

AWARD DATA
Orders May Be Placed Through 12/31/11

Botany Surveys, 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 Section F). BLM's past performance evaluations are set forth in the following table.

BLM Contract No. HAC073E00 Wildwood Consulting 84 Fourth St Ashland, OR 97520 Contact: Cecile Shoet 541-821-4171 MOL – see 52.216-19 *Excellent	BLM Contract No. HAC073F00 Scot Loring 5456 Adams Road Talent, OR 97540 Contact: 541-535-2863 MOL – see 52.216-19 *Excellent
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BLM contact: Madeline Small, Contracting Officer 503-808-6222

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

Modification No. 1 has been incorporated into text.

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 (continued)

This is an indefinite-delivery, indefinite-quantity contract for the services specified in the Schedule of Items listed below, effective from the date of award through December 2011. The quantities listed are the estimated amounts of each item anticipated to be ordered throughout the contract. Offeror shall enter a unit price for each bid item, then multiply the unit price by the estimated quantity to obtain the total amount. These prices will be used to determine the price of each task order and will be used throughout the length of the contract.

PERFORMANCE TIME: ITEMS 1 AND 2: Task orders will be issued based on an average of 20 acres being treated per day. Contractor will be required to provide simultaneous performance on more than one task order.

ESTIMATED START WORK DATE: ITEMS 1 AND 2: March 30, 2007

THIS PROCUREMENT IS SET ASIDE FOR SMALL BUSINESS CONCERNS

EVALUATION FOR AWARD: Award will be made on an item basis in accordance with Section L, Instructions, Conditions and Notices to Offeror and Section M, Evaluation and Award Factors.

ISSUANCE OF TASK ORDERS: All work will be ordered by Task Orders through September 30, 2011. Task Orders shall be completed before additional task orders may be started for each item, unless authorized by the Contracting Officer (CO). If one contractor is awarded multiple bid items, simultaneous performance on task orders issued will be required

REFER TO SECTION I, CLAUSES 52.216-18 ORDERING, 52.216-19 ORDER LIMITATION, AND CLAUSE 52.216-22 INDEFINITE QUANTITY

MINIMUM/MAXIMUM QUANTITIES: The minimum quantity ordered under a contract, with or without multiple awarded items is \$1,000.00. Maximum quantity to be ordered under one bid item, with or without multiple awarded items will be no more than \$200,000.00.

QUALIFICATION OF OFFER: An offeror may qualify its offer to limit the number of items to be considered for award under this solicitation. Insert the maximum number of items below.

Number of items:

Offers qualified other than as provided above will be considered nonresponsive.

SECTION B - SCHEDULE OF ITEMS (continued)

ANNUAL ECONOMIC PRICE ADJUSTMENT: Offerors wishing to propose revised prices in successive years shall state in the spaces below the economic price adjustment percentage to be used by the Government to compute future year prices. 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.

Offerors economic price adjustment percentage for Future Years.

ITEM 1

ITEM 2

2 nd Year _____ (1/1/08 – 12/31/08)	2 nd Year _____ (1/1/08 – 12/31/08)
3 rd Year _____ (1/1/09 – 12/31/09)	3 rd Year _____ (1/1/09 – 12/31/09)
4th Year _____ (1/1/10 – 12/31/10)	4th Year _____ (1/1/10 – 12/31/10)
5th Year _____ (1/1/11 – 12/31/11)	5th Year _____ (1/1/11 – 12/31/11)

SECTION C - SPECIFICATIONS

C.1.0 GENERAL

C.1.1 Description of Work - The Contractor shall provide all services, equipment and expertise necessary to search, locate, and collect field data on Sensitive Vascular and Non-Vascular Plants and Survey and Manage Strategy A and C, Vascular and Non-Vascular plants as listed in Attachments A, B, and H. Surveys will also be conducted for Invasive Plant Species (noxious weeds) and common plant species as listed in Attachment D.

C.1.2 Project Location – The work performed will be within 125 miles of the Roseburg District Office. All unit boundaries will not be physically identified on the ground. Much of the terrain is steep, heavily forested, and can be difficult to walk through.

C.1.3 Access

C.1.3.1 Standard Access: For this contract, standard access is defined as (1) passable with a 2-wheel drive vehicle although a 4-wheel drive may sometimes be required, or (2) foot travel to the project area boundary is less than 1/4 mile. The cost of standard access is to be included in the unit bid price.

If standard access to a project area is blocked by a slide or washout after award, and foot travel or use of an all terrain vehicle is 1/4 mile or more to reach the project area boundary, the additional payment shall be subject to negotiation between the Contractor and the Government.

C.1.3.2 Use of All Terrain Vehicle: If an all-terrain vehicle is used, it shall be of such design that it will travel over rough, uneven terrain and not create wheel ruts and channels. The all-terrain vehicle must meet with the approval of the Government.

C.2.0 DEFINITIONS

Bryophytes – mosses and liverworts.

Global Positioning System (GPS) - a network of orbiting satellites that use geometry to triangulate the position of the users ground position on the earth's surface.

Intuitive Controlled Survey Method – survey effort covers a representative (80%) cross section of all major habitats and topographic features within unit areas including slopes, draws, benches, ridges, riparian or wet areas, rock outcrops and meadows and is concentrated in areas of probable habitat of target species.

Sensitive Vascular or Non-Vascular plant site - all plants of the same Genus and species within 300' of one another are considered to be one site and shall be included

on one site report. Plants of the same Genus and species further than 300' apart require separate site reports.

Suitable habitat - includes, but is not limited to, all non-forested features such as meadows, rock gardens and outcrops, seeps and springs, etc., as well as any other forested habitat that has potential or historic habitat (for example, areas with north-facing slopes with bigleaf maple in the overstory and swordfern as dominant in the understory for *Cimicifuga elata*; riparian areas, etc.)

Voucher specimens - collections of live specimens of each unit for verification of accurate species identification (see Section C.5.2).

C.3.0 CONTRACTOR-FURNISHED PROPERTY AND SERVICES

C.3.1 The contractor shall provide all labor, equipment, crew supervision, transportation, supplies (except those designated as government-furnished), and incidentals to search, locate and collect field data as identified in C.5.0.

C.3.2 Provide field personnel proficient in the identification of Sensitive and Survey and Manage species in the field, aerial photo interpretation, knowledge of plant communities, documenting, filling out data sheets properly and legibly, and traversing rugged terrain, sometimes under adverse conditions.

C.3.3 Key Personnel - Key personnel are those personnel (project manager, crew supervisor, survey crews, etc.) considered essential for successful completion of this contract. All key personnel shall be identified in the contractor's Technical Proposal (see Section L.

C.3.4 Replacement of Key Personnel - The contractor shall immediately notify the COR when key personnel are unavailable for work under this contract for a continuous period exceeding 10 field survey days. If requested by the Government, the contractor shall immediately replace such personnel with personnel of equal qualifications. The contractor shall provide the CO with a qualifications statement of new personnel. The CO shall approve/disapprove all personnel replacing existing personnel.

C.3.5 Personnel conducting these surveys shall have proficiency in the identification of species in each of the taxa groups they are surveying. It is not expected that each individual be proficient in all the targeted taxa groups, but shall be proficient in species recognition and identification in the taxa group they are surveying. For example, one person may be proficient in lichens and vascular plants, while another crew member is proficient in bryophytes.

C.3.6 The Contractor shall furnish:

- Compass with azimuth setting.

- Permanent marker to mark flags in the field.
- Hand lens (minimum magnification 10X).
- **Item 1:** *Hitchcock and Cronquist, Flora of the Pacific Northwest; The Jepson Manual, Higher Plants of California*; and other floras as needed to identify plant species in this area.
- **Item 2:** Reference literature necessary for identification of lichens, and bryophytes, including at a minimum, *Macrolichens of the Pacific Northwest* by McCune & Geiser, and *Moss Flora of the Pacific Northwest* by Elva Lawton.
- Fine-lined permanent marking pens for preparing maps. Four colors are required: red, blue, black, and green.
- GPS unit.

C.4.0 GOVERNMENT-FURNISHED PROPERTY AND SERVICES

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

- Maps to complete each task order (district road map and project area map).
 - Aerial photos or photocopied photos covering the areas, as available.
 - **Item 1:** OR/WA BLM GeoBOB Observation Form (Attachment C); Roseburg District Vascular Species List (Attachment D) and Roseburg District Special Status Species List and Roseburg District Bureau Tracking Species List and “Survey and Manage Species” (Attachment A, B and H).
 - **Item 2:** OR/WA BLM GeoBOB Observation Form (Attachment C); Roseburg District Lichen and Bryophyte Checklist (Lichens) (Attachment E and F); Roseburg District Special Status Species List and Roseburg District Bureau Tracking Species List and “Survey and Manage Species” (Attachment A, B and H).
- 3.
- Flagging for marking populations of sensitive plants, routes to sensitive plant sites, and survey routes taken through units.
 - Protocol for Lichens v. 2.0, Protocol for Bryophytes v. 2.0, and Protocol for Protection Buffer Bryophytes v. 2.0 on request.

- Gate keys for access. The Contractor shall return all keys prior to receiving final payment.
- The Contractor shall be liable for and reimburse the Government for all lost, stolen, wasted, or damaged Government-furnished property.

C.5.0 SPECIFIC TASKS

C.5.1 Field Work

C.5.1.1 Conduct surveys according to the protocols appropriate for each group (Survey Protocols for Component 2 Lichens v. 2.0, Survey Protocols for Survey Strategy 2 Bryophytes v. 2.0). Each survey shall utilize the Intuitive Controlled Survey Method. The Contractor shall survey units by walking routes that cover a representative cross-section of all major vegetation types, topographic features (e.g., slopes, draws, benches, ridges), and special features of each unit (e.g., riparian areas, seeps, meadows, rock outcrops, etc.). Proposed unit locations, without on-the-ground identification, shall be surveyed by approximating the boundary location from Government-furnished maps and aerial photos.

C.5.1.2 Survey Protocol

A. Item 1: Sensitive Vascular Plant Surveys - All units shall be surveyed using the Intuitive Controlled Survey Method. This method requires the surveyor proceed through the unit until their efforts confirm that sensitive plants do not occur there. The survey shall traverse most of the unit, intensively search suitable habitat, pass through all differing plant associations and pass through significant changes in slope, substrate, and aspect. Surveys shall be performed in a manner that confirms that Sensitive Vascular plants do not exist within the unit. Suitable habitat includes, but is not limited to, all non-forested features such as meadows, rock gardens and outcrops, seeps and springs, etc., as well as any other forested habitat that has potential habitat or historic habitat (for example, areas with north-facing slopes with bigleaf maple in the overstory and swordfern as a dominant in the understory for *Cimicifuga elata*; riparian areas, etc.). Species to be surveyed are listed in Attachment A, B, and H, Sensitive Plant List. Surveys will also be conducted for Invasive Plant Species (noxious weeds) and common plant species as listed in Attachment D. Prior to field reconnaissance, aerial photos and topographic maps shall be reviewed to identify any suitable habitat. Proposed unit locations without on-the-ground identification shall be surveyed by approximating the boundary location from Government-furnished maps and aerial photos. Species with Existing Survey and Manage Protocols are: *Botrychium minganense*, *Botrychium montanum*, *Coptis asplenifolia*, *Coptis trifolia*, *Corydalis aquae-gelidae*, *Cypripedium fasciculatum*, *Cypripedium montanum*, *Eucephalis vialis* (syn. *Aster vialis*), *Galium kamtschaticum*, and *Planchera orbiculata*

- B. Item 2: Sensitive Non-Vascular Plant Surveys (Byrophytes and Lichens) -
Conduct Sensitive Non-Vascular Plant Surveys according to the Existing Survey and Manage Protocols appropriate for each group (Survey Protocols for Lichens v. 2.0, Survey Protocols for Bryophytes v. 2.0, Survey Protocols for Protection Buffer Bryophytes v. 2.0). These protocols can be reviewed on BLM Website www.or.blm.gov/surveyandmanage. Species with Existing Survey and Manage Protocols are: *Bridgeoporus nobilissimus*, *Kurzia makinoana*, *Marsupella emarginata var. aquatica*, *Schistostega pennata*, *Tetraxis geniculata*, *Tritomaria exsectiformis*, *Bryoria pseudocapillaris*, *Bryoria spiralifera*, *Hypogymnia duplicata*, *Leptogium cyanescens*, *Lobaria Linita*, *Nephroma occultum*, *Niebla cephalota*, *Pseudocyphellaria rainierensis*, *Teloschistes flavicans*.

Species to be surveyed are listed in Attachment A, B, and H, Sensitive Plant List. For all other Sensitive Non-Vascular Plants (and where Existing Survey and Manage Protocols are not available), the unit shall be surveyed using the Intuitive Controlled Survey Method. This method requires the surveyor to proceed through the unit until its efforts confirm that sensitive plants do not occur there. The survey shall traverse most of the unit, intensively search suitable habitat, pass through all differing plant associations and pass through significant changes in slope, substrate, and aspect. Surveys shall be performed in a manner that confirms that Sensitive Non-Vascular plants do not exist within the unit. Suitable habitat includes, but not limited to, all non-forested features such as meadows, rock gardens and outcrops, seeps and springs, etc., as well as any other forested habitat that has potential habitat. Proposed unit locations without on-the-ground identification shall be surveyed by approximating the boundary location from Government-furnished maps and aerial photos.

Formal protocols for other survey and manage non-vascular plants may be issued during the duration of the contract.

C.5.2 Sensitive Plant Collection

Item 1 - If identification of a plant is questionable, collection shall only be made when the population can withstand thinning. The minimum number of plants in a community which can withstand thinning shall be twenty. The specimen shall be pressed and accompanied by written labels bearing the following information:

Location (Township, Range, Section, 1/4 Section)

Associated species

Person collecting information

County

Date

UTM NAD 83 UTM Zone 10N

Item 2 - Sensitive Non-Vascular Bryophytes and Lichens listed on the Roseburg District Sensitive List shall be vouchered according to the directions on the Collection Packet (Attachment J). All information shall be completed on the voucher packet.

After voucher specimens have been properly prepared for identification, submit the voucher specimen to the COR for further verification.

C.5.3 Flagging

C.5.3.1 The periphery of each sensitive plant population shall be flagged with both blue polka-dot flagging and pink flagging. Flags at the population shall be labeled with site number, unit name and number, the appropriate four/six-letter code for the species found, surveyor's initials, and the date. Multiple sites shall be clearly labeled on the flags as Site 1, 2, 3, etc. If sensitive non-vascular lichens and bryophytes occur in litterfall within the unit, the contractor shall flag the closest tree to the actual site. The flagging shall be marked with approximate distance and azimuth to the source location where the lichen was found.

C.5.3.2 All flags shall be spaced so that one flag can be seen from the position of the next. Flagging shall be tied to branches, trunks, and/or shrubs and clearly labeled with a permanent marker, at the appropriate starting and ending points as stated above. Full species names are not to be used. The appropriate four/six-letter codes shall be used instead. Extraneous information shall not be written on orange polka-dot or green/white striped flagging; nor shall these colors or combinations of flagging be used in a manner different than specified above.

A. Item 1: Sensitive Vascular Plant survey routes-Yellow and black striped flagging shall be hung every 100' along the survey lines to show the route taken while conducting the surveys. When contours of the land and/or vegetation density reduce easy visibility, flagging shall be hung at whatever intervals are needed to follow survey lines.

B. Item 2: Sensitive Non-Vascular Plant survey routes-Orange with black polka-dot flagging shall be hung every 100' along the survey lines to show the route taken while conducting the surveys. When contours of the land and/or vegetation density reduce easy visibility, flagging shall be hung at whatever intervals are needed to follow survey lines.

C.5.4 Global Position System (GPS) - The contractor shall collect GPS, Universal Transverse Mercator (UTM) coordinates for each Sensitive plant site located, and record them on the appropriate Sensitive plant form. The type of GPS equipment used shall be indicated on the form (e.g. Garmin, Trimble, GeoExplorer 2). The GPS data shall be accurate to within 150'. The accuracy level of the coordinates shall be recorded on the site form if provided on the GPS unit (e.g. accurate within 50'). The sites shall also be marked on the topographic map and aerial photo. No more than 15 minutes total is required at any site to collect GPS point data. If, after this time,

insufficient satellites are detected, try off-setting the location to an area where adequate satellites are detected and record the distance and azimuth to the site. If insufficient satellites are recorded after 15 minutes at the offset location, no further attempts are required and the mapped location will be accepted.

The GPS equipment shall be programmed to the following settings:

Coordinates:	UTM
Zone:	10 North
Datum:	NAD 83
Units:	Meters

C.5.5 Documentation

C.5.5.1 All field work shall be fully documented. See C.5.5.2, for an example of Complete Positive Documentation Package, and C.5.5.3, for an example of a Negative Documentation Package.

C.5.5.2 Positive sites - Those units where sensitive plants have been found shall be documented as follows:

ITEM 1

- A. OR/WA BLM GeoBOB Observation Form (Attachment C)
- B. General description of unit with the sensitive plant and invasive plant species population described.
- C. Common Plant Species Checklist Form (Attachment D)
- D. Project map with survey route and sensitive plant sites and flaglines from sites to roads clearly indicated.
- E. Sensitive plant siting form for each site found on the unit.
- F. Aerial photos or photocopies (photos returned to the Government after use).
- G. Aerial photo/map showing:
 - 1. Date of photo (blue pen)
 - 2. Unit outlined and labeled (blue pen)
 - 3. Unit number/name (blue pen)
 - 4. Date of survey (blue pen)
 - 5. Sensitive plant site(s) (red pen)
 - 6. GPS sensitive plant sites
 - 7. Invasive plant species locations (green pen)
- H. Sketch map of sensitive plant site.

ITEM 2

- A. OR/WA BLM GeoBOB Observation Form (Attachment C)
- B. General description of unit with the Bryophyte and Lichen population described.
- C. Roseburg District Bryophyte and Lichen Species Checklist (Attachment E, F).

- D. Project map with survey route and sensitive Bryophyte and or Lichen sites and flaglines from sites to roads clearly indicated.
- E. Aerial photos or photocopies (photos returned to the Government after use).
- F. Aerial photo/map showing:
 - 1. Date of photo (blue pen)
 - 2. Unit outlined and labeled (blue pen)
 - 3. Unit number/name (blue pen)
 - 4. Date of survey (blue pen)
 - 5. Sensitive plant site(s) (red pen)
 - 6. GPS sensitive plant sites
- G. Sketch map of sensitive Bryophyte and or Lichen site.

C.5.5.3 Negative sites - Those units where sensitive plants have not been found shall be documented as follows:

ITEM 1

- A. OR/WA BLM GeoBOB Observation Form (Attachment C).
- B. General description of unit with any invasive plant species populations described.
- C. Roseburg District Vascular Species List (Attachment D).
- D. Project map with survey route and any invasive plant species populations clearly indicated.
- E. Aerial photo (returned to the Government after use).
- F. Aerial photocopy/map with invasive plant species locations marked (green pen).

ITEM 2

- A. OR/WA BLM GeoBOB Observation Form (Attachment C).
- B. General description of unit.
- C. Roseburg District Lichen and Bryophyte species Checklist (Attachments E, F).
- D. Project map with survey route.
- E. Aerial photo or photocopies (photos returned to the Government after use).

C.5.5.4 Meetings will be held at the Roseburg District Office between the Contractor and the COR to discuss work completed. The frequency of these meetings will be determined by the COR at the prework conference. The Contractor shall edit all forms and maps prior to submission to the COR to ensure that all required forms are properly filled out and all documentation submitted is legible. Units will not be considered for inspection until all documentation is complete for that unit. If a team approach is used, only one set of forms shall be completed for each unit. All documentation for each unit will be submitted at this time, including documentation on any sensitive plant species found.

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 INSPECTION/ACCEPTANCE PROCEDURES

E.1.1 The COR may walk the Contractor through the first unit to be surveyed to establish field guidelines such as flagging placement.

E.1.2 The COR will randomly inspect 10% of the completed unit. All units with positive sitings will be inspected by the COR. A minimum work quality percentage of 90 percent is required when locating and documenting all special status plants.

E.1.3 The unit will be inspected for flagging indicating the Contractor walked and evaluated suitable habitat for sensitive species, including, but not limited to, special habitat features and that the flagging is performed in accordance with C.5.3.

E.1.4 All documentation of completed units will be accurate and legible and submitted to the COR.

E.1.5 The COR will notify the Contractor to immediately rework a unit if inspection results reveal the following:

- less than 90% of the special status plants were located and documented.
- incorrect flagging or no flagging.
- documentation is incomplete.

All rework will be completed prior to proceeding with new units.

E.2.0 PAYMENT

Payment will be made at 100% of the unit price offered in the Schedule of Items for the actual number of acres completed and accepted.

E.3.0 REMEASUREMENT OF UNITS

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

SECTION F - DELIVERIES OR PERFORMANCE

F.1.0 CONTRACT TIME

The Contractor shall begin work within 5 calendar days from the effective date of the Notice to Proceed. The Contractor shall continue performance of the work under the contract without delay or interruption except by causes beyond his control as defined by contract clauses, or by the receipt of a "Suspend Work Order" issued by the Government. Failure to do so may be cause for action under the "Default" clause. The Contractor shall complete all work required within the time specified in the Schedule of Items.

F.2.0 PROGRESS PLAN

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

F.3.0 TASK ORDER MODIFICATIONS

Changes to task order content shall be made by a modification to the task order. Any required change to a previously issued task order will be issued in writing by the Contracting Officer.

F.4.0 TASK ORDER PRIORITIES

In the event of issuance of a "priority" task order as determined by the Government, the Government may modify delivery dates on any or all other task orders.

F.5.0 TASK ORDER MANAGER

A Task Order (TO) Manager (TOM) will be assigned to administer the TO as a technical representative for which the TO was issued. The TOM will be responsible to ensure Contractor's compliance regarding technical requirements, work schedule and deliverables. The TOM will report directly to the CO.

F.6.0 TASK ORDER OMBUDSMAN

1510-52.216-70 - The task order contract ombudsman for this contract is: Stephanie Coleman, Bureau of Land Management, Oregon State Office (952), 333 S. W. 1st Ave., P. O. Box 2965, Portland, Oregon 97208, telephone number (503) 808-6216.

facsimile number (503) 808-6312, and e-mail address stephaniecoleman@or.blm.gov. In accordance with FAR 16.505(b)(4), the ombudsman shall review complaints from contractors regarding contracts awarded under Solicitation Number HAR073010 Temporary Services, Oregon State Office. Failure of an agency to follow ombudsman advice may result in termination of the agency's authority to place orders.

SECTION G - CONTRACT ADMINISTRATION DATA

G.1.0 CONTRACTING OFFICER'S REPRESENTATIVE DEFINITION

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

G.2.0 PROJECT INSPECTOR DEFINITION

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

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

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

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

G.4.0 NOTICE TO PROCEED

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

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

SECTION H - SPECIAL CONTRACT REQUIREMENTS

H.1.0 WORK HOURS

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

H.2.0 PROSECUTION OF THE WORK

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

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

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

H.3.0 ENVIRONMENTAL INTERRUPTION OF WORK

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

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

H.4.0 PRESERVATION OF HISTORICAL AND ARCHEOLOGICAL RESOURCES

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

H.5.0 SUBCONTRACTS

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

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

H.6.0 RESTORATION OF RESOURCES

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

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

H.7.0 FIRE DANGER SEASON

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

SECTION I - NEGOTIATED SERVICE CLAUSES
(current through Federal Acquisition Circular 2005-12)

* 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)	(SEPT 2005)
52.204-4	Printed or Copied Double-Sided on Recycled Paper	(AUG 2000)
52.204-7*	Central Contractor Registration	(JULY 2006)
52.209-6	Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment	(JAN 2005)
52.215-2	Audit and Records - Negotiation	(JUN 1999)
52.215-8*	Order of Precedence – Uniform Contract Format	(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	(OCT 2004)
52.215-16	Facilities Capital Cost of Money	(JUN 2003)
52.215-18	Reversion or Adjustment of Plans for Postretirement Benefits (PRB) Other Than Pensions	(JUL 2005)
52.216-18*	Ordering	(OCT 1995)
52.216-19*	Order Limitations	(OCT 1995)
52.216-22*	Indefinite Quantity	(OCT 1995)
52.219-3	Notice of Total HUBZone Set-Aside (Applicable if noted on the Schedule).	(JAN 1999)
52.219-6	Notice of Total Small Business Set-Aside (Applicable if so noted on Schedule of Items.)	(JUN 2003)
52.219-8	Utilization of Small Business Concerns	(MAY 2004)
52.219-14*	Limitations on Subcontracting (Applicable only if project is set aside for small businesses.)	(DEC 1996)
52.222-3	Convict Labor	(JUN 2003)
52.222-4	Contract Work Hours and Safety Standards Act - Overtime Compensation	(JUL 2005)
52.222-21	Prohibition of Segregated Facilities	(FEB 1999)
52.222-26	Equal Opportunity	(APR 2002)

52.222-35	Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era and Other Eligible Veterans	(DEC 2001)
52.222-36	Affirmative Action for Workers with Disabilities	(JUN 1998)
52.222-37	Employment Reports on Special Disabled Veterans, Veterans of the Vietnam Era and Other Eligible Veterans	(DEC 2001)
52.222-39*	Notification of Employee Rights Concerning Payment of Union Dues or Fees	(DEC 2004)
52.222-41	Service Contract Act of 1965, as Amended	(JUL 2005)
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)
52.222-50	Combating Trafficking in Persons	(APR 2006)
52.223-6	Drug-Free Workplace	(MAY 2001)
52.223-14	Toxic Chemical Release Reporting (Applicable if contract exceeds \$100,000.)	(AUG 2003)
52.225-1	Buy American Act - Supplies	(JUN 2003)
52.225-13	Restrictions on Certain Foreign Purchases	(FEB 2006)
52.227-1	Authorization and Consent	(JUL 1995)
52.227-2	Notice and Assistance Regarding Patent and Copyright Infringement	(AUG 1996)
52.229-3	Federal, State, and Local Taxes	(APR 2003)
52.229-4	Federal, State, and Local Taxes (Noncompetitive Contract)	(APR 2003)
52.232-1*	Payments	(APR 1984)
52.232-8	Discounts for Prompt Payment	(FEB 2002)
52.232-9	Limitation on Withholding of Payments	(APR 1984)
52.232-11	Extras	(APR 1984)
52.232-17	Interest	(JUN 1996)
52.232-23	Assignment of Claims	(JAN 1986)
52.232-25*	Prompt Payment	(OCT 2003)
52.232-33*	Payment by Electronic Funds Transfer - Central Contractor Registration	(OCT 2003)
52.233-1*	Disputes -- Alternate I (DEC 1991)	(JUL 2002)
52.233-3	Protest After Award	(AUG 1996)
52.233-4	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 -- Alternate I (APR 1984)	(AUG 1987)
52.244-6	Subcontracts for Commercial Items	(FEB 2006)
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 and 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://www.acqnet.gov> at the end of the FAR, after the FAR Appendix.

52.204-7 CENTRAL CONTRACT REGISTRATION

(JULY 2006)

(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, to include validation of the Taxpayer Identification Number (TIN) with the Internal Revenue Service (IRS), and has marked the record “Active”. The Contractor will be required to provide consent for TIN validation to the Government as a part of the CCR registration process.

(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 December 31, 2011.

(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 services covered by this contract in an amount of less than \$1,000, Government is not obligated to purchase, nor is the Contractor obligated to furnish, those services under the contract.

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

- (1) Any order for single item in excess of \$100,000.

- (2) Any order for a combination of items in excess of \$200,000.
- (3) A series of orders within 21 calendar days that together call for quantities exceeding the Limitation in subparagraph (1) or (2) of this section.

(c) Notwithstanding paragraph (b) 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 (5) days after issuance, with written notice stating the Contractor's intent not to perform the item called for and the reasons. Upon receiving this notice, the Government may acquire the 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 March 31, 2012.

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 at 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.

52.222-39 NOTIFICATION OF EMPLOYEE RIGHTS CONCERNING
PAYMENT OF UNION DUES OR FEES

(DEC 2004)

(a) *Definition.* As used in this clause—

“United States” means the 50 States, the District of Columbia, Puerto Rico, the Northern Mariana Islands, American Samoa, Guam, the U.S. Virgin Islands, and Wake Island.

(b) Except as provided in paragraph (e) of this clause, during the term of this contract, the Contractor shall post a notice, in the form of a poster, informing employees of their rights concerning union membership and payment of union dues and fees, in conspicuous places in and about all its plants and offices, including all places where notices to employees are customarily posted. The notice shall include the following information (except that the information pertaining to National Labor Relations Board shall not be included in notices posted in the plants or offices of carriers subject to the Railway Labor Act, as amended (45 U.S.C. 151-188)).

Notice to Employees

Under Federal law, employees cannot be required to join a union or maintain membership in a union in order to retain their jobs. Under certain conditions, the law permits a union and an employer to enter into a union-security agreement requiring employees to pay uniform periodic dues and initiation fees. However, employees who are not union members can object to the use of their payments for certain purposes and can only be required to pay their share of union costs relating to collective bargaining, contract administration, and grievance adjustment.

If you do not want to pay that portion of dues or fees used to support activities not related to collective bargaining, contract administration, or grievance adjustment, you are entitled to an appropriate reduction in your payment. If you believe that you have been required to pay dues or fees used in part to support activities not related to collective bargaining, contract administration, or grievance adjustment, you may be entitled to a refund and to an appropriate reduction in future payments.

For further information concerning your rights, you may wish to contact the National Labor Relations Board (NLRB) either at one of its Regional offices or at the following address or toll free number:

National Labor Relations Board
Division of Information
1099 14th Street, N.W.
Washington, DC 20570
1-866-667-6572
1-866-316-6572 (TTY)

To locate the nearest NLRB office, see NLRB's website at <http://www.nlr.gov>.

(c) The Contractor shall comply with all provisions of Executive Order 13201 of February 17, 2001, and related implementing regulations at 29 CFR Part 470, and orders of the Secretary of Labor.

(d) In the event that the Contractor does not comply with any of the requirements set forth in paragraphs (b), (c), or (g), the Secretary may direct that this contract be cancelled, terminated, or suspended in whole or in part, and declare the Contractor ineligible for further Government contracts in accordance with procedures at 29 CFR Part 470, Subpart B—Compliance Evaluations, Complaint Investigations and Enforcement Procedures. Such other sanctions or remedies may be imposed as are provided by 29 CFR Part 470, which implements Executive Order 13201, or as are otherwise provided by law.

(e) The requirement to post the employee notice in paragraph (b) does not apply to—

(1) Contractors and subcontractors that employ fewer than 15 persons;

(2) Contractor establishments or construction work sites where no union has been formally recognized by the Contractor or certified as the exclusive bargaining representative of the Contractor's employees;

(3) Contractor establishments or construction work sites located in a jurisdiction named in the definition of the United States in which the law of that jurisdiction forbids enforcement of union-security agreements;

(4) Contractor facilities where upon the written request of the Contractor, the Department of Labor Deputy Assistant Secretary for Labor-Management Programs has waived the posting requirements with respect to any of the Contractor's facilities if the Deputy Assistant Secretary finds that the Contractor has demonstrated that—

(i) The facility is in all respects separate and distinct from activities of the Contractor related to the performance of a contract; and

(ii) Such a waiver will not interfere with or impede the effectuation of the Executive order; or

(5) Work outside the United States that does not involve the recruitment or employment of workers within the United States.

(f) The Department of Labor publishes the official employee notice in two variations; one for contractors covered by the Railway Labor Act and a second for all other contractors. The Contractor shall—

(1) Obtain the required employee notice poster from the Division of Interpretations and Standards, Office of Labor-Management Standards, U.S. Department of Labor, 200 Constitution Avenue, NW, Room N-5605, Washington, DC 20210, or from any field office of the Department's Office of Labor-Management Standards or Office of Federal Contract Compliance Programs;

(2) Download a copy of the poster from the Office of Labor-Management Standards website at <http://www.olms.dol.gov>; or

(3) Reproduce and use exact duplicate copies of the Department of Labor's official poster.

(g) The Contractor shall include the substance of this clause in every subcontract or purchase order that exceeds the simplified acquisition threshold, entered into in connection with this contract, unless exempted by the Department of Labor Deputy Assistant Secretary for Labor-Management Programs on account of special circumstances in the national interest under authority of 29 CFR 470.3(c). For indefinite quantity subcontracts, the Contractor shall include the substance of this clause if the value of orders in any calendar year of the subcontract is expected to exceed the simplified acquisition threshold. Pursuant to 29 CFR Part 470,

Subpart B—Compliance Evaluations, Complaint Investigations and Enforcement Procedures, the Secretary of Labor may direct the Contractor to take such action in the enforcement of these regulations, including the imposition of sanctions for noncompliance with respect to any such subcontract or purchase order. If the Contractor becomes involved in litigation with a subcontractor or vendor, or is threatened with such involvement, as a result of such direction, the Contractor may request the United States, through the Secretary of Labor, to enter into such litigation to protect the interests of the United States.

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]

52.232-1 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 (OCT 2003)

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

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

(a) Invoice payments—

(1) Due date.

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

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

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

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

(2) Certain food products and other payments.

(i) Due dates on Contractor invoices for meat, meat food products, or fish; perishable agricultural commodities; and dairy products, edible fats or oils, and food products prepared from edible fats or oils are—

(A) For meat or meat food products, as defined in section 2(a)(3) of the Packers and Stockyard Act of 1921 (7 U.S.C. 182(3)), and as further defined in Pub. L. 98-181, including any edible fresh or frozen poultry meat, any perishable poultry meat food product, fresh eggs, and any perishable egg product, as close as possible to, but not later than, the 7th day after product delivery.

(B) For fresh or frozen fish, as defined in section 204(3) of the Fish and Seafood Promotion Act of 1986 (16 U.S.C. 4003(3)), as close as possible to, but not later than, the 7th day after product delivery.

(C) For perishable agricultural commodities, as defined in section 1(4) of the Perishable Agricultural Commodities Act of 1930 (7 U.S.C. 499a(4)), as close as possible to, but not later than, the 10th day after product delivery, unless another date is specified in the contract.

(D) For dairy products, as defined in section 111(e) of the Dairy Production Stabilization Act of 1983 (7 U.S.C. 4502(e)), edible fats or oils, and food products prepared from edible fats or oils, as close as possible to, but not later than, the 10th day after the date on which a proper invoice has been received. Liquid milk, cheese, certain processed cheese products, butter, yogurt, ice cream, mayonnaise, salad dressings, and other similar products, fall within this classification. Nothing in the Act limits this classification to refrigerated products. When questions arise regarding the proper classification of a specific product, prevailing industry practices will be followed in specifying a contract payment due date. The burden of proof that a classification of a specific product is, in fact, prevailing industry practice is upon the Contractor making the representation.

(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- (OCT 2003)
CENTRAL CONTRACTOR REGISTRATION

(a) *Method of payment.*

(a) Method of payment.

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

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

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

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

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

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

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

(e) Liability for uncompleted or erroneous transfers.

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

- (i) Making a correct payment;
- (ii) Paying any prompt payment penalty due; and
- (iii) Recovering any erroneously directed funds.

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

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

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

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

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

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

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

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

(JUL 2002)

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

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

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

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

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

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

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

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

(e) For Contractor claims of \$100,000 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 \$100,000, 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 alternative dispute 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 that 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 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 worksite a competent superintendent who is satisfactory to the Contracting Officer and has authority to act for the Contractor.

52.236-7 PERMITS AND RESPONSIBILITIES (NOV 1991)

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

52.242-14 SUSPENSION OF WORK (APR 1984)

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

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

(c) A claim under this clause shall not be allowed—

(1) For any costs incurred more than 20 days before the Contractor shall have notified the Contracting Officer in writing of the act or failure to act involved (but this requirement shall not apply as to a claim resulting from a suspension order); and

(2) Unless the claim, in an amount stated, is asserted in writing as soon as practicable after the termination of the suspension, delay, or interruption, but not later than the date of final payment under the contract.

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

(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) of this clause, 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 paragraph (a)(2) of this clause); or
- (iii) Perform any of the other provisions of this contract (but see paragraph (a)(2) of this clause).

(2) The Government's right to terminate this contract under subdivisions (a)(1)(ii) and (1)(iii) of this clause, 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/these address(es): <http://www.arnet.gov/far>, <http://www.doi.gov/pam/aindex.html>.

SECTION J - LIST OF ATTACHMENTS

	Roseburg District Vicinity Map
	Classification and Wages of Government Employees
ATTACHMENT A	Roseburg District Special Status Species
ATTACHMENT B	Roseburg District Bureau Tracking Species
ATTACHMENT C	OR/WA BLM GeoBOB Observation Form
ATTACHMENT D	Roseburg District Vascular Species List
ATTACHMENT E	Roseburg District Lichens List
ATTACHMENT F	Roseburg District Bryophyte List
ATTACHMENT G	Collection Packet and instructions for Non-Vascular specimens
ATTACHMENT H	Survey and Manage Species

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
Botanist GS-7	\$16.00	30.5%