AWARD DATA
Orders May Be Placed Through 9/30/09

Pygmy Rabbit Inventory, Multiple-Award, Indefinite-Delivery, Indefinite-Quantity

Ordering Agencies:
BLM

Ordering procedures:
Both price and past performance for both contracts must be considered prior to placement of each task order (see FAR 16.505 and contract clause F.3.0). BLM's past performance evaluations are set forth in the following table.

BLM Contract No. HAC058T00 Hamer Environmental L.P. 19997 State Route 9 Mount Vernon, WA 98274 Contact: Thomas Hamer, 360-422-6510 MOL is $35,000/task order 30 day MOL is $35,000 *Excellent	BLM Contract No. HAC058U00 Mary Foster DBA Fosters Natural Resource Contracting 16981 HWY 395 Lakeview, OR 97630-0920 Contact: Mary Foster, 541-947-5919 MOL is $25,000/task order 30 day MOL is $50,000 *Excellent

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

For contractors' technical approach and missing items from Section J 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 five-year indefinite delivery, indefinite quantity contract for the services specified. Offers shall be submitted for all treatments listed below. These prices will be used to determine the price for each task order. Task orders may be placed by contracting officers in the BLM Oregon State Office or the Prineville, Vale, Lakeview or Burns District Offices. The quantities listed below are the estimated amounts of each treatment anticipated to be ordered in each year of the contract. Offerors shall enter a unit price for each subitem, and then multiply the unit price by the estimated quantity to obtain the total amount.

Item No.	Description	Est. Qty	Unit	Unit Price	Total Amount
1	Pygmy Rabbit Surveys ¼ Mile Transects With Road Access.	200	Transect Mile	$_____	$_____
2	Pygmy Rabbit Surveys ⅛ Mile Transects With Road Access.	100	Transect Mile	$_____	$_____
3	Pygmy Rabbit Surveys ¼ Mile Transects Without Road Access.	150	Transect Mile	$_____	$_____
4	Pygmy Rabbit Surveys ⅛ Mile Transects Without Road Access.	50	Transect Mile	$_____	$_____

PERFORMANCE TIME: One (1) calendar day for each Transect mile on the task order.

ESTIMATED START WORK DATE: March 1, 2005

NOTE: This project requires a 1:1 non-federal funding match. See C.1.2.2. Offerors shall enter prices above that represent half their proposed cost to perform the work. This will be the amount the Government will pay to the contractor on the awarded contract. See Technical Proposal Instructions in Section L on information offerors must provide regarding what type of matching funds they will provide (i.e., labor, equipment, supplies, etc..

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) _____
4th Year (October 1, 2007 – September 30, 2008) _____
5th Year (October 1, 2008 – September 30, 2009) _____

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 September 30, 2009. Prices for the base year will be effective through September 30, 2005. Prices for subsequent years will be effective October 1 through September 30 of the following year as shown near the top of this page. 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 $10,000 (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
52.216-22	INDEFINITE QUANTITY

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

SECTION C - SPECIFICATIONS APPLICABLE TO INDEFINITE DELIVERY/ INDEFINITE QUANTITY PYGMY RABBIT SURVEYS

C.1.0 GENERAL

C.1.1 Introduction - The Bureau of Land Management (BLM) is acquiring pygmy rabbit surveys on selected sites in eastern Oregon. The work consists of collecting field data on pygmy rabbit sites primarily located in southeastern Oregon.

C.1.2 Background/Protocols

C.1.2.1 All work shall be done as directed in the most recent survey protocol version of "Surveying For Pygmy Rabbits (*Brachylagus idahoensis*) Fourth Draft – June 3, 2004". (See Section J).

C.1.2.2 This project requires a 50% (1:1) non-federal funding match. The Contractor shall locate and include matching funding, donated or in-kind services at a 1:1 ratio for this project. Donated services could include rent of equipment, cost of supplies, donation of services, etc. All matching funding or services shall be approved by the Contracting Officer (CO) prior to use. The Contractor shall be paid the proposed price in Section B as the federal half of the funding ratio for work completed under this contract.

C.1.2.3 Surveys can be conducted at any time of year, but are most effective from June to December. Timing of surveys shall take into consideration the seasonal climate and seasonal access to some sites due to weather conditions or seasonal fire restrictions.

C.1.3 Scope/Work to be Performed

Contractor shall provide all services necessary to search for and locate pygmy rabbits, their burrows, and/or their droppings and provide written documentation of the survey findings.

C.1.4 Location of Project Areas - The work will be performed primarily in southeastern Oregon, with some remote locations within a 4 hour driving radius of Burns, Lakeview, Vale or Prineville, Oregon. See Section J for sample project maps. Project area maps and/or aerial photos will be provided with each task order (TO). Surveys will occur in dense big sagebrush habitats.

C.1.5 Boundaries of Project Units - Survey area boundaries are not physically marked. Terrain will generally be flat or rolling hills, but will typically have dense vegetation and could be difficult to walk through.

C.1.6 Access to Project Units

C.1.6.1 Access will primarily be by gravel (improved) or dirt (unimproved) roads. Four-wheel drive or high clearance vehicles may be required. Some areas do not have direct road access. These areas can be accessed on foot or horseback.

C.1.6.2 Some unimproved roads may be closed during high fire danger season. During these periods, the Contractor may access units by driving to the point closest to the unit and then proceeding by foot or horseback. Such walk-ins will be one mile or less.

C.1.6.3 Contractors accessing the project areas via private land shall obtain permission from the landowner to travel over private lands before starting work on any TO.

C.1.7 Sequence of Work - The sequence of work will be determined by the COR at the pre-work conference and may be subject to change. Certain project units may be designated as higher priority units which shall require an earlier completion than other contract units on a specific TO.

C.2.0 DEFINITIONS

General Survey Area – A general landscape location where multiple survey sites are located. These usually correspond to large scale watersheds or on-the-ground geographic areas. A general survey area could encompass several thousand acres of survey sites and can overlap BLM district boundaries.

Pygmy Rabbit Burrow System - A series of pygmy rabbit burrows that are likely connected to each other underground. These could be as few as one burrow hole or as many as 20 burrow holes per burrow system.

Pygmy Rabbit Location - A site where pygmy rabbits, their burrows, or their droppings have been observed. An entry will be made on the Pygmy Rabbit Survey form for each observation, burrow system or droppings encountered.

Road Access - Road access to a unit. Unit will be considered to have road access when a road is located (including primitive "two-track" roads) is within 1 mile of the unit.

Survey Protocol - Specific instructions explaining how to survey for pygmy rabbits, standardized definitions and how to record data.

Survey Site - An area of pygmy rabbit habitat that is surveyed. Each survey site is divided from the next survey site by some distance of non-habitat in-between habitat areas. Survey areas can be as small as one hundred acres or as large as several thousand acres.

Transect Mile - A distance of 1 mile walked. This does not necessarily have to be walked in a straight line. This distance will be measured utilizing electronic Global Positioning System (GPS) data to determine distance.

C.3.0 CONTRACTOR-FURNISHED PROPERTY AND SERVICES

C.3.1 The Contractor shall furnish all labor, transportation, supervision, tools, and materials (except those designated as Government-furnished) and incidental, and perform all work necessary to conduct pygmy rabbit surveys in compliance with the terms, specifications, conditions and provisions of this contract.

C.3.2 Equipment and Materials

C.3.2.1 The Contractor shall supply each surveyor with a GPS unit and/or computer software that can electronically track and map survey routes or tracks. Payment will be based on distance traveled and tracked by GPS.

C.3.2.2 The Contractor shall supply all materials needed to collect pygmy rabbit droppings.

C.3.2.3 The Contractor shall supply all materials necessary to produce reports for survey areas. This includes, but is not limited to binders, copies of maps, photo copies, etc.

C.3.3 Crew Requirements

C.3.3.1 The Contractor shall maintain an adequate work force at all times to ensure timely completion of the work.

C.3.3.2 At the prework conference, the Contractor shall designate one supervisor for each crew. Any changes in supervisory designations must be submitted in writing to the COR at least 24 hours prior to the change taking effect.

C.3.3.3 The person designated by the Contractor as supervisor must actually perform in that capacity. The designated supervisor shall be present at the work site each work day. If the supervisor is not present, the crew will not be permitted to work. The supervisor shall know the requirements of the contract including technical requirements and unit locations.

C.3.4 Work Camps - Camping on BLM administered lands will only be allowed in approved sites and with the prior written authorization of the BLM's Resource Area Manager. Should such a work camp be authorized, the Contractor shall maintain the camp in an orderly and sanitary manner. All fire regulations and permits shall be followed. All garbage and refuse shall be removed from the camp site(s) by the Contractor and disposed of off site before final payment is made.

C.3.5 Project Area Clean up - All project areas shall be cleared of debris, refuse, garbage, etc. that may have been left by the Contractor. All such debris, garbage and refuse shall be removed from the project areas by the Contractor and disposed of legally off site before final payment is made.

C.3.6 Security of Equipment and Property - The Contractor may leave equipment at the work site. The Contractor shall be responsible for equipment if it should be lost, stolen or damaged.

C.4.0 GOVERNMENT-FURNISHED PROPERTY AND SERVICES

The Government will provide the following:

a. Resource Area Maps and 1:24,000, 7.5 minute USGS quad maps of project areas.

b. Access to aerial photos if available and if needed of the project area. Photos will be available for office use only.

c. Paper copies and electronic copy of the pygmy rabbit survey protocol "Surveying for Pygmy Rabbits (*Brachylagus idahoensis*) Fourth Draft - June 3, 2004" and Pygmy Rabbit Survey Forms.

d. Paper and/or electronic copies of reference photos of pygmy rabbits, their habitats, burrows and droppings.

C.5.0 SPECIFIC TASKS

C.5.1 Field Work

C.5.1.1 Project areas shall be surveyed for pygmy rabbits, their burrows, or their droppings, in a manner consistent with the "Survey Routes" section (Page 12) in "Surveying for Pygmy Rabbits (*Brachylagus idahoensis*) Fourth Draft – June 3, 2004".

C.5.1.2 Project areas will not be physically identified on the ground. Areas to be surveyed without on-ground identification shall be surveyed by approximating the boundary location from Government-provided maps and photos.

C.5.1.3 A meandering transect line shall be walked through the project areas identified for survey. These meandering transect lines will be no closer than 0.25 miles from each other and no further apart than 0.5 miles from each other within the project areas. This concept allows the surveyor to select the most likely habitat patches where pygmy rabbits will occur. In the event that habitats are more uniform in nature, straight transect lines shall be walked every 0.125 miles apart. Transect width will be specified on each TO.

C.5.2 Documentation

C.5.2.1 Only one visit is necessary to document pygmy rabbit occurrence at any given site.

C.5.2.2 The following is required for each task order issued (see forms in the Pygmy Rabbit Protocol, Section J):

a. Completed Pygmy Rabbit Survey form(s) for each survey site.

b. USGS 7.5 minute topographical map for each survey site or their equivalent at 1:24,000 scale. Maps shall include the general area of habitat surveyed, specific transect walked, and any locations of pygmy rabbits, burrows, or pygmy rabbit droppings observed.

c. Representative samples of any pygmy rabbit droppings located within any survey sites, in accordance with C.5.2.5.

d. Two copies of a summarized pygmy rabbit survey report. Reports must include sections on methods, results, discussion, recommendations or conclusions, and maps. Summarized reports must be submitted and accepted prior to issuance of final payments for each task order.

C.5.2.3 Contractor shall record the electronic Global Positioning System (GPS) locations for transects walked and locations for pygmy rabbits, or their burrows. When evidence of pygmy rabbits is located, the GPS location shall be recorded and a record of each burrow system documented on the data forms (page 23) in "Surveying for Pygmy Rabbits (*Brachylagus idahoensis*) Fourth Draft – June 3, 2004". Electronic GPS files for each burrow system location shall be provided to the COR upon completion of each survey site.

C.5.2.4 Acceptable formats for electronic data are: Trimble Navigation differentially corrected GPS file (Filename.cor), Maptech Terrain Navigator track log file or tracklog export file (Filename.txf) or equivalent. Other formats will require prior approval from the CO or COR prior to use. Export files are acceptable or contractor can supply the GPS unit used to the BLM for direct download. Electronic GPS files will be provided to the COR a minimum of every two weeks during the survey.

C.5.2.5 If droppings are located, a representative sample will be collected in a plastic "Zip-loc"-type bag. The bag shall clearly be labeled with the date, UTM location, surveyor initials, relative amount of droppings at the site, and site description noted on the sample. These samples of droppings shall be submitted to the COR along with completed survey forms, maps, and reports.

C.5.2.6 At two-week intervals during each task order, provide the COR with: 1) A brief bi-weekly progress report with copies of completed and proofed survey forms and maps for each area surveyed, 2) any samples of pygmy rabbit droppings collected, 3) any electronic GPS data for all survey sites completed. Bi-weekly reports are not required during periods of time when no activity is occurring under the contract.

C.5.2.7 All reports and maps shall be clear, legible and reproducible on black and white or color copy machines. All submittals shall be reviewed by the Contractor to ensure completeness, legibility and consistency in style before submitting to the COR.

C.6.0 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 Contracting Officer (CO).

SECTION E - INSPECTION AND ACCEPTANCE

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

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

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

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

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

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

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

E.1.0 SURVEILLANCE PLAN/INSPECTION

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

E.1.2 When project units are completed and ready for inspection the Contractor shall provide within 3 days, in writing, Notification of Completed Work to the COR. The notification record shall include: (1) project unit names (2) unit transect miles completed (3) work dates (4) supervisor/inspector name, and (5) supervisor signature and date. Electronic GPS data as required in C.5.2.3 shall accompany the written

notification. Government inspection of completed units will not occur until such notification and GPS data are received by the COR.

E.1.3 Government inspections may be made on a representative sample of GPS coordinates for burrow systems and transects. Sufficient GPS transects will be surveyed to obtain a 10% representative sample of the work unit.

E.1.4 Each selected GPS transect will be evaluated for compliance with all contract specifications. Data forms will be evaluated for accuracy along the transect line. The selected transect will be re-surveyed following the Contractor provided GPS file. Locations of all pygmy rabbit burrows will be noted on the Government survey. Comparisons will be made between the number of burrow systems that the Government finds and the number of burrow systems that the Contractor finds.

E.1.5 Each inspection plot will be evaluated for compliance with all contract specifications as follows:

a. Each inspection transect will be divided into four (4) equal sub-transects based on lineal distance from the starting point. Each sub-transect will be evaluated for compliance with all contract specifications. Sub-transects meeting all contract specifications will receive three (3) points. Sub-transects found to have one (1) contract violation will receive two (2) points. Sub-transects found to have two contract violations will receive one (1) point. Sub-transects found to have three or more contract violations will receive no points. A maximum of twelve (12) points is possible for each transect.

b. Factors evaluated in each sub-transect shall include:

1) Were pygmy rabbit burrow systems accurately located and counted?

2) Were burrow details accurately described?

3) Were pygmy rabbit droppings accurately quantified and described?

4) Was habitat information accurately quantified and described?

E.1.6 <u>Acceptable Quality Level (AQL) Percentage</u>

E.1.6.1 AQL percentages will be derived from data developed from transect inspections.

E.1.6.2 Work quality shall be determined by dividing the total number of points earned by the total number of points possible (12 x number of sub-transects used). This figure multiplied by 100 provides the AQL percentage.

Example:

Number of sub-transects inspected = 6

Total points possible (12 x 6)	=	72
Total points earned	=	68
AQL = (68 / 72) x 100	=	94.4 %

E.2.0 ACCEPTANCE

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

E.2.2 Unsatisfactory Work Quality

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

E.2.2.2 If unsatisfactorily surveyed areas are the primary reason for unsatisfactory work, the area shall be resurveyed to obtain the minimum AQL.

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

E.3.0 PAYMENT

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

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

E.3.3 Method for Measurement and Payment

E.3.3.1 The transect miles for the purpose of payment are measured on the horizontal plane.

E.3.3.2 The Contractor may, at any time during the course of the contract, request remeasurement of any GPS file that he feels that the number of transect miles are incorrect. If remeasurement indicates that a variance of 5% or less exists, the

Contractor will pay for the actual cost of the remeasurement. Under this condition, payment for the unit will be made on the number of transect miles originally calculated under the terms of the contract. If remeasurement indicates the actual variance is greater than 5%, payment for the unit will be based on the remeasured number of transect miles.

SECTION F - DELIVERIES OR PERFORMANCE

F.1.0 CONTRACT TIME

The Contractor shall begin work within 7 calendar days from the effective date of the notice to proceed for each task order. 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 for each task order, 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.

F.3.0 PLACEMENT OF TASK ORDERS

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

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 15 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 115 percent or below 85 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 OREGON FARM/FOREST LABOR CONTRACTOR'S LICENSE

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

Information on obtaining this license may be obtained from:

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

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

H.9.0 IMPROPER DISPOSAL OF GOVERNMENT-FURNISHED MATERIAL

H.9.1 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.9.2 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.10.0 TASK ORDER OMBUDSMAN

1510-52.216-70 - The task order contract ombudsman for this contract is: Robert Heaton, Bureau of Land Management, Oregon State Office (952), 333 S.W. First Ave., P.O. Box 2965, Portland, OR 97208; telephone number (503) 952-6216; facsimile number (503) 952-6312; and e-mail address rheaton@or.blm.gov. In accordance with FAR 16.505(b)(4), the ombudsman shall review complaints from contractors regarding contracts awarded under Solicitation Number HAR052001, Pygmy Rabbit Inventory. Failure of an agency to follow ombudsman advice may result in termination of the agency’s authority to place orders.

SECTION I - NEGOTIATED SERVICE CLAUSES
(current through Federal Acquisition Circular 2001-25)
*** 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)
52.219-3	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, 2009.

(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 $5,000, 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 $50,000.

(2) Any order for a combination of items in excess of $50,000.

(3) A series of orders from the same ordering office within 30 days that together call for quantities exceeding the limitation in subparagraph (1) or (2) of this section.

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

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

52.216-22 INDEFINITE QUANTITY. (OCT 1995)

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

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

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

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

52.219-14 LIMITATIONS ON SUBCONTRACTING (DEC 1996)

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(e) In the event the contract is terminated for default, the offeror is liable for any cost of acquiring the

work that exceeds the amount of its offer, and the bid guarantee is available to offset the difference.

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

(a) Offerors shall obtain from each person acting as an individual surety on a bid guarantee, a performance bond, or a payment bond-
(1) Pledge of assets; and
(2) Standard Form 28, Affidavit of Individual Surety.

(b) Pledges of assets from each person acting as an individual surety shall be in the form of-
(1) Evidence of an escrow account containing cash, certificates of deposit, commercial or Government securities, or other assets described in FAR 28.203-2 (except see 28.203-2(b)(2) with respect to Government securities held in book entry form) and/or;
(2) A recorded lien on real estate. The offeror will be required to provide-
(i) Evidence of title in the form of a certificate of title prepared by a title insurance company approved by the United States Department of Justice. This title evidence must show fee simple title vested in the surety along with any concurrent owner; whether any real estate taxes are due and payable; and any recorded encumbrances against the property, including the lien filed in favor of the Government as required by FAR 28.203-3(d);
(ii) Evidence of the amount due under any encumbrance shown in the evidence of title;
(iii) A copy of the current real estate tax assessment of the property or a current appraisal dated no earlier than 6 months prior to the date of the bond, prepared by a professional appraiser who certifies that the appraisal has been conducted in accordance with the generally accepted appraisal standards as reflected in the Uniform Standards of Professional Appraisal Practice, as promulgated by the Appraisal Foundation.

52.232-1 PAYMENTS (APR 1984)

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

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

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

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

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

see paragraph (a)(4) of this clause concerning payments due on Saturdays, Sundays, and legal holidays.)

(a) *Invoice payments*-

(1) *Due date*.

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

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

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

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

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(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

Wage Determination
Classification And Wages Of Government Employees
Vicinity Map (See Separate Attachment)
Sample Project Area Maps (See Separate Attachment)
Sample Task Order
Pygmy Rabbit Survey Protocol, "Surveying For Pygmy Rabbits (*Brachylagus idahoensis*), Fourth Draft – June 3, 2004" (See Separate Attachment)
BLM Fire Protection Requirements

94-2439 OR,EUGENE
WAGE DETERMINATION NO: 94-2439 REV (23) AREA: OR,EUGENE
HEALTH AND WELFARE LEVEL - INSURANCE ONLY **OTHER WELFARE LEVEL WD:94-2440
****

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.: 1994-2439 Revision No.: 23 Date Of Revision: 08/09/2004

State: Oregon

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

Fringe Benefits Required Follow the Occupational Listing

OCCUPATION CODE - TITLE	MINIMUM WAGE RATE
01000 - Administrative Support and Clerical Occupations	
01011 - Accounting Clerk I	9.79
01012 - Accounting Clerk II	10.69
01013 - Accounting Clerk III	13.07
01014 - Accounting Clerk IV	14.62
01030 - Court Reporter	13.67
01050 - Dispatcher, Motor Vehicle	13.96
01060 - Document Preparation Clerk	10.41
01070 - Messenger (Courier)	9.77
01090 - Duplicating Machine Operator	10.41
01110 - Film/Tape Librarian	11.96
01115 - General Clerk I	8.59
01116 - General Clerk II	9.67
01117 - General Clerk III	11.54
01118 - General Clerk IV	12.96
01120 - Housing Referral Assistant	15.18
01131 - Key Entry Operator I	10.07
01132 - Key Entry Operator II	11.07
01191 - Order Clerk I	10.23
01192 - Order Clerk II	14.27
01261 - Personnel Assistant (Employment) I	10.69
01262 - Personnel Assistant (Employment) II	13.42
01263 - Personnel Assistant (Employment) III	14.69
01264 - Personnel Assistant (Employment) IV	16.07
01270 - Production Control Clerk	13.68
01290 - Rental Clerk	10.64
01300 - Scheduler, Maintenance	11.89
01311 - Secretary I	12.49
01312 - Secretary II	13.67
01313 - Secretary III	15.18
01314 - Secretary IV	16.80
01315 - Secretary V	18.62
01320 - Service Order Dispatcher	12.44
01341 - Stenographer I	11.81

01342 - Stenographer II	12.49
01400 - Supply Technician	16.80
01420 - Survey Worker (Interviewer)	12.77
01460 - Switchboard Operator-Receptionist	11.47
01510 - Test Examiner	13.67
01520 - Test Proctor	13.67
01531 - Travel Clerk I	10.87
01532 - Travel Clerk II	11.78
01533 - Travel Clerk III	12.67
01611 - Word Processor I	11.01
01612 - Word Processor II	12.35
01613 - Word Processor III	15.23
03000 - Automatic Data Processing Occupations	
03010 - Computer Data Librarian	11.80
03041 - Computer Operator I	11.80
03042 - Computer Operator II	13.20
03043 - Computer Operator III	14.72
03044 - Computer Operator IV	16.35
03045 - Computer Operator V	18.11
03071 - Computer Programmer I (1)	13.33
03072 - Computer Programmer II (1)	16.53
03073 - Computer Programmer III (1)	20.22
03074 - Computer Programmer IV (1)	24.45
03101 - Computer Systems Analyst I (1)	22.05
03102 - Computer Systems Analyst II (1)	26.71
03103 - Computer Systems Analyst III (1)	27.62
03160 - Peripheral Equipment Operator	11.80
05000 - Automotive Service Occupations	
05005 - Automotive Body Repairer, Fiberglass	19.81
05010 - Automotive Glass Installer	14.30
05040 - Automotive Worker	14.63
05070 - Electrician, Automotive	15.35
05100 - Mobile Equipment Servicer	12.90
05130 - Motor Equipment Metal Mechanic	16.06
05160 - Motor Equipment Metal Worker	14.63
05190 - Motor Vehicle Mechanic	16.06
05220 - Motor Vehicle Mechanic Helper	12.16
05250 - Motor Vehicle Upholstery Worker	13.92
05280 - Motor Vehicle Wrecker	14.63
05310 - Painter, Automotive	16.51
05340 - Radiator Repair Specialist	14.63
05370 - Tire Repairer	11.59
05400 - Transmission Repair Specialist	16.06
07000 - Food Preparation and Service Occupations	
(not set) - Food Service Worker	8.37
07010 - Baker	11.23
07041 - Cook I	9.67
07042 - Cook II	10.72
07070 - Dishwasher	7.87
07130 - Meat Cutter	14.77
07250 - Waiter/Waitress	8.43
09000 - Furniture Maintenance and Repair Occupations	
09010 - Electrostatic Spray Painter	13.76
09040 - Furniture Handler	10.59
09070 - Furniture Refinisher	13.76
09100 - Furniture Refinisher Helper	11.14
09110 - Furniture Repairer, Minor	12.48

09130 - Upholsterer	13.76
11030 - General Services and Support Occupations	
11030 - Cleaner, Vehicles	8.98
11060 - Elevator Operator	8.98
11090 - Gardener	11.41
11121 - House Keeping Aid I	8.25
11122 - House Keeping Aid II	9.30
11150 - Janitor	9.69
11210 - Laborer, Grounds Maintenance	11.20
11240 - Maid or Houseman	8.25
11270 - Pest Controller	13.96
11300 - Refuse Collector	10.60
11330 - Tractor Operator	12.83
11360 - Window Cleaner	10.41
12000 - Health Occupations	
12020 - Dental Assistant	15.63
12040 - Emergency Medical Technician (EMT)/Paramedic/Ambulance Driver	13.07
12071 - Licensed Practical Nurse I	12.12
12072 - Licensed Practical Nurse II	13.60
12073 - Licensed Practical Nurse III	15.21
12100 - Medical Assistant	13.73
12130 - Medical Laboratory Technician	13.73
12160 - Medical Record Clerk	11.23
12190 - Medical Record Technician	15.55
12221 - Nursing Assistant I	9.01
12222 - Nursing Assistant II	10.12
12223 - Nursing Assistant III	11.05
12224 - Nursing Assistant IV	12.39
12250 - Pharmacy Technician	12.41
12280 - Phlebotomist	13.59
12311 - Registered Nurse I	17.34
12312 - Registered Nurse II	21.21
12313 - Registered Nurse II, Specialist	21.21
12314 - Registered Nurse III	25.67
12315 - Registered Nurse III, Anesthetist	25.67
12316 - Registered Nurse IV	30.75
13000 - Information and Arts Occupations	
13002 - Audiovisual Librarian	20.20
13011 - Exhibits Specialist I	16.30
13012 - Exhibits Specialist II	19.44
13013 - Exhibits Specialist III	22.55
13041 - Illustrator I	16.30
13042 - Illustrator II	19.37
13043 - Illustrator III	22.35
13047 - Librarian	20.65
13050 - Library Technician	14.75
13071 - Photographer I	13.28
13072 - Photographer II	15.17
13073 - Photographer III	17.67
13074 - Photographer IV	20.32
13075 - Photographer V	24.60
15000 - Laundry, Dry Cleaning, Pressing and Related Occupations	
15010 - Assembler	7.88
15030 - Counter Attendant	7.88
15040 - Dry Cleaner	10.25
15070 - Finisher, Flatwork, Machine	8.43
15090 - Presser, Hand	8.43

15100 - Presser, Machine, Drycleaning	8.43
15130 - Presser, Machine, Shirts	8.43
15160 - Presser, Machine, Wearing Apparel, Laundry	8.43
15190 - Sewing Machine Operator	11.06
15220 - Tailor	11.79
15250 - Washer, Machine	8.67
19000 - Machine Tool Operation and Repair Occupations	
19010 - Machine-Tool Operator (Toolroom)	15.77
19040 - Tool and Die Maker	20.83
21000 - Material Handling and Packing Occupations	
21010 - Fuel Distribution System Operator	14.31
21020 - Material Coordinator	14.61
21030 - Material Expediter	14.61
21040 - Material Handling Laborer	12.69
21050 - Order Filler	11.03
21071 - Forklift Operator	13.75
21080 - Production Line Worker (Food Processing)	13.55
21100 - Shipping/Receiving Clerk	11.33
21130 - Shipping Packer	11.33
21140 - Store Worker I	10.51
21150 - Stock Clerk (Shelf Stocker; Store Worker II)	13.61
21210 - Tools and Parts Attendant	13.55
21400 - Warehouse Specialist	13.55
23000 - Mechanics and Maintenance and Repair Occupations	
23010 - Aircraft Mechanic	19.08
23040 - Aircraft Mechanic Helper	13.66
23050 - Aircraft Quality Control Inspector	19.92
23060 - Aircraft Servicer	16.54
23070 - Aircraft Worker	17.09
23100 - Appliance Mechanic	15.36
23120 - Bicycle Repairer	11.43
23125 - Cable Splicer	21.04
23130 - Carpenter, Maintenance	15.91
23140 - Carpet Layer	14.81
23160 - Electrician, Maintenance	21.63
23181 - Electronics Technician, Maintenance I	18.85
23182 - Electronics Technician, Maintenance II	20.67
23183 - Electronics Technician, Maintenance III	21.64
23260 - Fabric Worker	16.10
23290 - Fire Alarm System Mechanic	19.44
23310 - Fire Extinguisher Repairer	15.10
23340 - Fuel Distribution System Mechanic	17.67
23370 - General Maintenance Worker	13.83
23400 - Heating, Refrigeration and Air Conditioning Mechanic	16.78
23430 - Heavy Equipment Mechanic	19.40
23440 - Heavy Equipment Operator	19.68
23460 - Instrument Mechanic	19.08
23470 - Laborer	10.73
23500 - Locksmith	18.09
23530 - Machinery Maintenance Mechanic	17.70
23550 - Machinist, Maintenance	16.61
23580 - Maintenance Trades Helper	11.14
23640 - Millwright	21.04
23700 - Office Appliance Repairer	18.09
23740 - Painter, Aircraft	18.03
23760 - Painter, Maintenance	13.73
23790 - Pipefitter, Maintenance	21.04

23800 - Plumber, Maintenance	19.60
23820 - Pneudraulic Systems Mechanic	19.08
23850 - Rigger	19.08
23870 - Scale Mechanic	17.09
23890 - Sheet-Metal Worker, Maintenance	17.59
23910 - Small Engine Mechanic	15.86
23930 - Telecommunication Mechanic I	17.42
23931 - Telecommunication Mechanic II	18.19
23950 - Telephone Lineman	19.08
23960 - Welder, Combination, Maintenance	14.40
23965 - Well Driller	19.08
23970 - Woodcraft Worker	19.08
23980 - Woodworker	13.56
24000 - Personal Needs Occupations	
24570 - Child Care Attendant	9.29
24580 - Child Care Center Clerk	11.58
24600 - Chore Aid	8.71
24630 - Homemaker	15.76
25000 - Plant and System Operation Occupations	
25010 - Boiler Tender	19.16
25040 - Sewage Plant Operator	19.11
25070 - Stationary Engineer	19.16
25190 - Ventilation Equipment Tender	14.11
25210 - Water Treatment Plant Operator	19.11
27000 - Protective Service Occupations	
(not set) - Police Officer	22.86
27004 - Alarm Monitor	15.75
27006 - Corrections Officer	19.42
27010 - Court Security Officer	19.42
27040 - Detention Officer	19.42
27070 - Firefighter	20.00
27101 - Guard I	9.14
27102 - Guard II	13.71
28000 - Stevedoring/Longshoremen Occupations	
28010 - Blocker and Bracer	15.77
28020 - Hatch Tender	15.77
28030 - Line Handler	15.77
28040 - Stevedore I	13.65
28050 - Stevedore II	16.54
29000 - Technical Occupations	
21150 - Graphic Artist	18.41
29010 - Air Traffic Control Specialist, Center (2)	29.93
29011 - Air Traffic Control Specialist, Station (2)	20.63
29012 - Air Traffic Control Specialist, Terminal (2)	22.72
29023 - Archeological Technician I	15.98
29024 - Archeological Technician II	17.91
29025 - Archeological Technician III	22.15
29030 - Cartographic Technician	21.51
29035 - Computer Based Training (CBT) Specialist/ Instructor	22.05
29040 - Civil Engineering Technician	20.99
29061 - Drafter I	12.35
29062 - Drafter II	15.38
29063 - Drafter III	18.08
29064 - Drafter IV	21.05
29081 - Engineering Technician I	12.55
29082 - Engineering Technician II	15.70
29083 - Engineering Technician III	18.44

29084 - Engineering Technician IV	21.42
29085 - Engineering Technician V	26.20
29086 - Engineering Technician VI	31.70
29090 - Environmental Technician	18.15
29100 - Flight Simulator/Instructor (Pilot)	26.71
29160 - Instructor	20.32
29210 - Laboratory Technician	16.58
29240 - Mathematical Technician	18.50
29361 - Paralegal/Legal Assistant I	13.94
29362 - Paralegal/Legal Assistant II	16.94
29363 - Paralegal/Legal Assistant III	20.67
29364 - Paralegal/Legal Assistant IV	25.07
29390 - Photooptics Technician	20.39
29480 - Technical Writer	18.99
29491 - Unexploded Ordnance (UXO) Technician I	19.02
29492 - Unexploded Ordnance (UXO) Technician II	23.01
29493 - Unexploded Ordnance (UXO) Technician III	27.58
29494 - Unexploded (UXO) Safety Escort	19.02
29495 - Unexploded (UXO) Sweep Personnel	19.02
29620 - Weather Observer, Senior (3)	18.28
29621 - Weather Observer, Combined Upper Air and Surface Programs (3)	16.22
29622 - Weather Observer, Upper Air (3)	16.22
31000 - Transportation/ Mobile Equipment Operation Occupations	
31030 - Bus Driver	11.48
31260 - Parking and Lot Attendant	7.50
31290 - Shuttle Bus Driver	11.19
31300 - Taxi Driver	9.53
31361 - Truckdriver, Light Truck	11.19
31362 - Truckdriver, Medium Truck	14.17
31363 - Truckdriver, Heavy Truck	15.04
31364 - Truckdriver, Tractor-Trailer	15.04
99000 - Miscellaneous Occupations	
99020 - Animal Caretaker	8.72
99030 - Cashier	9.10
99041 - Carnival Equipment Operator	10.88
99042 - Carnival Equipment Repairer	11.56
99043 - Carnival Worker	8.87
99050 - Desk Clerk	9.29
99095 - Embalmer	19.02
99300 - Lifeguard	9.99
99310 - Mortician	19.02
99350 - Park Attendant (Aide)	12.55
99400 - Photofinishing Worker (Photo Lab Tech., Darkroom Tech)	9.99
99500 - Recreation Specialist	12.88
99510 - Recycling Worker	10.34
99610 - Sales Clerk	10.91
99620 - School Crossing Guard (Crosswalk Attendant)	9.32
99630 - Sport Official	9.99
99658 - Survey Party Chief (Chief of Party)	19.11
99659 - Surveying Technician (Instr. Person/Surveyor Asst./Instr.)	16.34
99660 - Surveying Aide	12.00
99690 - Swimming Pool Operator	15.48
99720 - Vending Machine Attendant	13.16
99730 - Vending Machine Repairer	15.48
99740 - Vending Machine Repairer Helper	13.16

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

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

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

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

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

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

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

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

differentials are only applicable to work that has been specifically designated by the agency for ordance, explosives, and incendiary material differential pay.

** UNIFORM ALLOWANCE **

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

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

** NOTES APPLYING TO THIS WAGE DETERMINATION **

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) and computes a proposed rate).

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

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

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

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

6) The contractor informs the affected employees.

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

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

SECTION J

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	$ 13.21	Life and Health
Biological Technician, GS-6	$ 14.72	Insurance partly paid Biological
Technician, GS-7	$ 16.36	by the Gov't.
		- Retirement
		- Annual/Sick Leave

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

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

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: Lakeview District
Task Order No:
Task Order Date: March 15, 2005

ITEM NO.	DESCRIPTION	EST. QTY	UNIT	UNIT PRICE	TOTAL AMOUNT
Pygmy Rabbit Surveys - Smith Units					
A	**¼ Mile Transects with Road Access**	**75**	**TM**		
C	**¼ Mile Transects without Road Access**	**25**	**TM**		
				TOTAL:	**$**

PERFORMANCE TIME: 100 Calendar Days
ESTIMATED START WORK DATE: March 20, 2005

****
Accounting and Appropriation Data:

****

Name of Ordering Officer

Ordering Officer's Signature Date

SECTION J - BLM FIRE PROTECTION REQUIREMENTS

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

1. CLOSED FIRE SEASON

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

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

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

2. FIRE PRECAUTION LEVELS

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

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

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

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

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

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

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

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

3. FIRE TOOLS REQUIRED DURING CLOSED FIRE SEASON

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

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

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

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

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