, and the like) as high up on the flagging as possible.

C.5.1.10 For plant sites further than 300 feet from a road, the Contractor shall provide detailed directions to a population on the sighting form. The Contractor shall flag a route using route flagging hung every 100 feet, starting with a labeled route flag on a road. The labeled flag shall list the species and describe direction of travel and distance to the plant site. For sites greater than one-half mile from a road, flagging hung every 100 feet is not required.

C.5.1.11 While at the sites, survey and sighting forms shall be completed. Populations will be mapped on both the aerial photos and topographic maps. All plants within 300 feet of one another are considered to be one site and shall be included on one site form. Plants further than 300 feet apart require separate site forms. The location of the population shall be marked on the topographic map using the four letter species code and the site number. For each site, the four letter species code and the site number shall be consistent between the ribbon in the field, the site forms, and the location plotted on the topographic map. For large sites with multiple flags, indicate on the form the total number of flags at the site. If the Project Inspector (PI) finds that the location was not accurately mapped, the Contractor shall return to the site and correct the mapping error (accompanied by the PI when possible). BLM Tracking and Watch species, as well as Special Status, and Survey and Manage species shall be mapped and sighting forms shall be filled out. If some tracking species are exceptionally abundant, maps and site reports may not be required for all sites, if agreed upon with the COR.

C.5.1.12 A minimum of two color photos – one of the species and one of the habitat - shall be taken of each Special Status plant species found. It is not necessary to take a species photo at every population site when multiple sites of the same species are found, but at least one picture of the general habitat at each population location shall be taken. The habitat picture shall be taken after identifying flagging has been hung. If a digital camera is used, images must maintain a clarity at the 3.5 by 5 inch size that is comparable to prints from a 35 mm camera. Photos will be stored on a CD in a program that can be opened by MS Word. Each picture shall be labeled with the legal description (township, range, section, forty acre subdivision), plant found, site number and date.

C.5.1.13 Detailed directions to sites will be included on site forms which will enable the Government to locate the site from a state or county road. Directions on all minor roads shall be given and shall be the most efficient route into the unit.

C.5.1.14 A minimum of two plant site signs facing opposite directions shall be posted 5 to 6 feet in height on the nearest live tree (large size trees >16" DBH) in the center of each SS plant occurrence. Signs shall be attached using a staple gun or staple hammer. Signs shall not be more than 50 feet from an occurrence center. If nothing exists to staple the

signs to within the 50 feet area, posting signs is not required. Write the species name code (e.g. FRGE for *Fritillaria gentneri*), site #, date and surveyors initials on each sign, as well as the degrees azimuth (e.g. 270E) and number of feet (e.g. 12 feet) to the nearest SS plant.

C.5.1.15 The Contractor shall collect GPS UTM coordinates for each SS nonvascular plant site (except tracking species) and record them on the report form. The type of GPS equipment used shall be indicated on the site form (e.g. Garmin, Trimble, GeoExplorer 2). The GPS point data should be accurate to within 150 feet. The accuracy level of the coordinates shall be recorded on the site form if provided on the GPS unit (e.g. accurate within 50 feet). The sites shall also be marked on the topography map and/or aerial photo.

C.5.1.16 The PDOP value should remain below 8 unless insufficient satellites are detected. No more than 15 minutes total is required at any site to collect GPS point data. If, after this time, insufficient satellites are detected, try off-setting the location to an area where adequate satellites are detected and record the distance and azimuth to the site. If insufficient satellites are recorded after 15 minutes at the offset location**,** no further attempts are required and the mapped location will be accepted.

The GPS equipment shall be programmed at the following settings:

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

C.5.2 <u>Documentation</u>

C.5.2.1 The Contractor shall submit a written progress report to the COR every Monday morning to provide an update of progress regarding units completed and new plant sitings. The Contractor shall submit documentation for all SS and BLM Tracking plant sitings within two weeks of the siting. Plant sitings shall include site forms and mapped locations of any required species found. For inspection purposes, the following items shall be submitted according to an established schedule agreed to by the COR and the Contractor at the prework conference: 1) a Special Status Plant Survey Report Form, 2) survey route maps, and 3) at least a draft species list organized by unit. Photos of species and their habitat shall be submitted as soon as possible. Negative survey reports (as described in C.5.2.4) shall be submitted within four weeks of their survey dates. All plants within 300 feet of each other are considered one site, and shall be documented on one sighting report. Plants further than 300 feet apart require separate sighting reports.

C.5.2.2 Right to Share - Except as otherwise specifically provided for in this contract, the Contractor shall not use for purposes other than the performance of this contract, nor shall the Contractor release, reproduce, distribute or publish any data first produced in the performance of this contract, nor authorize others to do so, without written

permission of the CO. Any requests for survey information from outside entities should be forwarded to the COR.

C.5.2.3 All field work shall be fully documented. Each unit shall have a complete set of required forms, maps, and data. Sharing of forms, maps, and data between units or populations is not allowed. Topographic maps for each unit as issued in the prework contract package or provided with the Contractor's copy of the contract shall be used for all data mapping. Maps without the designated unit boundaries will not be accepted. A designated time for weekly submissions will be established during the prework meeting. All paperwork must be submitted within the performance time given for the TO.

C.5.2.4 Documentation required for Negative units (SS Plants not found), in order of attachment:

a. Special Status Plant Survey Report Form including access permission, if applicable.
b. Route map, accurately depicting travel route.
c. A general habitat description by unit in hard copy and on CD using a MS Word compatible format.
d. Nonvascular plant species list. Indicate species by habitat types per unit (which can mean multiple units in one section). Species restricted to special habitat types will be indicated. Special habitat types include unique features such as rock outcrops, riparian areas, and serpentine soils. A sample species list is included in Section J. This list functions to document that surveys took place and will provide additional information for management. Any species identified in the course of surveying for and identifying Survey and Manage and Special Status Plants shall be recorded. An electronic copy in text-and-tabs form (.txt) shall be included.

C.5.2.5 Documentation required for Positive (SS Plants and Survey and Manage non-vascular plants found) units:

a. Items listed above in C.5.2.4.
b. Special Status Plant Site Form; separate form for each population including map.
c. Aerial photo and overlays with reference marks for overlay repositioning and 1:12,000 map with all species locations marked. The map shall be attached and on 8.5 by 11 inch paper.
d. Photographic prints or CD with digital images; 1 closeup of plant, 1 of habitat.
e. At least one fresh sample (voucher) for each Bureau Sensitive (BSO) or Bureau Assessment (BAO) species found with the name of the determiner.
f. One field label for each voucher specimen.

C.5.2.6 The Contractor shall provide each of the following for all units:

a. Completed Special Status Plant Report, including soils, plant associations.

b. List of all SS or BLM tracking species potentially in the survey area by habitat type.
c. Map of travel routes on a topographic map.
d. A general description of habitat encountered by unit using current plant association criteria (see C.5.1.5, Item 7) in hardcopy and on computer disk using MS Word. This description may be included in the above Summary Report.
e. Completed Rare Plant Sighting Report with required photographs (C.5.1.12) for SS and Tracking species. Each sighting map shall show only the populations referred to by the attached site report.
f. Accurate UTM coordinates will be provided per population site.
g. A Medford Watch species map (one per section), if applicable.
h. Species list of all plants encountered during the survey. Species lists shall be provided in hard copy and by computer disk using MS Word.
i. Summary report listing all SS and Tracking or Watch species encountered, at least by project, with a description of their habitats and any unique observations such as range extensions and plant associations observed. This summary shall be provided in hardcopy and on computer disk using MS Word.
j. Aerial photo with all SS and Tracking locations marked. An overlay will be used for the aerial photo. Do not write on the photos themselves.
k. All paperwork will be attached by section with paper clips, not staples.

C.5.2.7 The Contractor shall review all forms and maps before submitting to the COR to ensure that all required forms are properly filled out and legible. All submissions shall be reviewed for consistency in form completion, species list format, and population marking on aerial photos and maps.

C.5.3 <u>Sensitive Plant Collection</u>

C.5.3.1 First time encounters of sensitive plant species in the Glendale Resource Area require collection of plant material for verification. Collection is unnecessary for species that have been previously documented in the Glendale Resource Area. Collection shall be made only when the population can withstand a reduction in its numbers. The minimum number of plants in a community that can withstand a reduction shall be twenty or more. No collection shall be made in populations with less than twenty plants without the authorization of the COR.

C.5.3.2 All voucher collections shall be prepared to herbarium standards with labels bearing project name, unit number, legal description, species name, and date collected. SS plant collections shall be delivered to the COR within one week of collection.

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 re-performance, the Government may (1) require the Contractor to take necessary action to ensure that future performance conforms to contract requirements and (2) reduce the contract price to reflect the reduced value of the services performed.

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

E.1.0 INSPECTION/ACCEPTANCE

E.1.1 All documentation as listed in C.5.2.1- C.5.2.5 of completed surveyed areas shall be submitted to the COR. All documentation required by C.5.2 shall be legible and properly and completely filled out before acceptance.

E.1.2 The COR or PI will inspect a randomly selected 10% sample of the completed units, and evaluate (1) if a representative cross section of the unit was surveyed and all unique habitat features were surveyed, (2) if any listed plants were overlooked, and (3) that the Contractor's unit species lists match at least 80% of the list of species found by the PI, and that the Contractor's list includes approximately 80% of species readily identifiable.

E.1.3 All SS and T&E plant sites may be inspected for data and mapping accuracy.

E.1.4 The correct number of plant site signs must be installed and located as specified. All specified information must be included and legible.

E.1.5 The Contractor will be required to rework any unit that does not meet the terms of the contract. An entire weekly submission may be returned to the Contractor if the inspected portion does not meet the contract terms. If the inspection reveals the need for rework, the COR will notify the Contractor immediately in writing. All rework must be completed before proceeding with new units.

E.1.6 The COR will inspect all documentation for legibility and consistency in reporting style. Any submissions not meeting these requirements will be returned to the Contractor and re-done.

E.2.0 PAYMENT

E.2.1 Payment will be made at the unit price offered in the schedule of items for the actual acreage completed and accepted. A mutually agreeable schedule for periodic payments will be arranged at the prework conference.

E.2.2 Final payment under the contract will not be made until all Government-furnished property not utilized during performance of the contact has been returned as directed by the COR.

E.2.3 <u>Measurement of Treatment Areas</u>

E.2.3.1 Acres are calculated using a Geographic Information System, field measurement, aerial photos, and field verification.

E.2.3.2 The acreage for the purpose of payment is measured on the horizontal plane.

E.2.3.3 Roads are included within the unit acreage.

E.2.4 <u>Re-measurement of Treatment Areas</u>

E.2.4.1 The Contractor may, at any time during the course of the contract, request in writing to the COR re-measurement of any survey area if they feel that the acreage stated in the task order and on the project maps is incorrect.

E.2.4.2 If re-measurement indicates that a variance of 10% or less exists, the Contractor shall pay for the actual cost of the re-measurement. Payment for the treatment area will be based on the acreage stated in the task order.

E.2.4.3 If re-measurement indicates that the actual acreage variance is more than 10% of that shown in the task order, payment for the treatment area will be based on the re-measured acreage. The cost for re-measurement will be incurred by the Government.

E.3.0 INVOICES - Send invoices to the attention of the COR at the following address:

Bureau of Land Management
Greenfield Office
200 NE Greenfield Rd.
Grants Pass, OR 97527

SECTION F - DELIVERIES OR PERFORMANCE

F.1.0 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.

52.211-18 VARIATION IN ESTIMATED QUANTITY (APR 1984)

If the quantity of a unit-priced item in this contract is an estimated quantity and the actual quantity of the unit-priced item varies more than 20 percent above or below the estimated quantity, an equitable adjustment in the contract price shall be made upon demand of either party. The equitable adjustment shall be based upon any increase or decrease in costs due solely to the variation above 120 percent or below 80 percent of the estimated quantity. If the quantity variation is such as to cause an increase in the time necessary for completion, the Contractor may request, in writing, an extension of time, to be received by the Contracting Officer within 10 days from the beginning of the delay, or within such further period as may be granted by the Contracting Officer before the date of final settlement of the contract. Upon the receipt of a written request for an extension, the Contracting Officer shall ascertain the facts and make an adjustment for extending the completion date as, in the judgement of the Contracting Officer, is justified.

SECTION G - CONTRACT ADMINISTRATION DATA

G.1.0 CONTRACTING OFFICER'S REPRESENTATIVE DEFINITION

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

G.2.0 PROJECT INSPECTOR DEFINITION

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

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

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

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

G.4.0 NOTICE TO PROCEED

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

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

SECTION H - SPECIAL CONTRACT REQUIREMENTS

H.1.0 WORK HOURS

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

H.2.0 PROSECUTION OF THE WORK

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

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

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

H.3.0 ENVIRONMENTAL INTERRUPTION OF WORK

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

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

H.4.0 PRESERVATION OF HISTORICAL AND ARCHEOLOGICAL RESOURCES

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

H.5.0 SUBCONTRACTS

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

a. Name of subcontractor

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

H.6.0 RESTORATION OF RESOURCES

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

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

H.7.0 FIRE DANGER SEASON

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

H.8.0 UNDOCUMENTED WORKERS

This contract involves the employment of unskilled labor working under arduous field conditions. Such employment may be attractive to persons coming from foreign countries, sometimes illegally. Bidders are reminded that it is a crime to bring into the United States, transport within the United States, and to harbor aliens who do not have

a proper visa for entry and working in this country (8 U.S.C. § 1323-1325). If violations are suspected by the COR during the performance of work on this (these) project(s) they will be reported to the U.S. Immigration and Naturalization Service for investigation and appropriate action. Conviction of the Contractor for commission of a criminal offense referred to herein will be deemed sufficient cause for default and the initiation of debarment or suspension proceedings to prevent the Contractor from receiving future Government contracts.

H.9.0 MIGRANT SEASONAL AGRICULTURAL WORKERS PROTECTION ACT REGISTRATION

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

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

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

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

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

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

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

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

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

H.10.0 IMPROPER DISPOSAL OF GOVERNMENT-FURNISHED MATERIAL

H.10.1 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.10.2 The Contractor will be charged for the actual costs of the improperly disposed GFM. The costs will be based on the current market value and any associated costs.

H.11.0 AVAILABILITY OF FUNDS UNDER A CONTINUING RESOLUTION

Funds are not presently available for performance under this contract beyond the date of any continuing resolution. The Government's obligation for performance of this contract beyond that date is contingent upon the availability of appropriated funds from which payment for contract purposes can be made. No legal liability on the part of the Government for any payment may arise for performance under this contract beyond that date until funds are made available to the Contracting Officer for performance and until the Contractor receives notice of availability, to be confirmed in writing by the Contracting Officer.

SECTION I - NEGOTIATED SERVICE CLAUSES
(current through Federal Acquisition Circular 2001-25)
*** Asterisked clauses are included in full text.**

52.202-1*	Definitions	(JUL 2004)
52.203-3	Gratuities	(APR 1984)
52.203-5	Covenant Against Contingent Fees	(APR 1984)
52.203-6	Restrictions on Subcontractor Sales to the Government	(JUL 1995)
52.203-7	Anti-Kickback Procedures	(JUL 1995)
52.203-8	Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity	(JAN 1997)
52.203-10	Price or Fee Adjustment for Illegal or Improper Activity	(JAN 1997)
52.203-12	Limitation on Payments to Influence Certain Federal Transactions (Applicable to contracts exceeding $100,000)	(JUN 2003)
52.204-4	Printed or Copied Double-Sided on Recycled Paper	(AUG 2000)
52.204-7*	Central Contractor Registration	(OCT 2003)
52.209-6	Protecting the Government's Interest When Subcontracting With Contractors Debarred, Suspended, or Proposed for Debarment	(JUL 1995)
52.215-2	Audit and Records - Negotiation	(JUN 1999)
52.215-8*	Order of Precedence	(OCT 1997)
52.215-10	Price Reduction for Defective Cost or Pricing Data.	(OCT 1997)
52.215-11	Price Reduction for Defective Cost or Pricing Data - Modifications	(OCT 1997)
52.215-12	Subcontractor Cost or Pricing Data	(OCT 1997)
52.215-13	Subcontractor Cost or Pricing Data - Modifications	(OCT 1997)
52.215-15	Pension Adjustments and Asset Reversions	(JAN 2004)
52.215-16	Facilities Capital Cost of Money	(OCT 1997)
52.215-18	Reversion or Adjustment of Plans for Postretirement Benefits Other Than Pensions	(OCT 1997)
52.216-18*	Ordering	(OCT 1995)
52.216-19*	Order Limitations	(OCT 1995)
52.216-22*	Indefinite Quantity	(OCT 1995)
52.219-3	Notice of Total HUBZone Set-Aside (Applicable if noted on the Schedule).	(JAN 1999)
52.219-6	Notice of Total Small Business Set-Aside (Applicable if so noted on Schedule of Items.)	(JUN 2003)
52.219-8	Utilization of Small Business Concerns	(MAY 2004)
52.219-14*	Limitations on Subcontracting (Applicable only if project is set aside for small businesses.)	(DEC 1996)
52.222-3	Convict Labor	(JUN 2003)
52.222-4	Contract Work Hours and Safety Standards Act - Overtime Compensation	(SEP 2000)
52.222-21	Prohibition of Segregated Facilities	(FEB 1999)
52.222-26	Equal Opportunity	(APR 2002)

52.222-35	Affirmative Action for Disabled Veterans and Veterans of the Vietnam Era	(DEC 2001)
52.222-36	Affirmative Action for Workers with Disabilities	(JUN 1998)
52.222-37	Employment Reports on Disabled Veterans and Veterans of the Vietnam Era	(DEC 2001)
52.222-41	Service Contract Act of 1965, as Amended	(MAY 1989)
52.222-42*	Statement of Equivalent Rates for Federal Hires	(MAY 1989)
52.222-44	Fair Labor Standards Act and Service Contract Act-Price Adjustment	(FEB 2002)
52.223-6	Drug-Free Workplace	(MAR 2001)
52.223-14	Toxic Chemical Release Reporting (Applicable if contract exceeds $100,000.)	(OCT 2003)
52.225-1	Buy American Act - Supplies	(JUN 2003)
52.225-13	Restrictions on Certain Foreign Purchases	(DEC 2003)
52.227-1	Authorization and Consent	(JUL 1995)
52.227-2	Notice and Assistance Regarding Patent and Copyright Infringement	(AUG 1996)
52.228-1*	Bid Guarantee (Applicable if guarantees required. See Schedule of Items.)	(SEP 1996)
52.228-2	Additional Bond Security (Applicable if bonds required. See Schedule of Items.)	(OCT 1997)
52.228-5	Insurance-Work on a Government Installation (Applicable if DIAR 1452.228-70 is included.)	(JAN 1997)
52.228-11*	Pledges of Assets (Applicable if bonds required. See Schedule of Items.)	(FEB 1992)
52.228-14	Irrevocable Letter of Credit (Applicable if bonds required. See Schedule of Items.)	(DEC 1999)
52.229-3	Federal, State, and Local Taxes	(APR 2003)
52.229-4	Federal, State, and Local Taxes (Noncompetitive Contract)	(APR 2003)
52.229-5	Taxes - Contracts Performed in U.S. Possessions or Puerto Rico	(APR 1984)
52.232-1*	Payments	(APR 1984)
52.232-8	Discounts for Prompt Payment	(FEB 2002)
52.232-9	Limitation on Withholding of Payments	(APR 1984)
52.232-11	Extras	(APR 1984)
52.232-17	Interest	(JUN 1996)
52.232-23	Assignment of Claims	(JAN 1986)
52.232-25*	Prompt Payment	(OCT 2003)
52.232-33*	Payment by Electronic Funds Transfer - Central Contractor Registration	(OCT 2003)
52.233-1*	Disputes -- Alternate I (DEC 1991)	(JUL 2002)
52.233-3	Protest After Award	(AUG 1996)
52.233-4	Applicable Law for Breach of Contract Claim	(OCT 2004)
52.236-6*	Superintendence by the Contractor	(APR 1984)
52.236-7*	Permits and Responsibilities	(NOV 1991)

52.242-13	Bankruptcy	(JUL 1995)
52.242-14*	Suspension of Work	(APR 1984)
52.243-1*	Changes - Fixed-Price (AUG 1987) -- Alternate I	(APR 1984)
52.244-6	Subcontracts for Commercial Items	(JUL 2004)
52.245-4	Government-Furnished Property (Short Form)	(JUN 2003)
52.246-25	Limitation of Liability - Services	(FEB 1997)
52.248-1	Value Engineering	(FEB 2000)
52.249-4*	Termination for Convenience of the Government (Services) (Short form)	(APR 1984)
52.249-8*	Default (Fixed-Price Supply and Service)	(APR 1984)
52.252-2*	Clauses Incorporated by Reference	(FEB 1998)
52.253-1	Computer Generated Forms	(JAN 1991)
1452.203-70	Restriction on Endorsements - Department of the Interior	(JUL 1996)

SECTION I - CONTRACT CLAUSES

52.202-1 DEFINITIONS (JUL 2004)

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

(1) The solicitation, or amended solicitation, provides a different definition;
(2) The contracting parties agree to a different definition;
(3) The part, subpart, or section of the FAR where the provision or clause is prescribed provides a different meaning; or
(4) The word or term is defined in FAR Part 31, for use in the cost principles or procedures.

(b) The FAR Index is a guide to words and terms the FAR defines and shows where each definition is located. The FAR Index is available via the Internet at *http://acqnet.gov* at the end of the FAR, after the FAR Appendix.

52.204-7 CENTRAL CONTRACT REGISTRATION (OCT 2003)

a) Definitions. As used in this clause-

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

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

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

"Registered in the CCR database" means that-

(1) The Contractor has entered all mandatory information, including the DUNS number or the DUNS+4 number, into the CCR database; and
(2) The Government has validated all mandatory data fields and has marked the record "Active".
(b)(1) By submission of an offer, the offeror acknowledges the requirement that a prospective awardee shall be registered in the CCR database prior to award, during performance, and through final payment of any contract, basic agreement, basic ordering agreement, or blanket purchasing agreement resulting from this solicitation.
(2) The offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation "DUNS" or "DUNS +4" followed by the DUNS or DUNS +4 number that

identifies the offeror's name and address exactly as stated in the offer. The DUNS number will be used by the Contracting Officer to verify that the offeror is registered in the CCR database.

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

(1) An offeror may obtain a DUNS number-

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

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

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

(i) Company legal business.

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

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

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

(v) Company Telephone Number.

(vi) Date the company was started.

(vii) Number of employees at your location.

(viii) Chief executive officer/key manager.

(ix) Line of business (industry).

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

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

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

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

(g)

(1)

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

(ii) If the Contractor fails to comply with the requirements of paragraph (g)(1)(i) of this clause, or fails to perform the agreement at paragraph (g)(1)(i)(C) of this clause, and, in the absence of a properly executed novation or change-of-name agreement, the CCR information that shows the

Contractor to be other than the Contractor indicated in the contract will be considered to be incorrect information within the meaning of the "Suspension of Payment" paragraph of the electronic funds transfer (EFT) clause of this contract.

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

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

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

Any inconsistency in this solicitation or contract shall be resolved by giving precedence in the following order:

(a) The Schedule (excluding the specifications).
(b) Representations and other instructions.
(c) Contract clauses.
(d) Other documents, exhibits, and attachments.
(e) The specifications.

52.216-18 ORDERING (OCT 1995)

(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued from the date of contract award through September 30, 2007**.**

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

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

52.216-19 ORDER LIMITATIONS (OCT 1995)

(a) Minimum order. When the Government requires supplies or services covered by this contract in an amount of less than $20,000, the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.

(b) Maximum order. The Contractor is not obligated to honor-

(1) Any order for single item in excess of $25,000.

(2) Any order for a combination of items in excess of $25,000.

(3) A series of orders from the same ordering office within 30 days that together call for quantities exceeding $50,000.

(c) If this is a requirements contract (i.e., includes the Requirements clause at subsection 52.216-21 of the Federal Acquisition Regulation (FAR)), the Government is not required to order a part of any one requirement from the Contractor if that requirement exceeds the maximum-order limitations in paragraph (b) of this section.

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

52.216-22 INDEFINITE QUANTITY (OCT 1995)

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

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

(c) Except for any limitations on quantities in the Delivery-Order Limitations clause or in the Schedule, there is no limit on the number of orders that may be issued. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.

(d) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor’s and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; provided, that the Contractor shall not be required to make any deliveries under this contract after June 30, 2007.

52.219-14 LIMITATIONS ON SUBCONTRACTING (DEC 1996)

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(1) Pledge of assets; and

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

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

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

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

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

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

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

52.232-1 PAYMENTS (APR 1984)

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

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

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

52.232-25 PROMPT PAYMENT (Asterisks indicate omitted material.) (OCT 2003)

Notwithstanding any other payment clause in this contract, the Government will make invoice payments under the terms and conditions specified in this clause. The Government considers payment as being made on the day a check is dated or the date of an electronic funds transfer

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

(a) *Invoice payments*-

(1) *Due date*.

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

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

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

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

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

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

(i) Name and address of the Contractor.

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

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

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

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

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

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

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

(ix) Electronic funds transfer (EFT) banking information.

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

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

(C) EFT banking information is not required if the Government waived the requirement to pay by EFT.

(x) Any other information or documentation required by the contract (*e.g.*, evidence of shipment).

(4) *Interest penalty*. The designated payment office will pay an interest penalty automatically, without request from the Contractor, if payment is not made by the due date and the conditions listed in paragraphs (a)(4)(i) through (a)(4)(iii) of this clause are met, if applicable. However, when the due date falls on a Saturday, Sunday, or legal holiday, the designated payment office may make payment on the following working day without incurring a late payment interest penalty.

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

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

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

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

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

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

(6) *Discounts for prompt payment*. The designated payment office will pay an interest penalty automatically, without request from the Contractor, if the Government takes a discount for prompt

payment improperly. The Government will calculate the interest penalty in accordance with the prompt payment regulations at 5 CFR part 1315.

(7) *Additional interest penalty*.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(a) *Method of payment*.

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

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

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

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

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

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

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

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

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

(i) Making a correct payment;

(ii) Paying any prompt payment penalty due; and

(iii) Recovering any erroneously directed funds.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

52.236-6 SUPERINTENDENCE BY THE CONTRACTOR (APR 1984)

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

52.236-7 PERMITS AND RESPONSIBILITIES (APR 1984)

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

52.242-14 SUSPENSION OF WORK (APR 1984)

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

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

SECTION J - LIST OF ATTACHMENTS

Description	No. of Pages
Wage Determination	9
Classification And Wages Of Government Employees	1
Vicinity Map (See Separate Attachment)	1
Sample Project Area Maps (See Separate Attachment)	6
Sample Task Order	1
Survey Forms	4
Medford District Special Status Nonvascular Species List	1
Sample Species List	1
BLM Fire Requirements	2

SECTION J

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

CLASSIFICATION AND WAGES OF GOVERNMENT EMPLOYEES

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

Labor Classification	Basic Rate	Fringe Benefits
Biological Technician, GS-5	$12.79	Life and Health
Biological Technician, GS-6	$14.26	Insurance partly paid
Biological Technician, GS-7	$15.85	by the Gov't
		- Retirement
		- Annual/Sick Leave

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

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

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

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

William W. Gross
Director

Division of Wage
Determinations

Wage Determination No: 1977-0079
Revision No: 31
Date Of Revision: 07/26/2004

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 13.22
08040 - Choker Setter 13.32
08070 - Faller/Bucker 24.09
08100 - Fire Lookout 12.78
08130 - Forestry Equipment Operator 15.45
08160 - Forestry/Logging Heavy Equipment Operator 15.45
08190 - Forestry Technician 17.04
08190 - Forestry Truckdriver 13.53
08250 - General Forestry Laborer 10.65
08280 - Nursery Specialist 17.71
08310 - Slash Piler/Burner 8.51
08340 - Tree Climber 8.51
08370 - Tree Planter 11.98
08400 - Tree Planter, Mechanical 11.98

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

HOLIDAYS: A minimum of ten paid holidays per year: New Year's Day, Martin Luther
King Jr.'s Birthday, Washington's Birthday, Memorial Day, Independence Day,

Labor Day, Columbus Day, Veterans' Day, Thanksgiving Day, and Christmas Day. (A
contractor may substitute for any of the named holidays another day off with pay
in accordance with a plan communicated to the employees involved.) (See 29 CFR 4.174)

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

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

Source of Occupational Title and Descriptions:
The duties of employees under job titles listed are those described in the "Service Contract Act Directory of Occupations," Fourth Edition, January 1993, as amended by the Third Supplement, dated March 1997, unless otherwise

indicated. This publication may be obtained from the Superintendent of Documents, at 202-783-3238, or by writing to the Superintendent of Documents, U.S. Government Printing Office, Washington, D.C. 20402. Copies of specific job descriptions may also be obtained from the appropriate contracting officer.
REQUEST FOR AUTHORIZATION OF ADDITIONAL CLASSIFICATION AND WAGE RATE {Standard Form 1444 (SF 1444)}

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

The process for preparing a conformance request is as follows:
1) When preparing the bid, the contractor identifies the need for a conformed occupation(s) and computes a proposed rate(s).
2) After contract award, the contractor prepares a written report listing in order proposed classification title(s), a Federal grade equivalency (FGE) for each proposed classification(s), job description(s), and rationale for proposed wage rate(s), including information regarding the agreement or disagreement of the authorized representative of the employees involved, or where there is no authorized representative, the employees themselves. This report should be submitted to the contracting officer no later than 30 days after such unlisted class(es) of employees performs any contract work.
3) The contracting officer reviews the proposed action and promptly submits a report of the action, together with the agency's recommendations and pertinent information including the position of the contractor and the employees, to the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, for review. (See section 4.6(b)(2) of Regulations 29 CFR Part 4).
4) Within 30 days of receipt, the Wage and Hour Division approves, modifies, or disapproves the action via transmittal to the agency contracting officer, or notifies the contracting officer that additional time will be required to process the request.
5) The contracting officer transmits the Wage and Hour decision to the contractor.
6) The contractor informs the affected employees.
Information required by the Regulations must be submitted on SF 1444 or bond paper.
When preparing a conformance request, the "Service Contract Act Directory of Occupations" (the Directory) should be used to compare job definitions to insure

that duties requested are not performed by a classification already listed in the wage determination. Remember, it is not the job title, but the required tasks that determine whether a class is included in an established wage determination. Conformances may not be used to artificially split, combine, or subdivide classifications listed in the wage determination.

SAMPLE TASK ORDER

To: Contractor's Name
Address

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

Contract No:
Item Number(s):

Requesting Office: Medford District
Task Order No:
Task Order Date: Oct 1, 2004

ITEM NO.	UNIT	QTY	UNIT	UNIT PRICE/AC	TOTAL AMOUNT
1 Vascular Plant Surveys					
1A	**Slim/Skull Timber Sale Units**	**2,180**	**AC**	**0.00**	**0.00**
1B	**GC/Wolf Fuels Units**	**4,230**	**AC**	**0.00**	**0.00**
1C	**Silviculture Units**	**1,210**	**AC**	**0.00**	**0.00**

Item 1A: PERFORMANCE TIME: 20 Calendar Days
ESTIMATED START WORK DATE: Oct 1, 2004

Item 1B: PERFORMANCE TIME: 60 Calendar Days
ESTIMATED START WORK DATE: Oct 1, 2004

Unit maps will be provided at the prework meeting.

Reports:
Performance Time: 60 Calendar Days from the end of the performance time allowed for completion of all documentation.

Accounting and Appropriation Data:

****

Name of Ordering Officer

Ordering Officer's Signature Date

BUREAU OF LAND MANAGEMENT - MEDFORD DISTRICT
SPECIAL STATUS PLANT SITE FORM
FOR OFFICE USE ONLY

MicroSTORMS*#	SITE#/LOC_ID:	#/ID on original? **Y**	ONHP Copies? **Y**
DATE ENTERED/INITIALS	BSS (ACCESS/ARC EDIT) : ___-___-___/____	S & M (ORACLE/ARCVIEW) : ___-___-___/____	

GENERAL INFORMATION

Scientific name : Subpop. # :		Reporter's name :
Family name :		Address :
NRCS Code :	Status : BSO BAO BTO BWO S/M ___	
Date of Sighting (M/D/YY) :	New Site? 9 Y 9 N	
Project name :		Phone :

Photographs taken : G specimen G habitat

Photo id:_____

_____

_____

Were specimens collected? G YES G NO Collection #_____

Repository :_____Verified by:_____

How was species identified?_____

LOCATION DATA

Legal Description : T S ; R E W ; Sec ; 3 of the 3

County name: | Aerial Photo- Year : # :

UTM (X):_____ UTM (Y):_____Accuracy (in ft.):_____ | 72 > Quad map name :

Driving directions to site :

Property owned by (check one) : G BLM G USFS G other federal G State G County G Private

BLM Resource Area (check one) : G Ashland (OR116) G Butte Falls (OR115) G Glendale (OR118) G Grants Pass (OR117)

BLM Land Status (If BLM land, check one) : G O&C G PD G OTHER

Land Allocation: G LSR G MLSA G Matrix G AMA G ACEC G RNA G BSIA G RR G Wilderness G Other:_____

Physiographic region (check one) : 9 Oregon Coast Range (OCR) 9 Western Oregon Interior Valleys (WOIV) 9 Siskiyou Mountains (SISK) 9 Western Slopes, Oregon Cascades (WSOC)

HABITAT DATA

Light :	Moisture regime:	Elevation range (if applicable) :	Parent material:	General soil type (check one) :
G open G filtered G shaded	G standing water G wet G moist G dry	to_____ ft. Slope (%)_____ Aspect : _____ Cover (%)_____{avg of 4 cardinal directions}	G basalt G metamorphic G serpentine other:_____	G rock outcrop G sand G cobble G clay G gravel G organic duff G loam other:_____

Landform (check one) :	Macrotopography (check one):	Microtopography (check one) :
G bench G hills G ridge G drainage G hill slope G valley G draw G plateau other:_____	G crest G upper slope G mid-slope G bottom G lower slope G plain	G concave G convex G planar G undulating

Plant association(s) : _____ Soil name : _____

Habitat description (stand structure, successional stage, composition):

ADDITIONAL NON-VASCULAR HABITAT DATA

Substrate: *Mineral soil:* gravel sand loam silt clay Other:_____
Organic: litter and duff humus moss Other:_____
Rock: granitic metamorphic volcanic serpentine Other:_____
Tree or shrub: Species:_____
Location: base trunk branch root stump snag bark wood recently fallen log
rotten log (decay class if known _____) tree root-wad litterfall

POPULATION DATA

Phenology :	Age classes :	Number of plants _____	Area occupied {in square meters or hectares (1 ha=2.5 acres)}:	Population vigor :
G vegetative G bud G flower G fruit G dormant G w/ sporophyte G w/o sporophyte	_____%seedlings _____%immature _____%resprout _____%mature _____%senescent _____%unknown	G exact # G estimated# What was counted? G genets G ramets G N/A (nonvasc) G unknown	_____ G m G ha Population boundary: G increasing G static G decreasing G indeterminable	G excellent G good G fair G poor

Current condition of local landscape, biotic, and abiotic processes:

Threats to population and immediate habitat. Include level and imminency of threat if known.

Other comments:

ASSOCIATED SPECIES

Trees (Scientific name)	Code		Herbs/Forbs(Scientific name)	Code	
Shrubs (Scientific name)					

BUREAU OF LAND MANAGEMENT
SPECIAL STATUS PLANT SURVEY REPORT

ISMS# _____

____Vascular Plants ____Lichens/Bryophytes ____Fall Fungi ____Spring Fungi

The following project has been surveyed for Special Status Plants : Aerial Photo : Yr _____#
_____

Unit/Project Name	TWP	RGE	SEC	OI	KEY#	ACRES

Type of treatment :
☐ Timber sale ☐ Site prep ☐ Maintenance ☐ PCT ☐ Watershed ☐ _____

RESULTS :
☐ To the best of my knowledge and belief, no special plant species were found within the project area.

☐ Special status plant species found within the project area (list):_____

_____

_____

☐ Noxious Weeds found: _____

Signature : Date :

Date: _____ Date: _____

By: _____ By: _____

Date: _____ Date: _____

By: _____ By: _____

Previous surveys were done in this section with the following results:

Date of Survey	Name of Surveyor	Species Found

BACKGROUND INFORMATION :

Elevation range:_____

Soil type:_____

Plant Community:_____

Overstory:_____

Understory:_____

Shrub Layer:_____

Dom. Forbs:_____

Plant Association:_____

Special habitat(s):_____

SPECIAL STATUS PLANTS POTENTIALLY IN THE AREA:

DESCRIPTION OF THE SEARCH:

Hours spent in search:_____

Method of search: _____

Description of area searched: _____

_____

_____

_____

_____

Access Notes: _____

Section J – Medford District Special Status Nonvascular Species List

MEDFORD DISTRICT BLM
2004 SPECIAL STATUS NON-VASCULAR SPECIES

CODE	SCIENTIFIC NAME	LIFEFORM	STATUS	KNOWN/ SUSPECTED
BRSU6	*Bryoria subcana*	Lichen	BAO	K
BUOI	*Buellia oidalea*	Lichen	BTO	K
CHFE7	*Chaenotheca ferruginea*	Lichen	BTO	K
LEPR9	*Lecanora pringlei*	Lichen	BTO	K
LECY	*Leptogium cyanescens*	Lichen	BTO	K
LEHI60	*Leptogium hirsutum (=L. burnetiae var. hirsutum)*	Lichen	BTO	
LERI2	*Leptogium rivale*	Lichen	BTO	K
LETE13	*Leptogium teretiusculum*	Lichen	BTO	K
LOLI60	*Lobaria linita*	Lichen	BAO	S
NECO3	*Nephroma occultum*	Lichen	BTO	S
PAQU4	*Parmelina quercina*	Lichen	BTO	S
PLLA6	*Platismatia lacunosa*	Lichen	BTO	K
SUBA	*Sulcaria badia*	Lichen	BAO	K
USHE	*Usnea hesperina*	Lichen	BTO	S
USLO50	*Usnea longissima*	Lichen	BTO	S
POBO9	*Porella bolanderi*	Liverwort	BAO	K
ANFI60	*Anomobryum filiforme*	Moss	BTO	S
BRCA20	*Bryum calobryoides*	Moss	BAO	K
CRLA10	*Crumia latifolia*	Moss	BAO	K
EPCR	*Ephemerum crassinervum*	Moss	BTO	K
EUVE	*Eucladium verticillatum*	Moss	BAO	K
FAPU	*Fabronia pusilla*	Moss	BTO	K
FIGR	*Fissidens grandifrons*	Moss	BTO	K
FIPA60	*Fissidens pauperculus*	Moss	BTO	K
FUMU	*Funaria muhlenbergii*	Moss	BAO	K
GRAN3	*Grimmia anomala*	Moss	BTO	S
HECI	*Hedwigia ciliata*	Moss	MW	K
HEDE	*Hedwigia detonsa*	Moss	BTO	K
HEST60	*Hedwigia stellata*	Moss	BTO	K
MEUL70	*Meesia uliginosa*	Moss	BAO	K
PSSE2	*Pseudoleskeela serpentinense*	Moss	BAO	K
RADE6	*Racomitrium depressum*	Moss	BAO	K
SCMA60	*Scouleria marginata*	Moss	BTO	K
TASE3	*Tayloria serrata*	Moss	BAO	K
TOMU60	*Tortula mucronifolia*	Moss	BTO	K
TRLE6	*Tripterocladium leucocladulum*	Moss	BAO	K

Section J – Sample Species List

Sample Species List

XXXXX TS, T3xS-xW-x Unit 1-10

CODE	SCIENTIFIC NAME	HABITAT	LIFEFORM	STATUS
ANCA37	*Antitrichia californica*	hardwood, rocks	Moss	
ATSE3	*Atrichum selwynii*	mineral soil	Moss	
BUPI	*Buxbaumia piperi*	rotten logs	Moss	
DIFU5	*Dicranum fuscescens*	conifer wood	Moss	
FIGR	*Fissidens grandifrons*	riparian rock	Moss	BTO
HYCI70	*Hypnum circinale*	conifer wood	Moss	
HYSU70	*Hypnum subimponens*	conifer wood	Moss	
ISMY2	*Isothecium myosuroides*	conifer wood	Moss	
MEME8	*Metaneckera menziesii*	epiphytic	Moss	
NEDO70	*Neckra douglasii*	epiphytic	Moss	
POCO38	*Polytrichum commune*	mineral soil	Moss	
POJU70	*Polytrichum juniperinum*	mineral soil	Moss	
RACOM	*Racomitrium sp.*	rock	Moss	
RHTR70	*Rhytidiadelphus triquetrus*	terrestrial	Moss	
SCOB5	*Scleropodium obtusifolium*	riparian	Moss	
FRULL	*Frullania sp.*	hardwoods	Liverwort	
PONA7	*Porella navicularis*	hardwoods	Liverwort	
POCO	*Porella cordeana*	hardwoods	Liverwort	
RABO5	*Radula bolanderi*	hardwoods	Liverwort	
SCBO4	*Scapania bolanderi*	logs	Liverwort	
ALSA9	*Alectoria sarmentosa*	epiphytic	Lichen	
EVPR2	*Evernia prunastri*	epiphytic	Lichen	
HYEN60	*Hypogymnia enteromorpha*	conifer	Lichen	
HYIM60	*Hypogymnia imshaugii*	conifer	Lichen	
LOOR60	*Lobaria oregana*	hardwoods	Lichen	
LOPU60	*Lobaria pulmonaria*	hardwoods	Lichen	
PEAP60	*Peltigera apthosa*	forest floor	Lichen	
PEME60	*Peltigera membranacea*	forest floor	Lichen	
PLGL60	*Platismatia glauca*	conifers	Lichen	
PLHE60	*Platismatia herrei*	conifers	Lichen	
PLST6	*Platismatia stenophylla*	conifers	Lichen	
PASA60	*Parmelia saxatilis*	rock	Lichen	
PSAN60	*Pseudocyphellaria anomala*	hardwoods	Lichen	
PSAN61	*Pseudocyphellaria anthraspis*	hardwoods	Lichen	
RAFA60	*Ramalina farinacea*	epiphytic	Lichen	
USFI61	*Usnea filipendula*	epiphytic	Lichen	

SECTION J - BLM FIRE PROTECTION REQUIREMENTS

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

1. CLOSED FIRE SEASON

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

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

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

2. FIRE PRECAUTION LEVELS

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

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

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

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

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

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

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

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

3. FIRE TOOLS REQUIRED DURING CLOSED FIRE SEASON

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

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

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

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

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

SECTION K - REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF OFFERORS

52.203-2 CERTIFICATE OF INDEPENDENT PRICE DETERMINATION (APR 1985)

(a) The offeror certifies that -

(1) The prices in this offer have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other offeror or competitor relating to (i) those prices, (ii) the intention to submit an offer, or (iii) the methods or factors used to calculate the prices offered;

(2) The prices in this offer have not been and will not be knowingly disclosed by the offeror, directly or indirectly, to any other offeror or competitor before bid opening (in the case of a sealed bid solicitation) or contract award (in the case of a negotiated solicitation) unless otherwise required by law; and

(3) No attempt has been made or will be made by the offeror to induce any other concern to submit or not to submit an offer for the purpose of restricting competition.

(b) Each signature on the offer is considered to be a certification by the signatory that the signatory -

(1) Is the person in the offeror's organization responsible for determining the prices being offered in this bid or proposal, and that the signatory has not participated and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above; or

(2) (i) Has been authorized, in writing, to act as agent for the following principals in certifying that those principals have not participated, and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above _____ (insert full name of person(s) in the offeror's organization responsible for determining the prices offered in this bid or proposal, and the title of his or her position in the offeror's organization);

(ii) As an authorized agent, does certify that the principals named in subdivision (b)(2)(i) above have not participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) above; and

(iii) As an agent, has not personally participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) above.

(c) If the offeror deletes or modifies subparagraph (a)(2) above, the offeror must furnish with its offer a signed statement setting forth in detail the circumstances of the disclosure.

52.203-11 CERTIFICATION AND DISCLOSURE REGARDING REGARDING PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS (Applicable to offers over $100,000) (APR 1991)

52.204-3 TAXPAYER IDENTIFICATION (OCT 1998)

(a) Definitions.

"Common parent," as used in this provision, means that corporate entity that owns or controls an affiliated group of corporations that files its Federal income tax returns on a consolidated basis, and of which the offeror is a member.

"Taxpayer Identification Number (TIN)," as used in this provision, means the number required by the Internal Revenue Service (IRS) to be used by the offeror in reporting income tax and other returns. The TIN may either be a Social Security Number or an Employer Identification Number.

(b) All offerors must submit the information required in paragraphs (d) through (f) of this provision to comply with debt collection requirements of reporting requirements 31 U.S.C. 7701(c) and 3325(d), reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M, and implementing regulations issued by the IRS. If the resulting contract is subject to the reporting requirements described in Federal Acquisition Regulation (FAR) 4.904, the failure or refusal by the offeror to furnish the information may result in a 31 percent reduction of payments otherwise due under the contract.

(c) The TIN may be used by the Government to collect and report on any delinquent amounts arising out of the offeror's relationship with the Government (31 U.S.C. 7701(c)(3)). If the resulting contract is subject to the payment reporting requirements described in FAR 4.904, the TIN provided hereunder may be matched with IRS records to verify the accuracy of the offeror's TIN.

(d) Taxpayer Identification Number (TIN).
_____ TIN: _____.
_____ TIN has been applied for.
_____ TIN is not required because:
_____ Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the United States and does not have an office or place of business or a fiscal paying agent in the United States;
_____ Offeror is an agency or instrumentality of a foreign government;
_____ Offeror is an agency or instrumentality of the Federal Government;

(e) Type of organization.
_____ Sole proprietorship;
_____ Partnership;
_____ Corporate entity (not tax exempt);
_____ Corporate entity (tax exempt);
_____ Government entity (Federal, State, or local);
_____ Foreign government;
_____ International organization per 26 CFR 1.6049-4;
_____ Other _____

(f) Common Parent.
_____ Offeror is not owned or controlled by a common parent as defined in paragraph (a) of this provision.
_____ Name and TIN of common parent:
Name _____

TIN _____

52.209-5 CERTIFICATION REGARDING DEBARMENT, SUSPENSION, PROPOSED DEBARMENT, AND OTHER RESPONSIBILITY MATTERS (DEC 2001)

(a)(1) The Offeror certifies, to the best of its knowledge and belief, that-

(i) The Offeror and/or any of its Principals-

(A) Are _____ are not _____ presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;

(B) Have _____ have not _____, within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, state, or local) contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and

(C) Are _____ are not _____ presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in subdivision (a)(1)(i)(B) of this provision.

(ii) The Offeror has _____ has not _____, within a three year period preceding this offer, had one or more contracts terminated for default by any Federal agency.

(2) “Principals,” for the purposes of this certification, means officers; directors; owners; partners; and, persons having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a subsidiary, division, or business segment, and similar positions).

This certification concerns a matter within the jurisdiction of an agency of the United States and the making of a false, fictitious, or fraudulent certification may render the maker subject to prosecution under section 1001, title 18, United States Code.

(b) The Offeror shall provide immediate written notice to the Contracting Officer if, at any time prior to contract award, the Offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

(c) A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under this solicitation. However, the certification will be considered in connection with a determination of the Offeror's responsibility. Failure of the Offeror to furnish a certification or provide such additional information as requested by the Contracting Officer may render the Offeror nonresponsible.

(d) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of an Offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

(e) The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Offeror knowingly rendered an erroneous certification, in addition to other remedies available to the Government, the Contracting Officer may terminate the contract resulting from this solicitation for default.

52.215-6 PLACE OF PERFORMANCE (OCT 1997)

(a) The offeror or respondent, in the performance of any contract resulting from this solicitation, _____ intends, _____ does not intend (check applicable block) to use one or more plants or facilities located at a different address from the address of the offeror or respondent as indicated in this proposal or response to request for information.

(b) If the offeror or respondent checks "intends" in paragraph (a) of this provision, it shall insert in the following spaces the required information:

Place of performance (street address, city, state, county, zip code)	Name and address of owner and operator of the plant or facility if other than offeror or respondent
_____	_____
_____	_____
_____	_____

52.219-1 SMALL BUSINESS PROGRAM REPRESENTATIONS (MAY 2004)

(a)(1) The North American Industry Classification System (NAICS) code for this acquisition is 541690.

(2) The small business size standard is based on the average annual receipts for the preceding 3 fiscal years not exceeding $6.0 million.

(3) The small business size standard for a concern which submits an offer in its own name, other than on a construction or service contract, but which proposes to furnish a product which it did not itself manufacture, is 500 employees.

(b) “Representations”. (1) The offeror represents as part of its offer that it _____ is, _____ is not a small business concern.

(2) (*Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision*.) The offeror represents, for general statistical purposes, that it _____ is, _____ is not, a small disadvantaged business concern as defined in 13 CFR 124.1002..

(3) (*Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision*.) The offeror represents as part of its offer that it _____ is, _____ is not a women-owned small business concern.

(4) (*Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision*.) The offeror represents as part of its offer that it _____ is, _____ is not a veteran-owned small business concern.

(5) (*Complete only if the offeror represented itself as a veteran-owned small business concern in paragraph (b)(4) of this provision*.) The offeror represents as part of its offer that it _____ is, _____ is not a service-disabled veteran-owned small business concern.

(6) (*Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision*.) The offeror represents as part of its offer that it _____ is, _____ is not a women-owned small business concern. that--

(i) It _____ is, _____ is not a HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration, and no material change in ownership and control, principal office of ownership, or HUBZone employee percentage has occurred since it was certified by the Small Business Administration in accordance with 13 CFR Part 126; and

(ii) It _____ is, _____ is not a joint venture that complies with the requirements of 13 CFR Part 126, and the representation in paragraph (b)(4)(i) of this provision is accurate for the HUBZone small business concern or concerns that are participating in the joint venture. [*The offeror shall enter the name or names of the HUBZone small business concern or concerns that are participating in the joint venture*: _____.] Each HUBZone small business concern participating in the joint venture shall submit a separate signed copy of the HUBZone representation.

(c) "Definitions". As used in this provision –

"Service-disabled veteran-owned small business concern" –

(1) Means a small business concern --

(i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and

(ii) The management and daily business operations of which are controlled by one or more service-disabled veterans, or in the case of a service-disabled veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.

(2) Service-disabled veteran means a veteran, as defined in 38 U.S.C. 101(2)), with a disability that is service-connected, as defined in 38 U.S.C. 101(16).

"Small business concern," as used in this provision, means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR Part 121 and the size standard in paragraph (a) of this provision.

"Veteran-owned small business concern," means a small business concern --

(1) Not less than 51 percent of which is owned by one or more veterans (as defined at 38 U.S.C. 101(2)) or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; and

(2) The management and daily business operations of which are controlled by one or more veterans.

"Women-owned small business concern," as used in this provision, means a small business concern --

(1) That is at least 51 percent owned by one or more women; or in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and

(2) Whose management and daily business operations are controlled by one or more women.

(d) "Notice." (1) If this solicitation is for supplies and has been set aside, in whole or in part, for small business concerns, then the clause in this solicitation providing notice of the set-aside contains restrictions on the source of the end items to be furnished.

(2) Under 15 U.S.C. 645(d), any person who misrepresents a firm's status as a small business concern in order to obtain a contract to be awarded under the preference programs established pursuant to sections 8(a), 8(d), 9, or 15 of the Small Business Act or any other provision of Federal law that specifically references section 8(d) for a definition of program eligibility, shall--

(i) Be punished by imposition of fine, imprisonment, or both;
(ii) Be subject to administrative remedies, including suspension and debarment; and
(iii) Be ineligible for participation in programs conducted under the authority of the Act.

52.222-22 PREVIOUS CONTRACTS AND COMPLIANCE REPORTS (FEB 1999)

The offeror represents that -

(a) It _____ has, _____ has not participated in a previous contract or subcontract subject the Equal Opportunity clause of this solicitation;

(b) It _____ has, _____ has not, filed all required compliance reports; and

(c) Representations indicating submission of required compliance reports, signed by proposed subcontractors, will be obtained before subcontract awards.

52.222-25 AFFIRMATIVE ACTION COMPLIANCE (FEB 1999)

The offeror represents that --
(a) It _____ has developed and has on file, _____ has not developed and does not have on file, at each establishment, affirmative action programs required by the rules and regulations of the Secretary of Labor (41 CFR 60-1 and 60-2); or

(b) It _____ has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.

52.222-38 COMPLIANCE WITH VETERANS' EMPLOYMENT REPORTING REQUIREMENTS (DEC 2001)

52.223-13 CERTIFICATION OF TOXIC CHEMICAL RELEASE REPORTING (AUG 2003)

(a) Executive Order 13148, of April 21, 2000, Greening the Government through Leadership in Environmental Management, requires submission of this certification as a prerequisite for contract award.
(b) By signing this offer, the offeror certifies that-
(1) As the owner or operator of facilities that will be used in the performance of this contract that are subject to the filing and reporting requirements described in section 313 of the Emergency Planning and Community Right-to-Know Act of 1986 (EPCRA) (42 U.S.C. 11023) and section 6607 of the Pollution Prevention Act of 1990 (PPA) (42 U.S.C. 13106), the offeror will file and continue to file for such facilities for the life of the contract the Toxic Chemical Release Inventory Form (Form R) as described in sections 313(a) and (g) of EPCRA and section 6607 of PPA; or

(2) None of its owned or operated facilities to be used in the performance of this contract is subject to the Form R filing and reporting requirements because each such facility is exempt for at least one of the following reasons: [*Check each block that is applicable*.]

[ ] (i) The facility does not manufacture, process, or otherwise use any toxic chemicals listed in 40 CFR 372.65;

[ ] (ii) The facility does not have 10 or more full-time employees as specified in section 313(b)(1)(A) of EPCRA, 42 U.S.C. 11023(b)(1)(A);

[ ] (iii) The facility does not meet the reporting thresholds of toxic chemicals established under section 313(f) of EPCRA, 42 U.S.C. 11023(f) (including the alternate thresholds at 40 CFR 372.27, provided an appropriate certification form has been filed with EPA);

[ ] (iv) The facility does not fall within the following Standard Industrial Classification (SIC) codes or their corresponding North American Industry Classification System sectors:

(A) Major group code 10 (except 1011, 1081, and 1094.

(B) Major group code 12 (except 1241).

(C) Major group codes 20 through 39.

(D) Industry code 4911, 4931, or 4939 (limited to facilities that combust coal and/or oil for the purpose of generating power for distribution in commerce).

(E) Industry code 4953 (limited to facilities regulated under the Resource Conservation and Recovery Act, Subtitle C (42 U.S.C. 6921, *et seq*.), or 5169, or 5171, or 7389 (limited to facilities primarily engaged in solvent recovery services on a contract or fee basis); or

[ ] (v) The facility is not located in the United States or its outlying areas.

52.225-2 BUY AMERICAN ACT CERTIFICATE (FEB 2000)

(a) The offeror certifies that each end product, except those listed in paragraph (b) of this provision, is a domestic end product and that the offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States. The offeror shall list as foreign end products those end products manufactured in the United States that do not qualify as domestic end products. The terms “component,” “domestic end product,” “end product,” “foreign end product,” and “United States” are defined in the clause of this solicitation entitled “Buy American Act – Supplies.”

(b) Foreign End Products:

Line Item No.	Country of Origin
_____	_____
_____	_____
_____	_____

(*List as necessary*)

(c) The Government will evaluate offers in accordance with the policies and procedures of Part 25 of the Federal Acquisition Regulation.

K.1.0 SIGNATURE EXTENSION

If bidder/offeror is a partnership and/or a joint venture, all persons involved in it are required to sign as contractors. Signatures shall be provided below:

By _____
Title _____
Address _____
_____

By _____
Title _____
Address _____
_____

K.2.0 MIGRANT SEASONAL AGRICULTURAL WORKERS PROTECTION REGISTRATION

If applicable, a valid U.S. Department of Labor Registration number must be supplied within five (5) days after date of award. Failure to provide such number is grounds for contract termination.

Application for numbers should be made on Form WH-510, Application for a Farm Labor Contractor Certificate of Registration, which should be available at your State Employment Service Offices or your nearest U.S. Department of Labor Office. Further information may be obtained from:

U.S. Department of Labor
Wage and Hour Division
71 Stevenson Street, Suite 930
San Francisco, CA 94105

Telephone: (415) 975-4550/4561

Registration Number: _____
(Migrant Seasonal Agricultural Workers Protection Act)

SECTION L - INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS

52.204-6 DATA UNIVERSAL NUMBERING SYSTEM (DUNS) NUMBER (OCT 2003)

(a) 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 number or "DUNS+4" that identifies the offeror's name and address exactly as stated in the offer. The DUNS number is a nine-digit number assigned by Dun and Bradstreet, Inc. The DUNS+4 is the DUNS number plus a 4-character suffix that may be assigned at the discretion of the offeror to establish additional CCR records for identifying alternative Electronic Funds Transfer (EFT) accounts (see Subpart 32.11) for the same parent concern.

(b) 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 name.

(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).

52.215-1 INSTRUCTIONS TO OFFERORS-COMPETITIVE ACQUISITION (MAY 2001)

(a) *Definitions*. As used in this provision--

“Discussions” are negotiations that occur after establishment of the competitive range that may, at the Contracting Officer's discretion, result in the offeror being allowed to revise its proposal.

“In writing,” “writing,” or “written” means any worded or numbered expression that can be read, reproduced, and later communicated, and includes electronically transmitted and stored information.

“Proposal modification” is a change made to a proposal before the solicitation's closing date and time, or made in response to an amendment, or made to correct a mistake at any time before award.

“Proposal revision” is a change to a proposal made after the solicitation closing date, at the request of or as allowed by a Contracting Officer as the result of negotiations.

“Time,” if stated as a number of days, is calculated using calendar days, unless otherwise specified, and will include Saturdays, Sundays, and legal holidays. However, if the last day falls on a Saturday, Sunday, or legal holiday, then the period shall include the next working day.

(b) *Amendments to solicitations*. If this solicitation is amended, all terms and conditions that are not amended remain unchanged. Offerors shall acknowledge receipt of any amendment to this solicitation by the date and time specified in the amendment(s).

(c) *Submission, modification, revision, and withdrawal of proposals*. (1) Unless other methods (e.g., electronic commerce or facsimile) are permitted in the solicitation, proposals and modifications to proposals shall be submitted in paper media in sealed envelopes or packages (i) addressed to the office specified in the solicitation, and (ii) showing the time and date specified for receipt, the solicitation number, and the name and address of the offeror. Offerors using commercial carriers should ensure that the proposal is marked on the outermost wrapper with the
information in paragraphs (c)(1)(i) and (c)(1)(ii) of this provision.

(2) The first page of the proposal must show--

(i) The solicitation number;

(ii) The name, address, and telephone and facsimile numbers of the offeror (and electronic address if available);

(iii) A statement specifying the extent of agreement with all terms, conditions, and provisions included in the solicitation and agreement to furnish any or all items upon which prices are offered at the price set opposite each item;

(iv) Names, titles, and telephone and facsimile numbers (and electronic addresses if available) of persons authorized to negotiate on the offeror's behalf with the Government in connection with this solicitation; and

(v) Name, title, and signature of person authorized to sign the proposal. Proposals signed by an agent shall be accompanied by evidence of that agent's authority, unless that evidence has been previously furnished to the issuing office.

(3) *Submission, modification, revision, and withdrawal of proposals*.

(i) Offerors are responsible for submitting proposals, and any modifications or revisions, so as to reach the Government office designated in the solicitation by the time specified in the solicitation. If no time is specified in the solicitation, the time for receipt is 4:30 p.m., local time, for the designated Government office on the date that proposal or revision is due.

(ii)(A) Any proposal, modification or revision received at the Government office designated in the solicitation after the exact time specified for receipt of offers is “late” and will not be considered unless it is received before award is made, the Contracting Officer determines that accepting the late offer would not unduly delay the acquisition; and--

(1) If it was transmitted through an electronic commerce method authorized by the solicitation, it was received at the initial point of entry to the Government infrastructure not later than 5:00 p.m. one working day prior to the date specified for receipt of proposals; or

(2) There is acceptable evidence to establish that it was received at the Government installation designated for receipt of offers and was under the Government's control prior to the time set for receipt of offers; or

(3) It is the only proposal received.

(B) However, a late modification of an otherwise successful proposal that makes its terms more favorable to the Government, will be considered at any time it is received and may be accepted.

(iii) Acceptable evidence to establish the time of receipt at the Government installation includes the time/date stamp of that installation on the proposal wrapper, other documentary

evidence of receipt maintained by the installation, or oral testimony or statements of Government personnel.

(iv) If an emergency or unanticipated event interrupts normal Government processes so that proposals cannot be received at the office designated for receipt of proposals by the exact time specified in the solicitation, and urgent Government requirements preclude amendment of the solicitation, the time specified for receipt of proposals will be deemed to be extended to the same time of day specified in the solicitation on the first work day on which normal Government processes resume.

(v) Proposals may be withdrawn by written notice received at any time before award. Oral proposals in response to oral solicitations may be withdrawn orally. If the solicitation authorizes facsimile proposals, proposals may be withdrawn via facsimile received at any time before award, subject to the conditions specified in the provision at 52.215-5, Facsimile Proposals. Proposals may be withdrawn in person by an offeror or an authorized representative, if the identity of the person requesting withdrawal is established and the person signs a receipt for the proposal before award.

(4) Unless otherwise specified in the solicitation, the offeror may propose to provide any item or combination of items.

(5) Offerors shall submit proposals in response to this solicitation in English, unless otherwise permitted by the solicitation, and in U.S. dollars, unless the provision at FAR 52.225-17, Evaluation of Foreign Currency Offers, is included in the solicitation.

(6) Offerors may submit modifications to their proposals at any time before the solicitation closing date and time, and may submit modifications in response to an amendment, or to correct a mistake at any time before award.

(7) Offerors may submit revised proposals only if requested or allowed by the Contracting Officer.

(8) Proposals may be withdrawn at any time before award. Withdrawals are effective upon receipt of notice by the Contracting Officer.

(d) Offer expiration date. Proposals in response to this solicitation will be valid for the number of days specified on the solicitation cover sheet (unless a different period is proposed by the offeror).

(e) Restriction on disclosure and use of data. Offerors that include in their proposals data that they do not want disclosed to the public for any purpose, or used by the Government except for evaluation purposes, shall--

(1) Mark the title page with the following legend: This proposal includes data that shall not be disclosed outside the Government and shall not be duplicated, used, or disclosed--in whole or in part-- for any purpose other than to evaluate this proposal. If, however, a contract is awarded to this offeror as a result of--or in connection with-- the submission of this data, the Government shall have the right to duplicate, use, or disclose the data to the extent provided in the resulting contract. This restriction does not limit the Government's right to use information contained in this data if it is obtained from another source without restriction. The data subject to this restriction are contained in sheets [insert numbers or other identification of sheets]; and

(2) Mark each sheet of data it wishes to restrict with the following legend: Use or disclosure of data contained on this sheet is subject to the restriction on the title page of this proposal.

(f) *Contract award*.

(1) The Government intends to award a contract or contracts resulting from this solicitation to the responsible offeror(s) whose proposal(s) represents the best value after evaluation in accordance with the factors and subfactors in the solicitation.

(2) The Government may reject any or all proposals if such action is in the Government's interest.

(3) The Government may waive informalities and minor irregularities in proposals received.

(4) The Government intends to evaluate proposals and award a contract without discussions with offerors (except clarifications as described in FAR 15.306(a)). Therefore, the offeror's initial proposal should contain the offeror's best terms from a cost or price and technical standpoint. The Government reserves the right to conduct discussions if the Contracting Officer later determines them to be necessary. If the Contracting Officer determines that the number of proposals that would otherwise be in the competitive range exceeds the number at which an efficient competition can be conducted, the Contracting Officer may limit the number of proposals in the competitive range to the greatest number that will permit an efficient competition among the most highly rated proposals.

(5) The Government reserves the right to make an award on any item for a quantity less than the quantity offered, at the unit cost or prices offered, unless the offeror specifies otherwise in the proposal.

(6) The Government reserves the right to make multiple awards if, after considering the additional administrative costs, it is in the Government's best interest to do so.

(7) Exchanges with offerors after receipt of a proposal do not constitute a rejection or counteroffer by the Government.

(8) The Government may determine that a proposal is unacceptable if the prices proposed are materially unbalanced between line items or subline items. Unbalanced pricing exists when, despite an acceptable total evaluated price, the price of one or more contract line items is significantly overstated or understated as indicated by the application of cost or price analysis techniques. A proposal may be rejected if the Contracting Officer determines that the lack of balance poses an unacceptable risk to the Government.

(9) If a cost realism analysis is performed, cost realism may be considered by the source selection authority in evaluating performance or schedule risk.

(10) A written award or acceptance of proposal mailed or otherwise furnished to the successful offeror within the time specified in the proposal shall result in a binding contract without further action by either party.

(11) If a post-award briefing is given to requesting offerors, the Government shall disclose the following information, as applicable:

(i) The agency’s evaluation of the significant weak or deficient factors in the debriefed offeror’s offer.

(ii) The overall evaluated cost or price and technical rating of the successful and the debriefed offeror and past performance information on the debriefed offeror.

(iii) The overall ranking of all offerors, when any ranking was developed by the agency during source selection.

(iv) A summary of the rationale for award.

(v) For acquisitions of commercial items, the make and model of the item to be delivered by the successful offeror.

(vi) Reasonable responses to relevant questions posed by the debriefed offeror as to whether source-selection procedures set forth in the solicitation, applicable regulations, and other applicable authorities were followed by the agency.

52.216-1 TYPE OF CONTRACT (APR 1984)

The Government contemplates award of a fixed price, indefinite delivery/indefinite quantity type of contract resulting from this solicitation.

52.233-2 SERVICE OF PROTEST (AUG 1996) - DEP. OF INT. (DEV.) (JUL 1996)

(a) Protests, as defined in section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the General Accounting Office (GAO), shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from Bureau of Land Management, Oregon State Office, Branch of Procurement Management, 333 S.W. First Avenue, Portland, Oregon, 97204.

(b) The copy of any protest shall be received in the office designated above on within one day of filing a protest with the GAO.

(c) A copy of the protest served on the Contracting Officer shall be simultaneously furnished by the protester to the Department of Interior Assistant Solicitor for Procurement and Patents, 1849 C Street, NW, Room 6511, Washington, D.C. 20240.

1452.215-71 USE AND DISCLOSURE OF PROPOSAL INFORMATION (APR 1984)

(a) Definitions. For the purposes of this provision and the Freedom of Information Act (5 U.S.C. 552), the following terms shall have the meaning set forth below:

(1) “Trade Secret” means an unpatented, secret, commercially valuable plan, appliance, formula, or process, which is used for making, preparing, compounding, treating or processing articles or materials, which are trade commodities.

(2) “Confidential commercial or financial information” means any business information (other than trade secrets) which is exempt from the mandatory disclosure requirement of the Freedom of Information Act, 5 U.S.C. 552. Exemptions from mandatory disclosure which may be applicable to business information contained in proposals include exemption (4), which covers “commercial and financial information obtained from a person and privileged or confidential,” and exemption (9), which covers “geological and geophysical information, including maps, concerning wells.”

(b) If the offeror, or its subcontractor(s), believes that the proposal contains trade secrets or confidential commercial or financial information exempt from disclosure under the Freedom of Information Act, (5 U.S.C. 552), the cover page of each copy of the proposal shall be marked with the following legend:

“The information specifically identified on pages -- of this proposal constitutes trade secrets or confidential commercial and financial information which the offeror believes to be exempt from disclosure under the Freedom of Information Act. The offeror requests that this information not be disclosed to the public, except as may be required by law. The offeror also requests that this information not be used in whole or part by the Government for any purpose other than to evaluate the proposal, except that if a contract is awarded to the offeror as a result of or in

connection with the submission of the proposal, the Government shall have the right to use the information to the extent provided in the contract."

(c) The offeror shall also specifically identify trade secret information and confidential commercial and financial information on the pages of the proposal on which it appears and shall mark each such page with the following legend: "This page contains trade secrets or confidential commercial and financial information which the offeror believes to be exempt from disclosure under the Freedom of Information Act and which is subject to the legend contained on the cover page of this proposal."

(d) Information in a proposal identified by an offeror as trade secret information or confidential commercial and financial information shall be used by the Government only for the purpose of evaluating the proposal, except that: (i) If a contract is awarded to the offeror as a result of or in connection with submission of the proposal, the Government shall have the right to use the information as provided in the contract, and (ii) if the same information is obtained from another source without restriction it may be used without restriction.

(e) If a request under the Freedom of Information Act seeks access to information in a proposal identified as trade secret information or confidential commercial and financial information, full consideration will be given to the offeror's view that the information constitutes trade secrets or confidential commercial or financial information. The offeror will also be promptly notified of the request and given an opportunity to provide additional evidence and argument in support of its position, unless administratively unfeasible to do so. If it is determined that information claimed by the offeror to be trade secret information or confidential commercial or financial information is not exempt from disclosure under the Freedom of Information Act, the offeror will be notified of this determination prior to disclosure of the information.

(f) The Government assumes no liability for the disclosure or use of information contained in a proposal if not marked in accordance with paragraphs (b) and (c) of this provision. If a request under the Freedom of Information Act is made for information in a proposal not marked in accordance with paragraphs (b) and (c) of this provision, the offeror concerned shall be promptly notified of the request and given an opportunity to provide its position to the Government. However, failure of an offeror to mark information contained in a proposal as trade secret information or confidential commercial or financial information will be treated by the Government as evidence that the information is not exempt from disclosure under the Freedom of Information Act, absent a showing that the failure to mark was due to unusual or extenuating circumstances, such as a showing that the offeror had intended to mark, but that markings were omitted from the offeror's proposal due to clerical error.

52.237-1 SITE VISIT (APR 1984)

Offerors or quoters are urged and expected to inspect the site where services are to be performed and to satisfy themselves regarding all general and local conditions that may affect the cost of contract performance, to the extent that the information is reasonably obtainable. In no event shall failure to inspect the site constitute grounds for a claim after contract award.

52.252-1 SOLICITATION PROVISIONS INCORPORATED BY REF. (FEB 1998)

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its quotation or offer in lieu of submitting the full text of those provisions, the offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Upon request, the Contracting Officer will make their full text available. Also, the full text of a solicitation provision may be accessed electronically at this address: www.arnet.gov/far

52.252-5 AUTHORIZED DEVIATIONS IN PROVISIONS (APR 1984)

(a) The use in this solicitation of any Federal Acquisition Regulation (48 CFR Chapter 1) provision with an authorized deviation is indicated by the addition of "(DEVIATION)" after the date of the provision.

(b) The use in this solicitation of any Department of the Interior Acquisition Regulation (48 CFR Chapter 14) provision with an authorized deviation is indicated by the addition of "(DEVIATION)" after the name of the regulation.

L.1.0 INSTRUCTIONS FOR PREPARATION OF QUALIFICATIONS STATEMENT

L.1.1 Offerors shall submit information addressing the following in order to be considered for contract award:

QUALIFICATION STATEMENT

The following skills (A, C, D & E **or** B, C, D & E) are required to be qualified for consideration for award. This includes all contractors, employees and/or sub-contractors.

A. A degree in botany or a degree in biology with a minimum of twelve (12) quarter hours in upper division college level nonvascular plant taxonomy and plant ecology courses.

B. One letter of reference from a professional nonvascular taxonomist, or from an instructor of collegiate-level nonvascular-related courses verifying competency in nonvascular taxonomy and plant ecology.

C. Experience in the identification of nonvascular plants on the Siskiyou Mountains in southern Oregon with a minimum of one botanical field season working in the Siskiyous.

D. Skilled at using dichotomous botanical keys, dissecting scopes and tools and floras, particularly those authored by Lawton, McCune & Geiser, and Goward.

E. Orienteering, aerial photo and map reading skills including the ability to navigate over remote terrain and accurately map plant population locations.

List qualifications and experience in the above skills for all key personnel plus complete the following:

EDUCATIONAL BACKGROUND:

FAMILIARITY WITH PROJECT AREA:

PAST WORK AND RECORD PERFORMANCE:

L.1.2 Offeror is cautioned that sufficient information must be presented to enable the Government to evaluate the Contractor's qualifications, experience and past performance.

L.1.3 Offeror shall also complete Section K, Representations, Certifications and Other Statements of Offerors.

L.2.0 PROPOSAL SUBMITTAL

L.2.1 Electronic Submittal. Electronic proposals are not currently acceptable through FedBizOpps (FBO). Therefore, submit your offer either by mailing or hand carrying it to the proper address shown in L.4.2.

L.2.2 Hard Copy Submittal - When submitting a proposal, each envelope (including express mail pouches) must be sealed, marked with the solicitation number and addressed as follows:

Mail proposal to:
Bureau of Land Management
Branch of Procurement Management
333 S.W. First Avenue, 4th Floor
Portland, OR 97204

Hand carry proposal to:
Bureau of Land Management
Land Office
333 S.W. First Avenue, 1st Floor
Portland, OR 97204

SECTION M – EVALUATION AND AWARD FACTORS

M.1.0 EVALUATION AND AWARD FACTORS

Each proposal submitted on this solicitation will be evaluated according to all of the criteria stated below. The relative importance of the factors is indicated by the point totals herein. An objective evaluation will be performed on each offeror's technical proposal based on the information furnished and subsequent information gathered after proposals are received, and not on previous knowledge or associations. Accordingly, the following criteria will be scored respectively with the corresponding points associated with each area with a maximum total of 100 points obtainable.

M.2.0 EVALUATION FACTORS

Proposals shall be prepared in accordance with Technical Proposal Preparation Instructions, as set forth in Section L. The following major factors and subfactors shall be used in the evaluation of the proposals. The relative importance of the major evaluation factors is indicated by the point totals.

M.2.1 Qualifications Statement (50 points)

a. Adequacy of education or letter of reference regarding knowledge of nonvascular taxonomy and plant ecology.
b. Breadth of experience in identification of the specified plants in the required geographical area, quantity of field seasons spent working on such projects in the Siskiyous.
c. Degree of skill in using dichotomous botanical keys, dissecting scopes and tools and floras, particularly those authored by Lawton, McCune & Geiser, and Goward.
d. Demonstrated ability to orienteer, use aerial photo and map reading skills to navigate over remote terrain and accurately map plant population locations.

M.2.2 Past Performance (50 points)

Positive record of on-time, accurate and responsive work done on similar, recent projects. Demonstrated record of quality work.

M.3.0 OTHER CRITERIA

The Contracting Officer shall consider several factors in the selection process which are important, but have not been assigned specific points or values, such as:

a. Proposals must respond to all the requirements of the RFP and must include all information specifically required in all sections of the RFP.

b. Award will not be made to any offeror unless agreement can be reached on all general and special provisions.

M.4.0 CONTRACT AWARD

M.4.1 CONTRACT AWARD FACTORS

Award will be made on a best-value basis. The Government's objective is to obtain the highest quality considered necessary to achieve the objectives with a realistic and reasonable price. Evaluation factors as a whole are more important than price; however, between quotes that are evaluated to be equal, the price to the Government will be a major selection factor. Any unexplained inconsistency within the proposal which raises a fundamental issue of the offeror's understanding of the nature and scope of work required and of the financial ability to perform the contract, may cause the proposal to be excluded from the competitive range.

M.4.2 This request does not commit the Government to award a contract or to pay any costs incurred in developing Contractor’s proposal.