AWARD DATA
Orders May Be Placed Through 09/14/2012

Eugene and Salem Mastication, Indefinite-Delivery, Indefinite-Quantity
Multiple-Award

Ordering Agencies:
USDI BLM and USDA Forest Service

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

	Contract No. L09PC00233 Contractor: Cascade Brush Clearing Contact: Richard Brown Phone: 541-322-0842 Fax: 541-610-1909 Past Performance: Outstanding	Contract No. L09PC00234 Contractor: Daylight Tree Service & Equip. Contact: Scott Muir Phone: 530-521-9457 Fax: 530-342-2138 Past Performance: Outstanding

Maximum Order Limitation (MOL): $100,000/task order
30-day MOL: $150,000

BLM contact: Bradley C. Sheehan, Contracting Officer, 503-808-6224

For maps, contact Brad Sheehan.

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.

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE
PAGE 1 OF PAGES 2

2. AMENDMENT/MODIFICATION NO.: 0001
3. EFFECTIVE DATE: 06/07/2010
4. REQUISITION/PURCHASE REQ. NO.: 0010018098
5. PROJECT NO. (If applicable)

6. ISSUED BY CODE LHA
BLM OR-STATE OFC PROC MGT BR(OR952)
333 SW 1ST AVENUE
PORTLAND OR 97204

7. ADMINISTERED BY (If other than Item 6) CODE LHA
BLM OR STATE OFC PROC MGMT-OR952
333 SW 1ST AVENUE
PORTLAND OR 97204

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code)
DAYLIGHT TREE SERVICE & EQUIPMENT, LLC
Attn: ATTN GOVERNMENT POC
281 PICHOLINE WAY
CHICO CA 95928-4340

CODE 0070087974 FACILITY CODE

(x) 9A. AMENDMENT OF SOLICITATION NO.

9B. DATED (SEE ITEM 11)

X 10A. MODIFICATION OF CONTRACT/ORDER NO. L09PC00234

10B. DATED (SEE ITEM 13) 09/11/2009

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

☐ The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers ☐ is extended. ☐ is not extended.
Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)
01

13. THIS ITEM ONLY APPLIES TO MODIFICATION OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

CHECK ONE	
	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation data, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
X	D. OTHER (Specify type of modification and authority) Clause 52.217-9 Option to extend the term of the contract.

E. IMPORTANT: Contractor ☒ is not, ☐ is required to sign this document and return 0 copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

EUGENE SALEM MASTICATION, INDEFINITE-DELIVERY, INDEFINITE-QUANTITY (IDIQ), EUGENE AND SALEM DISTRICTS, OREGON is modified as follows:

The purpose of this modification is to exercise the option to extend the term of the contract for Option Year 1 for the period from September 15, 2010 through September 14, 2011.

This modification hereby adds Brent Beckman as an additional ALT COR.

This modification hereby adds Dave Reed as the COR in FEMS for payment purposes only. The COR for administration and point of contact remains Cheryl Bright.
Continued ...

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print): Scott Muir

16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print): Bradley C Sheehan

15B. CONTRACTOR/OFFEROR: (Signature of person authorized to sign)
15C. DATE SIGNED: 9/1/10

16B. UNITED STATES OF AMERICA: (Signature of Contracting Officer)
16C. DATE SIGNED: 9/1/2010

NSN 7540-01-152-8070
(previous edition unusable)

STANDARD FORM 30 (REV. 10-83)
Prescribed by GSA
FAR (48 CFR) 53.243

NAME OF OFFEROR OR CONTRACTOR
DAYLIGHT TREE SERVICE & EQUIPMENT, LLC

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	Account Assignment: K G/L Account: 6100.252R0 Business Area: L000 Commitment Item: 252R00 Cost Center: LLORE00000 Functional Area: LF31010WU.JT0000 Fund: XXXL1125AF Fund Center: LLORE00000 Project/WBS: LFHFMF700000 Asset Sub Number: 0000 PR Acct Assign Line: 01 FOB: Unknown Period of Performance: 09/15/2010 to 09/14/2011 Change Item 00010 to read as follows(amount shown is the obligated amount):				
00010	See Attached Section B. Accounting Info: 01 Account Assignment: K G/L Account: 6100.252R0 Business Area: L000 Commitment Item: 252R00 Cost Center: LLORE00000 Functional Area: LF31010WU.JT0000 Fund: XXXL1125AF Fund Center: LLORE00000 Project/WBS: LFHFMF700000 Asset Sub Number: 0000 PR Acct Assign Line: 01 $0.00 (Subject to Availability of Funds)				0.00

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE	PAGE OF PAGES
	1 / 2

2. AMENDMENT/MODIFICATION NO.	3. EFFECTIVE DATE	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. (If applicable)
0002	08/31/2010	0010018097	

6. ISSUED BY CODE LHA

BLM OR-STATE OFC PROC MGT BR(OR952)
333 SW 1ST AVENUE
PORTLAND OR 97204

7. ADMINISTERED BY (If other than Item 6) CODE LHA

BLM OR STATE OFC PROC MGMT-OR952
333 SW 1ST AVENUE
PORTLAND OR 97204

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code)

BROWN, RICHARD
Attn: ATTN GOVERNMENT POC
[illegible]60 NE HWY 20, STE. 610 #330
[illegible]ND OR 97701-6403

CODE 0070019788 FACILITY CODE

(x) 9A. AMENDMENT OF SOLICITATION NO.

9B. DATED (SEE ITEM 11)

x 10A. MODIFICATION OF CONTRACT/ORDER NO. L09PC00233

10B. DATED (SEE ITEM 13) 09/11/2009

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

☐ The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers ☐ is extended. ☐ is not extended.
Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)
01

13. THIS ITEM ONLY APPLIES TO MODIFICATION OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

CHECK ONE	
	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
X	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
	D. OTHER (Specify type of modification and authority)

E. IMPORTANT: Contractor ☒ is not, ☐ is required to sign this document and return 0 copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

EUGENE SALEM MASTICATION, INDEFINITE-DELIVERY, INDEFINITE-QUANTITY (IDIQ), EUGENE AND SALEM DISTRICTS, OREGON is modified as follows:

This modification hereby adds Brent Beckman as an additional ALT COR.

This modification hereby adds Dave Reed as the COR in FBMS for payment purposes only. The COR for administration and point of contact remains Cheryl Bright.

Account Assignment: K G/L Account: 6100.252R0
Continued ...

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)	
		Bradley C Sheehan	
15B. CONTRACTOR/OFFEROR (Signature of person authorized to sign)	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA (Signature of Contracting Officer)	16C. DATE SIGNED 08/31/2010

NAME OF OFFEROR OR CONTRACTOR
BROWN, RICHARD

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	Business Area: L000 Commitment Item: 252R00 Cost Center: LLORE00000 Functional Area: LF31010WU.JT0000 Fund: XXXL1125AF Fund Center: LLORE00000 Project/WBS: LFHFMF700000 Asset Sub Number: 0000 PR Acct Assign Line: 01 FOB: Unknown Period of Performance: 09/15/2010 to 09/14/2011 Change Item 00010 to read as follows(amount shown is the obligated amount):				
00010	See Attached Section B. Accounting Info: 01 Account Assignment: K G/L Account: 6100.252R0 Business Area: L000 Commitment Item: 252R00 Cost Center: LLORE00000 Functional Area: LF31010WU.JT0000 Fund: XXXL1125AF Fund Center: LLORE00000 Project/WBS: LFHFMF700000 Asset Sub Number: 0000 PR Acct Assign Line: 01 $0.00 (Subject to Availability of Funds)				0.00

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE

PAGE 1 OF PAGES 1

2. AMENDMENT/MODIFICATION NO. 0001

3. EFFECTIVE DATE 06/07/2010

4. REQUISITION/PURCHASE REQ. NO.

5. PROJECT NO. *(If applicable)*

6. ISSUED BY CODE LHA

BLM OR-STATE OFC PROC MGT BR(OR952)
333 SW 1ST AVENUE
PORTLAND OR 97204

7. ADMINISTERED BY *(If other than Item 6)* CODE LHA

BLM OR STATE OFC PROC MGMT-OR952
333 SW 1ST AVENUE
PORTLAND OR 97204

8. NAME AND ADDRESS OF CONTRACTOR *(No., street, county, State and ZIP Code)*

BROWN, RICHARD
Attn: ATTN GOVERNMENT POC
2660 NE HWY 20, STE. 610 #330
BEND OR 97701-6403

CODE 0070019788 FACILITY CODE

(x) 9A. AMENDMENT OF SOLICITATION NO.

9B. DATED *(SEE ITEM 11)*

x 10A. MODIFICATION OF CONTRACT/ORDER NO. L09PC00233

10B. DATED *(SEE ITEM 13)* 09/11/2009

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

☐ The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers ☐ is extended. ☐ is not extended.
Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA *(If required)*
See Schedule

13. THIS ITEM ONLY APPLIES TO MODIFICATION OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

CHECK ONE	
	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: *(Specify authority)* THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES *(such as changes in paying office, appropriation date, etc.)* SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
X	D. OTHER *(Specify type of modification and authority)* Clause 52.217-9 Option to extend the term of the contract.

E. IMPORTANT: Contractor ☒ is not, ☐ is required to sign this document and return 0 copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION *(Organized by UCF section headings, including solicitation/contract subject matter where feasible.)*

EUGENE SALEM MASTICATION, INDEFINITE-DELIVERY, INDEFINITE-QUANTITY (IDIQ), EUGENE AND SALEM DISTRICTS, OREGON is modified as follows:

The purpose of this modification is to exercise the option to extend the term of the contract for Option Year 1 for the period from September 15, 2010 through September 14, 2011.

Period of Performance: 09/15/2010 to 09/14/2011

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER *(Type or print)*

16A. NAME AND TITLE OF CONTRACTING OFFICER *(Type or print)*
Bradley C Sheehan

15B. CONTRACTOR/OFFEROR
(Signature of person authorized to sign)

15C. DATE SIGNED

16B. UNITED STATES OF AMERICA
(Signature of Contracting Officer)

16C. DATE SIGNED 06/08/2010

Solicitation No. L09PS00807

SECTION B - CONTINUATION OF STANDARD FORM 1449

EUGENE SALEM MASTICATION, IDIQ

Item No.	Description	Qty	Est.	Unit	Unit Price	Amount
BASE YEAR - Eugene BLM, Willamette National Forest and Cottage Grove Ranger District						
1A	Thinning Small Trees with Spacing	125	AC		$_____	$_____
1B	Treating Precommercial Thinning Slash	60	AC		$_____	$_____
1C	Treating Existing Slash and Brush	150	AC		$_____	$_____
1D	Treating Existing Brush and Small Trees	100	AC		$_____	$_____
1E	Mobilization	1	EA			$_____
OPTION YEAR 1 - Eugene BLM, Willamette National Forest and Cottage Grove Ranger District						
1A	Thinning Small Trees with Spacing	125	AC		$_____	$_____
1B	Treating Precommercial Thinning Slash	60	AC		$_____	$_____
1C	Treating Existing Slash and Brush	150	AC		$_____	$_____
1D	Treating Existing Brush and Small Trees	100	AC		$_____	$_____
1E	Mobilization	1	EA			$_____
OPTION YEAR 2 - Eugene BLM, Willamette National Forest and Cottage Grove Ranger District						
1A	Thinning Small Trees with Spacing	125	AC		$_____	$_____
1B	Treating Precommercial Thinning Slash	60	AC		$_____	$_____
1C	Treating Existing Slash and Brush	150	AC		$_____	$_____
1D	Treating Existing Brush and Small Trees	100	AC		$_____	$_____
1E	Mobilization	1	EA			$_____

Solicitation No. L09PS00807

SECTION B - CONTINUATION OF STANDARD FORM 1449

OPTION YEAR 3 - Eugene BLM, Willamette National Forest
and Cottage Grove Ranger District

1A	Thinning Small Trees with Spacing	125	AC	$_____	$_____
1B	Treating Precommercial Thinning Slash	60	AC	$_____	$_____
1C	Treating Existing Slash and Brush	150	AC	$_____	$_____
1D	Treating Existing Brush and Small Trees	100	AC	$_____	$_____
1E	Mobilization	1	EA		$_____

TOTAL - ITEM 1, A-E, BASE YEAR AND ALL OPTION YEARS $_____
(ALL OR NONE)

Item No.	Description	Qty	Est. Unit	Unit Price	Unit Amount	Total Amount

BASE YEAR - Salem BLM, Siuslaw National Forest
and Detroit Ranger District

2A	Thinning Small Trees with Spacing	60	AC	$_____	$_____
2B	Treating Precommercial Thinning Slash	60	AC	$_____	$_____
2C	Treating Existing Slash and Brush	60	AC	$_____	$_____
2D	Treating Existing Brush and Small Trees	60	AC	$_____	$_____
2E	Mobilization	1	EA		$_____

OPTION YEAR 1- Salem BLM, Siuslaw National Forest
and Detroit Ranger District

2A	Thinning Small Trees with Spacing	60	AC	$_____	$_____
2B	Treating Precommercial Thinning Slash	60	AC	$_____	$_____
2C	Treating Existing Slash and Brush	60	AC	$_____	$_____
2D	Treating Existing Brush and Small Trees	60	AC	$_____	$_____
2E	Mobilization	1	EA		$_____

SECTION B - CONTINUATION OF STANDARD FORM 1449

OPTION YEAR 2 - Salem BLM, Siuslaw National Forest
and Detroit Ranger District

2A	Thinning Small Trees with Spacing	60	AC	$_____	$_____
2B	Treating Precommercial Thinning Slash	60	AC	$_____	$_____
2C	Treating Existing Slash and Brush	60	AC	$_____	$_____
2D	Treating Existing Brush and Small Trees	60	AC	$_____	$_____
2E	Mobilization	1	EA		$_____

OPTION YEAR 3 - Salem BLM, Siuslaw National Forest
and Detroit Ranger District

2A	Thinning Small Trees with Spacing	60	AC	$_____	$_____
2B	Treating Precommercial Thinning Slash	60	AC	$_____	$_____
2C	Treating Existing Slash and Brush	60	AC	$_____	$_____
2D	Treating Existing Brush and Small Trees	60	AC	$_____	$_____
2E	Mobilization	1	EA		$_____

TOTAL - ITEM 2, A-E, BASE YEAR AND ALL OPTION YEARS $_____
(ALL OR NONE)

ADDITIONAL INFORMATION

AC = Acre
EA = Each
Est. = Estimated
Qty = Quantity

PERFORMANCE TIME: To be determined on each task order as follows:

One (1) calendar day for each two (2) acres of treatment ordered plus five calendar days.

ESTIMATED START WORK DATE: September 1, 2009

SECTION B - CONTINUATION OF STANDARD FORM 1449

This is a one year indefinite-delivery, indefinite-quantity (IDIQ) contract with an option to extend for three additional years. The project consists of mechanical slash reduction treatment services. The quantities listed are an estimate of the quantities of services anticipated to be ordered throughout the contract, and are for evaluation purposes only. In accordance with Department of the Interior and Related Agencies Appropriation Act, 2001, Public Law 106-291 as amended by Public law 111-329, Contracting Officers from the Bureau of Land Management Oregon State Office, Eugene District Office and Salem District Office, and the designated U.S. Forest Service (USFS) offices may issue task orders against this contract.

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

TASK ORDERS

After award, task orders may be placed by the Government. Task orders will be awarded based on a combination of awarded Contractors' prices and past performance.

All task orders will be placed no later than four years from the date of contract award. Prices for the base year will be effective for one year from the date of contract award. Prices for subsequent years will be effective the first day after the anniversary date of contract award. The Estimated Start Work Date on the task order will determine task order prices. The total value of all task orders on all contracts will not exceed $1,000,000.00. The Sample Task Orders in Section D are provided for illustration only.

AWARD OF MORE THAN ONE ITEM WILL REQUIRE SIMULTANEOUS PERFORMANCE

MINIMUM GUARANTEE: The minimum guarantee under each contract awarded will be $10,000.

MAXIMUM TASK ORDER LIMITATION

The Contractor's maximum task order limitation is $_____ (Insert task order limitation. Maximum is $100,000 if no amount is shown.).

The Contractor may limit the maximum dollar value of task orders it is willing to accept within a 30-calendar day period. The Contractor's maximum limitation for a 30-calendar day period is $_____ (Insert order limitation. Maximum is $150,000 if no amount is shown.)

THIS SOLICITATION IS SET ASIDE FOR SMALL BUSINESS CONCERNS.

LIABILITY INSURANCE REQUIRED, SEE SECTION C

SECTION B - CONTINUATION OF STANDARD FORM 1449

MIGRANT SEASONAL AGRICULTURAL WORKERS PROTECTION REGISTRATION

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

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

U.S. Department of Labor Telephone: (415) 975-4550/4561
Wage and Hour Division
71 Stevenson Street, Suite 930
San Francisco, CA 94105

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

EVALUATION FOR AWARD

The Government will make award by Item, in accordance with Section E, Instructions, Conditions and Notices to Offeror, Provision 52.212-1, Instructions to Offerors -Commercial Items and 52.212-2 Evaluation - Commercial Items.

Contractor shall provide a list of equipment available for this project and past performance references in accordance with Addendum to 52.212-1.

SEE SECTION D - CONTRACT DOCUMENTS, EXHIBITS OR ATTACHMENTS FOR THE STATEMENT OF WORK

SECTION C - CONTRACT CLAUSES

52.252-02 CLAUSES INCORPORATED BY REFERENCE FEBRUARY 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):

Federal Acquisition Regulation clauses and provisions:
http://www.acquisition.gov/comp/far/index.htm or http://www.arnet.gov/far/loadmainre.html

CLAUSES INCORPORATED BY REFERENCE

Clause	Title	Date
52.203-03	Gratuities	April 1984
52.203-12	Limitations on Payments to Influence Certain Federal Transactions	September 2007
52.204-04	Printed or Copied Double-Sided on Recycled Paper	August 2000
52.204-07	Central Contractor Registration	April 2008
52.209-06	Protecting the Government's Interest When Subcontracting With Contractors Debarred, Suspended, or Proposed for Debarment	September 2006
52.232-01	Payments	April 1984
52.242-13	Bankruptcy	July 1995
52.242-15	Stop Work Order	August 1989
52.247-34	F.O.B. Destination	November 1991
52.253-01	Computer Generated Forms	January 1991

CLAUSES INCORPORATED BY FULL TEXT

52.212-04 CONTRACT TERMS AND CONDITIONS COMMERCIAL ITEMS (FULL TEXT) (MAR 2009)

(a) *Inspection/Acceptance.* The Contractor shall only tender for acceptance those items that conform to the requirements of this contract. The Government reserves the right to inspect or test any supplies or services that have been tendered for acceptance. The Government may require repair or replacement of nonconforming supplies or reperformance of nonconforming services at no increase in contract price. If repair/replacement or reperformance will not correct the defects or is not possible, the government may seek an equitable price reduction or adequate consideration for acceptance of nonconforming supplies or services. The Government must exercise its post-acceptance rights --

(1) Within a reasonable time after the defect was discovered or should have been discovered; and

(2) Before any substantial change occurs in the condition of the item, unless the change is due to the defect in the item.

Addendum to 52.212-4(a), Section D, Attachment No. 1 - Statement of Work, Section 6.0 Surveillance Plan and Section 7.0 Payment.

(b) *Assignment*. The Contractor or its assignee may assign its rights to receive payment due as a result of performance of this contract to a bank, trust company, or other financing institution, including any Federal lending agency in accordance with the Assignment of Claims Act (31 U.S.C.3727). However, when a third party makes payment (*e.g.,* use of the Governmentwide commercial purchase card), the Contractor may not assign its rights to receive payment under this contract.

(c) *Changes*. Changes in the terms and conditions of this contract may be made only by written agreement of the parties.

(d) *Disputes*. This contract is subject to the Contract Disputes Act of 1978, as amended (41 U.S.C. 601-613). Failure of the parties to this contract to reach agreement on any request for equitable adjustment, claim, appeal or action arising under or relating to this contract shall be a dispute to be resolved in accordance with the clause at FAR 52.233-1, Disputes, which is incorporated herein by reference. The Contractor shall proceed diligently with performance of this contract, pending final resolution of any dispute arising under the contract.

(e) *Definitions*. The clause at FAR 52.202-1, Definitions, is incorporated herein by reference.

(f) *Excusable delays*. The Contractor shall be liable for default unless nonperformance is caused by an occurrence beyond the reasonable control of the Contractor and without its fault or negligence such as, acts of God or the public enemy, acts of the Government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, unusually severe weather, and delays of common carriers. The Contractor shall notify the Contracting Officer in writing as soon as it is reasonably possible after the commencement of any excusable delay, setting forth the full particulars in connection therewith, shall remedy such occurrence with all reasonable dispatch, and shall promptly give written notice to the Contracting Officer of the cessation of such occurrence.

(g) *Invoice*.

(1) The Contractor shall submit an original invoice and three copies (or electronic invoice, if authorized) to the address designated in the contract to receive invoices. An invoice must include --

(i) Name and address of the Contractor;

(ii) Invoice date and number;

(iii) Contract number, contract line item number and, if applicable, the order number;

(iv) Description, quantity, unit of measure, unit price and extended price of the items delivered;

(v) Shipping number and date of shipment, including the bill of lading number and weight of shipment if shipped on Government bill of lading;

(vi) Terms of any discount for prompt payment offered;

(vii) Name and address of official to whom payment is to be sent;

(viii) Name, title, and phone number of person to notify in event of defective invoice; and

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

(x) 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, 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.

(2) Invoices will be handled in accordance with the Prompt Payment Act (31 U.S.C. 3903) and Office of Management and Budget (OMB) prompt payment regulations at 5 CFR part 1315.

(h) *Patent indemnity*. The Contractor shall indemnify the Government and its officers, employees and agents against liability, including costs, for actual or alleged direct or contributory infringement of, or inducement to infringe, any United States or foreign patent, trademark or copyright, arising out of the performance of this contract, provided the Contractor is reasonably notified of such claims and proceedings.

(i) Payment.

(1) Items accepted. Payment shall be made for items accepted by the Government that have been delivered to the delivery destinations set forth in this contract.

(2) Prompt Payment. The Government will make payment in accordance with the Prompt Payment Act (31 U.S.C. 3903) and prompt payment regulations at 5 CFR Part 1315.

(3) Electronic Funds Transfer (EFT). If the Government makes payment by EFT, see 52.212-5(b) for the appropriate EFT clause.

(4) *Discount*. In connection with any discount offered for early payment, time shall be computed from the date of the invoice. For the purpose of computing the discount earned, payment shall be considered to have been made on the date which appears on the payment check or the specified payment date if an electronic funds transfer payment is made.

(5) *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—

(i) Remit the overpayment amount to the payment office cited in the contract along with a description of the overpayment including the—

(A) Circumstances of the overpayment (*e.g.,* duplicate payment, erroneous payment, liquidation errors, date(s) of overpayment);

(B) Affected contract number and delivery order number, if applicable;

(C) Affected contract line item or subline item, if applicable; and

(D) Contractor point of contact.

(ii) Provide a copy of the remittance and supporting documentation to the Contracting Officer.

(6) Interest.

(i) All amounts that become payable by the Contractor to the Government under this contract shall bear simple interest from the date due until paid unless paid within 30 days of becoming due. The interest rate shall be the interest rate established by the Secretary of the Treasury as provided in Section 611 of the Contract Disputes Act of 1978 (Public Law 95-563), which is applicable to the period in which the amount becomes due, as provided in (i)(6)(v) of this clause, and then at the rate applicable for each six-month period at fixed by the Secretary until the amount is paid.

(ii) The Government may issue a demand for payment to the Contractor upon finding a debt is due under the contract.

(iii) Final decisions. The Contracting Officer will issue a final decision as required by 33.211 if—

(A) The Contracting Officer and the Contractor are unable to reach agreement on the existence or amount of a debt within 30 days;

(B) The Contractor fails to liquidate a debt previously demanded by the Contracting Officer within the timeline specified in the demand for payment unless the amounts were not repaid because the Contractor has requested an installment payment agreement; or

(C) The Contractor requests a deferment of collection on a debt previously demanded by the Contracting Officer (see 32.607-2).

(iv) If a demand for payment was previously issued for the debt, the demand for payment included in the final decision shall identify the same due date as the original demand for payment.

(v) Amounts shall be due at the earliest of the following dates:

(A) The date fixed under this contract.

(B) The date of the first written demand for payment, including any demand for payment resulting from a default termination.

(vi) The interest charge shall be computed for the actual number of calendar days involved beginning on the due date and ending on—

(A) The date on which the designated office receives payment from the Contractor;

(B) The date of issuance of a Government check to the Contractor from which an amount otherwise payable has been withheld as a credit against the contract debt; or

(C) The date on which an amount withheld and applied to the contract debt would otherwise have become payable to the Contractor.

(vii) The interest charge made under this clause may be reduced under the procedures prescribed in 32.608-2 of the Federal Acquisition Regulation in effect on the date of this contract.

(j) *Risk of loss*. Unless the contract specifically provides otherwise, risk of loss or damage to the supplies provided under this contract shall remain with the Contractor until, and shall pass to the Government upon:

(1) Delivery of the supplies to a carrier, if transportation is f.o.b. origin; or

(2) Delivery of the supplies to the Government at the destination specified in the contract, if transportation is f.o.b. destination.

(k) *Taxes*. The contract price includes all applicable Federal, State, and local taxes and duties.

(l) *Termination for the Government's convenience*. The Government reserves the right to terminate this contract, or any part hereof, for its sole convenience. In the event of such

termination, the Contractor shall immediately stop all work hereunder and shall immediately cause any and all of its suppliers and subcontractors to cease work. Subject to the terms of this contract, the Contractor shall be paid a percentage of the contract price reflecting the percentage of the work performed prior to the notice of termination, plus reasonable charges the Contractor can demonstrate to the satisfaction of the Government using its standard record keeping system, have resulted from the termination. The Contractor shall not be required to comply with the cost accounting standards or contract cost principles for this purpose. This paragraph does not give the Government any right to audit the Contractor's records. The Contractor shall not be paid for any work performed or costs incurred which reasonably could have been avoided.

(m) *Termination for cause*. The Government may terminate this contract, or any part hereof, for cause in the event of any default by the Contractor, or if the Contractor fails to comply with any contract terms and conditions, or fails to provide the Government, upon request, with adequate assurances of future performance. In the event of termination for cause, the Government shall not be liable to the Contractor for any amount for supplies or services not accepted, and the Contractor shall be liable to the Government for any and all rights and remedies provided by law. If it is determined that the Government improperly terminated this contract for default, such termination shall be deemed a termination for convenience.

(n) *Title*. Unless specified elsewhere in this contract, title to items furnished under this contract shall pass to the Government upon acceptance, regardless of when or where the Government takes physical possession.

(o) *Warranty*. The Contractor warrants and implies that the items delivered hereunder are merchantable and fit for use for the particular purpose described in this contract.

(p) *Limitation of liability*. Except as otherwise provided by an express warranty, the Contractor will not be liable to the Government for consequential damages resulting from any defect or deficiencies in accepted items.

(q) *Other compliances*. The Contractor shall comply with all applicable Federal, State and local laws, executive orders, rules and regulations applicable to its performance under this contract.

(r) *Compliance with laws unique to Government contracts.* The Contractor agrees to comply with 31 U.S.C. 1352 relating to limitations on the use of appropriated funds to influence certain Federal contracts; 18 U.S.C. 431 relating to officials not to benefit; 40 U.S.C. 3701, *et seq*., Contract Work Hours and Safety Standards Act; 41 U.S.C. 51-58, Anti-Kickback Act of 1986; 41 U.S.C. 265 and 10 U.S.C. 2409 relating to whistleblower protections; Section 1553 of the American Recovery and Reinvestment Act of 2009 relating to whistleblower protections for contracts funded under that Act; 49 U.S.C. 40118, Fly American; and 41 U.S.C. 423 relating to procurement integrity.

(s) *Order of precedence*. Any inconsistencies in this solicitation or contract shall be resolved by giving precedence in the following order:

(1) The schedule of supplies/services.

(2) The Assignments, Disputes, Payments, Invoice, Other Compliances, and Compliance with Laws Unique to Government Contracts paragraphs of this clause.

(3) The clause at 52.212-5.

(4) Addenda to this solicitation or contract, including any license agreements for computer software.

(5) Solicitation provisions if this is a solicitation.

(6) Other paragraphs of this clause.

(7) The Standard Form 1449.

(8) Other documents, exhibits, and attachments.

(9) The specification.

(t) Central Contractor Registration (CCR).

(1) Unless exempted by an addendum to this contract, the Contractor is responsible during performance and through final payment of any contract 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.

(2)

(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;

(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 (t)(2)(i) of this clause, or fails to perform the agreement at paragraph (t)(2)(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.

(3) 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.

(4) 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.

52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS--COMMERCIAL ITEMS (MAR 2009)

(a) The Contractor shall comply with the following Federal Acquisition Regulation (FAR) clauses, which are incorporated in this contract by reference, to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

(1) 52.222-50, Combating Trafficking in Persons (FEB 2009) (22 U.S.C. 7104(g)).
(2) 52.233-3, Protest After Award (AUG 1996) (31 U.S.C. 3553).
(3) 52.233-4, Applicable Law for Breach of Contract Claim (OCT 2004) (Pub. L. 108-77, 108-78).

(b) The Contractor shall comply with the FAR clauses in this paragraph (b) that the contracting officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

___ (1) 52.203-6, Restrictions on Subcontractor Sales to the Government (Sep 2006), with Alternate I (Oct 1995)(41 U.S.C. 253g and 10 U.S.C. 2402).
___ (2) 52.203-13, Contractor Code of Business Ethics and Conduct (Dec 2008) (Pub. L. 110-252, Title VI, Chapter 1 (41 U.S.C. 251 note)).

___ (3) 52.203-15, Whistleblower Protections under the American Recovery and Reinvestment Act of 2009 (Section 1553 of Pub L. 111-5).
___ (4) 52.204-11, American Recovery and Reinvestment Act—Reporting Requirements (Mar 2009) (Pub. L. 111-5).
___ (5) 52.219-3, Notice of Total HUBZone Set-Aside (Jan 1999)(15 U.S.C. 657a).
___ (6) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (Jul 2005) (if the offeror elects to waive the preference, it shall so indicate in its offer)(15 U.S.C. 657a).
___ (7) [Reserved]
_X_ (8) (i) 52.219-6, Notice of Total Small Business Aside (June 2003) (15 U.S.C. 644).
___ (ii) Alternate I (Oct 1995) of 52.219-6.
___ (iii) Alternate II (Mar 2004) of 52.219-6.
___ (9) (i) 52.219-7, Notice of Partial Small Business Set-Aside (June 2003)(15 U.S.C. 644).
___ (ii) Alternate I (Oct 1995) of 52.219-7.
___ (iii) Alternate II (Mar 2004) of 52.219-7.
_X_ (10) 52.219-8, Utilization of Small Business Concerns (May 2004) (15 U.S.C. 637(d)(2) and (3)).
___ (11) (i) 52.219-9, Small Business Subcontracting Plan (Apr 2008)(15 U.S.C. 637 (d)(4).)
___ (ii) Alternate I (Oct 2001) of 52.219-9.
___ (iii) Alternate II (Oct 2001) of 52.219-9.
_X_ (12) 52.219-14, Limitations on Subcontracting (Dec 1996)(15 U.S.C. 637(a)(14)).
___ (13) 52.219-16, Liquidated Damages—Subcontracting Plan (Jan 1999)(15 U.S.C. 637(d)(4)(F)(i)).
___ (14) (i) 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns (Oct 2008)(10 U.S.C. 2323) (if the offeror elects to waive the adjustment, it shall so indicate in its offer).
___ (ii) Alternate I (June 2003) of 52.219-23.
___ (15) 52.219-25, Small Disadvantaged Business Participation Program—Disadvantaged Status and Reporting (Apr 2008)(Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).
___ (16) 52.219-26, Small Disadvantaged Business Participation Program—Incentive Subcontracting (Oct 2000)(Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).
___ (17) 52.219-27, Notice of Total Service-Disabled Veteran-Owned Small Business Set-Aside (May 2004) (15 U.S.C. 657 f).
_X_ (18) 52.219-28, Post Award Small Business Program Rerepresentation (June 2007) (15 U.S.C. 632(a)(2)).
_X_ (19) 52.222-3, Convict Labor (June 2003)(E.O. 11755).
_X_ (20) 52.222-19, Child Labor—Cooperation with Authorities and Remedies (Feb 2008) (E.O. 13126).
_X_ (21) 52.222-21, Prohibition of Segregated Facilities (Feb 1999).
_X_ (22) 52.222-26, Equal Opportunity (Mar 2007)(E.O. 11246).
_X_ (23) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (Sep 2006)(38 U.S.C. 4212).

_X_ (24) 52.222-36, Affirmative Action for Workers with Disabilities (Jun 1998)(29 U.S.C. 793).

_X_ (25) 52.222-37, Employment Reports on Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (Sep 2006)(38 U.S.C. 4212).

_X_ (26) 52.222-39, Notification of Employee Rights Concerning Payment of Union Dues or Fees (Dec 2004) (E.O. 13201).

___ (27) 52.222-54, Employment Eligibility Verification (Jan 2009). (Executive Order 12989). (Not applicable to the acquisition of commercially available off-the-shelf items or certain other types of commercial items as prescribed in 22.1803.)

___ (28) (i) 52.223-9, Estimate of Percentage of Recovered Material Content for EPA-Designated Items (May 2008)(42 U.S.C. 6962(c)(3)(A)(ii)). (Not applicable to the acquisition of commercially available off-the-shelf items.)

___ (ii) Alternate I (May 2008) of 52.223-9 (42 U.S.C. 6962(i)(2)(C)). (Not applicable to the acquisition of commercially available off-the-shelf items.)

___ (29) 52.223-15, Energy Efficiency in Energy-Consuming Products (Dec 2007) (42 U.S.C. 8259b).

___ (30) (i) 52.223-16, IEEE 1680 Standard for the Environmental Assessment of Personal Computer Products (Dec 2007) (E.O. 13423).

___ (ii) Alternate I (Dec 2007) of 52.223-16.

___ (31) 52.225-1, Buy American Act--Supplies (Feb 2009)(41 U.S.C. 10a-10d).

___ (32) (i) 52.225-3, Buy American Act –Free Trade Agreements – Israeli Trade Act (Feb 2009) (41 U.S.C. 10a-10d, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note, Pub. L. 108-77, 108-78, 108-286, and 109-169).

___ (ii) Alternate I (Jan 2004) of 52.225-3.

___ (iii) Alternate II (Jan 2004) of 52.225-3.

___ (33) 52.225-5, Trade Agreements (Mar 2009) (19 U.S.C. 2501, *et seq.*, 19 U.S.C. 3301 note).

___ (34) 52.225-13, Restrictions on Certain Foreign Purchases (Jun 2008) (E.O.'s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).

___ (35) 52.226-4, Notice of Disaster or Emergency Area Set-Aside (Nov 2007) (42 U.S.C. 5150).

___ (36) 52.226-5, Restrictions on Subcontracting Outside Disaster or Emergency Area (Nov 2007) (42 U.S.C. 5150).

___ (37) 52.232-29, Terms for Financing of Purchases of Commercial Items (Feb 2002) (41 U.S.C. 255(f), 10 U.S.C. 2307(f)).

___ (38) 52.232.30, Installment Payments for Commercial Items (Oct 1995)(41 U.S.C. 255(f), 10 U.S.C. 2307(f)).

_X_ (39) 52.232-33, Payment by Electronic Funds Transfer—Central Contractor Registration (Oct. 2003)(31 U.S.C. 3332).

___ (40) 52.232-34, Payment by Electronic Funds Transfer—Other Than Central Contractor Registration (May 1999)(31 U.S.C. 3332).

_X_ (41) 52.232-36, Payment by Third Party (May 1999)(31 U.S.C. 3332).

___ (42) 52.239-1, Privacy or Security Safeguards (Aug 1996)(5 U.S.C. 552a).

___ (43) (i) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (Feb 2006)(46 U.S.C. Appx 1241(b) and 10 U.S.C. 2631).
___ (ii) Alternate I (Apr 2003) of 52.247-64.

(c) The Contractor shall comply with the FAR clauses in this paragraph (c), applicable to commercial services, that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or executive orders applicable to acquisitions of commercial items:

_X_ (1) 52.222-41, Service Contract Act of 1965 (Nov 2007)(41 U.S.C. 351, *et seq.*).
_X_ (2) 52.222-42, Statement of Equivalent Rates for Federal Hires (May 1989)(29 U.S.C. 206 and 41 U.S.C. 351, *et seq.*).
_X_ (3) 52.222-43, Fair Labor Standards Act and Service Contract Act -- Price Adjustment (Multiple Year and Option Contracts) (Nov 2006)(29 U.S.C.206 and 41 U.S.C. 351, *et seq*.).
_X_ (4) 52.222-44, Fair Labor Standards Act and Service Contract Act -- Price Adjustment (Feb 2002)(29 U.S.C. 206 and 41 U.S.C. 351, *et seq.*).
___ (5) 52.222-51, Exemption from Application of the Service Contract Act to Contracts for Maintenance, Calibration, or Repair of Certain Equipment--Requirements (Nov 2007) (41 U.S.C. 351, et seq.).
___ (6) 52.222-53, Exemption from Application of the Service Contract Act to Contracts for Certain Services--Requirements (Feb 2009) (41 U.S.C. 351, et seq.).
___ (7) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations. (Mar 2009) (Pub. L. 110-247).
___ (8) 52.237-11, Accepting and Dispensing of $1 Coin (Sep 2008)(31 U.S.C. 5112(p)(1)).

(d) *Comptroller General Examination of Record*. The Contractor shall comply with the provisions of this paragraph (d) if this contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, and does not contain the clause at 52.215-2, Audit and Records -- Negotiation.

(1) The Comptroller General of the United States, or an authorized representative of the Comptroller General, shall have access to and right to examine any of the Contractor's directly pertinent records involving transactions related to this contract.

(2) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR Subpart 4.7, Contractor Records Retention, of the other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.

(3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This does

not require the Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.

(e) (1) Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c) and (d) of this clause, the Contractor is not required to flow down any FAR clause, other than those in paragraphs (e)(1) of this paragraph in a subcontract for commercial items. Unless otherwise indicated below, the extent of the flow down shall be as required by the clause--

(i) 52.203-13, Contractor Code of Business Ethics and Conduct (Dec 2008) (Pub. L. 110-252, Title VI, Chapter 1 (41 U.S.C. 251 note)).

(ii) 52.219-8, Utilization of Small Business Concerns (May 2004)(15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds $550,000 ($1,000,000 for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

(iii) 52.203-15, Whistleblower Protections Under the American Recovery and Reinvestment Act of 2009 (Section 1553 of Pub. L. 111-5). Applies to subcontracts funded under the Act.

(iv) 52.222-26, Equal Opportunity (Mar 2007)(E.O. 11246).

(v) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (Sep 2006)(38 U.S.C. 4212).

(vi) 52.222-36, Affirmative Action for Workers with Disabilities (June 1998)(29 U.S.C. 793).

(vii) 52.222-39, Notification of Employee rights Concerning Payment of Union Dues or Fees (Dec 2004) (E.O. 13201).

(viii) 52.222-41, Service Contract Act of 1965, (Nov 2007), flow down required for all subcontracts subject to the Service Contract Act of 1965 (41 U.S.C. 351, et seq.)

(ix) 52.222-50, Combating Trafficking in Persons (Feb 2009) (22 U.S.C. 7104(g)).
___ Alternate I (Aug 2007) of 52.222-50 (22 U.S.C. 7104(g)).

(x) 52.222-51, Exemption from Application of the Service Contract Act to Contracts for Maintenance, Calibration, or Repair of Certain Equipment--Requirements (Nov 2007) (41 U.S.C. 351, et seq.)

(xi) 52.222-53, Exemption from Application of the Service Contract Act to Contracts for Certain Services--Requirements (Feb 2009) (41 U.S.C. 351, et seq.)

(xii) 52.222-54, Employment Eligibility Verification (Jan 2009).

(xiii) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations. (Mar 2009) (Pub. L. 110-247). Flow down required in accordance with paragraph (e) of FAR clause 52.226-6.

(xiv) 52.247-64, Preference for Privately-Owned U.S. Flag Commercial Vessels (Feb 2006) (46 U.S.C. Appx 1241(b) and 10 U.S.C. 2631). Flow down required in accordance with paragraph (d) of FAR clause 52.247-64.

(2) While not required, the contractor may include in its subcontracts for commercial items a minimal number of additional clauses necessary to satisfy its contractual obligations.

52.216-18 ORDERING (OCT 1995)

(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued for five (5) years from the date of contract award.

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

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

52.216-19 ORDER LIMITATIONS (OCT 1995)

(a) Minimum order. When the Government requires services covered by this contract in an amount of less than $2,000, the 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: **See Schedule of Items.**
(2) Any order for a combination of items in excess of: **See Schedule of Items.**
(3) A series of orders within 30 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 (7) 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 one year following the last date that task orders may be placed.

52.216-27 SINGLE OR MULTIPLE AWARDS (OCT 1995)

The Government may elect to award a single delivery order contract or task order contract or to award multiple delivery order contracts or task order contracts for the same or similar supplies or services to two or more sources under this solicitation.

52.217-08 OPTION TO EXTEND SERVICES (NOV 1999)

The Government may require continued performance of any services within the limits and at the rates specified in the contract. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by written notice to the Contractor within 15 days.

52.217-09 OPTION TO EXTEND THE TERM OF THE CONTRACT (MAR 2000)

(a) The Government may extend the term of this contract by written notice to the Contractor within 15 days; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 30 days before the contract expires. The preliminary notice does not commit the Government to an extension.

(b) If the Government exercises this option, the extended contract shall be considered to include this option clause.

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed 5 years.

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.

52.222-42 STATEMENT OF EQUIVALENT RATES FOR FEDERAL HIRES (MAY1989)

See Section D, Attachment No. 2

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.

52.242-14 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.

52.246-4 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.

52.252-6 AUTHORIZED DEVIATIONS IN CLAUSES (APR 1984)

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

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

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

(a) The Contractor shall procure and maintain during the term of this contract and any extension thereof liability insurance in form satisfactory to the Contracting Officer by an insurance company which is acceptable to the Contracting Officer. The named insured parties under the policy shall be the Contractor and the United States of America. The amounts of the insurance

shall be not less than as follows:

$1,000,000	each person
$1,000,000	each occurrence
$1,000,000	property damage

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

1510-52.216-70 TASK ORDER OMBUDSMAN

The task order contract ombudsman for this contract is: Lynnial Trusty, Bureau of Land Management, Oregon State Office (952), 333 S.W. First Ave., P.O. Box 2965, Portland, OR 97208; telephone number (503) 808-6302; facsimile number (503) 808-6312; and e-mail address Lynnial_Trusty@blm.gov. In accordance with FAR 16.505(b)(4), the ombudsman shall review complaints from contractors regarding contracts awarded under this solicitation.

SECTION D - CONTRACT DOCUMENTS, EXHIBITS OR ATTACHMENTS

LIST OF ATTACHMENTS		DESCRIPTION
Attachment No.	1	Statement of Work (15 pages)
Attachment No.	2	Classification and Wages of Government Employees (1 page)
Attachment No.	3	Wage Determination WD 77-0079 (Rev.-38) (3 pages)
Attachment No.	4	BLM Fire Protection Requirements (2 pages)
Attachment No.	5	USFS Fire Protection Requirements (7 pages)
Attachment No.	6	Eugene BLM Vicinity Map (1 page)
Attachment No.	7	Salem BLM and USFS Vicinity Map (1 page)
Attachment No.	8	Sample Treatment Unit Maps (5 pages)
Attachment No.	9	BLM Sample Task Order (1 page)
Attachment No.	10	USFS Sample Task Order (1 page)

ATTACHMENT NO. 1 STATEMENT OF WORK (SOW)

EUGENE AND SALEM MASTICATION June 1, 2009

1.0 GENERAL

1.1 Introduction - The Eugene and Salem Districts of the Bureau of Land Management (BLM); the Willamette and Siuslaw National Forests, and Cottage Grove Ranger District of the Umpqua National Forest are contracting for mechanical slash and fuel reduction services to reduce the hazardous fuel loading of precommercial thinning slash and/or to reduce stand understory by thinning trees and brush seven (7) inches DBH and smaller.

1.2 Scope - Treatment of precommercial thinning slash and thinning through mastication is to reduce the hazardous fuels and decrease horizontal and vertical fuel continuity of understory vegetation. Mastication will be utilized to thin brush and less desirable small diameter trees, retaining those with good growth characteristics such as vigorous growth and no signs of disease to reduce the potential for high severity wildfire.

1.3 Applicable Directives for Project - The proposed project work shall be done in accordance with the Eugene District Record of Decision and Resource Management Plan (RMP), June 1995. This Resource Management Plan incorporates the earlier Record of Decision (ROD) for Amendments to Forest Service and Bureau of Land Management Planning Documents Within the Range of the Northern Spotted Owl and the Standards and Guidelines for Late-Successional and Old-Growth Forest Related Species Within the Range of the Northern Spotted Owl.

1.4 Location of Work - Project areas are located within the Eugene and Salem Districts BLM; Willamette and Siuslaw National Forests, and the Cottage Grove Ranger District of the Umpqua National Forest.

1.5 Boundaries of Project Areas - The boundaries of the project areas are marked with plastic flagging. Precommercial thinning slash treatment areas are generally identifiable as recently thinned young stands.

1.6 Access to Project Areas

1.6.1 Access is by all-weather and seasonal roads. Seasonal roads may be impassable for several days after heavy rains, or snow-blocked during the winter months.

1.6.2 Roads to the units are (1) passable with a 2-wheel drive vehicle although a 4-wheel drive may sometimes be required, or (2) foot travel to project area boundary is less than 1/4 mile.

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

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

1.6.5 Locked Gates - Access to individual project areas may be through locked gates. Access behind locked gates shall be for the purpose of conducting work under this contract only. Locked gates shall remain locked at all times other than when the Contractor is passing through them.

1.6.6 When two or more locks are present on a gate, the Contractor shall secure the lock so that access is not restricted, nor prevent the unlocking of other locks on the gate.

1.6.7 Keys for locked gates may be obtained from the appropriate agency official at the prework for each task order.

1.6.8 The keys will be signed out to the Contractor after the contract is awarded on a DI-105, Receipt for Property form. The key shall be returned to the Contracting Officer's Representative (COR) in a usable condition before final payment is made. The Contractor shall be charged $100.00 for each key lost or returned in an unusable condition.

1.6.9 For viewing the sample units on the BLM Eugene District only, contact Mr. Jerry Chrostek (541) 683-6182 to arrange for key pick up and return. The keys will be signed out on a DI-105, Receipt for Property form.

1.7 Sequence of Work - The sequence of work in each task order may be determined by the COR at the time of task order issue or at the prework conference, and may be subject to change. Certain project units may be designated as higher priority requiring earlier completion due to weather, access or wildlife concerns.

1.8 Found Equipment - Report any found equipment to the Project Inspector (PI). All Government property found on the project area (i.e., fire hose, hand tools, etc.) remains the property of the Government.

1.9 Hazardous Materials and Solid Waste Discovery

1.9.1 If, in connection with the operation under this contract, the Contractor, subcontractor, or the employees thereof discovers, encounters or becomes aware of any hazardous materials or solid waste on the project area, such as closed glass or plastic containers, barrels, household garbage, chemical and oil spills, the Contractor shall immediately suspend all operations in the vicinity of the hazardous material or solid waste and shall notify the COR of the findings. Operations may resume at the discovery site upon receipt of written instructions. No objects of hazardous materials or solid waste

shall be removed from the project area.

1.9.2 Refueling of power equipment shall occur at a location at least 150 feet from any body of water or from any stream channel.

1.9.3 Fuel and oil containers shall be removed from the project site and disposed of in a legal manner.

1.9.4 Dumping of any waste material at any time, including any waste generated by the Contractor during the commission of work under this contract on Federal lands, is a violation of Federal Law (43 CFR 8365.1-1(b)(1) and (4)).

1.10 Wildlife Resource Protection - Some of the project areas in this contract are in areas of critical wildlife concern. Nest sites for Northern Spotted Owls, Herons, Raptors, or other species could be identified within the contract area by wildlife biologists during the course of the contract. Work activity adjacent to nest sites will be restricted during the active nesting period (March 1 - September 30). Project areas that are adjacent to active nest sites may be delayed until after the active nesting period.

1.11 Botanical Resource Protection - Threatened or endangered species of plants or areas of critical habitat concern could be identified within or adjacent to project areas during the course of the contract. Mitigation measures may be necessary to address these concerns. Work activity adjacent to identified sites could be restricted, delayed, or eliminated depending on the circumstances. Project areas or portions of project areas could be affected. Government botanist recommendations would be used to determine the course of action.

2.0 DEFINITIONS

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

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

Conifer - An evergreen, cone bearing tree, such as Douglas-fir, western red cedar, incense cedar, yew, western hemlock, ponderosa pine, sugar pine, grand fir, white fir, and noble fir.

Cull Tree - Trees over seven inches DBH that have broken, dead or forked tops, or show clear signs of low vigor because of disease or other factors. Cull trees shall not be cut because of wildlife value.

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

Damaged Leave Tree - A tree damaged through felling of other trees or brush or contact with cutting tools or machinery.

DBH - Diameter of the tree at breast height, measured at a point 4½ feet above ground level on the uphill side of the tree.

Grinding - Operation similar to chipping except implement is outside the main body of the attachment or prime mover. This operation often results in coarser chips after treatment.

Hardwood - A broad leaved tree which usually has a single well-defined trunk and attains a height of greater than 20 feet. Examples include, but not limited to, species such as alder, chinquapin, bigleaf maple, madrone and oak species. Sprouting hardwood species may be in the form of multi-stemmed clumps.

Leave Trees - Conifers and hardwoods that are retained after thinning. Conifers may be preferred over hardwoods.

Mobilization - The process of moving equipment onto the project area to begin treatment. All equipment shall be cleaned of noxious weed material prior to delivery and operation, as stated in 5.6.

Private Ownership - Lands not managed by the BLM or Forest Service.

Property Boundary - Any line determining ownership rights to land.

Slash - Any material cut or pulled by the Contractor or which has been previously cut either during previous logging or a previous maintenance work.

Stream - A drainage that has flowing water during project work.

3.0 CONTRACTOR FURNISHED ITEMS

3.1 Property and Services - Unless otherwise specified herein, the Contractor shall furnish all labor, equipment, materials, supervision, transportation and incidentals necessary to perform mechanical slash reduction services.

3.2 Crew Requirements

3.2.1 The Contractor shall maintain an adequate work force and equipment at all times to ensure timely completion of the work. Contractor shall keep the COR informed of crew location, and when each unit is completed or a new unit is started.

3.2.2 At the prework conference, and weekly throughout the contract, the Contractor shall provide a work schedule acceptable to the Government.

3.2.3 Any changes in supervisory designations must be submitted in writing to the COR at least 24 hours prior to the change taking effect

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

a. Making periodic inspections of the crews' work;

b. Advising them of any discrepancies found in the work that deviate from the specifications and providing instructions for correcting any improper work.

3.2.5 The supervisor shall know the requirements of the contract including technical requirements and unit locations. The PI will not act as a supervisor to the crew(s).

3.3 Camping on BLM and Forest Service Administered Land - Camping on Government administered lands will only be allowed in approved sites and with the prior written authorization of the Government. Should such a work camp be authorized, the Contractor shall maintain the camp in an orderly and sanitary manner. The Contractor shall provide, at a minimum, a portable toilet of sufficient capacity to accommodate the number of workers onsite for the length of stay. All fire regulations and permits shall be followed. All garbage and refuse shall be removed from the camp site(s) by the Contractor and disposed of offsite before final payment is made. The Contractor shall make this request in writing.

3.4 State safety regulations require that crew members shall not be left alone and that accessibility to emergency transportation shall be provided by the Contractor at all times.

3.5 Equipment Operator - Operators shall have sufficient skill and experience to properly operate the equipment. The Government may require the Contractor to remove from the project any operator who operates the equipment in an unsafe manner. The Contractor shall provide a replacement operator within 24 hours.

3.6 Equipment Requirements

3.6.1 The Contractor shall provide a track-mounted machine with the following minimum specifications:

a. A mounted cutter head capable of grinding slash and brush seven inches in diameter and smaller.

b. The machine shall be capable of reducing slash to within eight (8) inches of the ground.

c. The machine shall be capable of operating on slopes up to 30 percent.

d. Ground pressure shall not exceed six (6) pounds per square inch.

e. Machine shall be free of fluid leaks and have hoses in good operating condition.

f. Machine width shall not exceed 11.5 feet.

g. The machine shall be capable of operating between leave trees without causing damage to the leave trees.

3.6.2 Contractor Damage - The Contractor is responsible for any damage caused by their personnel and equipment to any existing structures or other improvements.

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

3.7 Operating Permit - State law requires a permit to operate all power-driven machinery. The Contractor shall obtain a permit from the local State Forestry Office prior to the operation of power-driven machinery.

4.0 GOVERNMENT-FURNISHED PROPERTY

a. One current transportation map

b. Project area maps for each Task Order

c. BLM or Forest Service keys for locked gates as described in 1.6 Access to Project Areas.

5.0 SPECIFIC TASKS

5.1 Upon completion of each project area the Contractor shall notify the COR to allow timely inspections.

5.2 Mechanical fuels reduction shall be accomplished by cutting and grinding trees, brush, existing slash and existing down woody material less than or equal to seven (7) inches in diameter throughout designated areas within the project boundaries.

5.2.1 All areas identified on the unit maps as reserved, and areas of excessive slope greater than 30 percent, are reserved from treatment.

5.2.2 All brush and slash shall be ground or cut, such that slash depth is not greater than eight (8) inches above the normal plane of the ground.

5.2.4 Cut trees, hardwoods or brush lodged in or covering a leave tree shall be dislodged or removed before grinding.

5.2.5 The operator shall avoid damage to leave trees.

5.3 Material to be treated

5.3.1 The material to be treated in fuels reduction areas consists of vegetative material identified in each task order. This excludes duff, litter and rotten material.

5.3.2 A. Thinning Small Trees with Spacing - Thin trees seven (7) inches DBH or smaller with 12 to 14 foot spacing.

5.3.3 B. Treating Precommercial Thinning Slash - Masticate existing precommercial thinning slash less than seven (7) inches in diameter with a resulting fuel bed depth of eight (8) inches or less.

5.3.4 C. Treating Existing Slash and Brush - Masticate existing brush greater than two (2) feet in height and existing slash concentrations greater than six (6) inches in depth.

5.3.5 D. Treating Existing Brush and Small Trees - Masticate existing brush greater than two (2) feet in height and small conifers and hardwoods seven (7) inches DBH or smaller.

5.4 Special Treatment Requirements

5.4.1 Trees used as bearing trees, property corners, or any tree blazed or tagged to mark the line of any government survey, shall not be cut or destroyed. Trees with reference tags or posters identifying forest projects shall not be cut.

5.4.2 Cut trees and brush falling across property lines between BLM or Forest Service and adjacent landowners shall be moved completely into the project area and treated.

5.5 Pacific yew trees - Pacific yew trees shall not be cut or damaged, and shall not be considered leave trees.

5.6 Noxious Weeds - All equipment shall be thoroughly cleaned prior to delivery and operation on Government lands. Remove all dirt, grease, and plant parts that carry noxious weed seeds or vegetative parts. In addition, if equipment is found operating in a noxious weed area, the equipment must be cleaned before moving to another area.

5.7 No trees greater than seven (7) inches DBH shall be cut.

6.0 INSPECTION AND ACCEPTANCE

6.1 Inspections will consist of a 100 percent visual inspection on a minimum of 50 percent of the treatment area.

6.2 All work included in the contract specifications shall be subject to inspections by the Government at periodic intervals during the performance of this contract. Treatment inspections are for the sole benefit of the Government and shall not release the Contractor of the responsibility of providing quality control measures to assure that the work strictly complies with the contract requirements.

6.3 ACCEPTANCE

6.3.1 Final acceptance of all items will be based upon satisfactory completion of the work in accordance with the specifications on a unit-by-unit basis.

6.3.2 Satisfactory Work Quality - A minimum acceptable quality level (AQL) of 75 percent is required.

6.3.3 Unsatisfactory Work Quality - Based on inspection results, if the work quality falls below 75 percent, the COR will immediately notify the Contractor in writing and instruct the Contractor to improve the quality of the work. If the quality of the work is not raised to an acceptable level within one (1) working day after written notification, the Contracting Officer (CO) may issue a Suspend Work Order to resolve the problem, during which time contract performance time will continue to run.

6.3.4 If the work quality can be improved, the Contractor shall rework areas designated by the Government until minimum work quality percentage is obtained. Rework will not be allowed for work quality above the minimum acceptable levels. Reinspections after rework will be made in the same manner as the first inspection, but on different plots.

6.3.5 The Contractor shall be liable for extra costs incurred by the Government, as a result of the Contractor's performance, to conduct the reinspection and any subsequent reinspections on any project area necessary to attain the minimum work quality. Costs include, but are not limited to, inspection and travel time and vehicle operating costs.

7.0 PAYMENT

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

7.2 As the basis for payment, inspections for compliance with specifications will be made for work units reported as completed by the Contractor. If applicable, large units will be divided into work units. These units will be inspected separately and will not be averaged with any other area for acceptance or payment.

7.3 Payment will be made at the full contract price when work quality is 75 percent or greater.

7.4 Mobilization will be paid once for each task order with the first partial payment. Mobilization will include the cost for cleaning the equipment prior to delivery and operation on Government lands.

8.0 REMEASUREMENT OF TREATMENT AREAS

8.1 The Contractor may, at any time during the course of the contract, request remeasurement of any treatment unit if he feels that the acreage stated in the contract and on the project maps is incorrect. This request must be made in writing to the COR.

8.2 If remeasurement indicates that a variance of five percent or less exists, the Contractor shall pay for the actual cost of the remeasurement. Payment for the treatment area will be based on the acreage stated in the contract.

8.3 If remeasurement indicates that the actual acreage variance is more than five percent of that shown in the contract, payment for the treatment area will be based on the remeasured acreage. The cost for remeasurement will be incurred by the Government.

8.4 Acreage is measured on the horizontal plane.

9.0 CONTRACT TIME

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

10.0 PROGRESS PLAN

At the task order 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 task order performance time. This work schedule must be acceptable to the Government. At a minimum, the schedule should reflect a work progress rate equal to the available amount of task order performance time. The 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.

11.0 CONTRACTING OFFICER'S REPRESENTATIVE DEFINITION

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

12.0 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.

13.0 RESPONSIBILITIES OF THE CONTRACTING OFFICER'S REPRESENTATIVE AND PROJECT INSPECTOR

13.1 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.

13.2 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.

14.0 NOTICE TO PROCEED

14.1 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.

14.2 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.

15.0 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 or as specified in the Task Order. No work will be done on Sunday unless mutually agreed upon.

16.0 PROSECUTION OF THE WORK

16.1 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.

16.2 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.

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

17.0 ENVIRONMENTAL INTERRUPTION OF WORK

17.1 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.

17.2 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.

18.0 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.

19.0 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.

20.0 RESTORATION OF RESOURCES

20.1 Cleanup - The Contractor shall be 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.

20.2 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.

21.0 HAZARDOUS MATERIAL / PETROLEUM PRODUCT CONTAINMENT/ CLEANUP (LIMITED)

21.1 The Contractor is required to develop a modified Spill Prevention, Control, and Countermeasure (SPCC) Plan, as specified under 40 CFR Part 112. The SPCC Plan will be reviewed and accepted by the Contracting Officer prior to initiating project work. The SPCC plan will, as a minimum, contain the following information:

a. Response Priorities
b. Contractor Representative in Charge
c. Duties of Contractor Personnel
d. Contractor Emergency Response Procedures
e. Contents of Spill Containment Kit (SCK)
f. Spill Response Diagram (only for waterways if applicable to the project)

Upon request, an example of a modified SPCC may be obtained from the District Environmental Protection Specialist for Hazardous Materials (HMMC).

21.2 The Contractor is required to have a Spill Containment Kit (SCK), as described in the modified SPCC, on-site during any operation and provide training to employees on how components of the SCK are used. The SCK must be designed for use only with petroleum products, and must contain, as a minimum, the following items, sufficient to contain and hold up to the total gallons of petroleum spill waste from the amount of product on site during contract operations. For example, if the contractor has 55 gallons of combined petroleum product on site, the kit shall be sufficient in size and capacity to contain and absorb that amount. Conversely, if the amount was 25 gallons, that kit size would be considered acceptable.

a. Oil-only Absorbent Booms (sizes can be 3, 5 or 8 inch diameter x 10 foot long, in any combination).

b. Oil-only Absorbent Pads, minimum 18 x 18 inch square. A 50 count shall be the minimum required under any circumstance.

c. One Absorbent Sweep (minimum of 18 inch diameter X 50 foot length). This shall only be required when fueling or fuel storage operations are within 50 feet of a defined surface water body.

d. Gloves suitable for oil handling, Protective Goggles, and Garbage Bags.

e. A container sufficient to hold soiled absorbents and prevent further release pending removal.

21.3 During Contractor operations on lands managed by the BLM, in the event of a release as defined in Oregon Administrative Rules (OAR), Chapter 340, DIVISION 142, OIL AND HAZARDOUS MATERIALS EMERGENCY RESPONSE REQUIREMENTS, the Contractor shall immediately implement the modified SPCC Plan and notify the on-site Government Representative. The Government Representative will initiate the District's Hazardous Materials Contingency Plan and Spill Containment Plan reporting requirements.

21.4 The Contractor shall implement the Emergency Response Actions described in the modified SPCC Plan. Those actions include, but are not limited to, immediate action to protect employee health and safety, immediate action to stop the flow of product from the equipment, removal of equipment from the waterway if required and/or possible, deployment of the absorbent booms and pads downstream from the equipment, and any other immediate action as may be specified by Federal and/or State On-Scene Coordinators or his/her representative. The Contractor shall be responsible for cleanup, removal, and proper disposal of contaminated materials from the site.

21.5 If the HMMC determines that additional resources are needed, the HMMC will implement the District's Hazardous Materials Contingency Plan and the District Spill Containment Plan. The contractor may be responsible for any costs associated with this level of effort, as noted under 21.6 of this part.

21.6 In addition to any other legal remedy available to the government, it is determined by the Contracting Officer that the Contractor was guilty of negligence at the time of the release, all costs associated with the release that are incurred by the Government will be the responsibility of the Contractor. The amount of actual damage will be deducted by the Government from the amount due the Contractor prior to final payment.

22.0 FIRE DANGER SEASON

If the CO 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 CO. See Section D Attachments.

23.0 UNDOCUMENTED WORKERS

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

24.0 MIGRANT SEASONAL AGRICULTURAL WORKERS PROTECTION ACT REGISTRATION

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

25.0 OREGON FARM/FOREST LABOR CONTRACTOR'S LICENSE

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

Information on obtaining this license may be obtained from:

Bureau of Labor and Industries	Contact: Licensing Unit
Wage and Hour Division	Telephone: (503) 373-1463

3865 Wolverine St. NE; E-1 Fax: (503) 373-7636
Salem, OR 97305-1268

Attachment No. 2

Coos Bay, Eugene, Medford and Roseburg

CLASSIFICATION AND WAGES OF GOVERNMENT EMPLOYEES

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

Labor Classification		Basic Rate	Fringe Benefits
Laborer	WG-3	$13.99	Life and Health
Foreman	WL-3	$15.38	Insurance partly paid
Truck Driver	WG-5	$16.28	by the Government
			- Retirement
			- Annual/Sick Leave

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

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

Attachment No. 3

WD 77-0079 (Rev.-38) was first posted on www.wdol.gov on 06/02/2009
Forestry and Land Management Services

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********************************************************************************
REGISTER OF WAGE DETERMINATIONS UNDER  |      U.S. DEPARTMENT OF LABOR
        THE SERVICE CONTRACT ACT       | EMPLOYMENT STANDARDS ADMINISTRATION
By direction of the Secretary of Labor |       WAGE AND HOUR DIVISION
                                       |       WASHINGTON, D.C. 20210
                                       |
                                       |
Shirley F. Ebbesen   Division of Wage  | Wage Determination No: 1977-0079
Director             Determinations    |           Revision No: 38
                                       |      Date Of Revision: 05/26/2009
--------------------------------------------------------------------------------
State: Oregon
Area: Oregon Statewide
--------------------------------------------------------------------------------
```

Fringe Benefits Required Follow the Occupational Listing

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

OCCUPATION CODE - TITLE	FOOTNOTE	RATE
08010 - Brush/Precommercial Thinner		13.92
08040 - Choker Setter		14.02
08070 - Faller/Bucker		24.76
08100 - Fire Lookout		13.46
08130 - Forestry Equipment Operator		16.26
08160 - Forestry/Logging Heavy Equipment Operator		16.26
08190 - Forestry Technician		17.94
08200 - Forestry Truck Driver		14.24
08250 - General Forestry Laborer		11.22
08280 - Nursery Specialist		18.65
08310 - Slash Piler/Burner		8.95
08340 - Tree Climber		8.95
08370 - Tree Planter		12.61
08400 - Tree Planter, Mechanical		12.61

ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

HEALTH & WELFARE: $3.35 per hour or $134.00 per week or $580.66 per month

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

HOLIDAYS: HOLIDAYS: A minimum of ten paid holidays per year, New Year's Day, Martin Luther King Jr's Birthday, Washington's Birthday, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans' Day, Thanksgiving Day, and Christmas Day. (A contractor may substitute for any of the named holidays another day off with pay in accordance with a plan communicated to the employees involved.) (See 29 CFR 4174)

** UNIFORM ALLOWANCE **

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

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

** NOTES APPLYING TO THIS WAGE DETERMINATION **

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

The duties of employees under job titles listed are those described in the "Service Contract Act Directory of Occupations", Fifth Edition, April 2006, unless otherwise indicated. Copies of the Directory are available on the Internet. A links to the Directory may be found on the WHD home page at http://www.dol.gov/esa/whd/ or through the Wage Determinations On-Line (WDOL) Web site at http://wdol.gov/.

REQUEST FOR AUTHORIZATION OF ADDITIONAL CLASSIFICATION AND WAGE RATE {Standard Form 1444 (SF 1444)}

Conformance Process:

The contracting officer shall require that any class of service employee which is not listed herein and which is to be employed under the contract (i.e., the work to be performed is not performed by any classification listed in the wage determination), be classified by the contractor so as to provide a reasonable relationship (i.e., appropriate level of skill comparison) between such unlisted classifications and the classifications listed in the wage determination. Such conformed classes of employees shall be paid the monetary wages and furnished

the fringe benefits as are determined. Such conforming process shall be initiated by the contractor prior to the performance of contract work by such unlisted class(es) of employees. The conformed classification, wage rate, and/or fringe benefits shall be retroactive to the commencement date of the contract. {See Section 4.6 (C)(vi)} When multiple wage determinations are included in a contract, a separate SF 1444 should be prepared for each wage determination to which a class(es) is to be conformed.

The process for preparing a conformance request is as follows:

1) When preparing the bid, the contractor identifies the need for a conformed occupation(s) and computes a proposed rate(s).

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

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

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

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

6) The contractor informs the affected employees.

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

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

Attachment No. 4

SECTION D - BLM FIRE PROTECTION REQUIREMENTS

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

1. CLOSED FIRE SEASON

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

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

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

2. FIRE PRECAUTION LEVELS

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

Level 1 is the lowest level of fire danger usually occurring early in the season and perhaps again after significant rainfall during the season. All requirements listed above apply. Waivers may be issued by the State Districts or Protective Associations and these <u>MUST</u> be approved by the

BLM. Waivers will only be considered if the conditions on the work site are not as severe as predicted. The requirements for fire tools on site, screens installed in saws, and fire extinguishers with saws will not be waived.

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

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

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

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

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

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

3. FIRE TOOLS REQUIRED DURING CLOSED FIRE SEASON

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

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

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

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

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

USDA FOREST SERVICE
PACIFIC NORTHWEST REGION

FIRE PROTECTION AND SUPPRESSION

1. Fire Period and Closed Season

   Specific fire prevention measures are listed below and shall be effective for the period April 1 to October 31 of each year. The Forest Service may change the dates of said period by advance written notice if justified by unusual weather or other conditions. Required tools and equipment shall be kept currently in serviceable condition and immediately available for initial attack on fires.

2. Fire Plan

   Before starting any operations on the project, the Contractor, Permittee, Licensee, or Purchaser, hereinafter referred to as the "Contractor," shall prepare a fire plan in cooperation with the Contracting Officer providing for the prevention and control of fires in the project area.

   The Contractor shall certify compliance with fire protection and suppression requirements before beginning operations during the fire period and closed season, and shall update such certification when operations change.

3. Substitute Measures

   The Contracting Officer may by written notice authorize substitute measures or equipment or may waive specific requirements during periods of low fire danger.

4. Emergency Measures

   The Forest Service may require emergency measures, including the necessary shutting down of equipment or portions of operations in the project area during periods of fire emergency created by hazardous climatic conditions.

5. Fire Control

   The Contractor shall, independently and in cooperation with the Forest Service, take all reasonable action to prevent and suppress fires in the project area. Independent initial action shall be prompt and shall include the use of all personnel and equipment available in the project area.

   For the purpose of fighting forest fires on or in the vicinity of the project which are not caused by the Contractor's operations, the Contractor shall place employees and equipment temporarily at the disposal of the Forest Service. Any individual hired by the Forest Service will be employed in accordance with the Interagency Pay Plan for Emergency Firefighters. The Forest

Service will compensate the Contractor for equipment rented at fire fighting equipment rates common in the area, or at prior agreed to rates.

6. Compliance with State Forest Laws

Listing of specific fire precautionary measures herein is not intended to relieve the Contractor in any way from compliance with the State Fire Laws covering fire prevention and suppression equipment, applicable to operations under this contract, permit or license.

7. Fire Precautions

Specific fire precautionary measures are as follows:

a. Smoking and Open Fires

Smoking and fires shall be permitted only at the option of the Contractor. The Contractor shall not allow open fires on the project area without advance permission in writing from Forest Service.

Unless restricted by State Law or Federal Regulation, smoking shall be permitted only in such portions of the project area that are free of flammable material. Smokers shall sit down to smoke in such a position that any burning material will fall within a cleared area, and shall extinguish and press out in mineral soil all burning material before leaving the cleared area.

b. Fire Extinguishers and Equipment on Trucks, Tractors, etc.

All power-driven equipment operated by the Contractor on National Forest land, except portable fire pumps, shall be equipped with one fire extinguisher having a UL rating of at least 5 BC, and one "D" handled or long handled round point shovel, size "0" or larger. In addition, each motor patrol, truck and passenger-carrying vehicle shall be equipped with a double-bit axe or Pulaski, 3-1/2 pounds or larger.

Equipment shall be kept in a serviceable condition and shall be readily available.

c. Power Saws

Each gasoline power saw operator shall be equipped with a pressurized chemical fire extinguisher of not less than 8-ounce capacity by weight, and one long-handled round point shovel, size "0" or larger. The extinguisher shall be kept in possession of the saw operator at all times. The shovel shall be accessible to the operator within 1 minute.

d. Extinguishers

One refill for each type or one extra extinguisher sufficient to replace each size extinguisher required on equipment shall be safely stored in the fire tool box or other agreed upon place on the project area that is protected and readily available.

e. Spark Arresters and Mufflers

Each internal combustion engine shall be equipped with a spark arrester meeting either (1) USDA Forest Service Standard 5100-1a, or (2) appropriate Society of Automotive Engineers (SAE) recommended practice J335(b) and J350(a) as now or hereafter amended unless it is:

(1) Equipped with a turbine-driven exhaust supercharger such as the turbocharger. There shall be no exhaust bypass.

(2) A passenger-carrying vehicle or light truck, or medium truck up to 40,000 GVW, used on roads and equipped with a factory-designed muffler complete with baffles and an exhaust system in good working condition.

(3) A heavy duty truck, such as a dump or log truck, or other vehicle used for commercial hauling, used only on roads and equipped with a factory designed muffler and with a vertical stack exhaust system extending above the cab.

Exhaust equipment described in this subsection, including spark arresters and mufflers, shall be properly installed and constantly maintained in serviceable condition.

f. Emergency Fire Precautions

The Contractor shall restrict operations in accordance with the Industrial Fire Precaution Levels listed below. The Forest Service may change the Industrial Fire Precaution Levels to other values upon revision of the National Fire Danger Rating System and may change the specific Industrial Fire Precaution Levels when such changes are necessary for the protection of the National Forest. When sent to the Contractor, the revised Industrial Fire Precaution Levels will supersede the attached levels.

INDUSTRIAL FIRE PRECAUTIONS SCHEDULE

INDUSTRIAL FIRE PRECAUTION LEVEL (IFPL)

I. Closed season - Fire precaution requirements are in effect. A fire watch/security is required at this and all higher levels unless otherwise waived.

II. Partial hootowl - The following may operate only between the hours of 8 p.m. and 1 p.m., local time:
a. power saws, except at loading sites;
b. cable yarding;
c. blasting;
d. welding or cutting of metal.

III. Partial shutdown - The following shall be prohibited except as indicated:

Cable yarding - except that gravity operated logging systems employing non-motorized carriages may be operated between the hours of 8 p.m. and 1 p.m., local time, when all block and moving lines, except the line between the carriage and the chokers, are suspended 10 feet above the ground;

Power saws - except power saws may be used at loading sites and on tractor/skidder operations between the hours of 8 p.m. and 1 p.m., local time.

In addition, the following are permitted between the hours of 8 p.m. and 1 p.m., local time:

a. tractor/skidder operations;
b. mechanized loading and hauling of any product or material;
c. blasting;
d. welding or cutting of metal;
e. any other spark-emitting operation not specifically mentioned.

IV. General shutdown - All operations are prohibited.

The following definitions shall apply to these Industrial Fire Precaution Levels:

Cable yarding systems: A yarding system employing cables and winches in a fixed position.

Closed season (Fire Precautionary Period): That season of the year when a fire hazard exists as declared by the responsible agency official.

Contracting Officer: The person executing the contract, permit or license on behalf of the Government and includes that person's designated representative, acting within the limits of their authority or the duly appointed successor to the individuals.

Loading sites/woods site/project area: A place where any product or material (including but not limited to logs, firewood, slash, soil, rock, poles, posts, etc.) is placed in or upon a truck other vehicle.

Low hazard area: Means any area where the responsible agency representative (WDNR, ORF, BIA, BLM) determines the combination of elements reduces the probability of fire starting and/or spreading.

Tractor/skidder operations: include a harvesting operation, or portion of a harvesting operation, where tractors, skidders, or other harvesting equipment capable of constructing fireline, are actively yarding forest products and can quickly reach and effectively attack a fire start.

Waivers, written in advance, may be used for any and all activities. Activities for which waivers may be issued include, but are not limited to:

a. mechanized loading and hauling;
b. road maintenance such as sprinkling, graveling, grading and paving;
c. cable yarding using gravity systems or suspended lines and blocks, or other yarding systems where extra prevention measures will significantly reduce the risk of fire;
d. powers saws at loading sites or in felling and bucking where extra prevention measures will significantly reduce the risk of fire;
e. maintenance of equipment (other than metal cutting and welding) or improvements such as structures, fences and powerlines.

Such waiver, or substitute precautions will prescribe measures to be taken by the Contractor to reduce the risk of ignition, and/or the spread of fire. The Contracting Officer shall consider site specific weather factors, fuel conditions, and specific operations that result in less risk of fire ignition and/or spread than contemplated when precaution level was predicted. Consideration shall also be given to measures that reduce the precaution levels above. The Contractor shall assure that all conditions of such waivers or substitute precautions are met.

to the start of work, from the appropriate Ranger District headquarters. If predictions made after 6:00 p.m., local time, are significantly different than the original prediction, the Forest Service will inform the Contractor when changes in restrictions or industrial precautions are made.

NOTE: The IFPL system does not apply on lands protected by ODF east of the summit of the Cascades.

Where hauling involves transit through more than one shutdown/regulated use area, the precaution level at the woods loading site shall govern the level of haul restriction, unless otherwise prohibited by other than industrial precaution level system.

8. Fire Tools

The Contractor shall furnish serviceable fire fighting tools in a readily accessible fire tool box or compartment of sound construction with a hinged lid and hasp so arranged that the box can be secured or sealed. The box shall be red and marked "Fire Tools" in letters one inch high. It shall contain a minimum of:

a. 2 axes or Pulaskis with a 32-inch handle;

b. 3 adze eye hoes. One Pulaski may be substituted for 1 adze eye hoe;

c. 3 long-handled, round point shovels, size "0" or larger.

9. Fire Security

When the Industrial Fire Precautions Level is "I" or higher, unless a waiver is granted, the Contractor shall designate a person who shall perform fire security services listed below on the project area and vicinity. The designated person shall be capable of operating the Contractor's communications and fire fighting equipment specified in the contract, excluding helicopters, and of directing the activities of the Contractor's personnel on forest fires. In lieu of having the designated person perform the required supervisory duties, the Contractor may provide another person meeting the qualifications stated above to direct the activities of Contractor's personnel and equipment during all fire fighting activities.

Services described shall be for at least 1 hour from the time the Contractor's operations are shut down. For the purposes of this provision, personnel servicing equipment, and their vehicles, who are not engaged in cutting or welding metal are excluded.

Fire security services shall consist of moving throughout the operation area or areas constantly looking, reporting, and taking suppression action on any fires detected. Where possible, the designated person shall observe inaccessible portions of helicopter operating areas from vantage points within or adjacent to project area.

10. Blasting

Whenever the Industrial Fire Precaution Level is "II" or greater, a fire security person equipped with a long-handled, round point, No. "0" or larger, shovel, and a five-gallon backpack pump can filled with water will stay at location of blast for 1 hour after blasting is done. Blasting may be suspended by Forest Service in writing, in an area of high rate of spread and resistance to control.

Fuses shall not be used for blasting. Explosive cords shall not be used without written permission of Forest Service, which may specify conditions under which such explosives may be used and precautions to be taken.

11. Additional Fire Precautionary Measure 1 - Tank Truck

The Contractor shall provide a tank truck or trailer, containing not less than 300 gallons of water, during yarding, loading, land clearing, right-of-way clearing and mechanical treatment of slash. A tank truck or trailer will not be required if powersaw falling and bucking is the only operation. Such tank truck or trailer shall be maintained in a serviceable condition and located within 10 minutes, round trip, from each project area during fire period and closed season.

The tank truck or trailer shall be equipped with a pump capable of discharging 20 gallons of water per minute, using a 1/4 inch nozzle tip, through a 50 foot length of rubber line hose. In addition, 500 feet of serviceable fabric jacket rubber lined hose of not less than 1 inch outside diameter, fitted with a nozzle capable of discharging a straight stream of 1/4 inch diameter and a spray pattern shall be immediately available for use. The tank, pump and at least 250 feet of hose and nozzle shall be connected and ready for use at all times.

If a trailer is used, it shall be equipped with a hitch to facilitate prompt movement. A serviceable tow vehicle shall be immediately available for attachment to the trailer and must meet the time requirements stated above. Such truck or trailer shall be equipped to operate for a minimum of 8 hours. Tank truck or trailer shall be available from the start of work to the end of the Fire Watch / Fire Security service.

12. Additional Fire Precautionary Measure 2 – Communications

The Contractor shall provide adequate two-way communication facilities to report a fire to Forest Service within 15 minutes of detection. FCC Regulations prohibit commercial use of Citizen Band (CB) radios. (CB's are not considered adequate two-way communication).

Such communication shall be operable during periods of operation of power-driven equipment, including the time fire security is required.

Attachment No. 9

To: Successful Contractor

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

Contract No: L09PX0xxxx

Requesting Office: Eugene District BLM

Item Number(s): 1A, 1B, 1C, 1D, and 1E

Delivery Order No:

Solicitation No: L09PS00807

Delivery Order Date: August 27, 2009

Solicitation Date: July 27, 2009

****

Item No.	Description	Est. Qty		Total Price Amount
1A	Thinning Small Trees with Spacing Projects P-01 and P-14	79	AC	
1A	Thinning Small Trees with Spacing Projects P-06, P-07, and P-08	123	AC	
1B	Precommercial Thinning Project P-04	26	AC	
1C	Treating Existing Slash and Brush Templeton Road Salvage	6	AC	
1D	Treating Existing Brush and Small Trees Project See-Sil	48	AC	
1E	Mobilization	1	EA	

PERFORMANCE TIME: 146 Calendar Days (282 AC /2 = 141 + 5 = 146 Calendar Days)

ESTIMATED START WORK DATE: September 1, 2009

ATTACHMENT N0. 10 - SAMPLE USFS COST PROPOSAL/TASK ORDER

To: Prospective Offeror

From: Willamette National Forest
P.O. Box 10607
Eugene, OR 97440

Contract No: 52-04R4-4-XXXX Requesting Office: Middle Fork RD
Item: 1A, 1C and 1E Task Order No: MF-09xx

****

Item No.	Description	Qty.		Unit Price	Amount
1A	Thinning Small Trees with Spacing	100	AC	$_____	$_____
1C	Treating Existing Brush and Small Trees	50	AC	$_____	$_____
1E	Mobilization	1	EA		$_____
				TOTAL	$_____

START WORK DATE: September 1, 2009

PERFORMANCE TIME: 80 Calendar Days

Return this proposal to _____ at _____by_____.

Contractor's Attachments (include the following, if checked, when the signed cost proposal/task order is returned to the Government):
Progress Plan ___

Government's Attachments:

Activity Fuels Photos___ Specifications___ Road Logs___ Additional Equipment Cleaning___

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Accounting and Appropriation Data: All to Job Code BD0437
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_____
Name and Title of Contractor Contractor's Signature Date

_____
Contracting Officer Representative COR Signature Date

_____
Contracting Officer CO Signature Date