

AWARD DATA

Orders May Be Placed Through 1/27/2016

Fuels Management Services, Indefinite-Delivery, Indefinite-Quantity

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

BLM Contract No.: L11PC00009

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

Contractor: Grayback Forestry, Inc., P.O. Box 838, Merlin, Oregon 97532, 541-476-0033

For questions contact Jessica Clark at 503-808-6226

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT ID CODE	PAGE OF PAGES 1 2
2. AMENDMENT/MODIFICATION NO. 0001	3. EFFECTIVE DATE 02/16/2011	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. (If applicable)
6. ISSUED BY BLM OR-ST OFC PROC MGMT BR (OR952) 333 SW 1ST AVENUE PORTLAND OR 97204	CODE LHA	7. ADMINISTERED BY (If other than Item 6) BLM OR STATE OFC PROC MGMT-OR952 333 SW 1ST AVENUE PORTLAND OR 97204	CODE LHA
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) GRAYBACK FORESTRY, INC. Attn: ATTN GOVERNMENT POC P.O. BOX 838 BERLIN OR 97532-8802		(x) 9A. AMENDMENT OF SOLICITATION NO.	9B. DATED (SEE ITEM 11)
CODE 0070289321	FACILITY CODE	x 10A. MODIFICATION OF CONTRACT/ORDER NO. L11PC00009	10B. DATED (SEE ITEM 13) 01/28/2011

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 X	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. <u>Clause 52.212-1(c) Changes</u>
	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:
	D. OTHER (Specify type of modification and authority)

E. IMPORTANT: Contractor is not, is required to sign this document and return 1 copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)
Fuels Management Services, Indefinite-Delivery, Indefinite-Quantity, Medford District, Oregon is modified as follows :

- A. The attached copy of Amendment 4 to solicitation L11PS00012 is hereby added to the contract to include all changes through Amendment 4. The contract currently includes a version of Amendment 4 that is missing some updates made to that point.
- B. The escalation prices for all years is hereby attached.

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) <u>Michael L. Wheelock Pres</u>	16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Yuri Y Dyson
15B. CONTRACTOR/OFFEROR <u>[Signature]</u> (Signature of person authorized to sign)	16B. UNITED STATES OF AMERICA <u>[Signature]</u> (Signature of Contracting Officer)
15C. DATE SIGNED <u>3/10/11</u>	16C. DATE SIGNED <u>3/14/11</u>

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED
L11PC00009/0001

PAGE OF
2 2

NAME OF OFFEROR OR CONTRACTOR
GRAYBACK FORESTRY, INC.

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	Period of Performance: 01/28/2011 to 01/27/2016 PERIOD OF PERFORMANCE IS ESTIMATED.				

AMENDMENT OF SOLICITATION/MODIFICATION CONTRACT

1. CONTRACT ID CODE		PAGE OF PAGES 1 1	
2. AMENDMENT/MODIFICATION NO. 000004	3. EFFECTIVE DATE 12/07/2010	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. (If applicable)
6. ISSUED BY BLM OR-ST OFC PROC MGMT BR (OR952) 333 SW 1ST AVENUE PORTLAND OR 97204	CODE LHA	7. ADMINISTERED BY (If other than Item 6) BLM OR STATE OFC PROC MGMT-OR952 333 SW 1ST AVENUE PORTLAND OR 97204	CODE LHA

8. NAME AND ADDRESS OF CONTRACTOR (No. street, county, State and ZIP Code)	(X) 9A. AMENDMENT OF SOLICITATION NO. L11PS00012
	X 9B. DATED (SEE ITEM 11) 11/12/2010
	10A. MODIFICATION OF CONTRACT/ORDER NO.
	10B. DATED (SEE ITEM 13)
CODE	FACILITY CODE

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 1 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)

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:
	D. OTHER (Specify type of modification and authority)

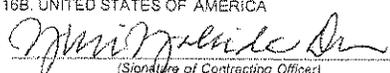
E. IMPORTANT: Contractor is not, is required to sign this document and return _____ copies to the issuing office.

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

Fuels Management Services, Indefinite-Delivery, Indefinite-Quantity, Medford District is amended as follows:

- See attached Amendment 4 version of the solicitation for clarifications on crew positions required for Items N5, N6 and N7 (changes are shown in bold).
- The due date for receipt of proposals is also changed to December 20, 2010 at 3:30 pm, local time.

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)	
		Yuri Y Dyson	
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA	16C. DATE SIGNED
(Signature of person authorized to sign)		 (Signature of Contracting Officer)	12/7/10

SECTION A (continued from SF 1449) – SCHEDULE OF ITEMS

“Grayback prices entered below as awarded under Contract L11PC00009.”

MANUAL FUELS MANAGEMENT SERVICES (IDIQ)
WITHIN THE SOUTHWESTERN OREGON AREA

This is a five-year indefinite-delivery, indefinite-quantity (IDIQ) contract for the hazardous fuel reduction treatment services specified, primarily on federal lands in southwestern Oregon. The quantities listed are the representative proportion of each difficulty level anticipated throughout the contract, for evaluation purposes only. In accordance with Department of the Interior and Related Agencies Appropriation Act, 2001, Public Law 106-291, Contracting Officers from the Bureau of Indian Affairs, Fish and Wildlife Service, National Park Service and USDA, Forest Service are hereby authorized to issue task orders against this contract. Offerors shall enter a unit price for each subitem 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. See Section D, Attachment 1, 7.4.0.

FIRST YEAR, FROM DATE OF AWARD THROUGH JULY 30, 2011

<u>Sub-item</u>	<u>Description/ Level of Difficulty</u>	<u>Est. Qty</u>	<u>Unit</u>	<u>Unit Price</u>	<u>Total Amount</u>
A	<u>Slashing</u>				
A1	Level I	10	AC	\$210.00	\$_____
A2	Level II	100	AC	\$300.00	\$_____
		TOTAL - SUBITEM A			\$_____
B	<u>Lop and Scatter</u>				
B1	Level I	10	AC	\$40.00	\$_____
		TOTAL - SUBITEM B			\$_____
C	<u>Pruning</u>				
C1	Level I	1	AC	\$130.00	\$_____
C2	Level II	10	AC	\$190.00	\$_____
		TOTAL - SUBITEM C			\$_____

SECTION A - SCHEDULE OF ITEMS (continued)

<u>Sub- item</u>	<u>Description/ Level of Difficulty</u>	<u>Est. Qty</u>	<u>Unit</u>	<u>Unit Price</u>	<u>Total Amount</u>
D	<u>Create Density Management Restoration Areas - Conifer Stands</u>				
D1	Level I	10	AC	\$325.00	\$_____
D2	Level II	100	AC	\$415.00	\$_____
		TOTAL - SUBITEM D			\$_____
E	<u>Create Density Management Restoration Areas - Woodland/Shrubland</u>				
E1	Level I	10	AC	\$375.00	\$_____
E2	Level II	100	AC	\$600.00	\$_____
		TOTAL - SUBITEM E			\$_____
F	<u>Hand Pile and Cover</u>				
F1	Level I	1	AC	\$275.00	\$_____
F2	Level II	10	AC	\$360.00	\$_____
F3	Level III	100	AC	\$485.00	\$_____
F4	Level IV	100	AC	\$590.00	\$_____
F5	Level V	100	AC	\$670.00	\$_____
F6	Level VI	10	AC	\$890.00	\$_____
F7	Level VII	1	AC	\$1300.00	\$_____
F8	Level VIII	1	AC	\$1550.00	\$_____
		TOTAL - SUBITEM F			\$_____

SECTION A - SCHEDULE OF ITEMS (continued)

<u>Sub- item</u>	<u>Description/ Level of Difficulty</u>	<u>Est. Qty</u>	<u>Unit</u>	<u>Unit Price</u>	<u>Total Amount</u>
PRESCRIBED BURNING OPERATIONS (G thru N)					
G	<u>Fireline Construction and Maintenance</u>				
G1	Level I	10	LF	\$.36	\$ _____
G2	Level II	100	LF	\$.68	\$ _____
		TOTAL - SUBITEM G			\$ _____
H	<u>Prescribed Fire Plan Preparation</u>				
H1	Level I (High Complexity)	1	EA	\$600.00	\$ _____
H2	Level II (Moderate Complexity)	100	EA	\$200.00	\$ _____
H3	Level III (Low Complexity)	10	EA	\$200.00	\$ _____
		TOTAL - SUBITEM H			\$ _____
I	<u>Fuels Pullback</u>				
I1	Level I	100	AC	\$25.00	\$ _____
I2	Level II	10	AC	\$60.00	\$ _____
		TOTAL - SUBITEM I			\$ _____
J	<u>Prescribed Burn and Mop-Up: Swamper Burning</u>				
J1	Level I	1	AC	\$370.00	\$ _____
J2	Level II	10	AC	\$420.00	\$ _____
J3	Level III	1	AC	\$750.00	\$ _____
		TOTAL - SUBITEM J			\$ _____

SECTION A - SCHEDULE OF ITEMS (continued)

<u>Sub- item</u>	<u>Description/ Level of Difficulty</u>	<u>Est. Qty</u>	<u>Unit</u>	<u>Unit Price</u>	<u>Total Amount</u>
K	<u>Prescribed Burn and Mop-Up: Broadcast and Understory Burn</u>				
K1	Level I	1	AC	\$250.00	\$_____
K2	Level II	100	AC	\$150.00	\$_____
K3	Level III	10	AC	\$120.00	\$_____
K4	Level IV	1	AC	\$80.00	\$_____
K5	Level V	1	AC	\$410.00	\$_____
K6	Level VI	100	AC	\$300.00	\$_____
K7	Level VII	10	AC	\$250.00	\$_____
K8	Level VIII	1	AC	\$200.00	\$_____
K9	Level IX	10	AC	\$775.00	\$_____
K10	Level X	100	AC	\$400.00	\$_____
K11	Level XI	10	AC	\$350.00	\$_____
K12	Level XII	1	AC	\$290.00	\$_____
TOTAL - SUBITEM K					\$_____
L	<u>Prescribed Burn: Broadcast and Understory Burn</u>				
L1	Level I	1	AC	\$155.00	\$_____
L2	Level II	100	AC	\$90.00	\$_____
L3	Level III	10	AC	\$70.00	\$_____
L4	Level IV	1	AC	\$65.00	\$_____

SECTION A - SCHEDULE OF ITEMS (continued)

<u>Sub- item</u>	<u>Description/ Level of Difficulty</u>	<u>Est. Qty</u>	<u>Unit</u>	<u>Unit Price</u>	<u>Total Amount</u>
L5	Level V	1	AC	\$270.00	\$_____
L6	Level VI	100	AC	\$145.00	\$_____
L7	Level VII	10	AC	\$130.00	\$_____
L8	Level VIII	1	AC	\$120.00	\$_____
L9	Level IX	10	AC	\$580.00	\$_____
L10	Level X	100	AC	\$325.00	\$_____
L11	Level XI	10	AC	\$280.00	\$_____
L12	Level XII	1	AC	\$240.00	\$_____
TOTAL - SUBITEM L					\$_____
M	<u>Prescribed Burn and Mop-Up: Hand Pile Burn</u>				
M1	Level I	1	AC	\$35.00	\$_____
M2	Level II	10	AC	\$40.00	\$_____
M3	Level III	100	AC	\$52.00	\$_____
M4	Level IV	100	AC	\$62.00	\$_____
M5	Level V	100	AC	\$72.00	\$_____
M6	Level VI	10	AC	\$90.00	\$_____
M7	Level VII	1	AC	\$120.00	\$_____
M8	Level VIII	1	AC	\$155.00	\$_____
TOTAL - SUBITEM M					\$_____

SECTION A - SCHEDULE OF ITEMS (continued)

<u>Sub- item</u>	<u>Description/ Level of Difficulty</u>	<u>Est. Qty</u>	<u>Unit</u>	<u>Unit Price</u>	<u>Total Amount</u>
N	<u>Prescribed Fire Modules</u>				
N1	Level I: 2-person crew module	1	DR	\$550.00	\$_____
N2	Level II: 1 engine + 2 people	10	DR	\$820.00	\$_____
N3	Level III: 5-person crew module	100	DR	\$1200.00	\$_____
N4	Level IV: Engine + 2+2-person crew module	100	DR	\$1300.00	\$_____
N5	Level V: Engine + 5-person crew Module	10	DR	\$2160.00	\$_____
N6	Level VI: Engine + 2-person crew module + water delivery system	100	DR	\$1750.00	\$_____
N7	Level VII: Engine + 5-person crew + water delivery system	10	DR	\$2750.00	\$_____
N8	Level VIII: 1 person + water delivery system	100	DR	\$475.00	\$_____
N9	Level IX: Water Tender Module	1	DR	\$1050.00	\$_____
N10	Snag/Tree Felling (2-Person Team)	100	TH	\$85.00	\$_____
N11	Five-Person Chainsaw Crew	10	DR	\$1760.00	\$_____
N12	Tractor Operations	10	HR	\$105.00	\$_____
N13	Prescribed Fire Overhead	10	DR	\$350.00	\$_____
TOTAL - SUBITEM N					\$_____
YEAR 1 GRAND TOTAL (ALL OR NONE)					\$_____

SECTION A - SCHEDULE OF ITEMS (continued)

AC = Acre EA = Each HR = Hour Qty = Quantity
DR = Daily Rate Est = Estimated LF = Linear Foot TH = Team Hour

THIS PROCUREMENT IS SET ASIDE FOR SMALL BUSINESS CONCERNS.

ADDENDA TO STANDARD FORM 1449

Block 18b: Submit invoices to the COR's attention at:

BLM OC622 - Payments Section
Denver Federal Center, Bldg. 50
PO Box 25047
Denver, CO 80225

Block 27: The full text of a clause or provision may be accessed electronically at
<http://www.arnet.gov/far/>

ACCESS PRICE ADJUSTMENT - ALL SUBITEMS EXCEPT N1 through N13 - Additional compensation will be provided based on access to the geographic center of each project site. If the geographic center does not fall within the unit boundary, access will be measured from the nearest Government-provided access road (includes private property) to the closest point of the unit boundary. The additional compensation will be a percentage of the total price for each unit, excluding subitems N1 through N13. Government-provided measurements will be determined using GIS data by the Government from the nearest access road based on horizontal distance. The access price adjustment is based on the following distance ranges:

0.00 - 0.5 mile	No additional compensation
0.5 - 1.0 mile	10 %
1.0 - 1.5 miles	15 %
1.5 -2.0 miles	20 %
2.1+ miles	25 %

ANNUAL ECONOMIC PRICE ADJUSTMENT

Offerors wishing to propose revised prices in successive years shall state in the spaces below the economic price adjustment percentages to be used by the Government to compute future year prices, to be effective for the second, third, fourth and fifth years. For instance, a 3% economic price adjustment factor is shown as 3% (rather than 103% or 1.03). Note that the economic price adjustment percentage can be either negative or positive. The factors stated will be compounded annually. If no percentage is entered, future year prices will be the same as base year prices.

SECTION A - SCHEDULE OF ITEMS (continued)

Offeror's economic price adjustment percentage(s):

2nd Year 1.5%
3rd Year 1.5%
4th Year 1.5%
5th Year 1.5%

The levels of difficulty for all Subitems are listed in the Statement of Work in Section D, Attachment 1. The levels of difficulty of the units in the Sample Task Order (See Section D, Attachment 6) establish the rating standards for additional orders. Unlisted units may be ordered, at which time a difficulty rating will be assigned based on the rating standards. Maps will be provided.

MINIMUM GUARANTEE

The minimum guarantee under each contract awarded will be the Contractor's maximum order limitation up to a maximum of \$50,000 (even if the contractor's maximum order limitation is higher).

MAXIMUM ORDER LIMITATION

The Contractor's maximum order limitation is \$5,000,000.00 (Insert order limitation. Maximum is \$100,000 if no amount is shown.). After award, task orders may be placed by the Government. All task orders will be placed no later than five years after contract award. The date of the order placed by the Government will determine the prices for each year as specified above. The total value of all task orders of all awarded contracts will not exceed \$20,000,000.

The Contractor may limit the maximum dollar value of task orders it is willing to accept from all ordering offices within a 30-calendar day period. The Contractor's maximum order limitation for a 30-calendar day period is \$5,000,000.00 (Insert order limitation. Maximum is \$250,000 if no amount is shown.) The maximum order limitation is further limited under Subitem H and Subitems J through M by the number of personnel offered as burn bosses, and under Subitem N by the amount of equipment, as offered in the technical proposal.

PERFORMANCE TIME

The Contractor will be allowed 14 calendar days plus one calendar day for each \$1,000 in task order value, except that 365 calendar days will be allowed for each unit containing Subitems J, K, L, M and N. Performance time will be extended if the units do not come into prescription

SECTION A - SCHEDULE OF ITEMS (continued)

during the 365-day period, in which case an additional 365 calendar days will be allowed. See Section D, Attachment 1, 7.2.0 and 7.3.0.

ESTIMATED START WORK DATE: **January 17, 2011**

EVALUATION FOR AWARD

For evaluation purposes only, award will be made on an all or none basis based on the total of the base year for each subitem to include all levels, plus the economic price adjustment percentages for the four additional years. Task orders will be placed based on price and past performance, including the Contractor's plan to hire locally.

The Government may elect to make single or multiple task order contract awards to two or more sources under this solicitation 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. Proposal preparation instructions and award evaluation factors are described in these provisions.

Refer to Section C, Clauses for Ordering Information and Insurance Requirements:

- 52.216-18 Ordering
- 52.216-19 Task Order Limitations
- 52.216-22 Indefinite Quantity
- 1452.228-70 Liability Insurance (NOTE: Liability Insurance is required)

PRE-PROPOSAL CONFERENCE & TOUR: A pre-proposal conference will be held at 8 am, Tuesday, November 23rd, 2010 at the BLM Medford Interagency Office, 3040 Biddle Road, Medford, OR. in Oregon Room A. A tour of selected sites will be held after the conference. See Section E, Site Visit clause, FAR 52.237-1.

C. CONTRACT CLAUSES

52.252-2 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: <http://www.acquisition.gov/comp/far/index.htm> and
Department of the Interior Clauses: <http://www.doi.gov/pam/1452-3.html>

CLAUSES INCORPORATED BY REFERENCE

Clause	Title	Date
52.203-3	Gratuities	April 1984
52.203-12	Limitation on Payments to Influence Certain Federal Transactions	September 2007
52.204-4	Printed or Copied Double-Sided on Recycled Paper	August 2000
52.209-6	Protecting the Government's Interest When Subcontracting With Contractors Debarred, Suspended, or Proposed for Debarment	September 2006
52.242-13	Bankruptcy	July 1995
52.242-14	Suspension of Work	April 1984
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

52.211-18 VARIATION IN ESTIMATED QUANTITY (APR 1984)

If the quantity of a unit-priced item in this contract is an estimated quantity and the actual quantity of the unit-priced item varies more than 15 percent above or below the estimated quantity, an equitable adjustment in the contract price shall be made upon demand of either party. The equitable adjustment shall be based upon any increase or decrease in costs due solely to the variation above 115 percent or below 85 percent of the estimated quantity. If the quantity variation is such as to cause an increase in the time necessary for completion, the Contractor may request, in writing, an extension of time, to be received by the Contracting Officer within ten (10) days from the beginning of the delay, or within such further period as may be granted by the Contracting Officer before the date of final settlement of the contract. Upon the receipt of a written request for an extension, the Contracting Officer shall ascertain the facts and make an adjustment for extending the completion date as, in the judgment of the Contracting Officer, is justified.

52.212-4 CONTRACT TERMS AND CONDITIONS ---
COMMERCIAL ITEMS

(JUNE 2010)

(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.

(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 13151.

(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 as 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; 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 FAR 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; and (C) agree in writing to the timeline and procedures specified by the responsible Contracting Officer.

The Contractor must provide with the notification sufficient documentation to support the legally changed name.

(ii) If the Contractor fails to comply with the requirements of paragraph (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 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.

Addendum to 52.212-4(a), Contract Terms and Conditions--Commercial Items, regarding Inspection/Acceptance procedures:

(Contract Specialist to fill in any additional inspection/acceptance procedures.)

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

(OCT 2010)

(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)).

Alternate I (Aug 2007) of 52.222-50 (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:

[Contracting Officer check as appropriate.]

(1) 52.203-6, Restrictions on Subcontractor Sales to the Government (Sept 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 (Apr 2010) (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 (June 2010) (Section 1553 of Pub. L. 111-5). (Applies to contracts funded by the American Recovery and Reinvestment Act of 2009.)

(4) 52.204-10, Reporting Executive Compensation and First-Tier Subcontract Awards (Jul 2010) (Pub. L. 109-282) (31 U.S.C. 6101 note).

(5) 52.204-11, American Recovery and Reinvestment Act—Reporting Requirements (Jul 2010) (Pub. L. 111-5).

(6) 52.219-3, Notice of Total HUBZone Set-Aside (Jan 1999) (15 U.S.C. 657a).

(7) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (July 2005) (if the offeror elects to waive the preference, it shall so indicate in its offer) (15 U.S.C. 657a).

(8) [Reserved]

(9)(i) 52.219-6, Notice of Total Small Business Set-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.

(10)(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 (11) 52.219-8, Utilization of Small Business Concerns (May 2004) (15 U.S.C. 637(d)(2) and (3)).
- X (12)(i) 52.219-9, Small Business Subcontracting Plan (Oct 2010) (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.
- ___ (iv) Alternate III (Jul 2010) of 52.219-9.
- X (13) 52.219-14, Limitations on Subcontracting (Dec 1996) (15 U.S.C. 637(a)(14)).
- X (14) 52.219-16, Liquidated Damages—Subcontracting Plan (Jan 1999) (15 U.S.C. 637(d)(4)(F)(i)).
- ___ (15)(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.
- ___ (16) 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).
- ___ (17) 52.219-26, Small Disadvantaged Business Participation Program—Incentive Subcontracting (Oct 2000) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).
- ___ (18) 52.219-27, Notice of Total Service-Disabled Veteran-Owned Small Business Set-Aside (May 2004) (15 U.S.C. 657 f).
- X (19) 52.219-28, Post Award Small Business Program Rerepresentation (Apr 2009) (15 U.S.C. 632(a)(2)).
- X (20) 52.222-3, Convict Labor (June 2003) (E.O. 11755).
- ___ (21) 52.222-19, Child Labor—Cooperation with Authorities and Remedies (Jul 2010) (E.O. 13126).
- X (22) 52.222-21, Prohibition of Segregated Facilities (Feb 1999).

- (23) 52.222-26, Equal Opportunity (Mar 2007) (E.O. 11246).
- (24) 52.222-35, Equal Opportunity for Veterans (Sep 2010)(38 U.S.C. 4212).
- (25) 52.222-36, Affirmative Action for Workers with Disabilities (Oct 2010) (29 U.S.C. 793).
- (26) 52.222-37, Employment Reports on Veterans, (Sep 2010) (38 U.S.C. 4212).
- (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) 52.223-18, Contractor Policy to Ban Text Messaging While Driving (Sep 2010) (E.O. 13513).
- (32) 52.225-1, Buy American Act—Supplies (Feb 2009) (41 U.S.C. 10a-10d).
- (33)(i) 52.225-3, Buy American Act—Free Trade Agreements—Israeli Trade Act (June 2009) (41 U.S.C. 10a-10d, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note, 19 U.S.C. 3805 note, Pub. L. 108-77, 108-78, 108-286, 108-302, 109-53, 109-169, 109-283, and 110-138).
- (ii) Alternate I (Jan 2004) of 52.225-3.
- (iii) Alternate II (Jan 2004) of 52.225-3.
- (34) 52.225-5, Trade Agreements (Aug 2009) (19 U.S.C. 2501, et seq., 19 U.S.C. 3301 note).

(35) 52.225-13, Restrictions on Certain Foreign Purchases (June 2008) (E.O.'s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).

(36) 52.226-4, Notice of Disaster or Emergency Area Set-Aside (Nov 2007) (42 U.S.C. 5150).

(37) 52.226-5, Restrictions on Subcontracting Outside Disaster or Emergency Area (Nov 2007) (42 U.S.C. 5150).

(38) 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)).

(39) 52.232-30, Installment Payments for Commercial Items (Oct 1995) (41 U.S.C. 255(f), 10 U.S.C. 2307(f)).

(40) 52.232-33, Payment by Electronic Funds Transfer—Central Contractor Registration (Oct 2003) (31 U.S.C. 3332).

(41) 52.232-34, Payment by Electronic Funds Transfer—Other than Central Contractor Registration (May 1999) (31 U.S.C. 3332).

(42) 52.232-36, Payment by Third Party (Feb 2010) (31 U.S.C. 3332).

(43) 52.239-1, Privacy or Security Safeguards (Aug 1996) (5 U.S.C. 552a).

(44)(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:

[Contracting Officer check as appropriate.]

(1) 52.222-41, Service Contract Act of 1965 (Nov 2007) (41 U.S.C. 351, et seq.).

(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.).

(3) 52.222-43, Fair Labor Standards Act and Service Contract Act—Price Adjustment (Multiple Year and Option Contracts) (Sep 2009) (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 (Sep 2009) (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) (41 351, 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 (Sept 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 this paragraph (e)(1) 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 (Apr 2010) (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 \$650,000 (\$1.5 million for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.
- (iii) [Reserved]
- (iv) 52.222-26, Equal Opportunity (Mar 2007) (E.O. 11246).
- (v) 52.222-35, Equal Opportunity for Veterans (Sep 2010) (38 U.S.C. 4212).
- (vi) 52.222-36, Affirmative Action for Workers with Disabilities (Oct 2010) (29 U.S.C. 793).
- (vii) [Reserved]
- (viii) 52.222-41, Service Contract Act of 1965 (Nov 2007) (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 from contract award through five years from the date of 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, by facsimile, or by electronic commerce methods only if authorized in the Schedule.

52.216-19 ORDER LIMITATIONS (OCT 1995)

a) *Minimum order.* When the Government requires supplies or services covered by this contract in an amount of less than \$10,000, the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.

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

(1) Any order for a single item in excess of (See Schedule of Items);

(2) Any order for a combination of items in excess of (See Schedule of Items); or

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

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

(d) Notwithstanding paragraphs (b) and (c) of this section, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within 30 days after issuance, with written notice stating the Contractor's intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

52.216-22 INDEFINITE QUANTITY (OCT 1995)

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

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

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

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

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:

\$500,000 each person
\$500,000 each occurrence
\$500,000 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.

1452.237-71 UTILIZATION OF WOODY BIOMASS

1. The contractor may remove and utilize woody biomass if:

- (a) Project work is progressing as scheduled; and
- (b) Removal is completed before contract expiration.

2. To execute this option, the contractor must submit a written request to the Government.

3. Following receipt of the written request, and if appropriate, the Government and the contractor will negotiate and execute a separate timber/ vegetative sales contract. Payment under the timber/ vegetative sale contract must be at a price equal to or greater than the appraised value of the woody biomass. The contractor must make any appropriate payment specified in the related timber/ vegetative sales contract before removal may be authorized.

4. If required by law, regulation or Bureau policy, the Government will prepare a timber/ vegetative sales notice and/or prospectus, including volume estimates, appraised value and any appropriate special provisions.

5. The contractor must treat any woody biomass not removed in accordance with the specifications in the service contract.

6. The sales contract and service contract are severable; default or termination under either contract does not remove the contractor from payment or performance obligations under the other contract.

7. Definitions:

Timber/vegetative sales contract and/or notice means the agency-specific authorized contract instrument for the sale, barter, exchange, billing, or other compensation for the payment, removal, and/or transportation of woody biomass material.

Woody biomass means the trees and woody plants, including limbs, tops, needles, leaves, and other woody parts, grown in a forest, woodland, or rangeland environment, that are the by-products of management, restoration and/or hazardous fuel reduction treatment.

SECTION D - CONTRACT DOCUMENTS, EXHIBITS OR ATTACHMENTS

- Attachment 1 Statement of Work
- Attachment 2 Classification and Wages of Government Employees (For Comparison Only)
- Attachment 3 Wage Determination No: 1977-0079
- Attachment 4 Prescribed Fire Plan – Table of Contents & blank copy (Attached separately)
- Attachment 5 Vicinity Maps (Attached separately)
- Attachment 6 Sample Task Order with maps and treatment prescriptions (Attached separately)
- Attachment 7 Fire Requirements Procedures Outline
- Attachment 8 Prescribed Fire Complexity Rating System Guide (Attached separately)

ATTACHMENT 1 - DESCRIPTION/SPECIFICATION/WORK STATEMENT

1.0 GENERAL

1.1 Introduction - This project requires fuels management services to treat vegetation to reduce the risk of wildland fires.

1.2 Background - Project areas are reforestation areas, natural and managed stands of timber woodlands, shrubfields, or grass areas of all ages, size, and species. Fuels will consist of harvest activity slash and natural fuels, live fuels, piled fuels and slashed shrubs and trees. Fuel loadings range from less than ½ ton per acre to as high as 100 tons or more per acre. Treatments such as brushing, piling, fuel hazard modification, and prescribed fire have been shown to reduce the risk of wildland fire and the severity of fires that do occur. It is the objective of this contract to treat fuels present on identified units to reduce fuel loading and optimize the treatment of those fuels to the most effective burning period.

1.3 Scope - The services in this contract are designed to provide for wildfire hazard reduction, prescribed burning and mop-up, and related services. This contract requires vegetation manipulation, burn unit preparation, prescribed burning and mop-up in compliance with its terms, specifications and provisions. This includes the Contractor formulating and preparing written burn plans for submission and approval by the Contracting Officer's Representative (COR); determining when specific burn units are within prescription parameters through field checks of fuel moisture percentages; providing all required crew members, supervision and making all prescribed burn operational decisions ranging from determining that site specific unit conditions are within approved burn plan parameters, through ignition and holding operations, mop-up and patrol until released by the COR. This includes furnishing labor, supervision, transportation, operating supplies, and incidentals to perform all work necessary to conduct slashing, lop and scatter, pruning, density management area construction, hand piling and cover, prescribed fire plan preparation, fireline construction and maintenance, fuels pullback, prescribed burning and mop-up, additional mop-up, snag felling, roadblock removal/restoration. Supervision for prescribed burning requires a qualified burn boss, firing boss, and holding boss for the complexity level of each burn. Standard classifications of positions on fire projects are defined in the National Wildfire Coordinating Group Wildland Fire Qualifications Subsystem Guide (PMS 310-1, NFES 1414) which is available under "Qualifications" at the following website: <http://www.nwecg.gov>.

1.4 Location of Project Areas -The work will be performed primarily in southern Oregon within a radius of **3 hours** travel time from the city limits of Medford and Grants

Pass. The specific location of sample projects are shown on the maps located in Attachment 6.

- 1.5 Boundaries of Project Areas - The project areas are generally identifiable as logged units, by changes in vegetation, roads, or flagging. The boundaries can be adjacent timber stands, recent harvest units, property line boundaries, or other natural or manmade features that clearly define the boundary as noted on the project area maps.
- 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 Contractors accessing project areas via private land shall obtain permission to travel over private lands unless the Government has already obtained access from the private land. Otherwise, the Contractor shall provide the Government a written statement or written documentation of verbal approval given by a named person on a stated date and time that the contractor has been granted permission to travel over private lands.
 - 1.6.3 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 unless other arrangements are approved by the COR.
 - 1.6.4 A key for access to locked gates may be supplied to the Contractor at issuance of a task order. Supplying the Contractor a key for access is at the discretion of the COR. The key shall be returned to the COR in a usable condition before final payment is made. The Contractor will be charged \$30.00 for each key lost or returned in an unusable condition.
 - 1.6.5 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.
- 1.7 Unique Features of Project Areas - Standing timber, wildlife trees and snags may be present within the project sites. Research plots or special protection buffers may be located within the project boundaries. These may have seasonal restrictions on operations, and can not be disturbed during project treatments.
- 1.8 Wildfire Guidelines and Procedure - If, in the judgment of the COR, a slopover that occurs during ignition or mop-up cannot be contained with the personnel and equipment identified in the Countermeasures for Slopover element of the Prescribed Fire Plan, the COR will declare a wildland fire (see definition of wildland fire).

Under this condition, the Contractor shall take immediate action to control, suppress and mop up the escaped fire. The Contractor and crew(s) shall work under the direct supervision of the Government and continue working until released by the Government. The Contractor's personnel will be paid at the applicable firefighting rates paid by the Government. The COR will notify the responsible dispatch center and procedures specified in the Escapement Plan shall be implemented.

1.9 Smoke Management Clearance for Burning and/or Mop-up

1.9.1 The Government will provide smoke management clearance according to each agency's policy and procedures in accordance with the Oregon Smoke Management Plan. Clearance is dependent upon weather conditions. Weather conditions and number of units receiving burn clearance vary from season to season. The Government may not provide clearance for all units requested due to these reasons. Government agencies in southwestern Oregon support the effort to reduce problems in smoke sensitive areas, and agencies will not authorize prescribed burning when local conditions will not allow adequate smoke dispersion. The COR will determine when local conditions will prohibit burning.

1.9.2 It will be at the Government's option which units are ignited on any day(s) due to existing suppression contingencies, priorities of individual units, and smoke management.

1.10 Contractor Liability - ORS Chapter 477 will apply to all Contractor operations except prescribed burning. For prescribed fire, the Contractor shall be liable for suppression cost and resource damages only as a result of failure to follow the approved Prescribed Fire Plan.

1.11 Sequence of Work - The sequence of work in each task order may be determined in whole or part by the Government at the time of task order issue or at pre-work conference, and may be subject to change. The Contractor shall keep the COR or project inspector (PI) informed of crew(s) location(s). The Contractor shall contact the COR or PI when units are completed and when new units are begun.

1.12 Special Requirements

1.12.1 In order to comply with U.S. Fish and Wildlife Service Biological Opinions the following restrictions shall apply if the Government detects Murrelet or Spotted Owl activity or nesting within or adjacent to the project area.

- a. Murrelets - For projects within the thirty-five mile Murrelet zone, work activities above ambient noise levels occurring within 0.25 mile of unsurveyed suitable

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

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

1.12.2 Port-Orford Cedar

- a. In project areas where Port-Orford Cedar (POC) is present as stated in each applicable task order, sequential treatment of the areas shall take place so that areas that are uninfected and free of the pathogen *Phytophthora lateralis* (*Pl*) shall be treated first, and infected areas treated last. Areas will be surveyed by the Government prior to treatment to determine presence or absence of *Pl* and determine sequence to follow for treatment.
- b. Access and egress routes and parking locations will be determined by the COR for all POC projects areas (areas having POC) and *Pl* areas (areas having POC and *Pl*).
- c. Operations in POC and *Pl* areas will be confined to dry season from June 15 to October 15 except during rain events when water forms puddles in the roads or is running in ditch lines, unless otherwise authorized by the COR.
- d. When treatments must occur during the rainy season or during rain events defined as when water forms puddles on the road, and access by vehicular traffic is required, the following guidelines shall be followed to prevent introduction of the pathogen to non-infected areas. If the vehicle, by visual examination by either the Contractor or the Government, has clods of mud or organic material present, then the vehicle shall require washing and removal of the mud or organic material before entering a POC area. Entry into the area will not be allowed until this measure is followed. Prior to departure from a *Pl* area, the vehicle shall be washed and free of dirt or organic material upon leaving the treatment area.

2.0 DEFINITIONS

Accessible - Road access to a unit. Unit will be considered accessible when Government-provided road access is within 1/2 mile of the unit.

Allowable Area - An area identified by the Government in the Prescribed Fire Plan where a fire outside the planned project perimeter will not be declared a wildland fire until it exceeds specified criteria, exceeds a stated target size or threatens the boundary of the allowable area. In such cases an escape does not need to be declared until the criteria in the Prescribed Fire Plan have been exceeded.

BEHAVE - Electronic fire spread model to determine flame length, rate of spread, heat per unit area, and fire line intensity.

Berm - An outer border of the fire control line.

Brush (or shrub) - See definition for shrub.

Broadcast Burning - Prescribed burning done within defined boundaries for reduction of fuel hazard and to meet resource management objectives.

Burn out - Setting fire inside a control line to consume fuel between the edge of the fire and the control line.

Burn Plan - Commonly used term for the Prescribed Fire Plan.

Clump - Single tree and/or shrub with multiple stems originating from one bole or root collar.

Complexity of Prescribed Fire Projects - The Government will evaluate and rate prescribed burn complexity based on the Prescribed Fire Complexity Rating System Guide (Attachment 8). The Guide considers three fire complexity factors: risk, potential consequences, and technical difficulty. Fourteen elements are assigned a Low, Moderate, or High complexity rating for each factor and a summary complexity is determined. Complexity and Level of Difficulty are not synonymous. Burn complexity is one of several factors that influence Levels of Difficulty. A highly complex burn may not be a highly rated Level of Difficulty. All prescribed fire projects rated as complex shall require a prescribed fire burn boss rated as RXB1 and an ignition specialist rated as RXI1.

Contingency Plan - Identification of actions to be taken if the fire exceeds prescription parameters and/or escapes perimeter lines and cannot be returned to prescription or contained with the resources identified in the Prescribed Fire Plan.

Control Line (fireline) - An inclusive term for all constructed or natural barriers and treated fire edges used to control a fire.

Crew Member - The individual responsible for performing field work aspects of this contract for non-prescribed fire activities including fireline construction, slashing and hand piling which usually involves the use of hand tools.

Crew Supervisor - A crew member who provides direction and supervision to fellow crew members during burn unit preparation or wildfire hazard reduction treatments. Is responsible for work accomplishment and performance in accordance with the requirements of the contract.

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

Cup Trench - A trench constructed on the outer edge of the undercut line, deep enough to catch rolling embers and cones on steep slopes.

DBH - Diameter measured at breast height, 4.5 feet above ground on the uphill side if the tree.

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

Engine - Self-propelled unit equipped with a suitable tank, pump, hose, nozzle, plus other accessories necessary to be a well-equipped independent unit, including minimum required hose and hand tools for fire protection.

FBPS Fuel Models - There are 13 fuel models used for estimating fire behavior as described by Anderson H.E., Aids to Determining Fuel Models For Estimating Fire Behavior, GTR INT-122/NFES 1574, April 1982

Firefighter 2 - FFT2 and Crew Boss - CRWB - Standard classifications of positions on fire projects as defined in the Wildland Fire Qualifications Subsystem Guide published by the National Wildfire Coordinating Group, Publication Numbers PMS 310-1 and NFES 1414. Available under "Qualifications" at the following website: <http://www.nwccg.gov>.

Fireline - See control line.

Firing - The intentional setting of fires to fuels during the ignition phase of prescribed burning.

Firing Boss - See Ignition Specialist.

Flank Lines - A fire control line constructed on the side of the unit (running across contours, i.e. up or down the slope).

Hardwood - A broad-leaved tree which usually has a single well-defined trunk and/or is capable of attaining a height greater than 20 feet. Certain sprouting hardwood species may be in the form of multi-stemmed clumps. Both mature trees and young regeneration currently less 20 feet in height are considered hardwoods. Species includes, but is not limited to, canyon live oak, chinkapin, bigleaf maple, madrone, tanoak and oak species.

Hazard - The existence of a fuel complex that constitutes a threat of wildfire ignition, unacceptable fire behavior and severity, or suppression difficulty.

Hazard Reduction - The planned treatment or manipulation of naturally growing vegetation or any other flammable material for the purpose of reducing rate of spread and output of heat energy from any wildfire occurring in the area treated.

Head Fire - A fire front spreading or set to spread with the wind or upslope.

Holding - Actions required to contain the fire within the natural or constructed fireline and prevent escapes and slopovers.

Holding Specialist - Formerly known as Holding Boss. The individual who provides direction to those personnel responsible for holding the line during the ignition and cool down period(s). Required individual qualifications are identified in the Prescribed Fire Plan and are based on the complexity of the burn.

Ignition - Fire started by hand, aerial, or other means.

Ignition Specialist (RXI1/RXI2) - Currently known as Firing or Lighting Boss. Prescribed Fire Ignition Specialist provides direction to lighting crew during ignition of the unit. Standard classifications of positions on fire projects as defined in the Wildland Fire Qualifications Subsystem Guide published by the National Wildfire Coordinating Group, Publication Numbers PMS 310-1 and NFES 1414. Available under "Qualifications" at the following website:
<http://www.nwecg.gov/teams/pmswt/pms.htm>

Infrared (IR) Scan - A procedure that locates hot areas through hand held devices (probeye, Palm IR) and/or IR photography.

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

Jackpot Burn - Burning jackpot fuels at a time or conditions that won't allow the fire to spread from the target area.

Ladder Fuels - Fuels that provide vertical continuity between the ground and the tree crowns, thus creating a pathway for surface fire to move into the overstory tree crowns.

Lateral Lines - Hose lays that provide water delivery off of the trunk or main line.

Leave Group - Multiple trees and/or shrubs selected according to the Item and/or task order specifications not to be slashed or cut within a designated area. Group would be defined by written instructions in task order.

Leave Trees or Shrubs or Leave Vegetation - Vegetation selected according to the Item and/or task order specifications not to be slashed or cut. May include conifers, hardwoods, shrubs, or clumps.

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

Mainline - A hose lay which provides transportation of water from the source to lateral lines.

Maximum Management Area - See Allowable Area.

Mobilization - The act of delivering all ordered personnel and equipment to the project area.

Mop-up - To locate and physically extinguish by the efficient use of water, dirt, chemical agents, or any combination thereof, all burning, smoldering, or burned material.

Mop-Up Boss - The individual who provides direction to those personnel responsible for extinguishing the fire after ignition and holding are completed and until the COR accepts the unit.

Percent Cover - Portion of the project area beneath the dripline of vegetation to be cut as seen from an aerial photo type of view. Does not include reserve vegetation.

Prescribed Fire - Controlled application of fire to wildland fuels in either their natural or modified state, under specified environmental conditions which allow the fire to be confined to a predetermined area and at the same time to produce the intensity of heat and rate of spread required to attain planned resource management objectives.

Prescribed Fire Burn Boss 1, 2, or 3 (RXB1, RXB2, or RXB3) - Is responsible for the organizing and management of all personnel and equipment on the burn project and for meeting prescribed burn objectives. Standard classifications of positions on fire projects are defined in the National Wildfire Coordinating Group Wildland Fire Qualifications Subsystem Guide (PMS 310-1, NFES 1414). Available under "Qualifications" at the following website: <http://www.nwccg.gov>.

Prescribed Fire Crew Member (FFT2 - Firefighter) - The individual responsible for performing prescribed fire-related aspects of this contract such as ignition, holding and mop-up.

Prescribed Fire Plan - Also called the Burn Plan. This is a written plan which includes burn area description, resource and prescribed fire objectives, fuels description, weather and fuel parameters, acceptable fire behavior, smoke management and other considerations, ignition schedule, ignition and holding plan, safety considerations, workforce and equipment needs, unit maps, escape contingency plan, crew briefing and go/no go checklist, and the complexity rating of the burn project. The plan shall be reviewed and approved prior to implementation. The approved plan constitutes the authority to burn, subject to paragraphs 1.9, 1.10, 1.11, and 1.12.

Project Area - The area being treated as identified by the task order.

Reburn - Open flames that develop after the ignition phase in fuels that have previously ignited.

Reserved Vegetation or Reserved Areas - Species of vegetation, vegetation size limits, locations, or all within a project area that are reserved from treatment. Reserve vegetation, vegetation size limits or areas can be designated by the Government with marking (paint, flagging, or sign), by written task order instructions, or contract specifications. The COR may designate additional reserve vegetation, vegetation size limits, or reserve areas. Reserved vegetation, vegetation size limits, and areas shall not be damaged or cut, and shall not be considered in the spacing of leave trees or shrubs.

Riparian or Riparian Reserve Buffer - A no-treatment area along a stream channel edge or outer edge of a riparian vegetation zone, whichever is larger, dependent on the stream classification. Buffer width and location will be identified in the task order and will be excluded from the acreage for payment.

Shrub (or brush) - Any vegetation consisting of woody perennial plant usually having single or multiple stems originating at or near the ground level and less than 25 feet in height.

Slash - Any cut vegetation or existing natural (dead and down) woody debris.

Slopover - Fire that crosses an established control line but can be contained by personnel, equipment, and in a location identified in the Prescribed Fire Plan (Countermeasures for Slopover).

Snag - A standing tree or part of a tree that is dead or has 10 percent or less live crown.

Spot Fire - Any fire located outside of the burn unit caused by airborne fire brands or radiated heat emitted from the prescribed fire.

Stream Channel - That area influenced by high water at the time of the year with the highest flow.

Surplus Vegetation - Includes trees and shrubs designated by the Government to be cut per 5.4.6.

Tons/Acre - Unit of measurement of fuel. May include one or more of the following items: slash, live vegetation, and duff.

Top Line - Fireline constructed on the top of the unit (running parallel to the contours, i.e. across the slope).

Trench - Cut at a 45-degree angle across the fireline to deflect burning material back into the burn.

Understory burn (underburn) - Prescribed burning executed within defined boundaries on an area which has an overstory of trees or shrubs. Prescribed burning is done beneath tree or shrub canopies to interrupt "ladder fuels" extending into the canopy for reduction of fuel hazard and to meet resource management objects. Burning is accomplished in such a manner as to minimize the mortality of designated overstory vegetation.

Undercut Line (Underslung) - Fireline constructed on the bottom of the unit (running parallel to the contour, i.e. across the slope).

Water Bar - Trenches cut at a 45-degree angle across the fireline to deflect water and reduce erosion.

Water Tender - Self-propelled unit equipped with suitable tank, pump, pump power unit, valves, hose, suction line, plus other accessories as required under Subitem N8. See 5.14.6(e) to be a well-equipped independent unit.

Wildland Fire - An escaped prescribed fire is a wildland fire. The COR determines that an escape exists based on either, or both of two criteria: (1) When containment of a slopover requires personnel or equipment exceeding that specified in the Countermeasures for Slopover element of the Prescribed Fire Plan; (2) When environmental conditions and/or fire behavior exceeds that specified in the Prescribed Fire Plan and the COR determines that an escape has or is likely to occur. The declaration of a wildland fire can only be made by the COR or alt. COR.

Wildlife Trees - Standing dead or live trees left for nesting, feeding, perching and shelter for birds and mammals. Trees may be marked with paint and/or designated with a tag stating it is a wildlife tree or as identified by the COR.

3.0 CONTRACTOR-FURNISHED PROPERTY AND SERVICES

3.1 Unless otherwise specified herein, the Contractor shall provide all labor, transportation, materials, and equipment necessary to perform the work as described herein.

3.2 The Contractor shall provide a means of communication whereby the Government can leave a message and receive a response within 8 hours. The Government will consider the Contractor notified to begin work when the message has been delivered. This system must be in operation 24 hours per day.

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

3.4 Operating Permit - State law requires inspection and permit to operate power-driven machinery including chain saws. The Contractor shall obtain a permit from the local State Forestry Office prior to the operation of power-driven machinery.

- 3.5 Tractor - Operations such as roadblock removal and restoration, crushing of vegetation, fireline construction, mop-up of landings, and prescribed burn holding operations will require the use of a tractor with trailer. Tractor size of 24,000 pounds gross operating weight, and 95 horse power or less is required. (Example: equivalent to Caterpillar D-4, John Deere 450, Komatsu D45A, Case 750, MF 300, or smaller sizes). Other types of mechanized equipment capable of performing roadblock removal and restoration may be used if capable of performing the operation. Tractor operations including roadblock removal and restoration, crushing of vegetation, and mop-up of landings are included in Subitem N11. The Contractor may consider the use of a tractor for holding and slopover/escape fire contingency purposes when planning and implementing prescribed burning. The cost for utilizing a dozer shall be included within Subitems for prescribed burning. The use of a tractor for these purposes should be included in Prescribed Fire Plan, and will require prior approval by the COR.
- 3.6 Noxious Weeds - Insure that all equipment is cleaned off prior to operating on Government lands. Remove all dirt, grease, and plant parts that carry noxious weed seeds or vegetative parts. This may be accomplished with a pressure hose. In addition, if equipment is found operating in a noxious weed area, the equipment must be cleaned before moving to another area.
- 3.7 Security of Materials - The Contractor may leave its equipment and Government-furnished property at the work site. The Contractor shall be responsible for the Contractor's equipment and Government-furnished property if it should be lost, stolen or damaged, unless the Government orders the material to be left unattended by the Contractor, such as when the water deliver system is to be provided without crew support.
- 3.8 Furnish at least two radios per module ordered under Subitem N. Radios must be programmable and capable of communicating with narrow band federal and State frequencies.
- 3.9 A working, English-literate crew supervisor, who is knowledgeable and experienced in the required work and supervision, shall be provided for each crew and is required to stay with the crew while work is in progress.
- 3.10 Furnish personal protective equipment in addition to that offered in the technical proposal on a negotiated basis on each task order, to cover the depreciated value of the equipment.
- 3.11 Aerial Ignition – Only Federal Aviation Administration (FAA) certified aircraft and pilots shall be used should the Contractor choose to use aerial means to perform the

Item No.	Description	Quantity	Year 1 1/28/11 - 1/27/12	Total	Quantity	Year 2 1/28/12 - 1/27/13	Total	Quantity	Year 3 1/28/13 - 1/27/14	Total
A	Slashing									
A1	Level I		\$210.00			\$213.15			\$216.35	
A2	Level II		\$300.00			\$304.50			\$309.07	
	Total - Subitem A					\$517.65			\$525.42	
B	LOP and Scatter									
B1	Level I		\$40.00			\$40.60			\$41.21	
C	Pruning									
C1	Level I		\$130.00			\$131.95			\$133.93	
C2	Level II		\$190.00			\$192.85			\$195.74	
	Total - Subitem C					\$324.80			\$329.67	
D	Create Density Management. Restoration Areas - Conifer Stands									
D1	Level I		\$325.00			\$329.88			\$334.83	
D2	Level II		\$415.00			\$421.23			\$427.55	
	Total - Subitem D					\$751.11			\$762.38	
E	Create Density Management. Restoration Areas - Woodland/Shrubland									
E1	Level I		\$375.00			\$380.63			\$386.34	
E2	Level II		\$600.00			\$609.00			\$618.14	
	Total - Subitem E					\$989.63			\$1,004.48	
F	Hand Pile and Cover									
F1	Level I		\$275.00			\$279.13			\$283.32	
F2	Level II		\$360.00			\$365.40			\$370.88	
F3	Level III		\$485.00			\$492.28			\$499.66	
F4	Level IV		\$590.00			\$598.85			\$607.83	
F5	Level V		\$670.00			\$680.05			\$690.25	
F6	Level VI		\$890.00			\$903.35			\$916.90	
F7	Level VII		\$1,300.00			\$1,319.50			\$1,339.29	
F8	Level VIII		\$1,550.00			\$1,573.25			\$1,596.85	
	Total - Subitem F					\$6,211.81			\$6,304.98	
G	Fireline Construction and Maintenance									
G1	Level I		\$0.36			\$0.37			\$0.38	
G2	Level II		\$0.68			\$0.69			\$0.70	
	Total - Subitem G					\$1.06			\$1.08	

Item No.	Description	Quantity	Year 1 1/28/11 - 1/27/12	Total	Quantity	Year 2 1/28/12 - 1/27/13	Total	Quantity	Year 3 1/28/13 - 1/27/14	Total
H	<u>Prescribed Fire Plan Preparation</u>									
H1	Level I (High Complexity)		\$600.00			\$609.00			\$618.14	
H2	Level II (Moderate Complexity)		\$200.00			\$203.00			\$206.05	
H3	Level III (Low Complexity)		\$200.00			\$203.00			\$206.05	
	Total - Subitem H					\$1,015.00			\$1,030.24	
I	<u>Fuels Pullback</u>									
I1	Level I		\$25.00			\$25.38			\$25.76	
I2	Level II		\$60.00			\$60.90			\$61.81	
	Total - Subitem I					\$86.28			\$87.57	
J	<u>Prescribed Burn and Mop-Up/ Swampier Burning</u>									
J1	Level I		\$370.00			\$375.55			\$381.18	
J2	Level II		\$420.00			\$426.30			\$432.69	
J3	Level III		\$750.00			\$761.25			\$772.67	
	Total - Subitem J					\$1,563.10			\$1,586.54	
K	<u>Prescribed Burn and Mop-Up/ Broadcast and Understory Burn</u>									
K1	Level I		\$250.00			\$253.75			\$257.56	
K2	Level II		\$150.00			\$152.25			\$154.53	
K3	Level III		\$120.00			\$121.80			\$123.63	
K4	Level IV		\$80.00			\$81.20			\$82.42	
K5	Level V		\$410.00			\$416.15			\$422.39	
K6	Level VI		\$300.00			\$304.50			\$309.07	
K7	Level VII		\$250.00			\$253.75			\$257.56	
K8	Level VIII		\$200.00			\$203.00			\$206.05	
K9	Level IX		\$775.00			\$786.63			\$798.43	
K10	Level X		\$400.00			\$406.00			\$412.09	
K11	Level XI		\$350.00			\$355.25			\$360.58	
K12	Level XII		\$290.00			\$294.35			\$298.77	
	Total - Subitem K					\$3,628.63			\$3,683.08	

Item No.	Description	Quantity	Year 4 1/28/14 - 1/27/15	Total	Quantity	Year 5 1/28/15 - 1/27/16
A	Slashing					
A1	Level I		\$219.60			\$222.89
A2	Level II		\$313.71			\$318.42
	Total - Subitem A		\$533.31			\$541.31
B	Lop and Scatter					
B1	Level I		\$41.83			\$42.46
C	Pruning					
C1	Level I		\$135.94			\$137.98
C2	Level II		\$198.68			\$201.66
	Total - Subitem C		\$334.62			\$339.64
D	Create Density Management. Restoration Areas - Conifer Stands					
D1	Level I		\$339.85			\$344.95
D2	Level II		\$433.96			\$440.47
	Total - Subitem D		\$773.81			\$785.42
E	Create Density Management. Restoration Areas - Woodland/Shrubland					
E1	Level I		\$392.14			\$398.02
E2	Level II		\$627.41			\$636.82
	Total - Subitem E		\$1,019.55			\$1,034.84
F	Hand Pile and Cover					
F1	Level I		\$287.57			\$291.88
F2	Level II		\$376.44			\$382.09
F3	Level III		\$507.15			\$514.76
F4	Level IV		\$616.95			\$626.20
F5	Level V		\$700.60			\$711.11
F6	Level VI		\$930.65			\$944.61
F7	Level VII		\$1,359.38			\$1,379.77
F8	Level VIII		\$1,620.80			\$1,645.11
	Total - Subitem F		\$6,399.54			\$6,495.53
G	Fireline Construction and Maintenance					
G1	Level I		\$0.39			\$0.40
G2	Level II		\$0.71			\$0.72
	Total - Subitem G		\$1.10			\$1.12

Item No.	Description	Year 4		Total	Year 5	
		Quantity	1/28/14 - 1/27/15		Quantity	1/28/15 - 1/27/16
H	Prescribed Fire Plan Preparation					
H1	Level I (High Complexity)		\$627.41			\$636.82
H2	Level II (Moderate Complexity)		\$209.14			\$212.28
H3	Level III (Low Complexity)		\$209.14			\$212.28
	Total - Subitem H		\$1,045.69			\$1,061.38
I	Fuels Pullback					
I1	Level I		\$26.15			\$26.54
I2	Level II		\$62.74			\$63.68
	Total - Subitem I		\$88.89			\$90.22
J	Prescribed Burn and Mop-Up Swapper Burning					
J1	Level I		\$386.90			\$392.70
J2	Level II		\$439.18			\$445.77
J3	Level III		\$784.26			\$796.02
	Total - Subitem J		\$1,610.34			\$1,634.49
K	Prescribed Burn and Mop-Up Broadcast and Understory Burn					
K1	Level I		\$261.42			\$265.34
K2	Level II		\$156.85			\$159.20
K3	Level III		\$125.48			\$127.36
K4	Level IV		\$83.66			\$84.91
K5	Level V		\$428.73			\$435.16
K6	Level VI		\$313.71			\$318.42
K7	Level VII		\$261.42			\$265.34
K8	Level VIII		\$209.14			\$212.28
K9	Level IX		\$810.41			\$822.57
K10	Level X		\$418.27			\$424.54
K11	Level XI		\$365.99			\$371.48
K12	Level XII		\$303.25			\$307.80
	Total - Subitem K		\$3,738.33			\$3,794.40

Item No.	Description	Quantity		Year 4 1/28/14 - 1/27/15	Total	Quantity	Year 5 1/28/15 - 1/27/16	
L	Prescribed Burn: Broadcast and Understory Burn							
L1	Level I			\$162.09				\$164.52
L2	Level II			\$94.11				\$95.52
L3	Level III			\$73.20				\$74.30
L4	Level IV			\$67.97				\$68.99
L5	Level V			\$282.33				\$286.56
L6	Level VI			\$151.63				\$153.90
L7	Level VII			\$135.94				\$137.98
L8	Level VIII			\$125.48				\$127.36
L9	Level IX			\$606.49				\$615.59
L10	Level X			\$339.85				\$344.95
L11	Level XI			\$292.79				\$297.18
L12	Level XII			\$250.96				\$254.72
	Total - Subitem L			\$2,582.84				\$2,621.57
M	Prescribed Burn and Mop-Up: Hand Pile Burn							
M1	Level I			\$36.60				\$37.15
M2	Level II			\$41.83				\$42.46
M3	Level III			\$54.37				\$55.19
M4	Level IV			\$64.83				\$65.80
M5	Level V			\$75.29				\$76.42
M6	Level VI			\$94.11				\$95.52
M7	Level VII			\$125.48				\$127.36
M8	Level VIII			\$162.09				\$164.52
	Total - Subitem M			\$654.60				\$664.42
N	Prescribed Fire Modules							
N1	Level I: 2-person crew module			\$575.12				\$583.75
N2	Level II: 1 engine + 2 people			\$857.45				\$870.31
N3	Level III: 5-person crew module			\$1,254.81				\$1,273.63
N4	Level IV: Engine + 2+2-person crew module			\$1,359.38				\$1,379.77
N5	Level V: Engine + 5-person crew Module			\$2,258.67				\$2,292.55
N6	Level VI: Engine + 2-person crew module + water delivery system			\$1,829.93				\$1,857.38
N7	Level VII: Engine + 5-person crew + water delivery system			\$2,875.62				\$2,918.75
N8	Level VIII: 1 person + water delivery system			\$496.70				\$504.15
N9	Level IX: Water Tender Module			\$1,097.97				\$1,114.44
N10	Snag/Tree Felling (2-Person Team)			\$88.88				\$90.21
N11	Five-Person Chainsaw Crew			\$1,840.40				\$1,868.01
N12	Tractor Operations			\$109.80				\$111.45
N13	Prescribed Fire Overhead			\$365.99				\$371.48
	Total - Subitem N			\$15,010.72				\$15,235.88
	GRAND TOTAL							

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEM <i>OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, & 30</i>				1. REQUISITION NUMBER 0040000033	PAGE OF 1 2	
2. CONTRACT NO. L11PC00009		3. AWARD/EFFECTIVE DATE 01/28/2011	4. ORDER NUMBER		5. SOLICITATION NUMBER L11PS00012	
7. FOR SOLICITATION INFORMATION CALL:		a. NAME James Norton		b. TELEPHONE NUMBER (No collect calls) 503-808-6359	6. SOLICITATION ISSUE DATE 12/07/2010	
9. ISSUED BY BLM OR-ST OFC PROC MGMT BR(OR952) 333 SW 1ST AVENUE PORTLAND OR 97204			CODE LHA	10. THIS ACQUISITION IS <input type="checkbox"/> UNRESTRICTED OR <input checked="" type="checkbox"/> SET ASIDE: % FOR: <input checked="" type="checkbox"/> SMALL BUSINESS <input type="checkbox"/> EMERGING SMALL BUSINESS <input type="checkbox"/> HUBZONE SMALL BUSINESS <input type="checkbox"/> SOLE SOURCE NAICS: 115310 SIZE STANDARD: \$17.5 <input type="checkbox"/> SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS <input type="checkbox"/> B(A)		
11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input type="checkbox"/> SEE SCHEDULE		12. DISCOUNT TERMS		13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700) <input type="checkbox"/>		
15. DELIVER TO BLM-OR MEDFORD DISTRICT OFFICE* FS, 3040 BIDDLE ROAD MEDFORD OR 97504		CODE 0004276604	16. ADMINISTERED BY BLM OR STATE OFC PROC MGMT-OR952 333 SW 1ST AVENUE PORTLAND OR 97204		13b. RATING 14. METHOD OF SOLICITATION <input type="checkbox"/> RFQ <input type="checkbox"/> IFB <input checked="" type="checkbox"/> RFP	
17a. CONTRACTOR/OFFEROR GRAYBACK FORESTRY, INC. Attn: ATTN GOVERNMENT POC P.O. BOX 838 MERLIN OR 97532-8802 TELEPHONE NO. 000-000-0000		CODE 0070289321	FACILITY CODE	18a. PAYMENT WILL BE MADE BY OC622 - PAYMENTS SECTION BUREAU OF LAND MANAGEMENT DENVER FEDERAL CENTER, BLDG. 50 MS OC-620 Payments PO BOX 25047 DENVER CO 80225		
17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER			18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a UNLESS BLOCK BELOW IS CHECKED <input type="checkbox"/> SEE ADDENDUM			
19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES		21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
	Fuels Management Services, Indefinite-Delivery, Indefinite-Quantity, Medford District DUNS NO. 095013532 Account Assignment: K G/L Account: 6100.252R0 Business Area: L000 Commitment Item: 252R00 Cost Continued ... <i>(Use Reverse and/or Attach Additional Sheets as Necessary)</i>					
25. ACCOUNTING AND APPROPRIATION DATA 01				26. TOTAL AWARD AMOUNT (For Govt. Use Only) \$0.00		
27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4. FAR 52.212-3 AND 52.212-5 ARE ATTACHED. ADDENDA <input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED.			27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED. ADDENDA <input checked="" type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED.			
28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED HEREIN.			29. AWARD OF CONTRACT REF. L11PS00012 OFFER DATED 12/20/2010. YOUR OFFER ON SOLICITATION (BLOCK 6), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS: ALL			
30a. SIGNATURE OF OFFEROR/CONTRACTOR			31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER) 			
30b. NAME AND TITLE OF SIGNER (Type or print)		30c. DATE SIGNED	31b. NAME OF CONTRACTING OFFICER (Type or print) Yuri Y Dyson		31c. DATE SIGNED 1/28/11	

19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
00010	Center: LLORM00100 Functional Area: LF31010WU.JW0000 Fund: XXXL1125AF Fund Center: LLORM00100 Project/WBS: LF.HF.NE950000 PR Acct Assign Line: 01 Period of Performance: 01/28/2011 to 01/27/2016 SEE SECTION B FOR SCHEDULE OF ITEMS Obligated Amount: \$0.00 PERIOD OF PERFORMANCE IS ESTIMATED. The total amount of award: \$0.00. The obligation for this award is shown in box 26.				0.00

32a. QUANTITY IN COLUMN 21 HAS BEEN RECEIVED INSPECTED NOTED: _____ ACCEPTED, AND CONFORMS TO THE CONTRACT, EXCEPT AS

32b. SIGNATURE OF AUTHORIZED GOVERNMENT REPRESENTATIVE _____ 32c. DATE _____ 32d. PRINTED NAME AND TITLE OF AUTHORIZED GOVERNMENT REPRESENTATIVE _____

32e. MAILING ADDRESS OF AUTHORIZED GOVERNMENT REPRESENTATIVE _____ 32f. TELEPHONE NUMBER OF AUTHORIZED GOVERNMENT REPRESENTATIVE _____
 32g. E-MAIL OF AUTHORIZED GOVERNMENT REPRESENTATIVE _____

33. SHIP NUMBER _____ 34. VOUCHER NUMBER _____ 35. AMOUNT VERIFIED CORRECT FOR _____ 36. PAYMENT COMPLETE PARTIAL FINAL _____ 37. CHECK NUMBER _____
 PARTIAL FINAL

38. S/R ACCOUNT NUMBER _____ 39. S/R VOUCHER NUMBER _____ 40. PAID BY _____

41a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT _____ 41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER _____ 41c. DATE _____ 42a. RECEIVED BY (Print) _____ 42b. RECEIVED AT (Location) _____ 42c. DATE REC'D (YY/MM/DD) _____ 42d. TOTAL CONTAINERS _____

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEM OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, & 30				1. REQUISITION NUMBER 0040000033		PAGE OF 1 2	
2. CONTRACT NO.		3. AWARD/ EFFECTIVE DATE	4. ORDER NUMBER		5. SOLICITATION NUMBER L11PS00012		6. SOLICITATION ISSUE DATE 11/12/2010
7. FOR SOLICITATION INFORMATION CALL:		a. NAME James Norton		b. TELEPHONE NUMBER (No collect calls) 503-808-6359		8. OFFER DUE DATE/LOCAL TIME 12/13/2010 1530 LT	
9. ISSUED BY BLM OR-ST OFC PROC MGMT BR(OR952) 333 SW 1ST AVENUE PORTLAND OR 97204			CODE LHA	10. THIS ACQUISITION IS <input type="checkbox"/> UNRESTRICTED OR <input checked="" type="checkbox"/> SET ASIDE: % FOR: <input checked="" type="checkbox"/> SMALL BUSINESS <input type="checkbox"/> EMERGING SMALL BUSINESS <input type="checkbox"/> HUBZONE SMALL <input type="checkbox"/> SOLE SOURCE BUSINESS <input type="checkbox"/> SERVICE-DISABLED VETERAN- OWNED SMALL BUSINESS <input type="checkbox"/> 8(A) NAICS: 115310 SIZE STANDARD: \$17.5			
11. DELIVERY FOR FOB DESTINA- TION UNLESS BLOCK IS MARKED <input type="checkbox"/> SEE SCHEDULE		12. DISCOUNT TERMS		<input type="checkbox"/> 13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)		13b. RATING	
15. DELIVER TO BLM-OR MEDFORD DISTRICT OFFICE* FS, 3040 BIDDLE ROAD MEDFORD OR 97504		CODE 0004276604		16. ADMINISTERED BY BLM OR STATE OFC PROC MGMT-OR952 333 SW 1ST AVENUE PORTLAND OR 97204			
17a. CONTRACTOR/ OFFEROR Grayback Forestry, Inc. P.O. Box 838 - 1150 Ort Lane Merlin, OR 97532		CODE		18a. PAYMENT WILL BE MADE BY		CODE LHA	
TELEPHONE NO. (541) 476-0033		17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER		18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a UNLESS BLOCK BELOW IS CHECKED <input type="checkbox"/> SEE ADDENDUM			
18. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES			21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
	Replacement of Fuels Management Services, Indefinite-Delivery, Indefinite-Quantity, Medford District DUNS NO. 095013975 SEE SECTION L FOR INSTRUCTIONS ON HOW TO SUBMIT A PROPOSAL. Suggested COR: YGALLIMO Continued ... <i>(Use Reverse and/or Attach Additional Sheets as Necessary)</i>						
25. ACCOUNTING AND APPROPRIATION DATA						26. TOTAL AWARD AMOUNT (For Govt. Use Only)	
<input checked="" type="checkbox"/> 27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4, FAR 52.212-3 AND 52.212-5 ARE ATTACHED. ADDENDA				<input checked="" type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED.			
<input type="checkbox"/> 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED. ADDENDA				<input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED.			
<input type="checkbox"/> 28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED HEREIN.				<input type="checkbox"/> 29. AWARD OF CONTRACT REF. _____ OFFER DATED _____ YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS.			
30a. SIGNATURE OF OFFEROR/CONTRACTOR 				31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER)			
30b. NAME AND TITLE OF SIGNER (Type or print) Michael D. Wheelock - President		30c. DATE SIGNED 1/7/11		31b. NAME OF CONTRACTING OFFICER (Type or print) Yuri Y Dyson		31c. DATE SIGNED	

19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
00010	SEE SECTION B FOR SCHEDULE OF ITEMS Period of Performance: 02/01/2011 to 02/01/2016				

32a. QUANTITY IN COLUMN 21 HAS BEEN RECEIVED INSPECTED NOTED: _____ ACCEPTED, AND CONFORMS TO THE CONTRACT, EXCEPT AS

32b. SIGNATURE OF AUTHORIZED GOVERNMENT REPRESENTATIVE _____ 32c. DATE _____ 32d. PRINTED NAME AND TITLE OF AUTHORIZED GOVERNMENT REPRESENTATIVE _____

32e. MAILING ADDRESS OF AUTHORIZED GOVERNMENT REPRESENTATIVE _____ 32f. TELEPHONE NUMBER OF AUTHORIZED GOVERNMENT REPRESENTATIVE _____
32g. E-MAIL OF AUTHORIZED GOVERNMENT REPRESENTATIVE _____

33. SHIP NUMBER _____ 34. VOUCHER NUMBER _____ 35. AMOUNT VERIFIED CORRECT FOR _____ 36. PAYMENT COMPLETE PARTIAL FINAL _____ 37. CHECK NUMBER _____
 PARTIAL FINAL

38. S/R ACCOUNT NUMBER _____ 39. S/R VOUCHER NUMBER _____ 40. PAID BY _____

41a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT _____ 42a. RECEIVED BY (*Print*) _____
41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER _____ 41c. DATE _____ 42b. RECEIVED AT (*Location*) _____
42c. DATE REC'D (*YY/MM/DD*) _____ 42d. TOTAL CONTAINERS _____

SECTION A (continued from SF 1449) – SCHEDULE OF ITEMS

MANUAL FUELS MANAGEMENT SERVICES (IDIQ)
WITHIN THE SOUTHWESTERN OREGON AREA

This is a five-year indefinite-delivery, indefinite-quantity (IDIQ) contract for the hazardous fuel reduction treatment services specified, primarily on federal lands in southwestern Oregon. The quantities listed are the representative proportion of each difficulty level anticipated throughout the contract, for evaluation purposes only. In accordance with Department of the Interior and Related Agencies Appropriation Act, 2001, Public Law 106-291, Contracting Officers from the Bureau of Indian Affairs, Fish and Wildlife Service, National Park Service and USDA, Forest Service are hereby authorized to issue task orders against this contract. Offerors shall enter a unit price for each subitem for which the offeror wishes to be considered for task orders, 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. See Section D, Attachment 1, 7.4.0.

FIRST YEAR, FROM DATE OF AWARD THROUGH JULY 30, 2011

<u>Sub-item</u>	<u>Description/ Level of Difficulty</u>	<u>Est. Qty</u>	<u>Unit</u>	<u>Unit Price</u>	<u>Total Amount</u>
A	<u>Slashing</u>				
A1	Level I	10	AC	<u>\$210.00</u>	<u>\$2,100.00</u>
A2	Level II	100	AC	<u>\$300.00</u>	<u>\$30,000.00</u>
		TOTAL - SUBITEM A			<u>\$32,100.00</u>
B	<u>Lop and Scatter</u>				
B1	Level I	10	AC	<u>\$40.00</u>	<u>\$400.00</u>
		TOTAL - SUBITEM B			<u>\$400.00</u>
C	<u>Pruning</u>				
C1	Level I	1	AC	<u>\$130.00</u>	<u>\$130.00</u>
C2	Level II	10	AC	<u>\$190.00</u>	<u>\$1,900.00</u>
		TOTAL - SUBITEM C			<u>\$2,030.00</u>

SECTION A - SCHEDULE OF ITEMS (continued)

<u>Sub-item</u>	<u>Description/ Level of Difficulty</u>	<u>Est. Qty</u>	<u>Unit</u>	<u>Unit Price</u>	<u>Total Amount</u>
D	<u>Create Density Management Restoration Areas - Conifer Stands</u>				
D1	Level I	10	AC	<u>\$325.00</u>	<u>\$3,250.00</u>
D2	Level II	100	AC	<u>\$415.00</u>	<u>\$41,500.00</u>
				TOTAL - SUBITEM D	<u>\$44,750.00</u>
E	<u>Create Density Management Restoration Areas - Woodland/Shrubland</u>				
E1	Level I	10	AC	<u>\$375.00</u>	<u>\$3,750.00</u>
E2	Level II	100	AC	<u>\$600.00</u>	<u>\$60,000.00</u>
				TOTAL - SUBITEM E	<u>\$63,750.00</u>
F	<u>Hand Pile and Cover</u>				
F1	Level I	1	AC	<u>\$275.00</u>	<u>\$275.00</u>
F2	Level II	10	AC	<u>\$360.00</u>	<u>\$3,600.00</u>
F3	Level III	100	AC	<u>\$485.00</u>	<u>\$48,500.00</u>
F4	Level IV	100	AC	<u>\$590.00</u>	<u>\$59,000.00</u>
F5	Level V	100	AC	<u>\$670.00</u>	<u>\$67,000.00</u>
F6	Level VI	10	AC	<u>\$890.00</u>	<u>\$8,900.00</u>
F7	Level VII	1	AC	<u>\$1,300.00</u>	<u>\$1,300.00</u>
F8	Level VIII	1	AC	<u>\$1,550.00</u>	<u>\$1,550.00</u>
				TOTAL - SUBITEM F	<u>\$190,125.00</u>

SECTION A - SCHEDULE OF ITEMS (continued)

<u>Sub-item</u>	<u>Description/ Level of Difficulty</u>	<u>Est. Qty</u>	<u>Unit</u>	<u>Unit Price</u>	<u>Total Amount</u>
PRESCRIBED BURNING OPERATIONS (G thru N)					
G	<u>Fireline Construction and Maintenance</u>				
G1	Level I	10	LF	<u>\$0.36</u>	<u>\$3.60</u>
G2	Level II	100	LF	<u>\$0.68</u>	<u>\$68.00</u>
				TOTAL - SUBITEM G	<u>\$71.60</u>
H	<u>Prescribed Fire Plan Preparation</u>				
H1	Level I (High Complexity)	1	EA	<u>\$600.00</u>	<u>\$600.00</u>
H2	Level II (Moderate Complexity)	100	EA	<u>\$200.00</u>	<u>\$20,000.00</u>
H3	Level III (Low Complexity)	10	EA	<u>\$200.00</u>	<u>\$2,000.00</u>
				TOTAL - SUBITEM H	<u>\$22,600.00</u>
I	<u>Fuels Pullback</u>				
I1	Level I	100	AC	<u>\$25.00</u>	<u>\$2,500.00</u>
I2	Level II	10	AC	<u>\$60.00</u>	<u>\$600.00</u>
				TOTAL - SUBITEM I	<u>\$3,100.00</u>
J	<u>Prescribed Burn and Mop-Up: Swamper Burning</u>				
J1	Level I	1	AC	<u>\$370.00</u>	<u>\$370.00</u>
J2	Level II	10	AC	<u>\$420.00</u>	<u>\$4,200.00</u>
J3	Level III	1	AC	<u>\$750.00</u>	<u>\$750.00</u>
				TOTAL - SUBITEM J	<u>\$5,320.00</u>

SECTION A - SCHEDULE OF ITEMS (continued)

<u>Sub-item</u>	<u>Description/ Level of Difficulty</u>	<u>Est. Qty</u>	<u>Unit</u>	<u>Unit Price</u>	<u>Total Amount</u>
K	<u>Prescribed Burn and Mop-Up: Broadcast and Understory Burn</u>				
K1	Level I	1	AC	<u>\$250.00</u>	<u>\$250.00</u>
K2	Level II	100	AC	<u>\$150.00</u>	<u>\$15,000.00</u>
K3	Level III	10	AC	<u>\$120.00</u>	<u>\$1,200.00</u>
K4	Level IV	1	AC	<u>\$80.00</u>	<u>\$80.00</u>
K5	Level V	1	AC	<u>\$410.00</u>	<u>\$410.00</u>
K6	Level VI	100	AC	<u>\$300.00</u>	<u>\$30,000.00</u>
K7	Level VII	10	AC	<u>\$250.00</u>	<u>\$2,500.00</u>
K8	Level VIII	1	AC	<u>\$200.00</u>	<u>\$200.00</u>
K9	Level IX	10	AC	<u>\$775.00</u>	<u>\$7,750.00</u>
K10	Level X	100	AC	<u>\$400.00</u>	<u>\$40,000.00</u>
K11	Level XI	10	AC	<u>\$350.00</u>	<u>\$3,500.00</u>
K12	Level XII	1	AC	<u>\$290.00</u>	<u>\$290.00</u>
TOTAL - SUBITEM K					<u>\$101,180.00</u>
L	<u>Prescribed Burn: Broadcast and Understory Burn</u>				
L1	Level I	1	AC	<u>\$155.00</u>	<u>\$155.00</u>
L2	Level II	100	AC	<u>\$90.00</u>	<u>\$9,000.00</u>
L3	Level III	10	AC	<u>\$70.00</u>	<u>\$700.00</u>
L4	Level IV	1	AC	<u>\$65.00</u>	<u>\$65.00</u>

SECTION A - SCHEDULE OF ITEMS (continued)

<u>Sub- item</u>	<u>Description/ Level of Difficulty</u>	<u>Est. Qty</u>	<u>Unit</u>	<u>Unit Price</u>	<u>Total Amount</u>
L5	Level V	1	AC	<u>\$270.00</u>	<u>\$270.00</u>
L6	Level VI	100	AC	<u>\$145.00</u>	<u>\$14,500.00</u>
L7	Level VII	10	AC	<u>\$130.00</u>	<u>\$1,300.00</u>
L8	Level VIII	1	AC	<u>\$120.00</u>	<u>\$120.00</u>
L9	Level IX	10	AC	<u>\$580.00</u>	<u>\$5,800.00</u>
L10	Level X	100	AC	<u>\$325.00</u>	<u>\$32,500.00</u>
L11	Level XI	10	AC	<u>\$280.00</u>	<u>\$2,800.00</u>
L12	Level XII	1	AC	<u>\$240.00</u>	<u>\$240.00</u>
TOTAL - SUBITEM L					<u>\$67,450.00</u>
M	<u>Prescribed Burn and Mop-Up: Hand Pile Burn</u>				
M1	Level I	1	AC	<u>\$35.00</u>	<u>\$35.00</u>
M2	Level II	10	AC	<u>\$40.00</u>	<u>\$400.00</u>
M3	Level III	100	AC	<u>\$52.00</u>	<u>\$5,200.00</u>
M4	Level IV	100	AC	<u>\$62.00</u>	<u>\$6,200.00</u>
M5	Level V	100	AC	<u>\$72.00</u>	<u>\$7,200.00</u>
M6	Level VI	10	AC	<u>\$90.00</u>	<u>\$900.00</u>
M7	Level VII	1	AC	<u>\$120.00</u>	<u>\$120.00</u>
M8	Level VIII	1	AC	<u>\$155.00</u>	<u>\$155.00</u>
TOTAL - SUBITEM M					<u>\$20,210.00</u>

SECTION A - SCHEDULE OF ITEMS (continued)

<u>Sub-item</u>	<u>Description/ Level of Difficulty</u>	<u>Est. Qty</u>	<u>Unit</u>	<u>Unit Price</u>	<u>Total Amount</u>
N	<u>Prescribed Fire Modules</u>				
N1	Level I: 2-person crew module	1		<u>\$550.00</u>	<u>\$550.00</u>
N2	Level II: 1 engine + 2 people	10		<u>\$820.00</u>	<u>\$8,200.00</u>
N3	Level III: 5-person crew module	100		<u>\$1,200.00</u>	<u>\$120,000.00</u>
N4	Level IV: Engine + 2+2-person crew module	100		<u>\$1,300.00</u>	<u>\$130,000.00</u>
N5	Level V: Engine + two 5-person crew Module	10		<u>\$2,160.00</u>	<u>\$21,600.00</u>
N6	Level VI: Engine + two 2-person crew module + water delivery system	100		<u>\$1,750.00</u>	<u>\$175,000.00</u>
N7	Level VII: Engine + 5-person crew + water delivery system	10		<u>\$2,750.00</u>	<u>\$27,500.00</u>
N8	Level VIII: 1 person + water delivery system	100		<u>\$475.00</u>	<u>\$47,500.00</u>
N9	Level IX: Water Tender Module	1	DR	<u>\$1,050.00</u>	<u>\$1,050.00</u>
N10	Snag/Tree Felling (2-Person Team)	100	TH	<u>\$85.00</u>	<u>\$8,500.00</u>
N11	Five-Person Chainsaw Crew	10	DR	<u>\$1,760.00</u>	<u>\$17,600.00</u>
N12	Tractor Operations	10	HR	<u>\$105.00</u>	<u>\$1,050.00</u>
N13	Prescribed Fire Overhead	10	DR	<u>\$350.00</u>	<u>\$3,500.00</u>
TOTAL - SUBITEM N					<u>\$562,050.00</u>
YEAR 1 GRAND TOTAL (ALL OR NONE)					<u>\$1,115,136.60</u>

SECTION A - SCHEDULE OF ITEMS (continued)

AC = Acre EA = Each HR = Hour Qty = Quantity
 DR = Daily Rate Est = Estimated LF = Linear Foot TH = Team Hour

THIS PROCUREMENT IS SET ASIDE FOR SMALL BUSINESS CONCERNS.

ADDENDA TO STANDARD FORM 1449

Block 18b: Submit invoices to the COR's attention at:

BLM OC622 - Payments Section
 Denver Federal Center, Bldg. 50
 PO Box 25047
 Denver, CO 80225

Block 27: The full text of a clause or provision may be accessed electronically at
<http://www.arnet.gov/far/>

ACCESS PRICE ADJUSTMENT - ALL SUBITEMS EXCEPT N1 through N13 - Additional compensation will be provided based on access to the geographic center of each project site. If the geographic center does not fall within the unit boundary, access will be measured from the nearest Government-provided access road (includes private property) to the closest point of the unit boundary. The additional compensation will be a percentage of the total price for each unit, excluding subitems N1 through N13. Government-provided measurements will be determined using GIS data by the Government from the nearest access road based on horizontal distance. The access price adjustment is based on the following distance ranges:

0.00 - 0.5 mile	No additional compensation
0.5 - 1.0 mile	10 %
1.0 - 1.5 miles	15 %
1.5 + miles	20 %

ANNUAL ECONOMIC PRICE ADJUSTMENT

Offerors wishing to propose revised prices in successive years shall state in the spaces below the economic price adjustment percentages to be used by the Government to compute future year prices, to be effective for the second, third, fourth and fifth years. For instance, a 3% economic price adjustment factor is shown as 3% (rather than 103% or 1.03). Note that the economic price adjustment percentage can be either negative or positive. The factors stated will be compounded annually. If no percentage is entered, future year prices will be the same as base year prices. Offeror's economic price adjustment percentage(s):

SECTION A - SCHEDULE OF ITEMS (continued)

2nd Year	<u>1.5%</u>
3rd Year	<u>1.5%</u>
4th Year	<u>1.5%</u>
5th Year	<u>1.5%</u>

The levels of difficulty for all Subitems are listed in the Statement of Work in Section D, Attachment 1. The levels of difficulty of the units in the Sample Task Order (See Section D, Attachment 6) establish the rating standards for additional orders. Unlisted units may be ordered, at which time a difficulty rating will be assigned based on the rating standards. Maps will be provided.

MINIMUM GUARANTEE

The minimum guarantee under each contract awarded will be the Contractor's maximum order limitation up to a maximum of \$50,000 (even if the contractor's maximum order limitation is higher).

MAXIMUM ORDER LIMITATION

The Contractor's maximum order limitation is \$5,000,000.00 (Insert order limitation. Maximum is \$100,000 if no amount is shown.). After award, task orders may be placed by the Government. All task orders will be placed no later than five years after contract award. The date of the order placed by the Government will determine the prices for each year as specified above. The total value of all task orders of all awarded contracts will not exceed \$20,000,000.

The Contractor may limit the maximum dollar value of task orders it is willing to accept from all ordering offices within a 30-calendar day period. The Contractor's maximum order limitation for a 30-calendar day period is \$5,000,000.00 (Insert order limitation. Maximum is \$250,000 if no amount is shown.) The maximum order limitation is further limited under Subitem H and Subitems J through M by the number of personnel offered as burn bosses, and under Subitem N by the amount of equipment, as offered in the technical proposal.

PERFORMANCE TIME

The Contractor will be allowed 14 calendar days plus one calendar day for each \$1,000 in task order value, except that 365 calendar days will be allowed for each unit containing Subitems J, K, L and M. Performance time will be extended if the units do not come into prescription during the 365-day period, in which case an additional 365 calendar days will be allowed. See Section D, Attachment 1, 7.2.0 and 7.3.0.

SECTION A - SCHEDULE OF ITEMS (continued)

ESTIMATED START WORK DATE: January 3, 2011

EVALUATION FOR AWARD

For evaluation purposes only, award will be based on the total of the base year for each subitem to include all levels, plus the economic price adjustment percentages for the four additional years. Task orders will be placed based on price and past performance, including the Contractor's plan to hire locally.

The Government may elect to make single or multiple task order contract awards to two or more sources under this solicitation 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. Proposal preparation instructions and award evaluation factors are described in these provisions.

Refer to Section C, Clauses for Ordering Information and Insurance Requirements:

- 52.216-18 Ordering
- 52.216-19 Task Order Limitations
- 52.216-22 Indefinite Quantity
- 1452.228-70 Liability Insurance (NOTE: Liability Insurance is required)

52.212-4 CONTRACT TERMS AND CONDITIONS ---
COMMERCIAL ITEMS

(JUNE 2010)

(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.

(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.*

C. CONTRACT CLAUSES

52.252-2 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: <http://www.acquisition.gov/comp/far/index.htm> and
Department of the Interior Clauses: <http://www.doi.gov/pam/1452-3.html>

CLAUSES INCORPORATED BY REFERENCE

Clause	Title	Date
52.203-3	Gratuities	April 1984
52.203-12	Limitation on Payments to Influence Certain Federal Transactions	September 2007
52.204-4	Printed or Copied Double-Sided on Recycled Paper	August 2000
52.209-6	Protecting the Government's Interest When Subcontracting With Contractors Debarred, Suspended, or Proposed for Debarment	September 2006
52.242-13	Bankruptcy	July 1995
52.242-14	Suspension of Work	April 1984
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

52.211-18 VARIATION IN ESTIMATED QUANTITY (APR 1984)

If the quantity of a unit-priced item in this contract is an estimated quantity and the actual quantity of the unit-priced item varies more than 15 percent above or below the estimated quantity, an equitable adjustment in the contract price shall be made upon demand of either party. The equitable adjustment shall be based upon any increase or decrease in costs due solely to the variation above 115 percent or below 85 percent of the estimated quantity. If the quantity variation is such as to cause an increase in the time necessary for completion, the Contractor may request, in writing, an extension of time, to be received by the Contracting Officer within ten (10) days from the beginning of the delay, or within such further period as may be granted by the Contracting Officer before the date of final settlement of the contract. Upon the receipt of a written request for an extension, the Contracting Officer shall ascertain the facts and make an adjustment for extending the completion date as, in the judgment of the Contracting Officer, is justified.

(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 13151.

(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 as 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; 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 FAR 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; and (C) agree in writing to the timeline and procedures specified by the responsible Contracting Officer.

The Contractor must provide with the notification sufficient documentation to support the legally changed name.

(ii) If the Contractor fails to comply with the requirements of paragraph (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 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.

Addendum to 52.212-4(a), Contract Terms and Conditions--Commercial Items, regarding Inspection/Acceptance procedures:

(Contract Specialist to fill in any additional inspection/acceptance procedures.)

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

(OCT 2010)

(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)).

___ Alternate I (Aug 2007) of 52.222-50 (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:

[Contracting Officer check as appropriate.]

(1) 52.203-6, Restrictions on Subcontractor Sales to the Government (Sept 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 (Apr 2010) (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 (June 2010) (Section 1553 of Pub. L. 111-5). (Applies to contracts funded by the American Recovery and Reinvestment Act of 2009.)

(4) 52.204-10, Reporting Executive Compensation and First-Tier Subcontract Awards (Jul 2010) (Pub. L. 109-282) (31 U.S.C. 6101 note).

(5) 52.204-11, American Recovery and Reinvestment Act—Reporting Requirements (Jul 2010) (Pub. L. 111-5).

(6) 52.219-3, Notice of Total HUBZone Set-Aside (Jan 1999) (15 U.S.C. 657a).

(7) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (July 2005) (if the offeror elects to waive the preference, it shall so indicate in its offer) (15 U.S.C. 657a).

(8) [Reserved]

(9)(i) 52.219-6, Notice of Total Small Business Set-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.

(10)(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 (11) 52.219-8, Utilization of Small Business Concerns (May 2004) (15 U.S.C. 637(d)(2) and (3)).
- X (12)(i) 52.219-9, Small Business Subcontracting Plan (Oct 2010) (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.
- ___ (iv) Alternate III (Jul 2010) of 52.219-9.
- X (13) 52.219-14, Limitations on Subcontracting (Dec 1996) (15 U.S.C. 637(a)(14)).
- X (14) 52.219-16, Liquidated Damages—Subcontracting Plan (Jan 1999) (15 U.S.C. 637(d)(4)(F)(i)).
- ___ (15)(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.
- ___ (16) 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).
- ___ (17) 52.219-26, Small Disadvantaged Business Participation Program—Incentive Subcontracting (Oct 2000) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).
- ___ (18) 52.219-27, Notice of Total Service-Disabled Veteran-Owned Small Business Set-Aside (May 2004) (15 U.S.C. 657 f).
- X (19) 52.219-28, Post Award Small Business Program Rerepresentation (Apr 2009) (15 U.S.C. 632(a)(2)).
- X (20) 52.222-3, Convict Labor (June 2003) (E.O. 11755).
- ___ (21) 52.222-19, Child Labor—Cooperation with Authorities and Remedies (Jul 2010) (E.O. 13126).
- X (22) 52.222-21, Prohibition of Segregated Facilities (Feb 1999).

- X (23) 52.222-26, Equal Opportunity (Mar 2007) (E.O. 11246).
- X (24) 52.222-35, Equal Opportunity for Veterans (Sep 2010)(38 U.S.C. 4212).
- X (25) 52.222-36, Affirmative Action for Workers with Disabilities (Oct 2010) (29 U.S.C. 793).
- X (26) 52.222-37, Employment Reports on Veterans, (Sep 2010) (38 U.S.C. 4212).
- X (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.
- X (31) 52.223-18, Contractor Policy to Ban Text Messaging While Driving (Sep 2010) (E.O. 13513).
- ___ (32) 52.225-1, Buy American Act—Supplies (Feb 2009) (41 U.S.C. 10a-10d).
- ___ (33)(i) 52.225-3, Buy American Act—Free Trade Agreements—Israeli Trade Act (June 2009) (41 U.S.C. 10a-10d, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note, 19 U.S.C. 3805 note, Pub. L. 108-77, 108-78, 108-286, 108-302, 109-53, 109-169, 109-283, and 110-138).
- ___ (ii) Alternate I (Jan 2004) of 52.225-3.
- ___ (iii) Alternate II (Jan 2004) of 52.225-3.
- ___ (34) 52.225-5, Trade Agreements (Aug 2009) (19 U.S.C. 2501, et seq., 19 U.S.C. 3301 note).

(35) 52.225-13, Restrictions on Certain Foreign Purchases (June 2008) (E.O.'s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).

(36) 52.226-4, Notice of Disaster or Emergency Area Set-Aside (Nov 2007) (42 U.S.C. 5150).

(37) 52.226-5, Restrictions on Subcontracting Outside Disaster or Emergency Area (Nov 2007) (42 U.S.C. 5150).

(38) 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)).

(39) 52.232-30, Installment Payments for Commercial Items (Oct 1995) (41 U.S.C. 255(f), 10 U.S.C. 2307(f)).

(40) 52.232-33, Payment by Electronic Funds Transfer—Central Contractor Registration (Oct 2003) (31 U.S.C. 3332).

(41) 52.232-34, Payment by Electronic Funds Transfer—Other than Central Contractor Registration (May 1999) (31 U.S.C. 3332).

(42) 52.232-36, Payment by Third Party (Feb 2010) (31 U.S.C. 3332).

(43) 52.239-1, Privacy or Security Safeguards (Aug 1996) (5 U.S.C. 552a).

(44)(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:

[Contracting Officer check as appropriate.]

(1) 52.222-41, Service Contract Act of 1965 (Nov 2007) (41 U.S.C. 351, et seq.).

(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.).

(3) 52.222-43, Fair Labor Standards Act and Service Contract Act—Price Adjustment (Multiple Year and Option Contracts) (Sep 2009) (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 (Sep 2009) (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) (41 351, 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 (Sept 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 this paragraph (e)(1) 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 (Apr 2010) (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 \$650,000 (\$1.5 million for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.
- (iii) [Reserved]
- (iv) 52.222-26, Equal Opportunity (Mar 2007) (E.O. 11246).
- (v) 52.222-35, Equal Opportunity for Veterans (Sep 2010) (38 U.S.C. 4212).
- (vi) 52.222-36, Affirmative Action for Workers with Disabilities (Oct 2010) (29 U.S.C. 793).
- (vii) [Reserved]
- (viii) 52.222-41, Service Contract Act of 1965 (Nov 2007) (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 from contract award through five years from the date of 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, by facsimile, or by electronic commerce methods only if authorized in the Schedule.

52.216-19 ORDER LIMITATIONS (OCT 1995)

a) *Minimum order.* When the Government requires supplies or services covered by this contract in an amount of less than \$10,000, the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.

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

(1) Any order for a single item in excess of (See Schedule of Items);

(2) Any order for a combination of items in excess of (See Schedule of Items); or

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

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

(d) Notwithstanding paragraphs (b) and (c) of this section, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within 30 days after issuance, with written notice stating the Contractor's intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

52.216-22 INDEFINITE QUANTITY (OCT 1995)

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

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

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

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

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:

\$500,000 each person
\$500,000 each occurrence
\$500,000 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.

1452.237-71 UTILIZATION OF WOODY BIOMASS

1. The contractor may remove and utilize woody biomass if:
 - (a) Project work is progressing as scheduled; and
 - (b) Removal is completed before contract expiration.
2. To execute this option, the contractor must submit a written request to the Government.
3. Following receipt of the written request, and if appropriate, the Government and the contractor will negotiate and execute a separate timber/ vegetative sales contract. Payment under the timber/ vegetative sale contract must be at a price equal to or greater than the appraised value of the woody biomass. The contractor must make any appropriate payment specified in the related timber/ vegetative sales contract before removal may be authorized.
4. If required by law, regulation or Bureau policy, the Government will prepare a timber/ vegetative sales notice and/or prospectus, including volume estimates, appraised value and any appropriate special provisions.
5. The contractor must treat any woody biomass not removed in accordance with the specifications in the service contract.
6. The sales contract and service contract are severable; default or termination under either contract does not remove the contractor from payment or performance obligations under the other contract.
7. Definitions:
 - Timber/vegetative sales contract and/or notice* means the agency-specific authorized contract instrument for the sale, barter, exchange, billing, or other compensation for the payment, removal, and/or transportation of woody biomass material.
 - Woody biomass* means the trees and woody plants, including limbs, tops, needles, leaves, and other woody parts, grown in a forest, woodland, or rangeland environment, that are the by-products of management, restoration and/or hazardous fuel reduction treatment.

SECTION D - CONTRACT DOCUMENTS, EXHIBITS OR ATTACHMENTS

- Attachment 1 Statement of Work
- Attachment 2 Classification and Wages of Government Employees (For Comparison Only)
- Attachment 3 Wage Determination No: 1977-0079
- Attachment 4 Prescribed Fire Plan – Table of Contents & blank copy (Attached separately)
- Attachment 5 Vicinity Maps (Attached separately)
- Attachment 6 Sample Task Order with maps and treatment prescriptions (Attached separately)
- Attachment 7 Fire Requirements Procedures Outline
- Attachment 8 Prescribed Fire Complexity Rating System Guide (Attached separately)

ATTACHMENT 1 - DESCRIPTION/SPECIFICATION/WORK STATEMENT

1.0 GENERAL

- 1.1 Introduction - This project requires fuels management services to treat vegetation to reduce the risk of wildland fires.
- 1.2 Background - Project areas are reforestation areas, natural and managed stands of timber woodlands, shrubfields, or grass areas of all ages, size, and species. Fuels will consist of harvest activity slash and natural fuels, live fuels, piled fuels and slashed shrubs and trees. Fuel loadings range from less than ½ ton per acre to as high as 100 tons or more per acre. Treatments such as brushing, piling, fuel hazard modification, and prescribed fire have been shown to reduce the risk of wildland fire and the severity of fires that do occur. It is the objective of this contract to treat fuels present on identified units to reduce fuel loading and optimize the treatment of those fuels to the most effective burning period.
- 1.3 Scope - The services in this contract are designed to provide for wildfire hazard reduction, prescribed burning and mop-up, and related services. This contract requires vegetation manipulation, burn unit preparation, prescribed burning and mop-up in compliance with its terms, specifications and provisions. This includes the Contractor formulating and preparing written burn plans for submission and approval by the Contracting Officer's Representative (COR); determining when specific burn units are within prescription parameters through field checks of fuel moisture percentages; providing all required crew members, supervision and making all prescribed burn operational decisions ranging from determining that site specific unit conditions are within approved burn plan parameters, through ignition and holding operations, mop-up and patrol until released by the COR. This includes furnishing labor, supervision, transportation, operating supplies, and incidentals to perform all work necessary to conduct slashing, lop and scatter, pruning, density management area construction, hand piling and cover, prescribed fire plan preparation, fireline construction and maintenance, fuels pullback, prescribed burning and mop-up, additional mop-up, snag felling, roadblock removal/restoration. Supervision for prescribed burning requires a qualified burn boss, firing boss, and holding boss for the complexity level of each burn. Standard classifications of positions on fire projects are defined in the National Wildfire Coordinating Group Wildland Fire Qualifications Subsystem Guide (PMS 310-1, NFES 1414) which is available under "Qualifications" at the following website: <http://www.nwccg.gov>.
- 1.4 Location of Project Areas -The work will be performed primarily in southern Oregon within a radius of **3 hours** travel time from the city limits of Medford and Grants

Pass. The specific location of sample projects are shown on the maps located in Attachment 6.

- 1.5 Boundaries of Project Areas - The project areas are generally identifiable as logged units, by changes in vegetation, roads, or flagging. The boundaries can be adjacent timber stands, recent harvest units, property line boundaries, or other natural or manmade features that clearly define the boundary as noted on the project area maps.
- 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 Contractors accessing project areas via private land shall obtain permission to travel over private lands unless the Government has already obtained access from the private land. Otherwise, the Contractor shall provide the Government a written statement or written documentation of verbal approval given by a named person on a stated date and time that the contractor has been granted permission to travel over private lands.
 - 1.6.3 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 unless other arrangements are approved by the COR.
 - 1.6.4 A key for access to locked gates may be supplied to the Contractor at issuance of a task order. Supplying the Contractor a key for access is at the discretion of the COR. The key shall be returned to the COR in a usable condition before final payment is made. The Contractor will be charged \$30.00 for each key lost or returned in an unusable condition.
 - 1.6.5 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.
- 1.7 Unique Features of Project Areas - Standing timber, wildlife trees and snags may be present within the project sites. Research plots or special protection buffers may be located within the project boundaries. These may have seasonal restrictions on operations, and can not be disturbed during project treatments.
- 1.8 Wildfire Guidelines and Procedure - If, in the judgment of the COR, a slopover that occurs during ignition or mop-up cannot be contained with the personnel and equipment identified in the Countermeasures for Slopover element of the Prescribed Fire Plan, the COR will declare a wildland fire (see definition of wildland fire).

Under this condition, the Contractor shall take immediate action to control, suppress and mop up the escaped fire. The Contractor and crew(s) shall work under the direct supervision of the Government and continue working until released by the Government. The Contractor's personnel will be paid at the applicable firefighting rates paid by the Government. The COR will notify the responsible dispatch center and procedures specified in the Escapement Plan shall be implemented.

1.9 Smoke Management Clearance for Burning and/or Mop-up

1.9.1 The Government will provide smoke management clearance according to each agency's policy and procedures in accordance with the Oregon Smoke Management Plan. Clearance is dependent upon weather conditions. Weather conditions and number of units receiving burn clearance vary from season to season. The Government may not provide clearance for all units requested due to these reasons. Government agencies in southwestern Oregon support the effort to reduce problems in smoke sensitive areas, and agencies will not authorize prescribed burning when local conditions will not allow adequate smoke dispersion. The COR will determine when local conditions will prohibit burning.

1.9.2 It will be at the Government's option which units are ignited on any day(s) due to existing suppression contingencies, priorities of individual units, and smoke management.

1.10 Contractor Liability - ORS Chapter 477 will apply to all Contractor operations except prescribed burning. For prescribed fire, the Contractor shall be liable for suppression cost and resource damages only as a result of failure to follow the approved Prescribed Fire Plan.

1.11 Sequence of Work - The sequence of work in each task order may be determined in whole or part by the Government at the time of task order issue or at pre-work conference, and may be subject to change. The Contractor shall keep the COR or project inspector (PI) informed of crew(s) location(s). The Contractor shall contact the COR or PI when units are completed and when new units are begun.

1.12 Special Requirements

1.12.1 In order to comply with U.S. Fish and Wildlife Service Biological Opinions the following restrictions shall apply if the Government detects Murrelet or Spotted Owl activity or nesting within or adjacent to the project area.

- a. Murrelets - For projects within the thirty-five mile Murrelet zone, work activities above ambient noise levels occurring within 0.25 mile of unsurveyed suitable

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

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

1.12.2 Port-Orford Cedar

- a. In project areas where Port-Orford Cedar (POC) is present as stated in each applicable task order, sequential treatment of the areas shall take place so that areas that are uninfected and free of the pathogen *Phytophthora lateralis* (*Pl*) shall be treated first, and infected areas treated last. Areas will be surveyed by the Government prior to treatment to determine presence or absence of *Pl* and determine sequence to follow for treatment.
- b. Access and egress routes and parking locations will be determined by the COR for all POC projects areas (areas having POC) and *Pl* areas (areas having POC and *Pl*).
- c. Operations in POC and *Pl* areas will be confined to dry season from June 15 to October 15 except during rain events when water forms puddles in the roads or is running in ditch lines, unless otherwise authorized by the COR.
- d. When treatments must occur during the rainy season or during rain events defined as when water forms puddles on the road, and access by vehicular traffic is required, the following guidelines shall be followed to prevent introduction of the pathogen to non-infected areas. If the vehicle, by visual examination by either the Contractor or the Government, has clods of mud or organic material present, then the vehicle shall require washing and removal of the mud or organic material before entering a POC area. Entry into the area will not be allowed until this measure is followed. Prior to departure from a *Pl* area, the vehicle shall be washed and free of dirt or organic material upon leaving the treatment area.

2.0 DEFINITIONS

Accessible - Road access to a unit. Unit will be considered accessible when Government-provided road access is within 1/2 mile of the unit.

Allowable Area - An area identified by the Government in the Prescribed Fire Plan where a fire outside the planned project perimeter will not be declared a wildland fire until it exceeds specified criteria, exceeds a stated target size or threatens the boundary of the allowable area. In such cases an escape does not need to be declared until the criteria in the Prescribed Fire Plan have been exceeded.

BEHAVE - Electronic fire spread model to determine flame length, rate of spread, heat per unit area, and fire line intensity.

Berm - An outer border of the fire control line.

Brush (or shrub) - See definition for shrub.

Broadcast Burning - Prescribed burning done within defined boundaries for reduction of fuel hazard and to meet resource management objectives.

Burn out - Setting fire inside a control line to consume fuel between the edge of the fire and the control line.

Burn Plan - Commonly used term for the Prescribed Fire Plan.

Clump - Single tree and/or shrub with multiple stems originating from one bole or root collar.

Complexity of Prescribed Fire Projects - The Government will evaluate and rate prescribed burn complexity based on the Prescribed Fire Complexity Rating System Guide (Attachment 8). The Guide considers three fire complexity factors: risk, potential consequences, and technical difficulty. Fourteen elements are assigned a Low, Moderate, or High complexity rating for each factor and a summary complexity is determined. Complexity and Level of Difficulty are not synonymous. Burn complexity is one of several factors that influence Levels of Difficulty. A highly complex burn may not be a highly rated Level of Difficulty. All prescribed fire projects rated as complex shall require a prescribed fire burn boss rated as RXB1 and an ignition specialist rated as RXI1.

Contingency Plan - Identification of actions to be taken if the fire exceeds prescription parameters and/or escapes perimeter lines and cannot be returned to prescription or contained with the resources identified in the Prescribed Fire Plan.

Control Line (fireline) - An inclusive term for all constructed or natural barriers and treated fire edges used to control a fire.

Crew Member - The individual responsible for performing field work aspects of this contract for non-prescribed fire activities including fireline construction, slashing and hand piling which usually involves the use of hand tools.

Crew Supervisor - A crew member who provides direction and supervision to fellow crew members during burn unit preparation or wildfire hazard reduction treatments. Is responsible for work accomplishment and performance in accordance with the requirements of the contract.

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

Cup Trench - A trench constructed on the outer edge of the undercut line, deep enough to catch rolling embers and cones on steep slopes.

DBH - Diameter measured at breast height, 4.5 feet above ground on the uphill side if the tree.

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

Engine - Self-propelled unit equipped with a suitable tank, pump, hose, nozzle, plus other accessories necessary to be a well-equipped independent unit, including minimum required hose and hand tools for fire protection.

FBPS Fuel Models - There are 13 fuel models used for estimating fire behavior as described by Anderson H.E., Aids to Determining Fuel Models For Estimating Fire Behavior, GTR INT-122/NFES 1574, April 1982

Firefighter 2 - FFT2 and Crew Boss - CRWB - Standard classifications of positions on fire projects as defined in the Wildland Fire Qualifications Subsystem Guide published by the National Wildfire Coordinating Group, Publication Numbers PMS 310-1 and NFES 1414. Available under "Qualifications" at the following website: <http://www.nwecg.gov>.

Fireline - See control line.

Firing - The intentional setting of fires to fuels during the ignition phase of prescribed burning.

Firing Boss - See Ignition Specialist.

Flank Lines - A fire control line constructed on the side of the unit (running across contours, i.e. up or down the slope).

Hardwood - A broad-leaved tree which usually has a single well-defined trunk and/or is capable of attaining a height greater than 20 feet. Certain sprouting hardwood species may be in the form of multi-stemmed clumps. Both mature trees and young regeneration currently less 20 feet in height are considered hardwoods. Species includes, but is not limited to, canyon live oak, chinquapin, bigleaf maple, madrone, tanoak and oak species.

Hazard - The existence of a fuel complex that constitutes a threat of wildfire ignition, unacceptable fire behavior and severity, or suppression difficulty.

Hazard Reduction - The planned treatment or manipulation of naturally growing vegetation or any other flammable material for the purpose of reducing rate of spread and output of heat energy from any wildfire occurring in the area treated.

Head Fire - A fire front spreading or set to spread with the wind or upslope.

Holding - Actions required to contain the fire within the natural or constructed fireline and prevent escapes and slopovers.

Holding Specialist - Formerly known as Holding Boss. The individual who provides direction to those personnel responsible for holding the line during the ignition and cool down period(s). Required individual qualifications are identified in the Prescribed Fire Plan and are based on the complexity of the burn.

Ignition - Fire started by hand, aerial, or other means.

Ignition Specialist (RXI1/RXI2) - Currently known as Firing or Lighting Boss. Prescribed Fire Ignition Specialist provides direction to lighting crew during ignition of the unit. Standard classifications of positions on fire projects as defined in the Wildland Fire Qualifications Subsystem Guide published by the National Wildfire Coordinating Group, Publication Numbers PMS 310-1 and NFES 1414. Available under "Qualifications" at the following website:
<http://www.nwccg.gov/teams/pmswt/pms.htm>

Infrared (IR) Scan - A procedure that locates hot areas through hand held devices (probeye, Palm IR) and/or IR photography.

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

Jackpot Burn - Burning jackpot fuels at a time or conditions that won't allow the fire to spread from the target area.

Ladder Fuels - Fuels that provide vertical continuity between the ground and the tree crowns, thus creating a pathway for surface fire to move into the overstory tree crowns.

Lateral Lines - Hose lays that provide water delivery off of the trunk or main line.

Leave Group - Multiple trees and/or shrubs selected according to the Item and/or task order specifications not to be slashed or cut within a designated area. Group would be defined by written instructions in task order.

Leave Trees or Shrubs or Leave Vegetation - Vegetation selected according to the Item and/or task order specifications not to be slashed or cut. May include conifers, hardwoods, shrubs, or clumps.

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

Mainline - A hose lay which provides transportation of water from the source to lateral lines.

Maximum Management Area - See Allowable Area.

Mobilization - The act of delivering all ordered personnel and equipment to the project area.

Mop-up - To locate and physically extinguish by the efficient use of water, dirt, chemical agents, or any combination thereof, all burning, smoldering, or burned material.

Mop-Up Boss - The individual who provides direction to those personnel responsible for extinguishing the fire after ignition and holding are completed and until the COR accepts the unit.

Percent Cover - Portion of the project area beneath the dripline of vegetation to be cut as seen from an aerial photo type of view. Does not include reserve vegetation.

Prescribed Fire - Controlled application of fire to wildland fuels in either their natural or modified state, under specified environmental conditions which allow the fire to be confined to a predetermined area and at the same time to produce the intensity of heat and rate of spread required to attain planned resource management objectives.

Prescribed Fire Burn Boss 1, 2, or 3 (RXB1, RXB2, or RXB3) - Is responsible for the organizing and management of all personnel and equipment on the burn project and for meeting prescribed burn objectives. Standard classifications of positions on fire projects are defined in the National Wildfire Coordinating Group Wildland Fire Qualifications Subsystem Guide (PMS 310-1, NFES 1414). Available under "Qualifications" at the following website: <http://www.nwccg.gov>.

Prescribed Fire Crew Member (FFT2 - Firefighter) - The individual responsible for performing prescribed fire-related aspects of this contract such as ignition, holding and mop-up.

Prescribed Fire Plan - Also called the Burn Plan. This is a written plan which includes burn area description, resource and prescribed fire objectives, fuels description, weather and fuel parameters, acceptable fire behavior, smoke management and other considerations, ignition schedule, ignition and holding plan, safety considerations, workforce and equipment needs, unit maps, escape contingency plan, crew briefing and go/no go checklist, and the complexity rating of the burn project. The plan shall be reviewed and approved prior to implementation. The approved plan constitutes the authority to burn, subject to paragraphs 1.9, 1.10, 1.11, and 1.12.

Project Area - The area being treated as identified by the task order.

Reburn - Open flames that develop after the ignition phase in fuels that have previously ignited.

Reserved Vegetation or Reserved Areas - Species of vegetation, vegetation size limits, locations, or all within a project area that are reserved from treatment. Reserve vegetation, vegetation size limits or areas can be designated by the Government with marking (paint, flagging, or sign), by written task order instructions, or contract specifications. The COR may designate additional reserve vegetation, vegetation size limits, or reserve areas. Reserved vegetation, vegetation size limits, and areas shall not be damaged or cut, and shall not be considered in the spacing of leave trees or shrubs.

Riparian or Riparian Reserve Buffer - A no-treatment area along a stream channel edge or outer edge of a riparian vegetation zone, whichever is larger, dependent on the stream classification. Buffer width and location will be identified in the task order and will be excluded from the acreage for payment.

Shrub (or brush) - Any vegetation consisting of woody perennial plant usually having single or multiple stems originating at or near the ground level and less than 25 feet in height.

Slash - Any cut vegetation or existing natural (dead and down) woody debris.

Slopover - Fire that crosses an established control line but can be contained by personnel, equipment, and in a location identified in the Prescribed Fire Plan (Countermeasures for Slopover).

Snag - A standing tree or part of a tree that is dead or has 10 percent or less live crown.

Spot Fire - Any fire located outside of the burn unit caused by airborne fire brands or radiated heat emitted from the prescribed fire.

Stream Channel - That area influenced by high water at the time of the year with the highest flow.

Surplus Vegetation - Includes trees and shrubs designated by the Government to be cut per 5.4.6.

Tons/Acre - Unit of measurement of fuel. May include one or more of the following items: slash, live vegetation, and duff.

Top Line - Fireline constructed on the top of the unit (running parallel to the contours, i.e. across the slope).

Trench - Cut at a 45-degree angle across the fireline to deflect burning material back into the burn.

Understory burn (underburn) - Prescribed burning executed within defined boundaries on an area which has an overstory of trees or shrubs. Prescribed burning is done beneath tree or shrub canopies to interrupt "ladder fuels" extending into the canopy for reduction of fuel hazard and to meet resource management objects. Burning is accomplished in such a manner as to minimize the mortality of designated overstory vegetation.

Undercut Line (Underslung) - Fireline constructed on the bottom of the unit (running parallel to the contour, i.e. across the slope).

Water Bar - Trenches cut at a 45-degree angle across the fireline to deflect water and reduce erosion.

Water Tender - Self-propelled unit equipped with suitable tank, pump, pump power unit, valves, hose, suction line, plus other accessories as required under Subitem N8. See 5.14.6(e) to be a well-equipped independent unit.

Wildland Fire - An escaped prescribed fire is a wildland fire. The COR determines that an escape exists based on either, or both of two criteria: (1) When containment of a slopover requires personnel or equipment exceeding that specified in the Countermeasures for Slopover element of the Prescribed Fire Plan; (2) When environmental conditions and/or fire behavior exceeds that specified in the Prescribed Fire Plan and the COR determines that an escape has or is likely to occur. The declaration of a wildland fire can only be made by the COR or alt. COR.

Wildlife Trees - Standing dead or live trees left for nesting, feeding, perching and shelter for birds and mammals. Trees may be marked with paint and/or designated with a tag stating it is a wildlife tree or as identified by the COR.

3.0 CONTRACTOR-FURNISHED PROPERTY AND SERVICES

3.1 Unless otherwise specified herein, the Contractor shall provide all labor, transportation, materials, and equipment necessary to perform the work as described herein.

3.2 The Contractor shall provide a means of communication whereby the Government can leave a message and receive a response within 8 hours. The Government will consider the Contractor notified to begin work when the message has been delivered. This system must be in operation 24 hours per day.

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

3.4 Operating Permit - State law requires inspection and permit to operate power-driven machinery including chain saws. The Contractor shall obtain a permit from the local State Forestry Office prior to the operation of power-driven machinery.

- 3.5 Tractor - Operations such as roadblock removal and restoration, crushing of vegetation, fireline construction, mop-up of landings, and prescribed burn holding operations will require the use of a tractor with trailer. Tractor size of 24,000 pounds gross operating weight, and 95 horse power or less is required. (Example: equivalent to Caterpillar D-4, John Deere 450, Komatsu D45A, Case 750, MF 300, or smaller sizes). Other types of mechanized equipment capable of performing roadblock removal and restoration may be used if capable of performing the operation. Tractor operations including roadblock removal and restoration, crushing of vegetation, and mop-up of landings are included in Subitem N11. The Contractor may consider the use of a tractor for holding and slopover/escape fire contingency purposes when planning and implementing prescribed burning. The cost for utilizing a dozer shall be included within Subitems for prescribed burning. The use of a tractor for these purposes should be included in Prescribed Fire Plan, and will require prior approval by the COR.
- 3.6 Noxious Weeds - Insure that all equipment is cleaned off prior to operating on Government lands. Remove all dirt, grease, and plant parts that carry noxious weed seeds or vegetative parts. This may be accomplished with a pressure hose. In addition, if equipment is found operating in a noxious weed area, the equipment must be cleaned before moving to another area.
- 3.7 Security of Materials - The Contractor may leave its equipment and Government-furnished property at the work site. The Contractor shall be responsible for the Contractor's equipment and Government-furnished property if it should be lost, stolen or damaged, unless the Government orders the material to be left unattended by the Contractor, such as when the water deliver system is to be provided without crew support.
- 3.8 Furnish at least two radios per module ordered under Subitem N. Radios must be programmable and capable of communicating with narrow band federal and State frequencies.
- 3.9 A working, English-literate crew supervisor, who is knowledgeable and experienced in the required work and supervision, shall be provided for each crew and is required to stay with the crew while work is in progress.
- 3.10 Furnish personal protective equipment in addition to that offered in the technical proposal on a negotiated basis on each task order, to cover the depreciated value of the equipment.
- 3.11 Aerial Ignition – Only Federal Aviation Administration (FAA) certified aircraft and pilots shall be used should the Contractor choose to use aerial means to perform the

work described herein. A copy of the appropriate FAA aircraft and pilot certificates documenting approval for the type of work being conducted shall be provided to the Contracting Officer (CO) in advance.

4.0 GOVERNMENT-FURNISHED PROPERTY AND SERVICES

4.1 Unless otherwise specified, all Government-furnished equipment and supplies, hereinafter referred to as Government-furnished property, shall be picked up by the Contractor at the Bureau of Land Management (BLM) Medford Interagency Office at 3040 Biddle Road, Medford, Oregon and signed for on Form DI-105 by the Contractor or Contractor's authorized representative. The Contractor shall be responsible for the return of all Government furnished-property within 24 hours from final acceptance of the contract or task order as applicable. At time of return, the Contractor shall furnish the COR with an inventory of property being returned. The Contractor shall be held responsible for any shortages of Government-furnished property.

4.2 The Government shall furnish property and services as listed below:

4.2.1 Unit Prescribed Fire Plans template. The Government will provide a Prescribed Fire Plan form for each burn unit and may vary in format based on agency. Sample fire plans are included in Attachment 4.

4.2.2 General weather forecast and other weather information will be available for use by the Contractor at the BLM Medford District Office and through the National Weather Service internet sites.

5.0 SPECIFIC TASKS

5.1 Subitem A - Slashing

5.1.1 The levels of difficulty for slashing will be identified in the task order. The levels are based on the relative amount of material to be slashed, according to size of material to be slashed, as described in 5.1.2 and 5.1.3.

Subitem A1 - Level I - Unit density is estimated to average less than 60 percent cover to be cut. See 5.1.2.

Subitem A2 - Level II - Unit density is estimated to average greater than 60 percent cover to be cut. See 5.1.3.

5.1.2 Subitem A1: All live and dead standing vegetation greater than 12 inches in height or length, but not over 7" DBH shall be completely severed with the stump height not to

- exceed 6 inches. This will be the standard size for treatment for Subitem A1 unless otherwise designated. The task order may designate a different size within this range for individual units (example: slash 12 inches to 4 feet in height only, instead of the 12 inches to 3" DBH), but not outside the 12 inch height to 7" DBH range. Individual species may also be specified as reserved from cutting on individual units. When vegetative conditions consist of multiple stem resprouted vegetation, the task order may reserve one or more stems from cutting for individual species of multi-stem plants. The reserved stems shall be the largest stems.
- 5.1.3 Subitem A2: All live and dead standing vegetation greater than 12 inches in height or length, but not over 7" DBH shall be completely severed with the stump height not to exceed 6 inches. This will be the standard size for treatment for Subitem A2 unless otherwise designated. The task order may designate a different size within this range for individual units (example: slash 12 inches to 4 feet in height only, instead of the 12 inches to 3" DBH), but not outside the 12 inch height to 7 inch DBH range. Individual species may also be specified as reserved from cutting on individual units. When vegetative conditions consist of multiple stem resprouted vegetation, the task order may reserve one or more stems from cutting for individual species of multi-stem plants. The reserved stems shall be the largest stems.
- 5.1.4 Each task order will specify the level of difficulty, access, size limits for treatment, whether hardwoods and/or conifers are included, and if any individual, clump, or group of species or if individual stems of multi-stem species are reserved from treatment.
- 5.1.5 Slashing shall be accomplished throughout the entire unit, excluding areas identified by the task order as reserved from treatment. Firelines shall remain free of debris. Contractor shall restore firelines to original clear condition following slashing.
- 5.1.6 Lop and buck the resulting slash to a maximum 8-foot length and a depth not to exceed 24 inches.
- 5.2 Subitem B - Lop and Scatter, B1 – Level I
- 5.2.1 The amount of slash to be lopped and scattered averages less than 20 tons per acre. Slash shall be reduced to the extent that it is within 12 inches of the ground at all points.
- 5.2.2 The material to be treated consists of down woody material created from vegetation treatments (such as harvest, thinning, or slashing, etc.) or created through natural process.

5.2.3 Lop and scatter all existing slash so that all top and side branches are free of the central stem so that the slash is reduced to within the limit of the ground at all points, as stated for the level of difficulty. Central stem length shall not exceed eight feet.

5.3 Subitem C – Pruning

5.3.1 The levels of difficulty for pruning will be identified in the task order. The levels are based on the expected number of trees per acre (TPA) requiring treatment.

Subitem C1 - Level I - Less than 100 TPA.

Subitem C2 - Level II – Greater than 100 TPA.

5.3.2 Each task order will specify the level of difficulty, access, species to be treated and species to be reserved from treatment, and upper height above ground level to treat.

5.3.3 Designated vegetation shall be pruned of live and dead limbs and branches to a designated height measured above ground level. The designated height shall not exceed 12 feet above ground level, and will typically be designated to a height above ground level of up to 8 feet. The COR will designate the height for each individual unit. The pruning height may vary + or - one foot from the designated height. Limbs shall be cut cleanly and to within ½ inch of the bole of the tree.

5.3.4 Tree limbs that attach to the bole above the designated pruning height, but have limbs extending into the pruning height area, shall be pruned so that they do not extend below the designated height.

5.3.5 Material pruned shall be pulled back 4 feet away from tree bole.

5.3.6 Individual species of hardwoods, shrubs, and conifers may be specified as reserved from pruning on individual units.

5.4 Subitem D - Create Density Management Restoration Areas - Conifer Stands

5.4.1 Density Management Restoration Areas (DMRAs) shall be created to meet management objectives such as: restore conifer stands to sustainable density levels, increase resistance and resiliency to disturbance, limit wildland fire rate of spread, and/or to establish holding areas for use during prescribed burning and fire suppression activities. Treatments required in this Subitem include cutting trees, slashing surplus vegetation, pruning residual trees, and snag felling. Standing dead conifers, hardwoods and shrubs shall be included as surplus when not reserved.

5.4.2 The levels of difficulty for DMRA's are based on percent cover of material to be treated. Level is identified in the task order.

Subitem D1 - Level I - The percent cover of material to be cut is less than 60 percent.

Subitem D2 - Level II - The percent cover of material to be cut is greater than 60 percent.

5.4.3 Each task order will include level of difficulty, access, written instructions designating spacing width; diameter limit, pruning height; any no-treatment areas; additional reserve vegetation, tree and shrub species order of preference.

5.4.4 Spacing widths shall be designated for each project area in written instructions with each task order. Multiple spacing widths for conifers, hardwoods, and shrubs may be designated within the range of **15 to 45** feet. The average spacing may vary + or - 20% of the designated spacing in order to select the best leave vegetation without numerically changing the average number of leave trees per acre.

5.4.5 Criteria for Selecting Leave Vegetation

- a. The best available trees and shrubs shall be selected as leave vegetation and treated in accordance with spacing requirements. Specific instructions on amounts of hardwoods and shrubs that shall be selected as leave vegetation may be included in the task order.
- b. Leave Trees ≥ 12 " DBH - All conifers and hardwoods 12 inches DBH and larger are reserved from cutting. These trees shall be included in spacing requirements.
- c. Leave Trees < 12 " DBH - The largest, healthiest, best formed trees shall be selected as leave trees.
- d. The Government may identify additional individual species of leave vegetation or leave vegetation areas within each unit.

5.4.6 Treatment of Surplus Vegetation

- a. All live and dead conifers, hardwood trees, and shrubs not selected as leave vegetation or designated as reserved vegetation becomes surplus vegetation. Surplus vegetation to be cut will typically (but not limited to) be less than 7" DBH. Surplus vegetation within the specified spacing of acceptable leave tree shall be severed six inches or less above the ground. No live limbs shall be left on the stump of any cut stem.

- b. Hardwoods and conifers greater than 12" DBH are reserved vegetation and shall not be cut or girdled.
 - c. Leave and reserved vegetation shall not be damaged while cutting surplus vegetation, or buried with slash.
- 5.4.7 Unless further treatment of slash is prescribed, such as hand piling and burning, swamper burning or underburning, lop and scatter the resulting slash to a maximum 8-foot length and a depth not to exceed 24 inches.
- 5.4.8 No slash cut by the Contractor shall be left on the ground within 25 feet of any road or outside the project area. All slash shall be removed at least 25 feet from the road shoulder on the upper (uphill) side, and 50 feet on the lower (downhill) side.
- 5.4.9 Slashed, cut and felled material shall be bucked into the standard length of no more than 8 feet unless longer lengths are designated by the task order to meet utilization objectives.
- 5.4.10 Leave and reserved trees shall be pruned to a height of up to 8 feet above ground level as designated by the task order. Live and dead limbs and branches shall be cut cleanly and as close to the bole of the tree as possible. Tree limbs and branches that are attached to the bole above the designated pruning height, but have limbs or branches extending into the pruning height area, shall be pruned so they do not extend below the designated height.
- 5.4.11 The COR may select individual leave snags and not require felling when snags are deemed necessary for other resource objectives.
- 5.5 Subitem E - Create Density Management Restoration Areas - Woodland/Shrubland
- 5.5.1 Density Management Restoration Areas (DMRAs) shall be created to meet management objectives such as: restore woodland/shrubland stands to sustainable density levels, restore habitat, increase resistance and resiliency to disturbance, limit wildland fire rate of spread, and/or to establish holding areas for use during prescribed burning and fire suppression activities. Treatments required in this Subitem include cutting of shrubs, trees, slashing of surplus vegetation, pruning of residual trees, and snag felling. Standing dead conifers, hardwoods and shrubs shall be included as surplus when not reserved.
- 5.5.2 The levels of difficulty for DMRAs are based on percent cover of material to be treated. The level of difficulty will be identified in the task order.

Subitem E1 - Level I - The percent cover of material to be cut is less than 60 percent.

Subitem E2 - Level II - The percent cover of material to be cut is greater than 60 percent.

- 5.5.3 Each task order will include level of difficulty, access, written instructions designating spacing width; pruning height; any no treatment areas; reserve areas and vegetation, leave vegetation species order of preference.
- 5.5.4 Reserve Areas and Individual Species of Trees and Shrubs
- a. Areas of trees and shrubs may be reserved from treatment in designated units. The Government will determine if reserve areas are included in a project area treatment. Prior to the Contractor commencing work in a unit, the Government may designate reserve area(s) within each unit, or, the Government may authorize the Contractor to designate the reserve area(s) within each unit based on written instructions for selection of reserve area(s). Instructions on reserve area(s) selection may include size, number, and vegetation condition. Reserve areas shall be considered in the spacing of adjacent leave vegetation and are excluded from the acreage for payment purposes.
 - b. Individual reserve trees and shrubs may be designated by the Government. These will be identified with marking (paint, flagging, or sign), or by written instructions. Reserve trees and shrubs shall not be damaged or cut.
- 5.5.5 Criteria for Selecting Leave Vegetation - Individual Leave Trees and Shrubs, and Groups and Clumps.
- a. The Contractor shall select leave vegetation including groups and clumps based on written instructions from the Government. These instructions may be in the form of a table, or narrative.
 - b. Spacing for leave trees and shrubs, and for leave groups and clumps will be designated for each unit by the task order. Multiple spacing widths for conifers, hardwoods, and shrubs may be designated within the range of 15 to 45 feet. The spacing designated shall be no less than 15 feet and no greater than 45 feet between leave vegetation. The designated spacing may be varied plus or minus 10 feet in order to choose the best leave tree or shrub. For spacing purposes, groups and clumps shall be considered as one stem.
- 5.5.6 Treatment of Surplus Vegetation

- a. All live and dead vegetation not selected as leave or reserved over one foot tall and up to 20" (single stem) at one foot above ground level within the specified spacing of each acceptable leave tree or shrub stem and leave group or clump shall be severed six inches or less above the ground. No live limbs shall be left on the stump of any cut stem.
- b. Leave trees, shrubs, groups and clumps shall not be damaged while cutting vegetation, or buried with slash.

5.5.7 All conifer, hardwood and shrub stumps shall be cut within six inches of the ground.

5.5.8 Slashed, cut and felled material shall be bucked into the standard length of no more than eight feet unless longer lengths are designated by the task order to meet utilization objectives.

5.5.9 The COR may reserve individual snags from felling requirements when snags are deemed necessary for other resource goals.

5.6 Subitem F - Hand Pile and Cover

5.6.1 The levels of difficulty for hand piling and covering will be identified in the task order. The levels are based on the number of piles per acre expected, based on the amount of slash on the unit meeting specifications from 5.6.2. The Government will designate which specification for size of material to be piled with each task order. The following are hand pile and cover levels:

Subitem F1 - Level I - An average of fewer than 20 piles per acre.

Subitem F2 - Level II - An average of 21 to 40 piles per acre.

Subitem F3 - Level III - An average of 41 to 60 piles per acre.

Subitem F4 - Level IV - An average of 61 to 80 piles per acre.

Subitem F5 - Level V - An average of 81 to 100 piles per acre.

Subitem F6 - Level VI - An average of 101 to 120 piles per acre.

Subitem F7 - Level VII - An average of 121 to 140 piles per acre.

Subitem F8 - Level VIII - An average of 141 or greater piles per acre.

- 5.6.2 All slash less than 7 inches in diameter and greater than 2 feet in length shall be piled. Slash less than 2 feet in length shall be left on the ground. Slash left on the ground shall not exceed 6 inches in depth. The task order or the COR in writing may designate a different size within this range for individual units (example: slash 1-4 or 2-6 inches only, instead of the less than 6 inches), but not greater than 7 inch diameter.
- 5.6.3 All piles shall be constructed by laying limbs, stems, cut boles, and other slash in the pile so as to be parallel with each other. Slash that causes large air spaces in piles shall be cut to eliminate air spaces. Each pile shall include an area of small sized slash (small branches less than ¼ to ½ inch in diameter and/or small branches with needles or leaves attached) to provide “kindling” for prompt ignition and to aid in combustion of larger slash. These fuels shall be placed in the center of the pile.
- 5.6.4 Pile size shall be a maximum of 8 feet in diameter by 8 feet in height, and minimum pile size shall be 6 feet in diameter by 5 feet in height at the time of final inspection by the Government. The Government may designate smaller maximum, minimum, or both when it determines this is required to meet resource or prescribed fire objectives.
- 5.6.5 All piles shall be covered with 4-mil polyethylene plastic or alternate material approved by the COR to cover at least 90% of the surface of each pile, maximum plastic size of 10’ x 10’. All four corners and the middle of the plastic sheets shall be anchored with slash or other debris. Covering shall be done at the time of piling.
- 5.6.6 Piles shall not be closer than 10 feet to leave or reserved vegetation or 25 feet to a unit boundary, unless approved by the COR. Slash shall not be piled or placed on logs or stumps, in roadways or drainage ditches, or within channel bottoms or streams unless designated otherwise by the COR. Slash shall not be piled or placed in buffer zones. Information on locations, widths, and any other information concerning reserve areas will be provided by the Government.
- 5.6.7 The Contractor shall keep records shall include an accurate description of plot location (bearing and distance between plots) marked on a map. Plot center location shall be flagged with a color as designated by the TO and indicated with a plot number.
- 5.7 Subitem G - Fireline Construction and Maintenance
- 5.7.1 The levels of difficulty for fireline construction will be identified in the task order. The levels are based on the following:

Subitem G1 - Level I - Hand fireline renovation, where firelines have previously been constructed. May include up to 200 feet of new construction when existing fireline location is deemed inadequate for holding by the Contractor.

Subitem G2 - Level II - When new hand firelines are constructed on unit boundaries or through continuous downed slash. Throw back or pull back of slash is necessary.

5.7.2 All fireline construction shall be performed and maintained in accordance with the following specifications.

- a. Location - Unless otherwise designated, firelines shall be located adjacent to the unit boundary, within 50 feet outside of actual unit boundary, in locations affording the optimal holding capability, and remain on agency property. The Government may choose to clearly mark the pre-burn and post-burn fireline location with colored plastic ribbon. The fireline shall be constructed to follow the flagged line as closely as possible. Variations will be permitted if unforeseen obstacles are found. Pacific Yew shall not be cut or damaged. Fireline location shall avoid the necessity of cutting or limbing Pacific Yew. The COR shall be notified if cutting or limbing of Pacific Yew is unavoidable prior to cutting any Pacific Yew.
- b. Clearing Limits - Hand fireline shall be cleared to a width of 8 feet and a height of 8 feet. The width shall be measured parallel with the ground (slope distance). The height shall be measured from the side of the line away from the unit. A strip at least 1.5 foot wide to a maximum of 3 feet wide, and centered within the cleared area shall be cleared to mineral soil. A strip less than 1.5 foot wide may be designated by the COR on some units.
- c. Material to be Cleared - Within the 8-foot line, the following material shall be cut and removed:
 - 1) Ferns, shrubs and other vegetation. Cut to within 18 inches of ground level or as close as possible without damaging tools.
 - 2) Cut live and dead trees at ground level or as close as possible without damaging tools. No trees larger than 7 inches DBH shall be cut. The fireline shall be located to avoid larger green trees.
 - 3) Limbs extending within the fireline shall be cut close to the tree if the point of cutting can be reached from the ground (about 8 feet from the ground). Limbs shall be cut when they enter the fireline clearing limits if they cannot be cut at

the tree. Limbs cut close to the tree need not be cut flush but "spike" limbs will not be allowed.

- 4) Slash and litter shall be removed from the 8-foot (both height and width) fireline clearing strip. Natural ground duff need not be removed except from within the 3-foot strip on the fireline work area.
- 5) A 3-foot section shall be removed from logs located across the fireline.
- d. Disposal of Cleared Material - Material cut from within the fireline shall be placed on the unit side (inside) of the fireline and scattered. Soil berms and piles will not be permitted on top of flammable material. Log sections may be rolled downhill and away from the unit provided that they are left outside the fireline.
- e. Snags and High Stumps - Snags or high stumps may be left next to the fireline when designated or approved by the Government.
- f. Side Slopes - On side slopes that are steeper than 30 percent, the 3-foot wide strip shall be cup trenched sufficiently to catch rolling material 6 inches or less in diameter.
- g. Water Bars - Water bars shall be constructed in all firelines at the time of initial construction. The water bar shall consist of a diagonal ditch across the three-foot wide mineral soil portion of the fireline, but not in excess of the following guidelines. The water bar shall be approximately 6 inches to 10 inches deep and approximately 5 feet long. Unless otherwise directed, drainage shall allow rolling material and drainage into burn unit.

Percent of Slopes:	00% - 09% - None Required
	10% - 29% - 1 Water Bar Every 300'
	30% - 59% - 1 Water Bar Every 150'
	60% + - 1 Water Bar Every 100'

5.8 Subitem H - Prescribed Fire Plan Preparation

- 5.8.1 The levels of difficulty for Prescribed Fire Plan preparation are identified in the task order. The levels are based on the complexity level of the prescribed fire project based on the Prescribed Fire Complexity Rating System Guide.

Subitem H3 - Level III - Low complexity prescribed fire projects. This will typically include hand pile prescribed fire plan development and preparation. Swamper burn, broadcast and understory burn projects may be included if they are of a low

complexity. This level may include a single Prescribed Fire Plan for multiple hand pile units.

Subitem H2 - Level II - Moderate complexity prescribed fire projects. This will typically include understory and broadcast burn, prescribed fire plan development and preparation. Swamper and hand pile burns projects may be included.

Subitem H1 - Level I - High complexity prescribed fire projects. This will typically include understory and broadcast burn, prescribed fire plan development and preparation.

- 5.8.2 Complete and submit for approval a Prescribed Fire Plan for each broadcast burn, understory burn, and swamper burn unit; and for individual or grouped hand pile unit(s). Complete portions covering ignition scheduling, ignition and holding plan, workforce and equipment needs, briefing checklist, Go/No-Go checklist, communications plan, and mop-up plan. Sample Prescribed Fire Plan showing the full plan and indicating the portions of the plan the Contractor is to complete is shown in Attachment 4.
- 5.8.3 Ignition Scheduling - Shown in the Sample Prescribed Fire Plan. This portion is completed by both the Government and the Contractor. The Contractor shall identify any additional Constraints/Special Considerations to ignition scheduling not already indicated by the Government.
- 5.8.4 Ignition Plan & Holding Plan - Shown in the Sample Prescribed Fire Plan. This portion is completed by the Contractor.
- a. A narrative discussing firing plan and technique; identify potential holding problems and location of holding forces, strategies and objectives; location of water sources; counter measures for slopovers; and any other ignition and holding considerations. Indicate what shall be done, when it shall be done, how it shall be done, who shall do it, and shall include work force, equipment and supplies needed.
 - b. Map at a scale fitting the entire unit (as large as possible) on a 8½ by 11-inch sheet of paper, showing ignition technique and pattern, placement of holding crew and equipment, area(s) of concern, and location where weather shall be monitored and documented. A map legend shall be included.
 - c. Any changes in the ignition and holding elements of the Prescribed Fire Plan shall be submitted to the COR for approval the day of ignition or before.

- 5.8.5 Organazation & Equipment Needed - Shown in the Sample Prescribed Fire Plan. This portion is completed by the Contractor. The Contractor shall complete the workforce and equipment needs, portion of the Plan for the Low, Desired, and High acceptable prescription range of the fuel and weather parameters. The workforce and equipment listed by the Contractor will represent the minimum acceptable amounts needed at that level to successfully carry out the burn and to contain any escaped fires. The Contractor will determine the minimum equipment and personnel needs at the time of an escaped fire in "outside fuels" with given prescription parameters. The contractor will determine line building capability of resources on site. Line building capability will be compared to the predicted rate of spread in BEHAVE to determine if resources are adequate to contain an escaped fire.
- 5.8.6 Contingency Plan and Wildfire Conversion - Shown in the Sample Prescribed Fire Plan. This portion is completed by the Contractor. Contractor will describe in detail the strategies and opportunities for containing an escaped fire from any flank of the unit by including direct and indirect attack methods.
- 5.8.7 Briefing Checklist - Shown in the Sample Prescribed Fire Plan. This is completed by the Contractor. It is to be used on day of ignition for the briefing prior to starting ignition. It is signed and dated at that time.
- 5.8.8 Go-No Go Checklist - Shown in the Sample Prescribed Fire Plan. This is used by the Contractor and the Government. It is used on day of ignition prior to starting ignition. It is signed and dated by Contractor and the Government representative.
- 5.8.9 Medical Plan - Shown in the Sample Prescribed Fire Plan. This is used by the Government for Government employees, and for Contractor employees when a burn is declared a wildland fire. The Contractor shall have its own medical plan in place.
- 5.8.10 Communications Plan - Shown in the Sample Prescribed Fire Plan. This is completed by Contractor and the Government.
- 5.8.11 Post Burn Activities & Daily Mop-Up Shift Plan - Shown in the Sample Prescribed Fire Plan. This is completed by the Contractor and reviewed and approved by the Government. The mop-up plan shall be based on 5.15 Standard Patrol and Mop-Up. It shall address the mop-up objectives of (1) the prevention of fire escape outside the unit boundaries, (2) prevention of reburn within unit boundaries, and (3) prevention of residual smoke problems in residential and rural interface areas. It shall consist of an initial plan and follow up daily plans beginning on ignition day. The daily plan shall be submitted to the COR prior to the next day's work and is subject to approval. All daily mop-up submissions shall contain the following:

- a. Map at a scale showing the entire unit and burned areas outside of fireline (as large as possible) on a 8½ by 11-inch sheet of paper, pattern of mop-up; placement of crew and equipment; areas of potential problems (reburn, burning "wildlife trees", landings) and map legend.
 - b. A narrative discussion of shift objective with mop-up priority, daily result objectives, schedule of mop-up, patrol and contingency plans should an escape occur. Any special considerations or hazards shall be included in plan.
 - c. At the option of the COR the initial mop-up plan may be acceptable in lieu of the follow up daily plan.
- 5.8.12 The Prescribed Fire Plan shall be very specific and based upon the Contractor's on-site inspection of the unit and environmental conditions. A joint on-site inspection involving both the Contractor and the Government may be requested by either party to clarify objectives and resolve deficiencies in the plan. This plan shall be submitted to the COR for approval at least 30 calendar days prior to the estimated ignition date. See Sample Prescribed Fire Plan shown in Attachment 4.
- 5.8.13 Aerial Ignition Requirement - The Government may determine that individual burn units may require aerial ignition (helitorch or sphere dispenser) methods due to safety considerations for the ignition personnel, unit size, and/or are the needed to achieve prescribed fire and resource objectives. If so, the Prescribed Fire Plan shall identify aerial ignition as the method for internal unit ignition or portions of unit ignition.
- 5.9 Subitem I - Fuels Pullback
- 5.9.1 The levels of difficulty for fuels pullback are identified in the task order. The levels are based on the number of trees per acre to be treated, as follows:
- Subitem I1 - Level I - Fuels pullback on less than 20 trees or snags per acre.
- Subitem I2 - Level II - Fuels pullback on greater than 21 trees or snags per acre.
- 5.9.2 Each task order will include level of difficulty, and written instructions which (1) designate and describe identification or selection of treatment trees and snags; and (2) any reductions in amounts or type of fuels for pullback, width of pullback, reduction in clearing height; and any no-treatment areas. Fuels for pullback shall include both natural and activity generated fuels.
- 5.9.3 All fuels pullback shall be performed in accordance with the following specifications.

- a. Trees/snags to be treated - Perform fuels pullback on leave trees and snags as designated by the task order.
- b. Clearing - Each tree/snag designated for pullback shall be cleared around the tree/snag to the following: All surface fuels from the bole of the tree out to the dripline plus 1-foot wide area; aerial fuels from a 2-foot wide area, 8 feet in height. Material greater than 3" diameter within the clearing zone shall be rolled at least 4 feet from the bole. Duff and litter may be removed such that the depth is 6 inches or less. Care shall be taken to maintain the lower duff layer as damage to sub-surface roots could occur. Clearing shall include removing ladder fuels 8 feet up the bole of the tree/snag. This may require some pruning or cutting.
- c. Removed fuels - Scatter all removed fuels and avoid concentrating the fuel. On sloping ground, fuel shall be scattered uphill or sidehill from the tree/snag. No removed fuel shall be below the tree/snag on a slope. On flat ground, any direction is acceptable.

5.10 Subitem J - Prescribed Burn and Mop-Up - Swamper Burn

5.10.1 Swamper burning combines hand piling and burning into a concurrent operation. A small pile of slash is created and ignited. More slash is added to the pile while the pile is burning. This type of burning is typically classified as Low Complexity.

5.10.2 The levels of difficulty for swamper burning are identified in the task order and are based on the estimated amount of slash, in tons per acre, requiring burning in accordance with 5.10.6:

Subitem J1 - Level I – Units with an average of 20 tons/acre or less.

Subitem J2 - Level II – Units with an average of 21 to 40 tons/acre.

Subitem J3 - Level III – Units with an average of 41 or more tons/acre.

5.10.3 The swamper burning season in interior southwest Oregon normally can occur between late October and early June. Major control problems can occur during a period of frontal passage and strong east wind conditions. Close attention to weather forecasts and securing and patrolling of previously burned units is common practice to eliminate any escaped fires.

5.10.4 All prescribed fire operations shall be initiated only when a Prescribed Fire Plan has been approved and signed by the COR. All elements of the plan shall be followed

unless a deviation has been approved in advance by the COR. The Contractor shall conduct a preburn crew briefing, as prepared in the Plan.

- 5.10.5 Clearance to Burn - The Contractor shall monitor fuel and weather conditions to determine time periods when units are in the prescription parameters identified in the Prescribed Fire Plan. The Contractor may consult the Government regarding short, mid, and long term weather forecast to determine the potential impacts to fuel moisture conditions and the ability to meet Prescribed Fire Plan objectives. The Contractor shall notify the Government no later than 1400 hours on the day prior to ignition when specific units are within burn prescription parameters and of their request to burn. The Government will notify the Contractor via telephone or direct communications at or before 0900 hours on the day of the proposed ignition of smoke management conditions and any updated weather forecasts that would cancel the burning. The Government will grant final approval to conduct burning. Approval is based on the Government verifying: 1) unit fuel and weather conditions are within Prescribed Fire Plan parameters and prescribed fire and resource objectives are attainable; 2) Prescribed Fire Plan parameters and objectives for smoke management are attainable based on smoke management instructions and forecast, and weather forecasts for proposed burn date and time; and 3) successful completion of the Go/No Go Checklist and the test fire.
- 5.10.6 All slash more than 2 feet long and between 1 inch and 7 inches in diameter at the large end shall be piled and burned. Larger material which has a portion meeting this specification must be bucked at the 6-inch diameter and that portion piled and burned. In all cases, the debris after treatment shall be less than 6 inches deep. Stoke each pile until at least 90 percent of the pile is consumed.
- 5.10.7 Unless otherwise designated, piles shall not be located closer than 25 feet from unit boundary and reserved areas. Piles shall not be located closer than 10 feet from standing snags, wildlife trees, and live trees in order that no damage occurs to these from burning operation. Slash shall not be piled or burned on logs or stumps, in roadways or drainage ditches, or within reserved areas such as riparian zones, channel bottoms or streams.
- 5.10.8 During ignition operations, the Contractor's crew supervisor shall maintain contact with the Government representative through mutually-agreed-upon communications system at all times.
- 5.10.9 Conduct holding operations in accordance with the prescribed fire plan. Relocation of personnel and equipment may be required as ignition and burnout progresses. The Contractor's crew supervisor shall recognize the need for and make such relocations, dependent upon on-site weather and fire conditions.

- 5.10.10 Extinguish any fire outside the fireline of the unit, or unit boundary and promptly report this to the COR at the site. A fireline shall be constructed completely around each slopover, spot fire or fire outside the primary unit boundary. The minimum shall be a fireline scraped to mineral soil 1 foot in width with all overhanging combustible material cleared for 3 feet on each side of the fireline and 6 feet overhead.
- 5.10.11 Do not fell any wildlife trees or snags which may have fire in them without approval of the COR or PI.
- 5.10.12 Mop-up shall be performed in accordance with 5.15, Standard Mop-up and Patrol.

5.11 Subitem K- Prescribed Burn and Mop-Up: Broadcast and Understory Burn

- 5.11.1 The Levels of Difficulty for broadcast burns and understory burns are based on the following criteria and descriptions. Levels of Difficulty will be identified in the task order. Criteria used in determining a Level of Difficulty consists of the Complexity Rating based on the Prescribed Fire Complexity Rating System Guide; and on unit size. The Government will rate the prescribed fire complexity for each unit and will assign a rating of Low, Moderate, or High. The size of a unit is a factor for the level of difficulty. Unit size is divided into four groups: 25 acres or less, 26 to 75 acres, 76 to 150 acres, and 151 acres or greater.

Subitem K1 - Level I - Low Complexity Rating, Unit size 25 acres or less.

Subitem K2 - Level II - Low Complexity Rating, Unit size 26 to 75 acres.

Subitem K3 - Level III - Low Complexity Rating, Unit size 76 to 150 acres.

Subitem K4 - Level IV - Low Complexity Rating, Unit size 151 acres or greater.

Subitem K5 - Level V - Moderate Complexity Rating, Unit size 25 acres or less.

Subitem K6 - Level VI - Moderate Complexity Rating, Unit size 26 to 75 acres.

Subitem K7 - Level VII - Moderate Complexity Rating, Unit size 76 to 150 acres.

Subitem K8 - Level VIII - Moderate Complexity Rating, Unit size 151 acres or greater.

Subitem K9 - Level IX - High Complexity Rating, Unit size 25 acres or less.

Subitem K10 - Level X - High Complexity Rating, Unit size 26 to 75 acres.

Subitem K11 - Level XI - High Complexity Rating, Unit size 76 to 150 acres.

Subitem K12 - Level XII - High Complexity Rating, Unit size 151 acres or greater.

- 5.11.2 The prescribed burning season for the interior southwest Oregon for understory and broadcast burning normally is between October and June. Major control problems can occur during a period of frontal passage and strong east wind conditions. Close attention to weather forecasts and securing and patrolling of previously burned units is common practice to eliminate any escaped fires.
- 5.11.3 All prescribed fire operations shall be initiated only when a Prescribed Fire Plan has been approved and signed by the COR. All elements of the plan shall be followed unless a deviation has been approved in advance by the COR. The Contractor shall conduct a preburn crew briefing, as prepared in the Plan.
- 5.11.4 Clearance to Burn - The Contractor shall be responsible for monitoring fuel and weather conditions to determine time periods when units are in the prescription parameters identified in the Prescribed Fire Plan. The Contractor may consult the Government regarding short, mid, and long term weather forecast to determine the potential impacts to fuel moisture conditions and the ability to meet Prescribed Fire Plan objectives. The Contractor shall notify the Government no later than 1300 hours on the day prior to ignition when specific units are within burn prescription parameters and of their request to burn. The Government will notify the Contractor via telephone or direct communications at or before 0900 hours on the day of the proposed ignition of smoke management conditions and any updated weather forecasts that would cancel the burning. The Government will grant final approval to conduct burning. Approval is based on the Government verifying: 1) unit fuel and weather conditions are within Prescribed Fire Plan parameters and prescribed fire and resource objectives are attainable; 2) Prescribed Fire Plan parameters and objectives for smoke management are attainable based on smoke management instructions and forecast, and weather forecasts for proposed burn date and time; and 3) successful completion of the Go/No-Go Checklist and the test fire.
- 5.11.5 During ignition operations, the Contractor's crew supervisor shall maintain contact with the Government representative through mutually agreed upon communications system at all times.
- 5.11.6 Conduct holding operations in accordance with the prescribed fire plan. Relocation of personnel and equipment may be required as ignition and burnout progresses. The

Contractor's crew supervisor shall recognize the need for and make such relocations, dependent upon on-site weather and fire conditions.

- 5.11.7 Extinguish any fire outside the fireline of the unit, or unit boundary, and promptly report this to the COR at the site. A fireline shall be constructed completely around any fire, slopover, or spot fire outside the primary unit boundaries. The minimum shall be a fireline scraped to mineral soil 18 inches in width with all overhanging combustible material cleared for three feet on either side and six feet overhead.
- 5.11.8 Do not fell any reserved trees or snags which may have fire in them without approval of the COR.
- 5.11.9 Mop-up shall be performed in accordance with 5.15, Standard Mop-Up and Patrol.
- 5.11.10 Restoration - After ignition and mop-up, all water bars shall be restored to a properly functioning condition.

5.12 Subitem L - Prescribed Burn: Broadcast and Understory Burn

- 5.12.1 The Levels of Difficulty for broadcast burns and understory burns are based on the following criteria and descriptions. Levels of Difficulty will be identified in the task order. Criteria used in determining a Level of Difficulty consists of the Complexity Rating based on the Prescribed Fire Complexity Rating System Guide; and on unit size. The Government will rate the prescribed fire complexity for each unit and will assign a rating of Low, Moderate, or High. The size of a unit is a factor for the level of difficulty. Unit size is divided into four groups: 25 acres or less, 26 to 75 acres, 76 to 150 acres, and 151 acres or greater.

Subitem L1 - Level I - Low Complexity Rating, Unit size 25 acres or less.

Subitem L2 - Level II - Low Complexity Rating, Unit size 26 to 75 acres.

Subitem L3 - Level III - Low Complexity Rating, Unit size 76 to 150 acres.

Subitem L4 - Level IV - Low Complexity Rating, Unit size 151 acres or greater.

Subitem L5 - Level V - Moderate Complexity Rating, Unit size 25 acres or less.

Subitem L6 - Level VI - Moderate Complexity Rating, Unit size 26 to 75 acres.

Subitem L7 - Level VII - Moderate Complexity Rating, Unit size 76 to 150 acres.

Subitem L8 - Level VIII - Moderate Complexity Rating, Unit size 151 acres or greater.

Subitem L9 - Level IX - High Complexity Rating, Unit size 25 acres or less.

Subitem L10 - Level X - High Complexity Rating, Unit size 26 to 75 acres.

Subitem L11 - Level XI - High Complexity Rating, Unit size 76 to 150 acres.

Subitem L12 - Level XII - High Complexity Rating, Unit size 151 acres or greater.

5.12.2 Subitem L consists of prescribed burning without the mop-up requirement in Section 5.11.9. Subitem L shall be conducted in accordance with Section 5.11.2 thru 5.11.8, inclusive. The Contractor's obligation will end upon release by the COR on the day of ignition. The responsible agency will assume obligations for patrol and mop-up at that time.

5.13 Subitem M - Prescribed Burn and Mop-Up: Hand Pile Burn

5.13.1 The levels of difficulty for Hand Pile Burns will be determined as follows:

Subitem M1 - Level I - An average of fewer than 20 piles per acre.

Subitem M2 - Level II - An average of 21 to 40 piles per acre.

Subitem M3 - Level III - An average of 41 to 60 piles per acre.

Subitem M4 - Level IV - An average of 61 to 80 piles per acre.

Subitem M5 - Level V - An average of 81 to 100 piles per acre.

Subitem M6 - Level VI - An average of 101 to 120 piles per acre.

Subitem M7 - Level VII - An average of 121 to 140 piles per acre.

Subitem M8 - Level VIII - An average of 141 and greater piles per acre.

5.13.2 The burning season for hand piles for the interior southwest Oregon normally is during November and December. However, conditions permitting burning may occur anytime from the middle of October through June. Major control problems can occur during a period of frontal passage and strong east wind conditions. Close attention to weather forecasts and securing and patrolling of previously burned units

is common practice to eliminate any fire spread from burned piles or escaped fires outside unit boundaries.

- 5.13.3 All prescribed fire operations shall be initiated only when a Prescribed Fire Plan has been approved and signed by the COR. All elements of the plan shall be followed unless a deviation has been approved in advance by the COR.
- 5.13.4 Clearance to Burn - The Contractor shall be responsible for monitoring fuel and weather conditions to determine time periods when units are in the prescription parameters identified in the Prescribed Fire Plan. The Contractor may consult the Government regarding short, mid, and long term weather forecast to determine the potential impacts to fuel moisture conditions and the ability to meet Prescribed Fire Plan objectives. The Contractor shall notify the Government no later than 1500 hours on the day prior to ignition when specific units are within burn prescription parameters and of their request to burn. The Government will notify the Contractor via telephone or direct communications at or before 0900 hours on the day of the proposed ignition of smoke management conditions and any updated weather forecasts that would cancel the burning. The Government will grant final approval to conduct burning. Approval is based on the Government verifying: 1) unit fuel and weather conditions are within Prescribed Fire Plan parameters and prescribed fire and resource objectives are attainable; 2) Prescribed Fire Plan parameters and objectives for smoke management are attainable based on smoke management instructions and forecast, and weather forecasts for proposed burn date and time; and 3) successful completion of the Go/No-Go Checklist and the test fire.
- 5.13.5 During ignition operations, the Contractor's crew supervisor shall maintain contact with the Government representative through mutually-agreed-upon communications system at all times.
- 5.13.6 A minimum of 90% of all piles shall be ignited. Stoke each pile until at least 90 percent of each pile is consumed. Units with a high tree cover and pile density shall be staged burned to reduce crown scorch.
- 5.13.7 Holding typically is not necessary when piles are burned during winter conditions. Conduct holding operations as necessary in accordance with the prescribed fire plan. Relocation of personnel and equipment may be required as ignition and burnout progresses. The Contractor's crew supervisor shall recognize the need for and make such relocations, dependent upon on-site weather and fire conditions.
- 5.13.8 Extinguish any fire outside the fireline of the unit, or unit boundary, and promptly report this to the COR at the site. A fireline shall be constructed completely around fire inside the unit, slopover, and/or spot fires outside the primary unit boundaries.

The minimum shall be a fireline scraped to mineral soil 18 inches in width with all overhanging combustible material cleared for 3 feet on either side and 6 feet overhead.

5.13.9 Do not fell any reserved trees which may have fire in them without written approval of the COR.

5.13.10 Mop-up shall be performed in accordance with 5.15, Standard Mop-Up and Patrol.

5.14 Subitem N - Prescribed Fire Modules

5.14.1 Prescribed Fire Modules may be ordered by the Government for unit(s) when the Government is conducting prescribed fire and is in need of assistance in one or more prescribed fire operations. These operations include the following: ignition assistance, holding assistance, burned unit patrol, and mop-up of burned unit(s). Prescribed Fire Modules can be ordered for any one of the above operations, a combination, or all of the operations.

5.14.2 Levels of difficulty for Prescribed Fire Modules will be identified in task order and consist of modules of various amounts and types of resources required on a Daily Rate to meet the unit mop-up objectives. Work assignments will average 8 to 10 hours per day. Individual assignments may range from as few as 3 hours shall not exceed 16 hours per day. All water delivery vehicles shall be full of water prior to arrival to the work site.

Subitem N1 - Prescribed Fire Module Level I - Two-Person Crew Module - Consisting of two crew members, equipment and transportation.

Subitem N2 - Prescribed Fire Module Level II - Engine Module - Consisting of one (1) Engine, minimum Type VI (250 gallons), with operator and assistant.

Subitem N3 - Prescribed Fire Module Level III - Five-Person Crew Module - Consisting of five crew members, equipment and transportation.

Subitem N4 - Prescribed Fire Module Level IV - Engine & Two-Person Crew Module - Consisting of one Engine, minimum Type VI (250 gallons) with operator and crew member; and Two Person Crew consisting of two crew members, equipment and transportation.

Subitem N5 - Prescribed Fire Module Level V - Engine & Five-Person Crew Module - Consisting of one Engine, minimum Type VI (250 gallons) with operator and crew

member; and Five Person Crew Module consisting of five crew members, equipment and transportation.

Subitem N6 - Prescribed Fire Module Level VI - Engine, Two-Person Crew & Water Delivery System Module - Consisting of one Engine, minimum Type VI (250 gallons); **with** Two-Person Engine Crew (operator and assistant) equipment and transportation; and Water Delivery System, **and a two-person crew**, total of four people.

Subitem N7 - Prescribed Fire Module Level VII - Engine (Type IV), Five-Person Crew & Water Delivery System Module - Consisting of one Engine, minimum Type IV (750 gallons); and Five-Person Crew Module consisting of five crew members, equipment and transportation; and Water Delivery System and Two Person Engine Crew (operator and assistant), for a total of seven people.

Subitem N8 - Water Delivery System Module - Consisting of a water delivery system (Hose and fittings only), one operator and transportation of the Water Delivery System.

Subitem N9 Prescribed Fire Module Level VIII - Water Tender Module - Consisting of one Water tender or Government-approved vehicle (e.g. modified skidder) minimum 1500 gallons with operator.

Subitem N10 - Snag Felling (2-Person Team)

- a. Fell snags and trees up to 50" DBH. Felling in this Subitem is for the objectives of human safety and to assist holding and mop-up operations by removing source of spotting and fire spread. Felling in this Subitem is separate from snag felling in Density Management Restoration Areas, Subitems D and E.
- b. Fell snags and trees as specified by task order or in writing by the COR. Snags and trees will generally range in size from 12" DBH to 50" DBH. Snags and trees may be burning at time of felling. Stump height shall be as low as possible consistent with adequate safety considerations. Snags and trees shall be felled such that firelines remain free of debris. Restore firelines to original clear condition following felling.

Subitem N11- Five-Person Chainsaw Crew - Consists of five crew members, five chainsaws, saw equipment, and transportation.

Subitem N12 - Tractor Operations

- a. Tractor operations under this Subitem shall include utilization of a tractor to crush vegetation, roadblock removal and restoration, and removal of soil or debris to

allow mop-up of burning material that is buried.

- b. Crushing of vegetation by tractor operation is done in all or portions of unit(s) to create fuel conditions that allow for safety of ignition personnel and create optimal fuel moisture and arrangement to meet prescribed fire objectives. This is typically accomplished in shrubfields, but could be used in other fuel types if appropriate. Tractor operations are conducted along the slope contour on slope percentages less than 35 percent. The COR will issue written instructions regarding location, spacing, reserved areas, and access for each unit(s).
- c. Roadblock removal and restoration shall consist of the following:
 - 1) Restore vehicle access to specified units which may be inaccessible due to material piled in road, trench in road, or combination of both methods. A minimum of 10 feet in width shall be made passable for all project vehicles.
 - 2) Following acceptance of the unit(s) for which access has been restored, and within 5 days of receipt of the notice of unit acceptance from the COR, return the road to its original blocked condition to prevent vehicle passage on specified roads.
- d. Mop-up of burning material utilizing a tractor is required when material is buried beyond reach utilizing hand tools. This is usually, but not limited to, under landings in timber harvest units. Uncover the burning material to the extent that the material is fully accessible and available to be mopped-up.

Subitem N13 Prescribed Fire Overhead - Consists of one qualified prescribed fire holding boss or one qualified firing boss with approved communication device. Holding Boss shall be single resource boss qualified or higher. Contractor employees cannot supervise Government employees.

- 5.14.3 Ordering Prescribed Fire Modules - Task orders will be issued for Prescribed Fire Modules. The Government may orally request services 6 hours in advance of need.
- a. Ordered services may be canceled 4 or more hours in advance of need without an adjustment to the contract.
 - b. Cancellation of ordered services in less than 4 hours and prior to reporting for work will result in each Prescribed Fire Module being paid at 20 percent of the Daily Rate.

- c. Cancellation of ordered services at the project, service of up to 3 hours after arrival or services beyond **10 hours** in a day will result in reduced or additional payment. See 6.3.1.3(d).
 - d. Multiple Prescribed Fire Modules may be ordered for the same unit.
- 5.14.4 Should the Contractor (1) fail to provide the ordered services; (2) quit work early or leave work before being released, or (3) fail to complete the project as specified in the Daily Shift Plan Objectives, the task order may be considered in default. Payment will be made for work completed.
- 5.14.5 Start-Work Procedures - The Government will notify the Contractor via telephone or direct communications of the Level of Difficulty Modules required and the type of prescribed fire operation to be performed. The Contractor shall notify the COR or PI of any concerns or questions regarding understanding of, or Contractor's ability to successfully achieve, the Prescribed Fire Plan or Module(s) Daily Shift Plan Objectives, Standards, and Assignments. This notification shall occur at the time of ordering, briefing, or anytime during the shift. Depending on the prescribed fire operation, a briefing will be held via telephone or direct communication. The briefing can be held on or in the vicinity of the work site, at the agency office, or other agreed-upon location. The Contractor shall be required to respond and arrive at the agreed upon location at a specified time for the briefing. At the briefing, the Government will provide the Contractor with the following:
- a. See items listed in Section 4.2.1 and 4.2.2.
 - b. Briefing on Prescribed Fire Plan and Objectives, Standards, and Assignments for ignition and holding assistance.
 - c. Module(s) Daily Shift Plan Objectives, Standards, and Assignments for patrol and mop-up assistance.
 - d. Communications instructions and chain of command.
 - e. Identification of any priorities.
 - f. Safety concerns and issues.
 - g. Target Completion Time, anticipated length of shift.

5.14.6 Prescribed Fire Module Requirements - The following are the descriptions of requirements for personnel, transportation, engines, water tenders, and equipment for each of the Levels of Difficulty Modules.

a. Subitems N2, N4, N5, N6, - Type VI Engine, Minimum of 250 Gallons
Subitem N7- Type IV Engine, Minimum of 750 gallons.

1) Engine - Self-propelled unit equipped with a minimum of 250 gallon water tank (750 gallons for N7) and pump capable of pumping a minimum 30 gallons per minute at 100 psi through 1/4-inch nozzle at the end of a 50-foot length of 1 inch hose and equipped with minimum of 200 feet of 1-inch rubber hose or cotton/synthetic lined hose, on a live reel, and additional hose to reach a total of 1500 feet. Additional hose can be 1-inch or 1 and one-half inch cotton/synthetic jacket rubber lined hose, appropriate fittings, and at least 2 nozzles. Operator and assistant - two people total.

2) Equipment:

Pulaski - 1

Shovel - 1

Fedcos or equivalent backpack water pumps - 1

Chainsaw - 1

Fuel to operate pump and engine for 10 working hours

b. Subitems N1, N4, N6 - Two-Person Mop-Up Crew

1) Two (2) persons

2) Transportation - one vehicle

3) Equipment:

Pulaski - 1

Shovel - 1

Fedcos or equivalent backpack water pumps - 2

Chainsaw - 1

c. Subitems N3, N5, N7 - Five-Person Mop-Up Crew

1) Five (5) persons

2) Transportation - 1 or 2 vehicles

3) Equipment:

Pulaski - 3

Shovel - 2

Fedcos or equivalent backpack water pumps - 5

Chainsaw - 2

d. Subitems N6, N7 - Water Delivery System

1) Equipment:

2 Portable water-holding tanks (Fold-A-Tank or equivalent) of a minimum of 1000 gallons capacity or greater.
1-1/2" hose – 2,000 feet
1" hose - 1,000 feet
Gated "Y" valves - 10
5 Reducers: 1-1/2" to 1"
5 Nozzles: combination fog and stream
2 Portable Pumps - pressure type, 1-1/2" outlet and suction hose, with screened foot valve, capable of 40-70 gallons per minute, with 20 gallons of pump fuel.

- 2) All hose fittings shall match the couplings on the required hose. All hose couplings shall have the standard thread adopted by the State Fire Marshall.
- 3) The installation of this system on a work site could require that the equipment be left on the site overnight following the end of the shift for use during the next day's shift.

e. Subitem N8 - Water Delivery System

- 1) Equipment:
One and one-half inch (1-1/2") hose – 2,000 feet
One-inch (1") hose – 1,000 feet
Gated "Y" valves - 10
5 Reducers: 1-1/2" to 1"
5 Nozzles: combination fog and stream
- 2) All hose fittings shall match the couplings on the required hose. All hose couplings shall have the standard thread adopted by the State Fire Marshal.
- 3) The installation of this system on a work site could require that the equipment be left on the site overnight following the end of the shift for use during the next day's shift.

f. Subitem N9 - Water Tender

- 1) Water Tender - Self-propelled unit equipped with a minimum of 1500-gallon water tank and pump capable of pumping a minimum of 200 gallons per minute, equipped with a dump valve of at least a minimum 4-inch (6-inch preferred) diameter so water can be discharged into portable tanks. This valve should be at the bottom of the tank to allow complete water discharge and should have a clearance of 34 inches from ground to bottom of outlet. This

Subitem includes operator and fuel to operate pump and engine for 12 working hours.

- 2) Tenders shall have a valve, adaptable to 1 ½ -inch National Hose threads (NH) installed at the bottom of the tank so pressure or suction lines (hose) can allow filling or drafting by other engines. (Note: Adaption of valve with fittings is acceptable).
- 3) Tender pump assemblies may be driven either by power take-off (PTO) or engine drive. The pump shall be plumbed with a suction outlet so water can be drafted from a water supply such as a pond, river, or creek to refill the tank or pump direct to the prescribed fire site.

Subitem N10- Snag Felling - The quantities on the Schedule of Items are estimated. Snag felling is measured on a team hourly basis, beginning upon arrival at the unit, excluding lunch breaks and travel time, ending when work is completed. Time will be rounded up to the nearest quarter hour. Times shall be recorded and submitted by the Contractor, subject to verification by the COR based on spot checks of snag felling in operation.

Subitem N11 - Five-Person Chainsaw Crew

- 1) Five (5) persons
- 2) Transportation - 1 or 2 vehicles
- 3) Equipment:
 - Pulaski - 3
 - Shovel - 2
 - Chainsaw – 5
 - Saw gas and supplies

Subitem N12 - Tractor Operations - The quantities on the Schedule of Items are estimated. Tractor operations are measured on an hourly basis, beginning upon arrival at the access point to the unit, excluding lunch breaks and travel time, ending when work is completed. Time will be rounded up to the nearest quarter hour. Times shall be recorded and submitted by the Contractor, subject to verification by the COR based on spot checks of tractor operations.

Subitem N13 – Prescribed fire overhead - Consisting of 1 qualified prescribed fire holding boss or 1 qualified ignition specialist (RXI2) with approved communication device. Holding Boss shall be single resource boss (SRB) qualified or higher. Contractor employees cannot supervise Government employees.

- 5.14.7 Ignition Assistance: This prescribed fire operation involves the direct igniting of fuels, usually with a drip torch. Ignition assistance by the Contractor shall be from crew members from the Two and Five-Person Crew Modules. When the Government is ordering Prescribed Fire Modules to assist in ignition operations, the Government will provide Prescribed Fire Burn Boss, Ignition Specialist, Holding Specialist, drip torches and ignition fuel. The Government may also provide crew members. The Contractor's crew supervisor shall maintain contact with the Ignition Specialist through mutually agreed upon communications system at all times.
- 5.14.8 Holding Assistance: This prescribed fire operation can involve any of the Prescribed Fire Modules. Holding operations shall be conducted in accordance with Sections 5.11.6 thru 5.11.9 inclusive.
- 5.14.9 Patrol Assistance: This prescribed fire operation can involve Crew Modules or Engine Modules or a combination of both. Patrol includes checking previously burned units for visible smokes or hot spots and taking mop-up actions as prescribed in the Shift Plan for that day. The Contractor's crew supervisor shall maintain contact with the Government representative through a mutually agreed upon communications system at all times. Patrol shall be conducted in accordance with Section 5.15.6.
- 5.14.10 Mop-Up Assistance: This prescribed fire operation can involve any of the Prescribed Fire Modules. Mop-up operations shall be conducted according to Section 5.15.1. The Contractor and the Government representative shall review the plan daily to ensure validity of plan, adequacy of assigned resources and timely completion of work.
- 5.14.11 Subitem N10 - Snag/Tree Felling (2-Person Team):
- a. Fell snags and trees up to 50 inches DBH. Snag Felling operations shall be carried out by a qualified "C" faller as defined by current NWCG standards. Felling in this Subitem is for the objectives of human safety and to assist holding and mop-up operations by removing source of spotting and fire spread. Felling in this Subitem is separate from snag felling in Density Management Restoration Areas, Subitems D and E.
 - b. Fell snags and trees as specified by task order or in writing by the COR. Snags and trees will generally range in size from 12 inches DBH to 50 inches DBH. Snags and trees may be burning at time of felling. Stump height shall be as low as possible consistent with adequate safety considerations. Snags and trees shall be felled such that firelines remain free of debris. Restore firelines to original clear condition following felling.

5.14.12 Subitem N12 -Tractor Operations:

- a. Tractor operations under this Subitem shall include utilization of a tractor to crush vegetation, roadblock removal and restoration, and removal of soil or debris to allow mop-up of burning material that is buried.
- b. Crushing of vegetation by tractor operation is done in all or portions of unit(s) to create fuel conditions that allow for safety of ignition personnel and create optimal fuel moisture and arrangement to meet prescribed fire objectives. This is typically accomplished in shrubfields, but could be used in other fuel types if appropriate. Tractor operations are conducted along the slope contour on slope percentages less than 35 percent. COR will issue written instructions regarding location, spacing, reserved areas, and access for each unit(s).
- c. Roadblock removal and restoration shall consist of the following:
 - 1) Restore vehicle access to specified units which may be inaccessible due to material piled in road, trench in road, or combination of both methods. A minimum of 10 feet in width shall be made passable for all project vehicles.
 - 2) Following acceptance of the unit(s) for which access has been restored, and within 5 days of receipt of the notice of unit acceptance from the COR, return the road to its original blocked condition to prevent vehicle passage on specified roads.
- d. Mop-up of burning material utilizing a tractor is required when material is buried beyond reach utilizing hand tools. This is usually, but not limited to, under landings in timber harvest units. Uncover the burning material to the extent that the material is fully accessible and available to be mopped-up.

5.15 Standard Mop-Up and Patrol

- 5.15.1 Complete mop-up and patrol of unit(s) to the extent provided for in this section for Subitems J, K and M to meet the mop-up objectives of (1) the prevention of fire escape outside the primary unit boundaries, and (2) prevention of reburn within unit boundaries. Patrol and mop-up shall begin immediately following completion of ignition on any portion or whole of each unit.
- 5.15.2 If the weather conditions, forecasts, fuel conditions change, and/or smoke management concerns occur during mop-up and patrol operations to a point where the standard mop-up and patrol may no longer meet mop-up or smoke management objectives, then the Government may, at its option, order additional mop-up resources

under Subitem N, Prescribed Fire Modules as needed and determined by the Government.

- 5.15.3 Subitem J, Prescribed Burn & Mop-Up: Swamper Burn - Complete mop-up and patrol to meet the objectives described in 5.15.1 from the time ignition is first started within the unit to 72 hours, or until released from such services by the COR, whichever occurs first. The 72-hour time period begins at 8:00 am the day following completion of ignition in that unit. Advise the Government of conditions which prevent the meeting of mop-up objectives within the aforementioned 72-hour period.
- 5.15.4 Subitem K, Mop-Up and Patrol for Broadcast and Understory Burn - Complete patrol and mop-up to meet the objectives described in 5.15.1. Complete 100 percent mop-up of all spot fires and slopovers outside the unit boundary and within the first 100 feet slope distance inside of unit boundary. Complete this patrol and mop-up within 96 hours of 8:00 am on the day following completion of ignition. Patrol shall continue for 96 hours unless released by the Government. After 48 hours, advise the Government if mop-up will be completed within the aforementioned 96-hour period.
- 5.15.5 Subitem M, Mop-up and Patrol for Hand Pile Burn - Complete mop-up and patrol to meet the objectives described in 5.15.1 within 48 hours from 8:00 am the day following completion of ignition in that unit, or until released from such services by the COR, whichever comes first. Advise the Government of conditions which prevent the meeting of mop-up objectives within the 48-hour period.
- 5.15.6 Patrol shall include the visual inspecting of all sites where burning was performed, and checking for and mop-up of burning material that threatens the achievement of mop-up objectives or the mop-up standards for each unit's Daily Shift Plan. Patrol shall also include taking actions to prevent fire escape outside the unit boundary and/or to prevent reburn within the unit boundary. Immediately take actions to fireline, mop up, and identify all slopovers or spot fires. If the Contractor is unable to contain or control slopover or spot fires with patrol resources, promptly, within 30 minutes after discovery, notify the Government of the situation and continue to take action to contain or control fire.
- 5.15.7 Completely extinguish all burning material within the designated mop-up area.
- 5.15.8 Mechanical equipment used must keep soil disturbance to a minimum unless preapproved by the COR.
- 5.15.9 Do not fell any reserved trees which may have fire in them without written approval of the COR.

- 5.15.10 The Contractor may use COR-approved wetting agents, retardants, foam, or suppressants during mop-up and ignition operations. Contractor shall assure assuring these do not leak or spread into streams, water sources or standing water. Root wads (uprooted stumps with roots attached) shall be thoroughly extinguished (dug around and rotten or loose wood scraped off). Fireline berms shall be thoroughly extinguished.
- 5.15.11 Logs and chunks with a minimum size of 12 inches diameter x 4 feet in length up to a maximum of 20 inches diameter x 8 feet in length on slopes greater than 50% shall be turned and placed in a manner that prevents this debris from rolling.
- 5.15.12 Project Area Reburn - Should a reburn occur during the mop-up operation, the Contractor shall suppress the fire and notify the COR immediately. The cost of reworking the area to contract requirements shall be borne by the Contractor.
- 5.15.13 Mop-up contingencies are established and will be initiated by the COR for the following situations:
- a. If a Fire Weather Watch or Red-Flag Warning is issued or predicted by the National Weather Service for extreme fire weather conditions; or if smoke emissions from the burn unit during mop-up are creating air quality impacts to population centers, or other smoke sensitive areas, the Contractor may be required to complete mop-up within a 24-hour period. If satisfactory progress is not made, or a mop-up plan is not provided that ensures completion within the 24-hour period, the Government, when determined necessary, may immediately assume control of the project area and provide personnel and/or equipment to complete the work. In this event, the Contractor will be liable for the cost to the Government of performing mop-up.
 - b. If prescribed fire is declared a wildland fire by the COR, the Government will immediately assume control of the project area. Following declaration of the wildland fire, Contractor's personnel shall be made available to the Government for fire suppression and will be paid at the applicable firefighting rates paid by the Government. See 6.3.3 Additional Payment.

6.0 INSPECTION AND ACCEPTANCE

6.1 Method of Inspection

- 6.1.1 All work included in the contract specifications shall be subject to inspections by the Government at periodic intervals during the performance of this contract. The Government will inspect units within 14 calendar days of receipt of the Contractor's

request for inspection. 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.

6.1.2 Inspection for Wildfire Hazard Reduction Treatments – Subitems: A, B, C, D, E, and F

6.1.2.1 Inspections will be made on a series of 1/50th acre (16.7 feet radius) plots located at predetermined intervals across each work unit. Sufficient plots will be taken to obtain at least two percent sample of the work unit (i.e. one inspection plot per acre).

6.1.2.2 Each inspection plot will be subdivided into four (4) equal quadrants beginning uphill or north depending on the slope. Each quadrant will be evaluated for compliance with all contract specifications. Quadrants meeting all contract specifications will receive 3 points. One point will be deducted from a quadrant for each contract violation found within the quadrant. Quadrants found with 3 or more contract violations will receive no points. If hand piles size minimums are not achieved and piles are within a 20 ft. radius of another pile, undersized piles will not be used to determine piles per acre. Undersized piles will be considered un-piled slash. All rework shall be initiated within seven (7) calendar days.

6.1.2.3 Work Quality Percentage

The Work Quality Percentage (WQP) is determined by dividing the total number of points earned by the total number of points possible (12 x number of plots taken). This rate multiplied by 100 equals the WQP.

EXAMPLE:

Number of plots inspected:	25
Total points possible (12 x 25):	300
Total points earned:	274
WQP: $(274 \div 300) \times 100 =$	91%

6.1.3 Subitem G - Fireline Construction and Maintenance; Subitem I - Fuels Pullback

Inspections will be made by the Government using a visual examination of the constructed fireline and the fuels pullback areas for compliance with all terms and specifications. If the work does not meet contract requirements, the Government will

identify existing deficiencies in the fireline construction/maintenance and fuels pullback. All rework shall be made within seven (7) calendar days.

6.1.4 Subitem H - Prescribed Fire Plan Preparation

The portions of the Prescribed Fire Plan completed by the Contractor will be reviewed by the COR and District Fire Management Officer. Each individual unit plan will be reviewed for completeness, adherence to the burn objectives, ignition and holding, escape contingency, mop-up plan, adequacy of workforce and equipment, and safety measures. Contractor will be notified of deficiencies and will be given seven (7) working days to amend the plan.

6.1.5 Subitems J, K, L and M - Prescribed Burn and Mop-up; Subitem N - Prescribed Fire Modules

6.1.5.1 The COR and/or PI will be on site during burning operations (ignition and holding). The Contractor's activity will be monitored throughout the operation for compliance with the prescribed fire plan, daily shift plan, and that resource, prescribed fire, and smoke management objectives are being met. Compliance with the Prescribed Fire Plan and Daily Shift Plan will be required unless concurrence is obtained from the COR prior to deviating from the plan. A Notice of Noncompliance or Suspend Work Order will be issued for all other deviations from the Prescribed Fire Plan.

6.1.5.2 The Government will inspect patrol and mop-up operations to determine compliance with the mop-up standards required for Subitems J, K, L and M for compliance with all specifications in 5.15. The Government will inspect holding, mop-up or patrol operations in Subitem N to determine compliance with all specifications in 5.15 and the Module(s) Daily Shift Plan objectives, standards, and assignments.

6.1.5.3 100% inspection of the designated mop-up areas will be made by the Government either visually and/or with infrared-scan equipment to ensure that all burning material has been detected. The Contractor shall extinguish any burning material detected before final acceptance is made.

6.1.6 Subitems N9 and N11 - Snag Felling and Tractor Operations - Inspections will be made by visual examination of the snags felled and tractor operation accomplishments. The Contractor will be given seven (7) working days to correct deficiencies. If the quality of work is not satisfactory, or snags are felled without authorization from the COR, the Contractor's right to proceed may be terminated.

6.2 Acceptance

- 6.2.1 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 for all items.
- 6.2.2 Subitems A, B, C, D, E, and F - Wildfire Hazard Reduction Treatments
 - 6.2.2.1 Satisfactory Work - Acceptance of work will be based on compliance with all Section 5.0 Specific Tasks that correspond to the treatment. A minimum acceptable quality level (AQL) of 90 percent is required.
 - 6.2.2.2 Unsatisfactory Work - If the work quality falls below 90 percent, the COR will immediately notify the Contractor in writing (a notice of non-compliance) and direct the Contractor to improve the quality of his work (an instruction to Contractor). If the quality of work is not raised to an acceptable level within 7 working days after written notification, the Contracting Officer may issue a Suspend Work Order to resolve the problem, during which time contract performance time will continue to run. If untreated or unsatisfactory treated areas are the primary reason for unsatisfactory work, the area shall be reworked to obtain satisfactory work quality.
- 6.2.3 Subitem G, Fireline Construction and Maintenance; Subitem I- Fuels Pullback - Acceptance will be based on the inspection results of a visual examination of the project area.
- 6.2.4 Subitem H - Prescribed Fire Plan Preparation - When a Prescribed Fire Plan is reviewed and is acceptable, the Plan will be signed by the District Fire Management Officer or designated Acting Officer. The Plan is then sent to the Area Manager or designated Acting Manager and returned to the COR for signature. The COR's signature on the plan will constitute acceptance.
- 6.2.5 Subitems J, K, L and M - Prescribed Burn and Mop-up
 - 6.2.5.1 Acceptance of the burning and holding, mop-up or patrol will be made by the COR, if the Resource and Prescribed Fire Objectives are met, and the Contractor is in compliance with the specifications for satisfactory burning, holding, mop-up or patrol.
 - 6.2.5.2 Acceptance for Mop-up or Patrol will be based upon the results of an infra-red scan revealing no burning material, if requested by the Contractor or the Government; or by visual inspection by the Government. Acceptance may occur at anytime, starting from 0800 hour on the day following ignition. Acceptance will be made in writing by the Government.
- 6.2.6 Subitem N - Prescribed Fire Modules

- 6.2.6.1 Acceptance of ignition and holding assistance will be made by the COR, if the Contractor is in compliance with the specifications for satisfactory ignition and holding.
- 6.2.6.2 Acceptance for mop-up or patrol will be based upon the results of an infra-red scan revealing no burning material, if requested by the Contractor or the Government; or by visual inspection by the Government.
- 6.3.0 BASIS OF PAYMENT
 - 6.3.1 Method of Measurement
 - 6.3.1.1 Subitems A, B, C, D, E, and F - Wildfire Hazard Reduction Treatments; Subitem I - Fuels Pullback; Subitems J, K, L and M - Prescribed Burn and Mop-up
 - a. Acreage is measured on the horizontal plane.
 - b. The Contractor may, at any time during the course of the contract, request remeasurement of any project area if he feels that the acreage stated in the contract is incorrect. If remeasurement indicates that a variance of 5% or less exists, the Contractor will pay for the actual cost of the remeasurement. Under this condition, payment for the project area will be made on the acreage stated in the contract. If remeasurement indicates the actual variance is greater than 5%, payment for the project area will be based on the remeasured acreage.
 - 6.3.1.2 Subitem G - Fireline Construction and Maintenance - The quantities on the Schedule of Items are estimated. Fireline construction is measured on slope (linear) measured distance to the nearest foot.
 - 6.3.1.3 Subitem H - Prescribed Fire Plan Preparation; Subitem N - Prescribed Fire Modules
 - a. Prescribed Fire Plan Preparation is measured on an individual basis. Only whole, completed burn plans will be considered as items to be paid.
 - b. Prescribed Fire Modules are measured on a Daily Rate. Daily Rate shall apply from the hours of 0001 thru 2400, regardless of number of hours worked. Daily Rate starts when Module(s) arrive at the predetermined work site or meeting location.
 - c. Section 5.14.3 payment adjustments: The 6-hour time factor for rapid response will be measured from the exact time the Contractor is orally requested to provide

Module(s) until the exact time the ordered Module(s) are either orally canceled by the Government or arrive at the predetermined work site or meeting location.

- d. For Prescribed Fire Modules ordered under Subitem N, an additional payment will be made when the module(s) arrive at the predetermined work site or meeting location in less than the 6-hour response time. This additional payment will be the Daily Rate plus an additional percentage shown below.

<u>Rapid Response Arrival Time</u>	<u>Additional Payment Percent</u>
Less than 2 hours	25%
2 Hours to less than 4 hours	15%
4 Hours to less than 6 hours	5%
6 Hours and greater	No Additional Compensation

- e. Cancellation of ordered services after arrival at the project or service of up to 3 hours after arrival at the project will result in the payment of 30 percent of the Daily Rate for each Prescribed Fire Module. Services beyond **10 hours** in a day will earn an additional 20 percent of the daily rate.

6.3.1.4 Subitem N9 - Snag Felling - The quantities on the Schedule of Items are estimated. Snag felling is measured on a team hourly basis, beginning upon arrival at the unit, excluding lunch breaks and travel time, ending when work is completed. Time shall be rounded up to the nearest quarter hour. Times shall be recorded and submitted by the Contractor, subject to verification by the COR based on spot checks of snag felling in operation.

6.3.1.5 Subitem N11 - Tractor Operations - The quantities on the Schedule of Items are estimated. Tractor operations is measured on an hourly basis, beginning upon arrival at the access point to the unit, excluding lunch breaks and travel time, ending when work is completed. Time shall be rounded up to the nearest quarter hour. Times shall be recorded and submitted by the Contractor, subject to verification by the COR based on spot checks of tractor operations.

6.3.2 Payment

6.3.2.1 Subitems A, B, C, D, E, and F - Wildfire Hazard Reduction Treatments; Subitem I - Fuels Pullback; Subitems J, K, L and M - Prescribed Burn and Mop-up

Payment will be made at the level of difficulty and at the unit price on a per acre basis for the acreage shown on the schedule of items. Payment will not be made until at least 90% WQP is achieved. Full (100%) payment will be made for units achieving 90% WQP or better.

- 6.3.2.2 Re-inspection – When units fall below the minimum WQP of 90%, rework will be required. When instructed by the COR, the contractor shall rework the unit one time for re-inspection by the Government. If the unit again fails, the contractor will be charged for all subsequent Government re-inspection costs.
- 6.3.2.3 Subitem G - Fireline Construction and Maintenance - Payment will be made at the level of difficulty identified on the Schedule of Items at the unit price bid on a per linear foot basis for the actual number of linear feet of fireline constructed, maintained and accepted. If requested by the Contractor, fireline construction which precedes the holding/mop-up phases by more than 10 calendar days will be paid for separately.
- 6.3.2.4 Subitem H - Prescribed Fire Plan Preparation - Payment will be made at the level of difficulty and unit price for each plan accepted.
- 6.3.2.5 Subitem N1-N8 - Prescribed Fire Modules - Payment will be made at the level of difficulty and unit price for each module which completes acceptable work within the time periods in 5.14.3.
- 6.3.2.6 Subitem N9 & N11 - Snag Felling and Tractor Operations - Payment will be made at the unit price bid on an hourly basis for the actual number of hours of services ordered and provided.
- 6.3.3 Additional Payment
- 6.3.3.1 Postburn - No additional payment will be made for fireline construction, holding, or mop-up on slopovers or spot fires when no wildland fire declaration is made. Furthermore, no additional payment will be made for slopovers, spot fires, or escapes that occur when failure to follow the prescribed fire plan caused or contributed to the slopover, spot fire, or wildland fire.
- 6.3.3.2 Escaped Fire Suppression When Prescribed Fire Plan Was Followed
- a. The Contractor's crew will be paid for escaped fire suppression at the wage rates shown in the current edition of the U.S. Department of Agriculture Pay Plan for Emergency Firefighters, Western Area.
 - b. The Contractor will be paid for equipment used at the rates specified in Oregon/Washington Fire Fighting Equipment Rental Rates agreed upon by various Federal Agencies.

c. A copy of the above rates will be furnished upon request at the District Office.

6.4 Invoicing

Invoices shall be submitted not more frequently than once every two weeks for a given task order.

7.0 DELIVERIES OR PERFORMANCE

7.1 The Contractor shall begin work within seven calendar days from the effective date of the Notice to Proceed for each task order and shall continue performance of the work under the contract without delay or interruption except for causes beyond his control as defined in the contract, or by the receipt of a "Suspend Work Order" issued by the Government. Failure to prosecute the work during prescribed burning conditions will be a basis for terminating the Contractor's right to proceed with the task order, unit, or subitem of work in accordance with the Default clause of the contract.

7.2 All manual work, including fireline construction, slashing and hand piling shall be completed within 365 calendar days from effective date of the Notice to Proceed for each task order if the unit includes work under Subitems J, K, L, M or N.

7.3 Prescribed Fire Plan Preparation shall be completed and submitted to the COR for review and acceptance no later than 30 calendar days prior to the projected date of ignition.

7.4 Task orders may be placed throughout the contract at the prices listed on the Schedule of Items. The level of difficulty for each subitem of work ordered will be determined by the COR in accordance with the definitions in 2.0. Performance time for Subitems J, K, L, M or N will be 365 calendar days from the date of the order provided that the units come into prescription, smoke management clearance is granted, and a decision is made by the BLM to allow burning. See Schedule of Items for performance time allowed for other Subitems. Performance time will be measured separately for each unit.

8.0 CONTRACT ADMINISTRATION DATA

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

8.2 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.

8.3 Responsibilities of the Contracting Officer's Representative and Project Inspector

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

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

8.4 Notice to Proceed

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

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

9.0 SPECIAL CONTRACT REQUIREMENTS

9.1 Work Hours - As specified on the task order, work hours under this contract may be limited to the time between one-half hour before sunrise to one-half hour after sunset each day.

9.2 Prosecution of the Work

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

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

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

9.3 Environmental Interruption of Work

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

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

9.4 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 C, FAR 52.242-14.

9.5 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.

9.6 Restoration of Resources

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

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

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

9.8 Oregon Farm/Forest Labor Contractor's License

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

Information on obtaining this license may be obtained from:

Bureau of Labor and Industries
Wage and Hour Division
3865 Wolverine St. NE; E-1
Salem, OR 97305-1268

Contact: Licensing Unit
Telephone: (503) 373-1463
Fax: (503) 373-7636

9.9 Improper Disposal of Government-Furnished Material

9.9.1 Improper disposal includes, but is not limited to, the wrongful ditching, hiding or burying of Government-furnished material (GFM). The Government may, by

issuance of a written order, suspend the Contractor's right to proceed for improper disposal of GFM. The Contractor may be required to remove from the contract site any individuals involved in the improper disposal of GFM.

9.9.2 The Contractor will be charged for the actual costs of the improperly disposed GFM. The costs will be based on the current market value and any associated costs and appropriate action.

9.10 Task Order Ombudsman

1510-52.216-70 - The task order contract ombudsman for this contract is: Stephanie Coleman, Bureau of Land Management, Oregon State Office (952), 333 S.W. First Ave., P.O. Box 2965, Portland, OR 97208; telephone number (503) 808-6216; facsimile number (503) 808-6312; and e-mail address scoleman@blm.gov. In accordance with FAR 16.505(b)(4), the ombudsman shall review complaints from contractors regarding contracts awarded under Solicitation Number L11PS00012, Medford Manual Fuels Management IDIQ. Failure of an agency to follow ombudsman advice may result in termination of the agency's authority to place orders.

SECTION D, ATTACHMENT 2

CLASSIFICATION AND WAGES OF GOVERNMENT EMPLOYEES

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

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

<u>Labor Classification</u>	<u>Basic Rate</u>	<u>Fringe Benefits</u>
Laborer WG-3	\$12.96	Life and Health
Foreman WL-3	\$14.25	Insurance partly paid
Truck Driver WG-5	\$15.08	by the Gov't
		- Retirement
		- Annual/Sick Leave

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

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

ATTACHMENT 3, WAGE DETERMINATION

WD 77-0079 (Rev.-40) was first posted on www.wdol.gov on 06/22/2010
Forestry and Land Management Services

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

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

Shirley F. Ebbesen Division of Wage
Director Determinations

Wage Determination No: 1977-0079
Revision No: 40
Date Of Revision: 06/15/2010

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		14.23
08040 - Choker Setter		14.33
08070 - Faller/Bucker		25.30
08100 - Fire Lookout		13.76
08130 - Forestry Equipment Operator		16.62
08160 - Forestry/Logging Heavy Equipment Operator		16.62
08190 - Forestry Technician		18.33
08200 - Forestry Truck Driver		14.55
08250 - General Forestry Laborer		11.47
08280 - Nursery Specialist		19.06
08310 - Slash Piler/Burner		9.15
08340 - Tree Climber		9.15
08370 - Tree Planter		12.89
08400 - Tree Planter, Mechanical		12.89

ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

HEALTH & WELFARE: \$3.50 per hour or \$140.00 per week or \$606.67 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: 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 wagedetermination. Conformances may not be used to artificially split, combine, or subdivide classifications listed in the wage determination.

ATTACHMENT 7 - 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 unmodified 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 MUST be approved by the BLM. Waivers will only be considered if the conditions on the work site are not as severe as predicted. The requirements for fire tools on site, screens installed in saws, and fire extinguishers with saws will not be waived.

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

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

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

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

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

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

3. FIRE TOOLS REQUIRED DURING CLOSED FIRE SEASON

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

KINDS OF TOOLS	NUMBER OF PERSONNEL										
	1-4	5	6	7	8	9	10	11	12	13	14
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.

PRESCRIBED FIRE PLAN

Bieber Wasson 331 (213 acres)	Butte Falls Field Office
PROJECT NAME	FIELD OFFICE or DISTRICT



Medford District
Bureau of Land Management
 3040 Biddle Road
 Medford, OR 97504
 541-618-2200



Prepared By:		Date:	
	(Name & Qualification)		
Review By:		Date:	
	(Name & Position)		
Technical Review By:		Date:	
	(Name & Qualification)		
FMO Review By:		Date:	
	(Name - District FMO)		

The approved Prescribed Fire Plan constitutes the authority to burn. No one has the authority to burn without an approved plan or in a manner not in compliance with the approved plan. Actions taken in compliance with the approved Prescribed Fire Plan will be fully supported. Personnel will be held accountable for actions taken which are not in compliance with elements of the approved plan regarding execution of the objectives in a safe and cost-effective manner. Pursuant to prescribed fire guidelines, the complexity of this project is rated:

COMPLEXITY RATING					
	High	<input checked="" type="checkbox"/>	Moderate		Low
Type of Burn:	Broadcast				
Burn Completed by:	Contractor	<input checked="" type="checkbox"/>	Purchaser Assist	Agency	
Contractor Name:					

Approved By:		Date:	
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Line Officer

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APPENDICES:

A) MAPS: Vicinity and Project	X
B) Technical Review Checklist	X
C) Complexity Analysis	X
D) Job Hazard Analysis	X
E) Fire Behavior Modeling Documentation (i.e. BEHAVE runs)	X

ELEMENT 2: AGENCY ADMINISTRATOR PRE-IGNITION APPROVAL CHECKLIST

Instructions: The Agency Administrator's Pre-Ignition Approval is the intermediate planning review process (i.e. between the Prescribed Fire Complexity Rating System Guide and Go/No-Go Checklist) that should be completed before a prescribed fire can be implemented. The Agency Administrator's Pre-Ignition Approval evaluates whether compliance requirements, Prescribed Fire Plan elements, and internal and external notifications have been or will be completed and expresses the Agency Administrator's intent to implement the Prescribed Fire Plan. If ignition of the prescribed fire is not initiated prior to expiration date determined by the Agency Administrator, a new approval will be required.

YES	NO	KEY ELEMENT QUESTIONS
		Is the Prescribed Fire Plan up to date? <i>Hints: amendments, seasonality.</i>
		Will all compliance requirements be completed? <i>Hints: cultural, threatened and endangered species, smoke management, NEPA.</i>
		Is risk management in place and the residual risk acceptable? <i>Hints: Prescribed Fire Complexity Rating Guide completed with rational and mitigation measures identified and documented?</i>
		Will all elements of the Prescribed Fire Plan be met? <i>Hints: Preparation work, mitigation, weather, organization, prescription, contingency resources</i>
		Will all internal and external notifications and media releases be completed? <i>Hints: Preparedness level restrictions</i>
		Will key agency staff be fully briefed and understand prescribed fire implementation?
		Are there any other extenuating circumstances that would preclude the successful implementation of the plan?
		Have you determined if and when you are to be notified that contingency actions are being taken? Will this be communicated to the Burn Boss?
		Other:

Recommended by: _____ Date: _____
FMO/Prescribed Fire Burn Boss

Approved by: _____ Date: _____
Agency Administrator

Approval expires (date): _____

ELEMENT 2: PRESCRIBED FIRE GO/NO-GO CHECKLIST

A. Has the burn unit experienced unusual drought conditions or contain above normal fuel loadings which were not considered in the prescription development? If NO proceed with checklist., if YES go to item B.	YES	NO
B. If YES have appropriate changes been made to the Ignition and Holding plan and the Mop Up and Patrol Plans? If YES proceed with checklist below, if NO STOP.		

YES	NO	QUESTIONS
		Are ALL fire prescription elements met?
		Are ALL smoke management specifications met?
		Has ALL required current and projected fire weather forecast been obtained and are they favorable?
		Are ALL planned operations personnel and equipment on-site, available, and operational?
		Has the availability of ALL contingency resources been checked, and are they available?
		Have ALL personnel been briefed on the project objectives, their assignment, safety hazards, escape routes, and safety zones?
		Have all the pre-burn considerations identified in the Prescribed Fire Plan been completed or addressed?
		Have ALL the required notifications been made?
		Are ALL permits and clearances obtained?
		In your opinion, can the burn be carried out according to the Prescribed Fire Plan and will it meet the planned objective?

If all the questions were answered "YES" proceed with a test fire. Document the current conditions, location, and results

Burn Boss

Date

ELEMENT 3: COMPLEXITY ANALYSIS SUMMARY

ELEMENT	RISK	POTENTIAL CONSEQUENCE	TECHNICAL DIFFICULTY
1. Potential for escape	2	2	1
2. The number and dependence of activities	2	2	2
3. Off-site Values	3	3	2
4 On-Site Values	2	1	2
5. Fire Behavior	2	2	2
6. Management organization	2	2	2
7. Public and political interest	2	3	2
8. Fire Treatment objectives	2	2	2
9 Constraints	2	2	2
10 Safety	1	1	1
11. Ignition procedures/ methods	2	2	2
12. Interagency coordination	2	2	2
13. Project logistics	1	2	1
14 Smoke management	2	3	2

COMPLEXITY RATING SUMMARY	
	OVERALL RATING
RISK	Moderate
CONSEQUENCES	Moderate
TECHNICAL DIFFICULTY	Moderate
SUMMARY COMPLEXITY DETERMINATION	MODERATE
RATIONALE: Broadcast burn is planned to be a maintenance treatment in a series of previous activities carried out to reduce the fuel loading and make objectives more attainable. Unit is in wildland urban interface and is adjacent to private lands.	

PRESCRIBED FIRE MANAGEMENT SUMMARY AND RISK ANALYSIS:

Place a general summary here. In the risk section, identify each risk that is rated as high in the complexity analysis, or is rated higher than the overall summary. Quantify and mitigate each identified risk.

Management Summary:

This prescribed burn is rated as moderate complexity for all the prescription ranges. The prescription calls for a broadcast burn to set back re-sprouting vegetation from previous treatments. The burn is located in the Salt Creek drainage approximately 11 miles northeast of Medford and about 10 miles northeast of the AQMA boundary. This activity is planned to be a **Fall/Winter** broadcast burn. This unit was previously handpiled and burned in 2002. This subsequent broadcast burn will serve as a maintenance treatment to keep the regeneration of brush and hardwoods suppressed. Private lands are within close proximity of the unit on all flanks.

Fuels:

Inside fuels: The unit would best be described as a very open mixed conifer and hardwood stand with a grass/brush component in the understory. The dominant fuel type is light slash, needle cast, grass, and brush regeneration. The main brush species is wedge leaf. Fuels within the unit are best described as a **Low Shrub (SH2)** due to the previous treatments and the fuel loading is relatively light.

Outside fuels: Fuels along the north, east, and west flanks of the unit are best described as a **Fuel Model TU5**. The canopy closure along the south flank of the unit is similar to that inside of the unit (SH2). Fuels to the south are still untreated and some pockets of thick brush (SH5) do exist.

Critical Holding Areas: The west flank of the unit is the critical holding area and is closest to private property.

Access:

From White City drive east on Highway 140 and proceed for approximately 14 miles. Turn north on Salt Creek Road BLM 36S-2E-7. Drive for 5 miles on Salt Creek Rd. Road is along bottom (South flank) of unit.

Additional information:

The desire to make changes with elements associated with this burn can only be made by the Prescribed Fire Burn Boss when justified as safe and cost effective. Changes that are permitted include: minor boundary adjustments, minor changes in the amount or type of holding and ignition resources required, or changes in the ignition pattern(s), techniques, and/or sequences. Such changes will be noted in the Unit Log and on the burn plan with the Prescribed Fire Burn Boss's initial and date. On-site changes to the prescribed fire plan will not include changes to the objectives or the fire behavior prescriptions.

Values at Risk:

Private lands are within close proximity of the unit on all flanks.

Risk to Public Safety:

Risk to the public is extremely low. The adjacent landowners will be notified the day before the burn. The unit will be cleared of public before ignition starts. Roads and all access points to the unit will be monitored by project personnel on the day of the burn.

Risk to Firefighter Safety:

Inherent risks exist due to the nature of the work. LCES will be strictly adhered to during the entire operation. Safety zones will be identified before the burn and discussed during the briefing.

Standard hazards exist in the unit which include; snags, steep terrain, bees, rolling material. These hazards will be covered in the briefing. LCES will be covered in briefing as well as the communications plan and medical plan.

The Go/No Go checklist will be completed and approved prior to ignition operations taking place.

Other Identified Risks: Rated as 3.

Off Site Values:

RATIONALE: Some areas of high value are located adjacent to the project area. Moderate to high risk to private or other agency lands. Two critical protection areas have been identified. Private property borders the BLM section on 3 sides. Holding resources will be strategically placed to minimize risk to private land and property.

Public and Political Interest:

RATIONALE: Unexpected or adverse events would attract significant public, political, or media attention and may cause a shut-down of the program. Calls for investigations into the unexpected or adverse events could be expected from the public or politicians. The District has key personnel identified to handle any media interviews (Public Affairs Officer, Assistant Fire Management Officer).

Smoke Management:

RATIONALE: Unit is near communities of Eagle Point and Medford, Oregon - which is a Designated Area for smoke management. Ignition will take place when winds are favorable so that smoke is not blown into the designated area. Smoke exposure may cause some localized health or safety concerns over a short period of time. Members of the public have expressed some concerns about smoke in the past.

ELEMENT 4: DESCRIPTION OF PRESCRIBED BURN

LEGAL DESCRIPTION:	Township:	36S	Range:	2E	Section:	33
LATITUDE:	42 29 1		LONGITUDE:	122 35 21		
PRIMARY UNIT ACRES:	240		COUNTY:	Jackson		
HIGH ELEVATION:	3400		DRAINAGE:	Salt Creek		
LOW ELEVATION:	2600		AVG. ASPECT:	SW		
EA NUMBER / NAME:	Bieber Wasson		AVG. SLOPE:	40%		

FUELS DESCRIPTION

ON-SITE FUELS DATA			ADJACENT FUELS DATA		
FUELS CATEGORY:	<input checked="" type="checkbox"/>	ACTIVITY	FUELS CATEGORY:	<input type="checkbox"/>	ACTIVITY
	<input checked="" type="checkbox"/>	NATURAL		<input checked="" type="checkbox"/>	NATURAL
FBPS FUELS MODEL(S)	SH2		FBPS FUEL MODEL(S):	TU5	
PHOTO SERIES:	NA		GENERAL DESCRIPTION OF ADJACENT FUELS		
NFDRS FUEL MODEL:	K		Outside fuels predominantly consist of a FM TU5 Some light brush pockets (SH2) exist outside the unit. Live fuel moistures would be low (<80-150%) in the Fall/Winter.		
DEAD 0 - 1"	0.7				
DEAD 1 - 3"	2.4				
DEAD 3 - 9"	0				
DEAD 9 - 20"	0				
DEAD 20" +	0				
LIVE WOODY:	0.25				
LIVE HERBACEOUS:	0.25				
FUELS DEPTH:	8"				
DUFF DEPTH:	0.5"				
TOTAL FUEL LOADING:	3.6				

ON SITE GENERAL DESCRIPTION OF THE VEGETATION/FUELS

The unit would best be described as a timber/open woodland unit that has had previous fuels treatments. Fuels consist of old handpiles timber litter and brush regeneration. Fuels within the unit are best described as a **Fuel Model SH2** due to the previous handpile burn in 2002. Fuel loading is relatively light because of this treatment. The burn area is located mid-slope and the top of the unit is defined by a BLM road. The slope is variable with an average of 40%.

Description of Unique Features: NA

ELEMENT 5: PROJECT GOALS & OBJECTIVES

RESOURCE OBJECTIVES	PRESCRIBED FIRE OBJECTIVES
Reduce the dead and down woody fuels and old handpiles that remain. This would minimize damage to the existing stand in the event of a wildfire.	Reduce by 60%, dead and down surface fuels less than 1 inch in diameter. Reduce by 30%, dead and down surface fuels greater than 1 inch in diameter.
Maintain retention of some downed logs, snags, and large trees for habitat.	Mortality of trees less than 35' tall should range from 5 to 50%. Over-story mortality (DBH >16") should be less than 1%.
Reduce returning brush species and re-sprouting hardwoods that have grown since the last treatment entry.	Burn in conditions to cause desired mortality of brush species. i.e. not too wet or green.
OBJECTIVES ARE S.M.A.R.T.	Specific Measurable Attainable Reasonable Time Related
IDENTIFY CONSTRAINTS	
Dead and down surface fuels greater than one inch in diameter can have a consumption deviation of +/- 20%. Mortality of trees less than 35' tall can deviate up to 10% on each end. Overstory mortality (DBH>16"), deviation of 5% is tolerable	

ELEMENT 6: FUNDING

Estimated Cost Per Acre:
Benefiting Activity(s):

ELEMENT 7: ENVIRONMENTAL PRESCRIPTION

				OUTSIDE AREA AT CRITICAL HOLDING POINT
	LOW	DESIRED	HIGH	
TEMPERATURE (F°)	40-60	60-80	80-90	MINIMUM ACCEPTABLE MOISTURE
RELATIVE HUMIDITY (%)	46-60	20-45	21	
MIDFLAME WIND SPEED (MPH)	0-8	0-6	0-3	
WIND DIRCTION (AZIMUTH°)	upslope	upslope	upslope	
1-HOUR FUEL MOISTURE (%)	9	7	5	5
10-HOUR FUEL MOISTURE (%)	11	9	7	7
100-HOUR FUEL MOISTURE (%)	13	11	9	9
1000-HOUR FUEL MOISTURE (%)	25	22	19	19
LIVE FUEL MOISTURE (%)	200+	50-200	<50	30
DUFF FUEL MOISTURE (%)	n/a	n/a	n/a	n/a
SOIL MOISTURE (%)	n/a	n/a	n/a	n/a

ADDITIONAL INFORMATION:

The prescribed fire prescription is a description of the fire behavior needed to obtain the fire treatment and resource objectives. **An average 4 foot flame length is the fire behavior parameter that would be used to meet resource objectives.** The weather and fuels guidance parameters such as temperature and wind speed are used only to determine the fire behavior. The fire behavior range was developed based upon control considerations, fire effects, and impacts to the residual stands of timber whereas the minimal acceptable levels established for “outside area at critical holding point” uses control considerations for establishment of the guidance parameters. Ignition patterns will be altered to compensate for any wind direction or slope influence to maintain the desired intensity and fire effects.

A spot weather forecast from the national weather service is required prior to ignition, on each day of the burn. Projected weather beyond the burn itself should be taken into account in order to minimize the risk of an escape following the ignition operation.

FIRE BEHAVIOR PRESCRIPTION

	ACCEPTABLE FIRE BEHAVIOR RANGE			OUTSIDE AREA AT CRITICAL HOLDING POINT MAXIMUM ACCEPTABLE
	LOW	DESIRED	HIGH	
FUEL MODELS(S) (FBPS)	SH2	SH2	SH2	TU5
RATE OF SPREAD (CH/HR)	3	3	4	5
FLAME LENGTH (FEET)	2	2.5	4	6
PROBABILITY OF IGNITION (%)	33	46	64	64
SCORCH HEIGHT (FEET)	30	35	51	51
SPOTTING DISTANCE (MI)	0.2	0.2	0.3	0.3

The Fire Behavior Prescription is the range of desired fire behavior needed to obtain the fire treatment and resource objectives. An average of a 4 foot flame length is the fire behavior parameter that would be used to meet resource objectives. The Weather and Fuels Guidance Parameters are used only to determine the fire behavior. The Fire Behavior Prescription for "outside area at critical holding points" uses control considerations for establishment of the guidance parameters. Any combination of weather and fuels guidance parameters that results in an acceptable fire behavior range will be considered within prescription.

Attach BEHAVE worksheets.

FIRE BEHAVIOR NARRATIVE:

Calculations above were derived from the Behave Plus 3.1 program. Inside fuels described as SH2 fuel model were calculated using a head fire. Outside fuels for FM TU5 were calculated using a head fire.

Parameters were selected so fuel consumption will meet resource objectives and RX objectives and should not create extreme fire behavior or control problems. Weather observations will be taken periodically during ignition to insure conditions are within the parameters of the prescription. The burn boss has the flexibility to mix and match the weather parameters to generate the intensity and fire behavior (not to exceed what is listed above) to achieve the resource and prescribed fire objectives.

ELEMENT 8: IGNITION SCHEDULING			
SEASON(S) OF BURN:	Fall/Winter	BLACKLINE PHASE LENGTH (DAYS OR HOURS):	4 hrs.
EARLIEST DATE:	October 1st	IGNITION PHASE LENTH (MIN.):	360
LATEST DATE:	March 1st	BURNOUT PHASE LENTH (HOURS):	6
TIME OF DAY:	Any	Constraints:	None

ELEMENT 9: PRE-BURN CONSIDERATIONS:
To be completed by the Contractor.

C. NOTIFICATION PLAN

UNIT:				
WHO	WHEN*	PHONE NUMBER	BY WHOM	DATE
Medford Interagency Fire Center	Before & day of	541-618-2510	Burn Boss	
Medford ODF Dispatch	Before & day of	541-664-1213	"	
BFRA Burn Notification List	Before	Email	"	

ELEMENT 10: BRIEFING CHECKLIST

BURN ORGANIZATION	BURN OBJECTIVES
To be completed by the Contractor.	
COMMUNICATIONS	IGNITION / HOLDING PLAN
CONTINGENCY PLAN	EXPECTED WEATHER / FIRE BEHAVIOR
SAFETY / MEDICAL PLAN	PUBLIC SAFETY
OTHER CONSIDERATIONS AND NOTES ON BRIEFING	

**ELEMENT 11:
MINIMUM WORKFORCE & EQUIPMENT
NEEDS TO CONDUCT BURN
LOW PRESCRIPTION RANGE**

PERSONNEL

POSITION	ICS CODE	TOTAL AMOUNT NEEDED	LINE BUILDING RATES (Ch/Hr)	AMOUNT SUPPLIED BY	
				AGENCY	CONTRACTOR / PURCHASER
Prescribed Fire Burn Boss	RXB2				
Ignition Specialist	RX12				
Holding Specialist Function (Crew Boss or higher)	CRWB				
Engine Boss and Operator	ENGB/ENOP				
Ignition Crew	FFT2				
Holding Crew	FFT2				

EQUIPMENT

DESCRIPTION	UNIT OF MEASURE	TOTAL AMOUNT NEEDED	LINE BUILDING RATES (Ch/Hr)	AMOUNT SUPPLIED BY	
				AGENCY	CONTRACTOR / PURCHASER
Engine – Type 6 (200 gal. or greater)	Ea				
Water Tender (1,000 gal. or greater)	Ea				
Chain Saws	Ea				
Hand Tools	Ea				
Portable Water Tanks (1000 gal. or greater)	Ea				
Hose (1½ inch)	Ea				
Drip Torches	Ea				

LINE BUILDING CAPABILITY SUMMARY

Total line building capability at low end of prescription:		Ch/Hr.
Expected line building capability needed during initial escape at critical holding area at low end of prescription:	35.0	Chains after one hour of Perimeter Growth.
The line building rate of ON-SITE resources will exceed perimeter increase during initial escape if the wind speed is:	8	MPH, or less.

**MINIMUM WORKFORCE & EQUIPMENT
NEEDS TO CONDUCT BURN**

DESIRED PRESCRIPTION RANGE

PERSONNEL

P O S I T I O N	ICS CODE	TOTAL AMOUNT NEEDED	LINE BUILDING RATE (Ch/Hr)	AMOUNT SUPPLIED BY	
				AGENCY	CONTRACTOR / PURCHASER
P r e s c r i b e d	RXB2				
F i r e					
B u r n					
B o s s					
I g n i t i o n	RXI2				
S p e c i a					

I s t					
H o l d i n g S p e c i a l i s t F u n c t i o n (C r e w B o s s o r h i g h e r)	CRWB				
E n g i	ENGB/ENOP				

n e B o s s a n d O p e r a t o r I g n i t i o n C r e w H o l d i n g C r e w					
	FFT2				
	FFT2				
EQUIPMENT					
D E S C R I P T I	UNIT OF MEASURE	TOTAL AMOUNT NEEDED	LINE BUILDING RATE (Ch/Hr)	AMOUNT SUPPLIED BY	
				AGENCY	CONTRACTOR / PURCHASER

O N					
E n g i n e - T y p e 6 (2 0 0 0 g a l . o r g r e a t e r)	Ea				
D r i p T o r c h e s	Ea				
C h a i	Ea				

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LINE BUILDING CAPABILITY SUMMARY

Total line building capability at desired end of prescription:			Ch/Hr.
Expected line building capability needed during initial escape at critical holding area at desired end of prescription:		29	Chains after one hour of Perimeter Growth.
The line building rate of ON-SITE resources will exceed perimeter increase during initial escape if the wind speed is:	7	MPH, or less.	

**MINIMUM WORKFORCE & EQUIPMENT
NEEDS TO CONDUCT BURN
HIGH PRESCRIPTION RANGE**

PERSONNEL

POSITION	ICS CODE	TOTAL AMOUNT NEEDED	LINE BUILDING RATE (Cb/Hr)	AMOUNT SUPPLIED BY	
				AGENCY	CONTRACTOR / PURCHASER
Prescribed Fire Burn Boss	RXB2				
Ignition Specialist	RXI2				
Holding Specialist Function (Crew Boss or higher)	CRWB				
Engine Boss and Operator	ENGB/ENOP				
Ignition Crew	FFT2				
Holding Crew	FFT2				

EQUIPMENT

DESCRIPTION	UNIT OF MEASURE	TOTAL AMOUNT	LINE BUILDING	AMOUNT SUPPLIED BY
-------------	-----------------	--------------	---------------	--------------------

		NEEDED	RATE (Ch/Hr)	AGENCY	CONTRACTOR / PURCHASER
Engine – Type 6 (200 gal. or greater)	Ea				
Drip Torches	Ea				
Chain Saws	Ea				
Hand Tools	Ea				
Water Tender (2,500 gal. or greater)	Ea				
Hose (1½ inch)	Ea				

LINE BUILDING CAPABILITY SUMMARY

Total line building capability at high end of prescription:		Ch/Hr.
Expected line building capability needed during initial escape at critical holding area at high end of prescription:	24	Chains after one hour of Perimeter Growth.
The line building rate of ON-SITE resources will exceed perimeter increase during initial escape if the wind speed is:	9	MPH, or less.

ELEMENT12: COMMUNICATIONS PLAN

SYSTEM	CHANNEL	FUNCTION	FREQUENCY		ASSIGNMENT
		Tactical	TX RX		
		Communications	TX RX		
		Communications	TX RX		
		Communications	TX RX		
		Communications	TX RX		
		Communications	TX RX		
		Communications	TX RX		

REMARKS:

All frequencies are narrow band. All radios on site must be narrow band capable.

To be completed by the Contractor.

ELEMENT 13: MEDICAL PLAN FOR GOVERNMENT EMPLOYEES

MEDICAL AID STATIONS / PERSONNEL

NAME	LOCATION	PARAMEDICS?	
		YES	NO
Fire dist #3 White City Station	8333 Agate Road, White City, OR		X
TRUAMA AND BURN KIT ON-SITE			

EMERGENCY TRANSPORTATION

NAME	TELEPHONE	LOCATION	PARAMEDICS?	
			YES	NO
MERCY FLIGHTS AIR & GROUND	541-779-6551	MEDFORD, OR.	X	
AMERICAN MEDICAL RESPONSE	541-474-6303	GRANTS PASS, OR.	X	
HELISPOT CLOSEST TO PROJECT		LAT. 42 29 10 LONG 122 35 56		

HOSPITALS								
NAME	ADDRESS	TRAVEL TIME (MIN)		PHONE	HELIPAD?		BURN CENTER	
		AIR	GROUND		YES	NO	YES	NO
ROGUE VALLEY MEDICAL CENTER	2825 E. BARNETT ROAD MEDFORD, OR	15	45	541-608-4144 541-608-4900	X			X
PROVIDENCE MEDICAL CENTER	1111 CRATER LAKE AVE. MEDFORD, OR.	15	45	541-732-5059 541-732-5000	X			X
THREE RIVERS COMM. HOSPITAL	500 SW RAMSEY AVE. GRANTS PASS, OR.	25	45	541-472-7000		X		X
LEGACY EMANUEL HOSPITAL	2801 GANTENBEIN AVE. PORTLAND, OR.	90	300	503-413-2200	X		X	

MEDICAL EMERGENCY PROCEDURES

In the event of serious accidents or injuries, the burn boss shall be notified immediately. The burn boss will initiate on-site response (if not already in progress) and coordinate additional response needs (listed below) through:

If a First Responder is on the fire, that individual should evaluate the extent of the injury, render first aid, and determine further actions to be taken. Medford Interagency Communications Center will be notified and advised as to actions to be taken and additional assistance required.

The first option is to transport the injured person(s) via on-site vehicles to (describe directions to emergency facilities):

Take Hwy 62 south to Medford. Then Take I-5 South to Medford Barnett exit. Take a Left on Barnett for 3 miles to Rogue Valley medical center.

The second option is to transport the injured person(s) to meet an ambulance at (describe a location known to both project personnel and emergency services):

Meet at intersection of Salt Creek and Hwy 140.

The third option is to transport the injured person(s) to the nearest helispot to be evacuated via air ambulance. The helispot location is (describe the location relative to the project area and for the air ambulance; include a Lat/Long; list helitack qualified personnel (if any) on site):

Heli-spot on private pasture east of unit:

Lat. 42 29 10
Long. 122 35 56

The fourth option is to care for and protect the injured person(s) while emergency services responds on-site to extract and transport the injured. Send personnel to meet and lead emergency services to the site. The project area location is (describe directions for responding emergency services and include a Lat/Long).

From White City drive east on Highway 140 and proceed for approximately 14 miles. Turn north on Salt Creek Road BLM 36S-2E-7. Drive for 5 miles on Salt Creek Rd. Road is along bottom (south flank) on unit.

ELEMENT 14
TEST FIRE PROVISIONS & RESULTS

PLANNED LOCATION:

A test fire is required at the start of each ignition operation. The test burn should be in a location that is easily extinguishable and representative of the fuels in the unit as a whole. Documentation of the test fire conditions and results will be made on a Unit Log and observations recorded on the Weather/Fuels/Fire Behavior Observations sheet.

WEATHER		RESULTS OF TEST FIRE	
TEMPERATURE		FLAME LENGTH	
RELATIVE HUMIDITY		RATE OF SPREAD	
WIND SPEED			
CLOUD COVER %			
FINE DEAD FUEL MOISTURE			

The test fire meets prescription parameters	YES		NO	
---	-----	--	----	--

COMMENTS:

Prescribed Fire Burn Boss Signature:		Date:		Time:	
---	--	-------	--	-------	--

ELEMENT 15: IGNITION PLAN

(Attach Appropriate Maps, Photos, Etc.)

IGNITION PLAN:

To be completed by the Contractor.

POTENTIAL HOLDING PROBLEMS:

To be completed by the Contractor.

ELEMENT 16: HOLDING PLAN

LOCATION OF HOLDING FORCES AND INSTRUCTIONS:

To be completed by the Contractor.

WATER SOURCES:

To be completed by the Contractor.

MOP UP AND PATROL:

To be completed by the Contractor.

**ELEMENT 17:
CONTINGENCY & ESCAPED FIRE PLAN**

1. CONTAINMENT STRATEGY: Describe the containment strategy.

To be completed by the Contractor.

2. CONTAINMENT OPPORTUNITIES:

Identify any known containment opportunities and identify trigger points at which the fire will be declared an escape.

To be completed by the Contractor.

3. CONTINGENCY RESOURCES: Identify available resources on burn day, staging location(s) and response time.

Resource	Agency / Contractor	Mobilization Time *	Confirmation of Availability (Date & Time)

* Time it takes for mobilization and travel to site

ELEMENT 18: WILDFIRE CONVERSION

1. Wildfire Declared By: Who will make the decision that the fire has escaped?

Burn Boss

2. IC Assignments: Identify who will be the IC and what positions will be used to transition to an ICS organization.

Burn Boss will be the IC at the type 4 incident level. If the escape becomes more complex an ICT 3 will need to be ordered if one is not on the burn.

3. NOTIFICATIONS: Identify the notifications to be made and who will make them.

Medford Dispatch (541-618-2510) will be notified by the burn boss. Dispatch will then notify the District FMO and other agencies.

4. RESOURCE ORDERING: Identify the dispatch center responsible for resource ordering.

Medford Dispatch (541-618-2510)

5. Extended Attack Actions and Opportunities to Aid in Fire Suppression:

If the escape becomes more complex an ICT 3 will need to be ordered if one is not on the burn. A helicopter would also be very effective. Multiple Resources could be dispatched within 2 hrs.

ELEMENT 19: SMOKE MANAGEMENT & AIR QUALITY

SMOKE MANAGEMENT #	Assigned on Burn Day	DA NAME:	Medford		
WIND DIRECTION NEEDED:	All except NE	DISTANCE FROM DA:	10 Miles		
		DIRECTION FROM DA:	Northeast		
SMOKE SENSITIVE AREAS POTENTIALLY IMPACTED					
RECEPTOR	DIRECTION	DISTANCE	RECEPTOR	DIRECTION	DISTANCE
Eagle Point	W	9 Miles			
Butte Falls	N	5 Miles			
TRANSPORT WIND AND STABILITY CONDITIONS NEEDED					
<p>Due to the distance from Medford, it is expected that smoke impacts should be minimal to the designated area. Unstable atmospheric conditions are desirable for adequate mixing and lofting of the smoke into higher elevations.</p> <p>Wind directions listed above with unstable atmospheric conditions are desirable for adequate mixing.</p>					
VISIBILITY HAZARDS (ROADS, AIRPORTS, ETC.) AND ACTIONS TO REDUCE HAZARDS					
<p>Local roads could be impacted by residual smoke if a strong inversion occurs in the evening hours. Ignition timing will incorporate this possibility. Smoke mixing and dispersion will be forecasted by the Spot weather forecast. Smoke warning signs may be utilized.</p>					
RESIDUAL SMOKE ISSUES AND MITIGATION ACTIONS					
<p>There is some concern for night time inversions and cold air drainage down into local residential areas. If weather forecasts indicate that smoke issues may develop due to inversions or minimal lifting of the air mass, the size of area to be burned will be evaluated. Burning in the Fall ensures that the lighter fuels (1 and 10 hour fuels) have lower fuel moistures so their consumption is quick and the larger fuels (100 and 1000 hour fuels) have high fuel moistures which minimizes smoldering. Overall impacts to the local area should be minimal and of short duration. In the event that smoke becomes a problem following completion of the ignition phase, rapid mop-up will occur to lessen the impact.</p>					
SPECIAL CONSTRAINTS / CONSIDERATIONS					
<p>Smoke Management Program Objective: To prevent smoke, resulting from burning on forest land, from being carried to or accumulating in designated areas and other areas sensitive to smoke; to provide maximum opportunity for essential forest land burning; to coordinate with other state smoke management programs; to conform with state and federal air quality and visibility requirements; to protect public health; and to encourage the reduction of emissions.</p> <p>Definition of smoke intrusion: When smoke from RX burning enters a designated area or other smoke sensitive areas at ground level. Burning will be suspended if smoke is detected at ground level in the DA's.</p> <p>Verify smoke guidelines on the day of the burn.</p> <p>Monitor existing smoke which may exist in local drainages from previous burning which may have occurred. Guidelines in the Oregon Smoke Management Plan will be followed with smoke clearance provided by Oregon Department of Forestry.</p>					

ELEMENT 20: MONITORING

BURN UNIT	DATE(S) BURNED	ACRES BURNED	TIME OF IGNITION	IGNITION DURATION (min)		
OBSERVED FIRE EFFECTS						
FUEL LOADING	Before	After	SCORCH & MORTALITY	Before	After	
1 Hr (0 - ¼")			Mature Overstory:			
10 Hr (¼ - 1")			Conifers			
100 Hr (1 - 3")			Hardwoods			
1000 Hr (> 3")			Understory:			
Duff Depth (inch)			Conifers			
			Hardwoods			
			Brush			
SOIL IMPACT			SMOKE IMPACTS		Yes	No
Percentage of unit visibly blackened			Residual Smoke			
Percentage of unit area sterilized (burned hot)			Designated Area (DA) Impacted			
ACCOMPLISHMENT OF FUEL TREATMENT OBJECTIVES						
Short Term Results:						
COST EVALUATION						
Site Preparation & Planning	Burn Operation		Total Burn Project Cost	Cost / Acre		
\$	\$		\$	\$		
NARRATIVE – PRESCRIBED FIRE BURN BOSS (i.e. operations, safety, fire behavior, personnel & equipment performance, logistics, smoke management)						
OVERALL OBJECTIVES ACHIEVED:			YES	NO		
Prescribed Fire Burn Boss:					Date:	

**ELEMENT 20: MONITORING (Cont.)
WEATHER / FUELS/ FIRE BEHAVIOR OBSERVATIONS**

OBSERVER NAME:	PROJECT:	DATE:

WEATHER AND FUELS

OBSERVATION TIME (24 Hr)									
SLOPE (%)									
ASPECT									
ELEVATION (FEET)									
FUEL MODEL (1-13)									
SHADING (<50% OR >50%)									
DRY BULB TEMPERATURE (°F)									
WET BULB TEMPERATURE (°F)									
RELATIVE HUMIDITY (%)									
EYE LEVEL WIND SPEED (MPH)									
WIND DIRECTION									
CLOUD COVER (%)									
1-HR FUEL MOISTURE (%)									
10-HR FUEL MOISTURE (%)									
100-HR FUEL MOISTURE (%)									
1000-HR FUEL MOISTURE (%)									

FIRE BEHAVIOR

FIRE TYPE (HEAD, FLANK, BACKING)									
AVERAGE FLAME LENGTH (Feet)									
MAXIMUM FLAME LENGTH (Feet)									
TORCHING / CROWNING (Y OR N)									
FIRE WHIRLS (Y OR N)									
SPOTTING OCCURRENCE (Y OR N)									
SPOTTING DISTANCE (Feet)									
RATE OF SPREAD (Ch/Hr OR Ft/Min)									
SMOKE DIRECTION									
SMOKE RISE									

NOTES:

**ELEMENT 21:
POST-BURN ACTIVITIES & DAILY MOP-UP SHIFT PLAN
WORFORCE & EQUIPMENT NEEDS**

BURN DATE:		SHIFT PLAN DATE:	
MOP-UP BOSS:		SHIFT START TIME:	

PERSONNEL

POSITION	ICS CODE	TOTAL AMOUNT NEEDED	AMOUNT SUPPLIED BY	
			AGENCY	CONTRACTOR / PURCHASER

EQUIPMENT

DESCRIPTION	UNIT OF MEASURE	TOTAL AMOUNT NEEDED	AMOUNT SUPPLIED BY	
			AGENCY	CONTRACTOR / PURCHASER

SHIFT OBJECTIVE:	SPECIAL CONSIDERATIONS / HAZARDS:
To be completed by the Contractor.	To be completed by the Contractor.

ATTACH MAP(S), WEATHER FORECAST FOR SHIFT PERIOD, WEATHER OBSERVATIONS, AND SHIFT ACTIVITY LOG.

TECHNICAL REVIEWER CHECKLIST

PRESCRIBED FIRE PLAN ELEMENTS:	S/U	COMMENTS
1. Signature page		
2. GO/NO-GO Checklists		
3. Complexity Analysis Summary		
4. Description of the Prescribed Fire Area		
5. Goals and Objectives		
6. Funding		
7. Prescription		
8. Scheduling		
9. Pre-burn Considerations		
10. Briefing		
11. Organization and Equipment		
12. Communication		
13. Public and Personnel Safety, Medical		
14. Test Fire		
15. Ignition Plan		
16. Holding Plan		
17. Contingency Plan		
18. Wildfire Conversion		
19. Smoke Management and Air Quality		
20. Monitoring		
21. Post-burn Activities		
Appendix A: Maps		
Appendix B: Complexity Analysis		
Appendix C: JHA		
Appendix D: Fire Prediction Modeling Runs		
Other		

S = Satisfactory U = Unsatisfactory

Recommended for Approval:

Not Recommended for Approval:

Technical Reviewer

Qualification and currency (Y/N)

Date

Approval is recommended subject to the completion of all requirements listed in the comments section, or on the Prescribed Fire Plan.

BLM Medford District Office



1:3,500,000

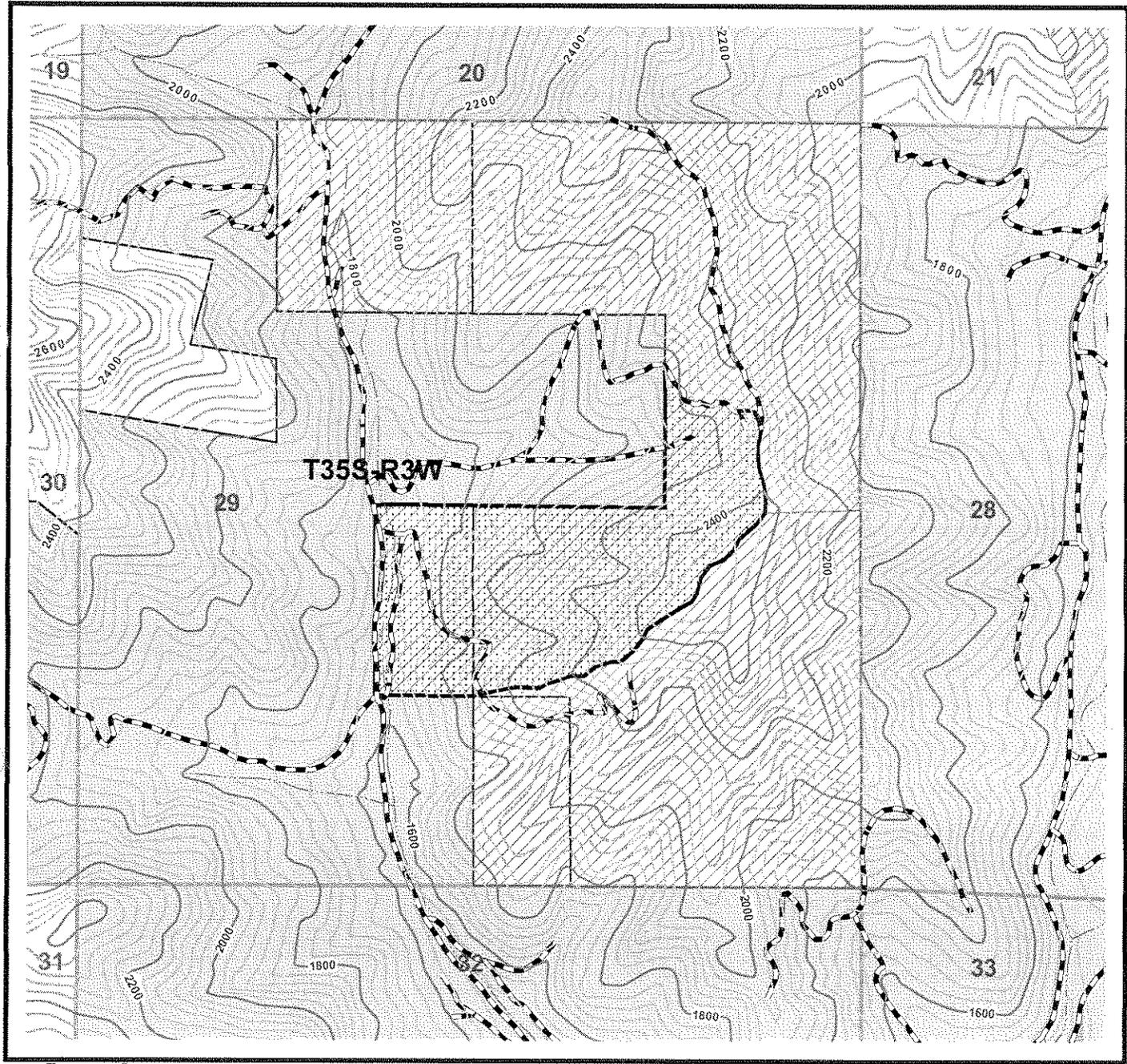
Legend

-  Medford BLM
-  Counties
-  Oregon State
-  Main Highway



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Creation Date: 12/22/2005 1:00:33 PM
Last Modified: 12/22/2005 1:06:46 PM
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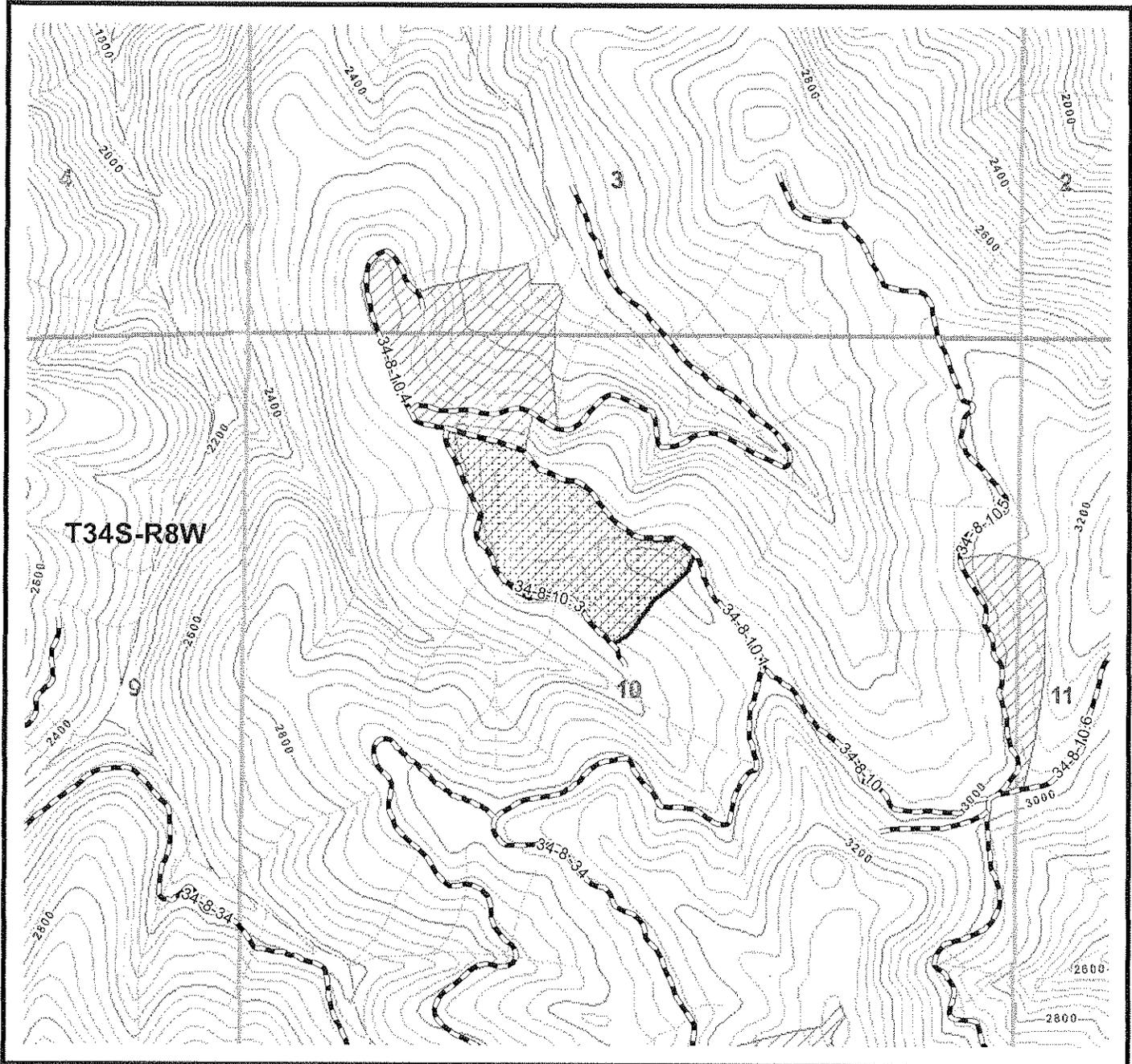
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-  OTHER FUELS UNITS
-  40' CONTOUR LINES
-  STREAMS
-  ROADS
-  BLM
-  PRIVATE/OTHER
-  U.S. FOREST SERVICE
-  STATE
-  SECTIONS



PROJECT	RIGHT FORK SARDINE CREEK
UNIT NUMBER	29-2
FBU NO	4095
ACRES	71

U.S. DEPARTMENT OF THE INTERIOR BUREAU OF LAND MANAGEMENT		
Butte Falls Resource Area Fuels Treatments		
DRAWN	ARCMAP	SCALE 1:12000
DATE	20090708	1

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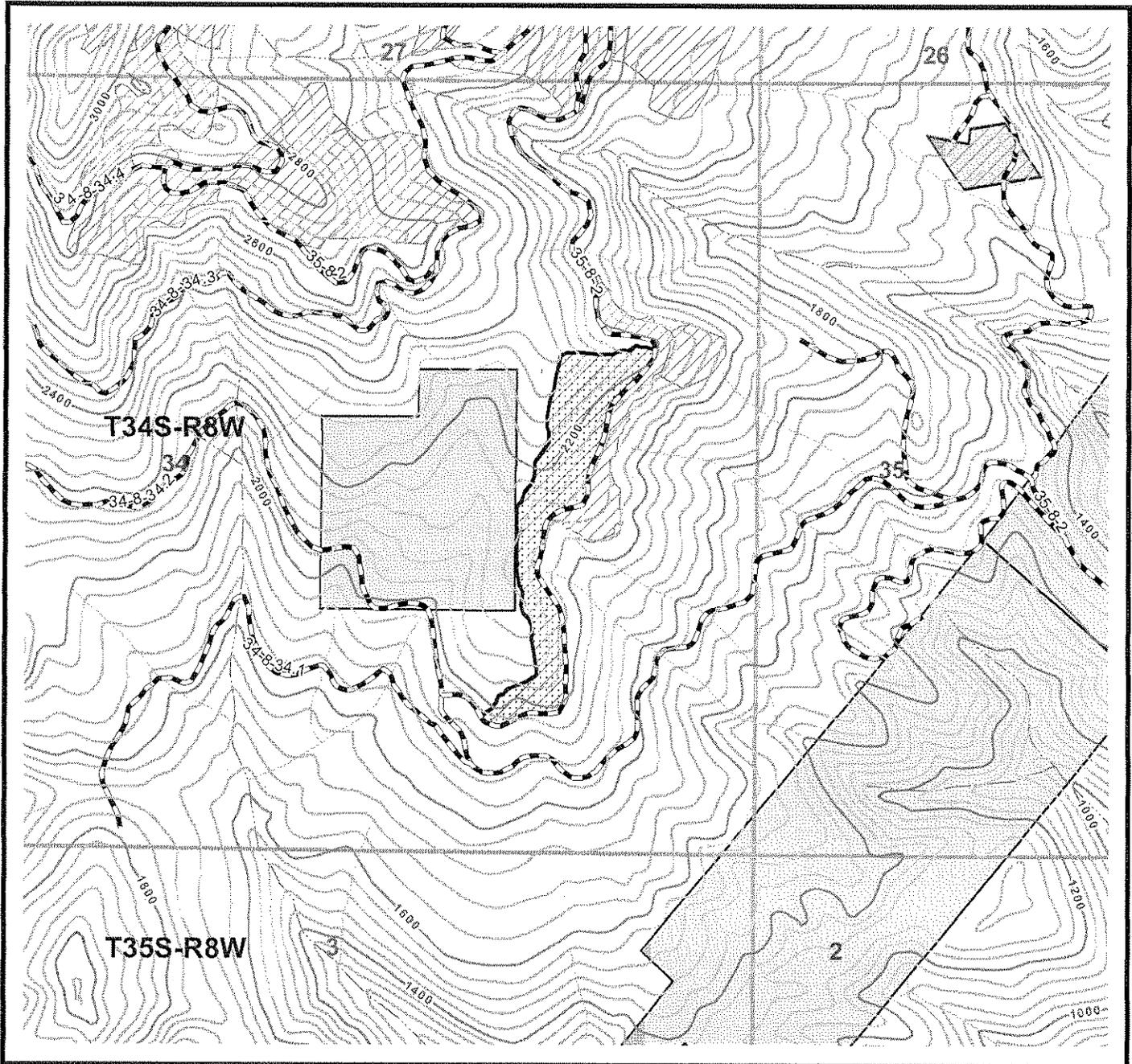
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-  OTHER FUELS UNITS
-  40' CONTOUR LINES
-  STREAMS
-  ROADS
-  BLM
-  PRIVATE/OTHER
-  U.S. FOREST SERVICE
-  STATE
-  SECTIONS



PROJECT	RICH AND ROCKY
UNIT NUMBER	10-9A
FBU_NO	3798
ACRES	26

U.S. DEPARTMENT OF THE INTERIOR BUREAU OF LAND MANAGEMENT		
Grants Pass Resource Area Fuels Treatments		
DRAWN	ARCMAP	SCALE 1:12000
DATE	20081105	1

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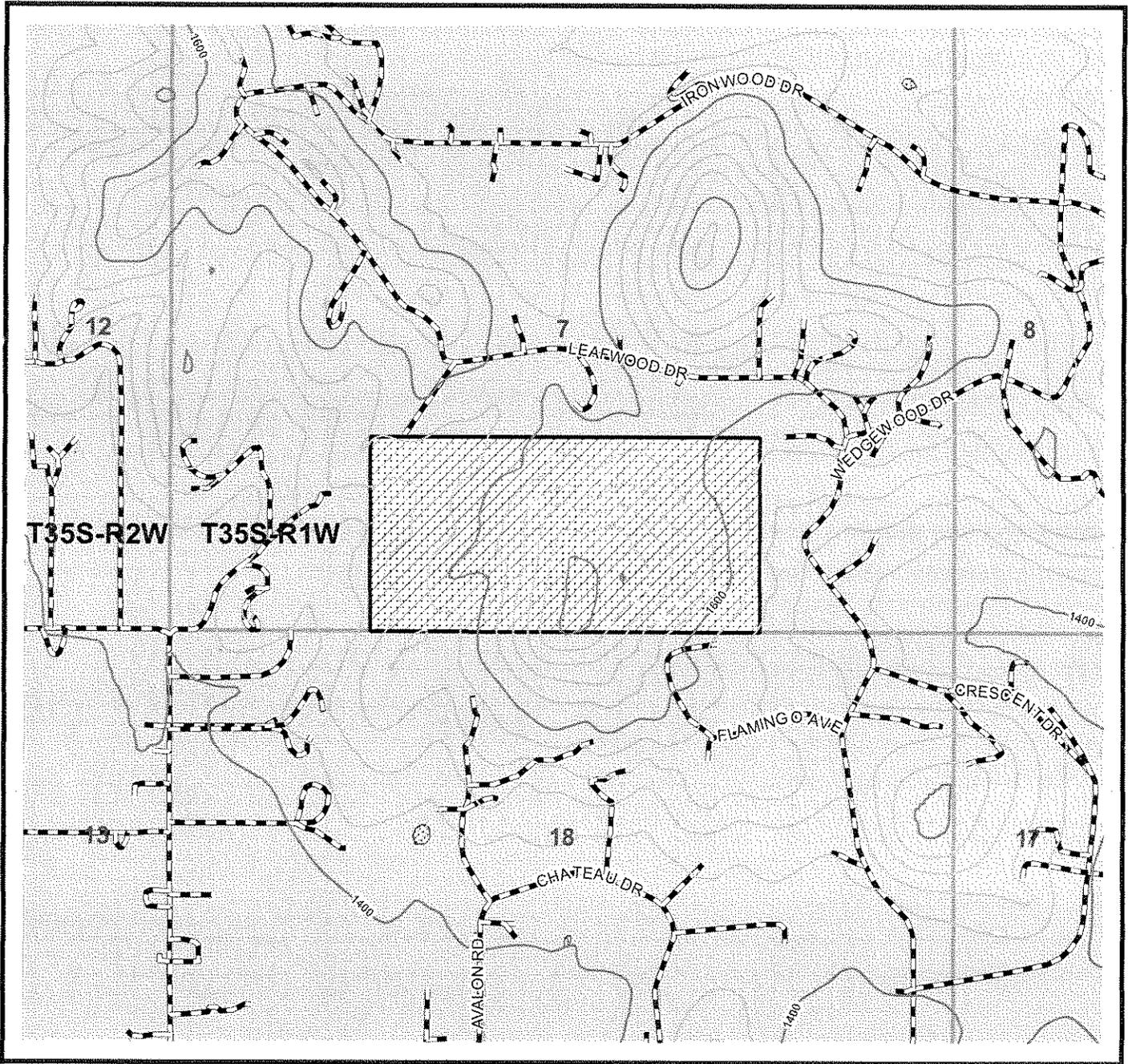
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-  OTHER FUELS UNITS
-  40' CONTOUR LINES
-  STREAMS
-  ROADS
-  BLM
-  PRIVATE/OTHER
-  U.S. FOREST SERVICE
-  STATE
-  SECTIONS



PROJECT	RICH AND ROCKY
UNIT NUMBER	34-3A
FBU NO	4122
ACRES	19

U.S. DEPARTMENT OF THE INTERIOR BUREAU OF LAND MANAGEMENT		
Grants Pass Resource Area Fuels Treatments		
DRAWN	ARCMAP	SCALE 1:12000
DATE	20091013	1

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Legend

-  SELECTED FUELS UNIT
-  OTHER FUELS UNITS
-  40' CONTOUR LINES
-  STREAMS
-  ROADS
-  BLM
-  PRIVATE/OTHER
-  U.S. FOREST SERVICE
-  STATE
-  SECTIONS



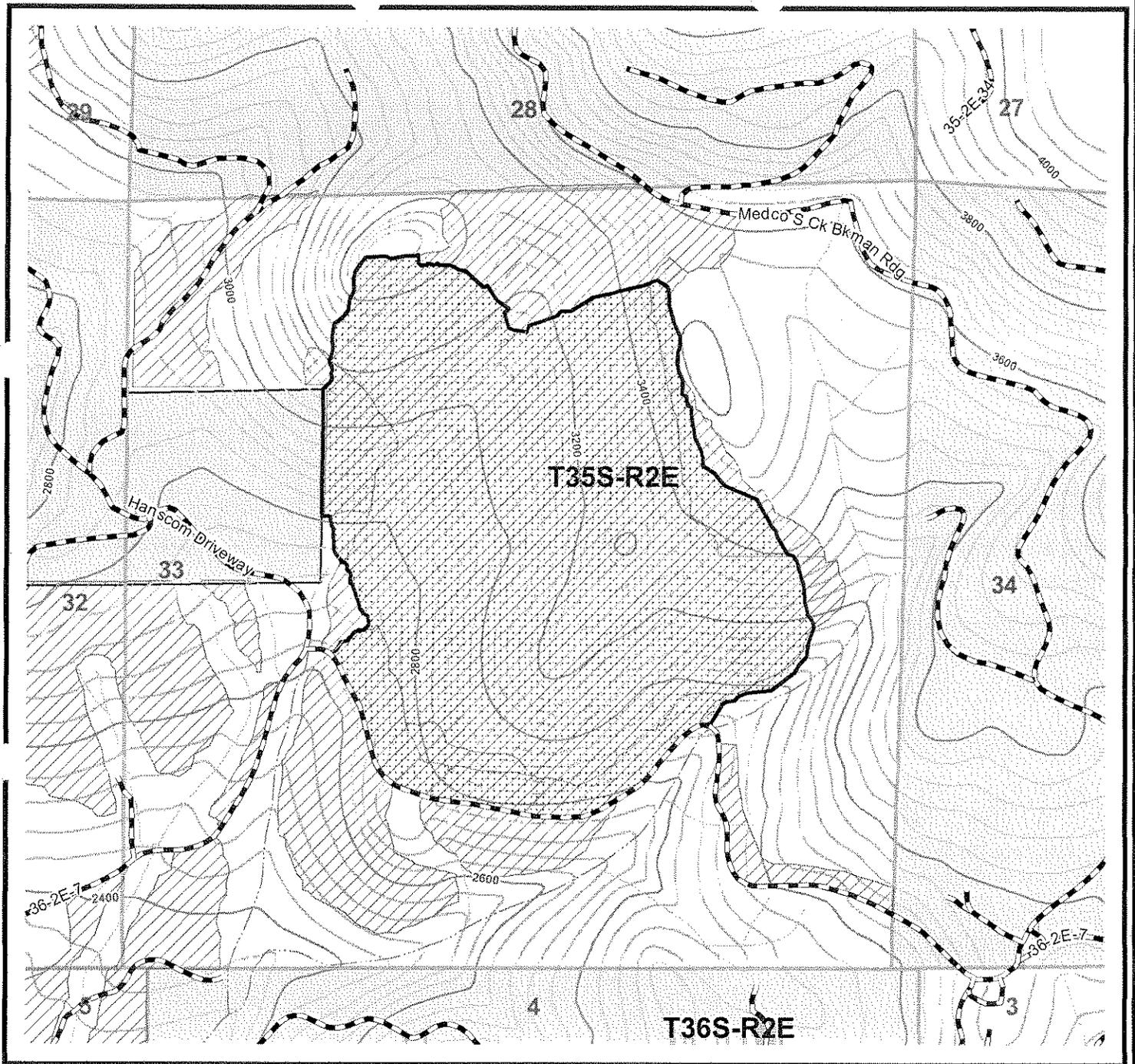
PROJECT	WEDGEWOOD
UNIT NUMBER	7-1
FBU NO	4124
ACRES	81

U.S. DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

**Butte Falls Resource Area
Fuels Treatments**

DRAWN	ARCMAP	SCALE	1:12000
DATE	20091105		1

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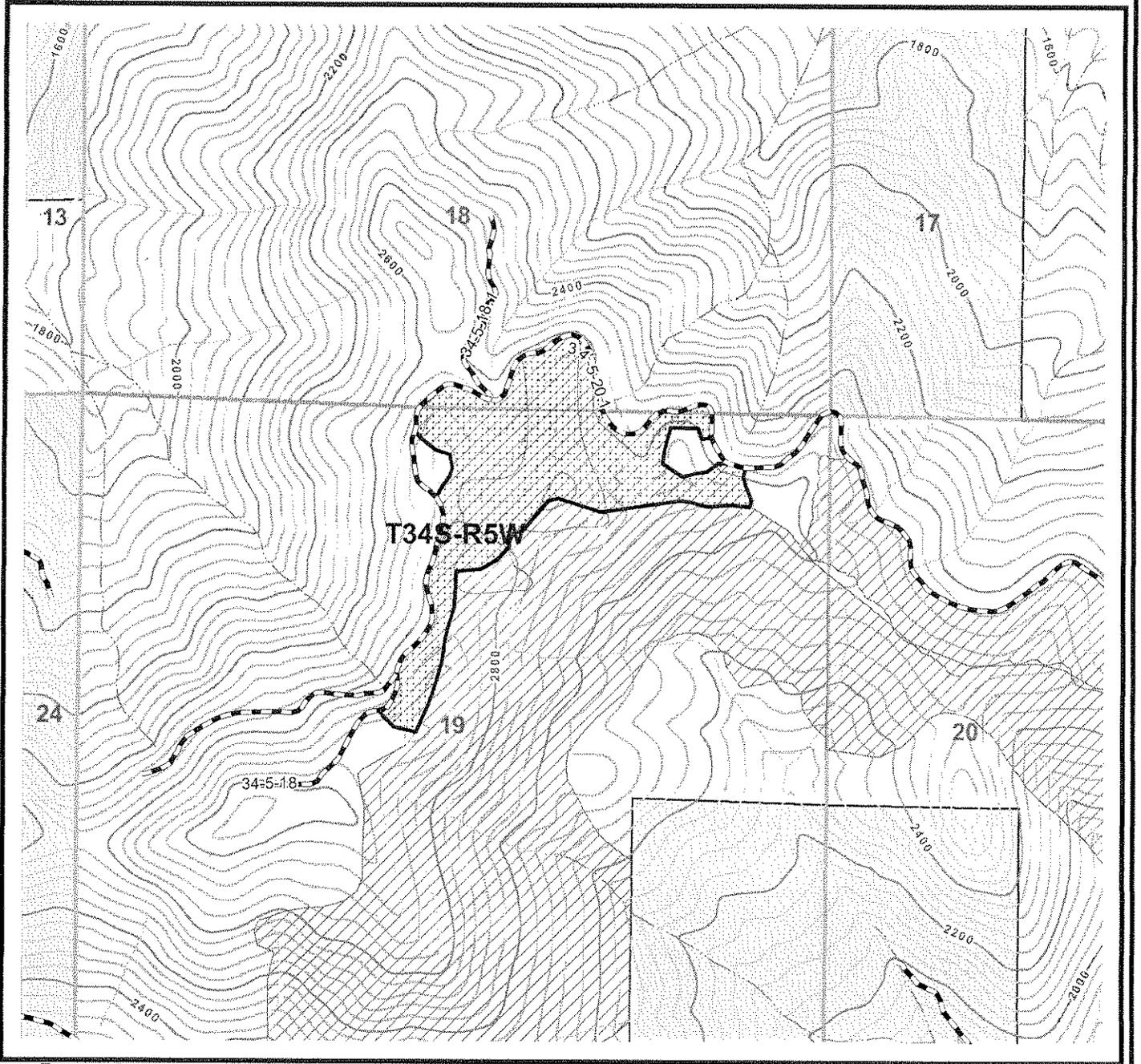
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-  OTHER FUELS UNITS
-  40' CONTOUR LINES
-  STREAMS
-  ROADS
-  BLM
-  PRIVATE/OTHER
-  U.S. FOREST SERVICE
-  STATE
-  SECTIONS

PROJECT	BIEBER WASSON
UNIT NUMBER	331
FBU_NO	3800
ACRES	213

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U.S. DEPARTMENT OF THE INTERIOR BUREAU OF LAND MANAGEMENT			
Butte Falls Resource Area Fuels Treatments			
DRAWN	ARCMAP	SCALE	1:12000
DATE	20080924		1



Legend

-  SELECTED FUELS UNIT
-  OTHER FUELS UNITS
-  40' CONTOUR LINES
-  STREAMS
-  ROADS
-  BLM
-  PRIVATE/OTHER
-  U.S. FOREST SERVICE
-  STATE
-  SECTIONS

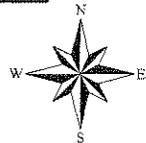
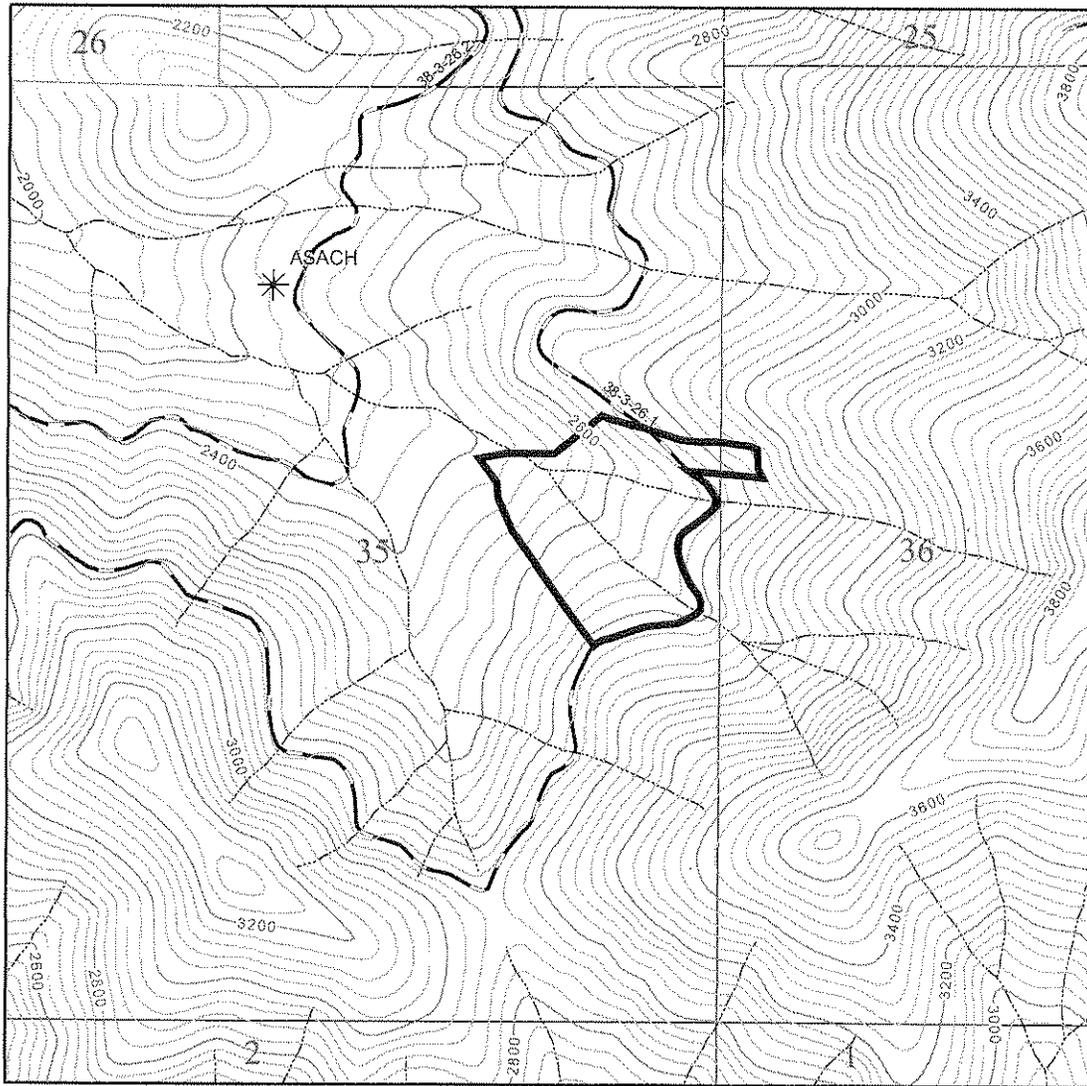


PROJECT	SHANKS CREEK
UNIT NUMBER	19-1
FBU_NO	3961
ACRES	45

U.S. DEPARTMENT OF THE INTERIOR BUREAU OF LAND MANAGEMENT		
Glendale Resource Area Fuels Treatments		
DRAWN	ARCMAP	SCALE 1:12000
DATE	20090129	1

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T38S-R3W-SEC.35



SUB ITEM	XXXXXXXXXXXXXXXXXXXX
UNIT #	Squires peak #7
ACRES	24
KEY #	121368
TRS/UNIT	T38S-R3W-SEC.35

- Legend**
- Sensitive Plants
 - Treatment Area
 - Barricade
 - Gate
 - Stream
 - Road
 - Lake, River
 - OWNER_TYPE**
 - Federal
 - Non-Federal

U.S. DEPARTMENT OF THE INTERIOR BUREAU OF LAND MANAGEMENT	
XXXXXXXXXXXX	
ASHLAND RESOURCE AREA	
DESIGNED	XXXXXXXXXXXX
REVIEWED	XXXXXXXXXXXX
APPROVED	XXXXXXXXXXXX
DRAWN	XXXXXXXXXXXX
SCALE	1:12000
DATE	XXXXXXXXXXXX
SHEET	OF

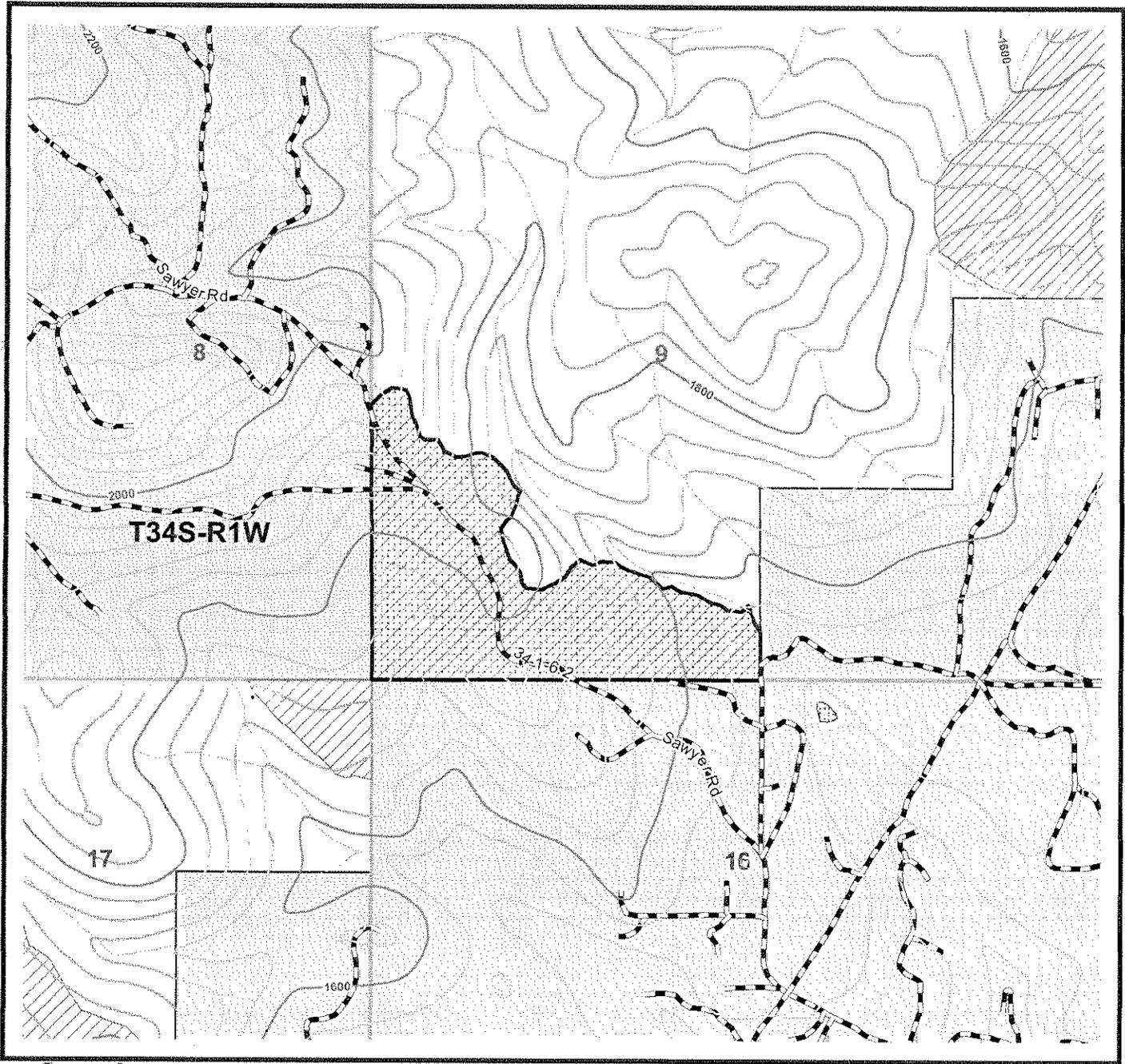


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United States Department of the Interior
Bureau of Land Management
Medford District Office
3040 Biddle Road
Medford, Oregon 97504



Legend

-  SELECTED FUELS UNIT
-  OTHER FUELS UNITS
-  40' CONTOUR LINES
-  STREAMS
-  ROADS
-  BLM
-  PRIVATE/OTHER
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-  STATE
-  SECTIONS



PROJECT	SHADY COVE
UNIT NUMBER	9-1
FBU_NO	4023
ACRES	62

U.S. DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

**Butte Falls Resource Area
Fuels Treatments**

DRAWN	ARCMAP	SCALE	1:12000
DATE	20090413		1

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COMPLEXITY RATING WORKSHEET

PROJECT NAME:

Definitions:

Risk - The probability or likelihood that an adverse event or situation will occur.

Potential Consequences - Some measure of the cost or result of an adverse event or situation occurring.

Technical Difficulty - Indicates the skills needed to implement the project and deal with unexpected or adverse events.

Levels: 1=Low 2=Moderate 3=High

1. Potential For Escape

Risk	Potential Consequence	Technical Difficulty

POTENTIAL FOR ESCAPE - RISK

LOW: Ranges from no potential for escape up to the likelihood of some spot fires, each comprising small areas that are readily detected, accessed, and controlled by modest holding forces available on the burn. No dangerous ladder fuels or concentrations are near critical holding points. Ignition procedure do not create intense fire. Probability of ignition in fuels outside the unit is below 60% or doesn't apply to isolation of the unit. Few, if any, back-up forces are needed and response time is not critical. There is no long-term, residual fire.

MODERATE: Potential for multiple spot fires that can propagate at moderate rates of spread but can be held by skilled and prompt holding actions. The fire has some limited potential to cross unit perimeters or allowable area boundaries and exceed the capability of holding forces to suppress it. Some fuel concentrations exist near critical holding points. The probability of ignition in fuels outside of the unit is between 60% and 80%. Some ladder fuels may be present but are mostly well inside the unit. Residual burning may last up to three days, with a moderate potential to cause escapes.

HIGH: There is a possibility of multiple spot fires or slop-overs that exceed the capability of the holding force to detect and suppress. Concentrations of dangerous fuels near critical holding points including ladder fuels that hamper holding operations. Expected fire line intensities in the primary fuel type are known to challenge standard fire lines or to produce abundant spotting. Probability of ignition in fuels outside the unit is over 80%. Residual burning may last for several days to several weeks with potential to flare up and escape the unit.

RATIONALE:

POTENTIAL FOR ESCAPE - POTENTIAL CONSEQUENCES

LOW: An escape could result in little damage to natural resource values or to improvements. No structures are expected to be involved. Any damage can be quickly repaired. There will be minimal impact to the public or users. Few social or political concerns from an escape are expected.

MODERATE: An escape could result in moderate damage to vegetation, habitat, or improvements. No residences are expected to be involved, but other structures might be involved. The fire could burn onto private or other agency lands. Damages to improvements would take some time to repair. There would be moderate impact to the public or users. Some social or political concerns from an escape could be expected.

HIGH: An escape could result in severe damage to vegetation, critical habitat, critical watersheds, or improvements. Residences may be involved. The fire is likely to burn onto private or other agency lands. Damages to improvements would take significant time to repair. Claims for damage to private property or resource damage on other agency lands may be expected. Restoration work or salvage of natural resources could be required to repair damage. There would be significant impact to the public or users. Considerable social or political concerns from an escape could be expected.

RATIONALE:

POTENTIAL FOR ESCAPE - TECHNICAL DIFFICULTY

LOW: Holding operations would normally be supervised at the Single Resource Boss level. The burn unit and allowable area is easily accessible to the holding resources identified in the plan. Weather conditions as identified in the Prescribed Fire Plan are normal for the area and season. All of the key implementation personnel from the local area.

MODERATE: Holding activities require supervision at the Strike Team/Task Force Leader level. Several types of resources are involved in the holding operation. Portions of the burn unit and allowable area are not easily accessible to the holding resources. Some key implementation personnel are from outside the local area.

HIGH: Holding activities require supervision at or above the Division Supervisor level. Several portions of the burn unit and allowable area are not easily accessible or some portions are inaccessible to the holding resources. Several types of holding resources are required. Most key implementation personnel are from outside the local area.

RATIONALE:

2. Number and Dependence of Activities

Risk	Potential Consequence	Technical Difficulty

NUMBER AND DEPENDANCE OF ACTIVITIES - RISK

<p>LOW: Activities are generally independent or only loosely dependent on other activities..</p>
<p>MODERATE: Several activities depend on successful achievement of previous or concurrent actions. The failure of one or more call for remedial measures within the capabilities of the management team.</p>
<p>HIGH: Activities are complex and highly interactive. The failure of single key activities can prevent the implementation of many subsequent actions and lead to a failure to successfully complete the project. Few opportunities to remedy failures exist and require highly skillful actions to be taken.</p>
<p><i>RATIONALE:</i></p>

NUMBER AND DEPENDANCE OF ACTIVITIES - POTENTIAL CONSEQUENCES

<p>LOW: Coordination issues do not result in an increased risk of escape, threaten the completion of the project, failure to meet project objectives, or create a safety issue.</p>
<p>MODERATE: Coordination problems could result in an increased risk of escape, threaten the completion of the project, failure to meet some project objectives, or create a safety issue. Some delay in implementation would be expected.</p>
<p>HIGH: Coordination failure(s) could result in a high risk of escape, failure to complete the project, failure to meet the project objectives, or serious safety issues for implementation personnel or the public. A significant delay in implementation would be expected.</p>
<p><i>RATIONALE:</i></p>

NUMBER AND DEPENDANCE OF ACTIVITIES - TECHNICAL DIFFICULTY

<p>LOW: Minimal difficulty in coordinating the required activities. Coordination problems or communication failures or issues will not affect the completion of the project.</p>
<p>MODERATE: Coordination activities require a moderate skill level. Continuous communication is necessary for successful project completion</p>
<p>HIGH: Requires a highly skilled team to successfully complete the project. Continuous coordination and communication is critical to the success of the project.</p>
<p><i>RATIONALE:</i></p>

3. Off-Site Values

Risk	Potential Consequence	Technical Difficulty
	2	

Off-Site VALUES - RISK

<p>LOW: There are few values at risk or the values identified are generally considered low or minimal or the project is expected to take place during periods of low visitor use. Minimal risk to improvements, private or other agency lands.</p>
<p>MODERATE: Some limited areas of high value are located adjacent or near the project area or the project is expected to take place during periods of moderate visitor use. Moderate risk to improvements, private or other agency lands. One critical protection area has been identified.</p>
<p>HIGH: Several areas of high value are located adjacent or near the project area or the project is expected to take place during periods of high visitor use. Substantial risk to improvements, private or other agency lands. More than one critical protection area has been identified.</p>
<p><i>RATIONALE:</i></p>

Off-Site VALUES - POTENTIAL CONSEQUENCES

LOW: The vegetation potentially affected generally has rapid recovery rates or the expected fire behavior should would cause minimal or no damage to off-site values, improvements, private or other agency lands. No restrictions on visitor use are expected during project implementation.

MODERATE: Some negative impacts are expected in the event of spot fires, slopovers, and escapes. The vegetation potentially affected generally has moderate recovery rates or the expected fire behavior may cause limited damage or some other limited serious consequences to off-site values, improvements, private or other agency lands. Visitor use may be restricted during project implementation for a short period of time.

HIGH: The vegetation potentially affected generally has slow recovery rates or the expected fire behavior could cause serious damage or destruction to off-site values, improvements, private or other agency lands. Visitor use will be restricted during project implementation for an extended period of time.

RATIONALE

Off-Site VALUES - TECHNICAL DIFFICULTY

LOW: Protection of the off-site values requires no special management, equipment or skills.

MODERATE: Protection of the off-site values requires some special management, a moderate skill level and good team coordination, particularly at the critical holding points.

HIGH: Protection of the off-site values requires special management, a high skill level and a high level of team coordination, particularly at the critical holding points.

RATIONALE:

4. ON-Site Values (Special Features)

Risk	Potential Consequence	Technical Difficulty

ON-Site VALUES (Special Features) - Risk

<p>LOW: Few or no special internal features are present that require special attention in planning or implementation. There are few on-site values at risk or the values identified are generally considered low or minimal.</p>
<p>MODERATE: Special features may be present within the unit that may need to be addressed in planning, strategies and briefings, and during project implementation. Some limited areas of high value are located within the project area.</p>
<p>HIGH: Special features are present within the unit. Several areas of high value are located within the project area. Strategies must address details in planning, at pre-burn briefings, and during project implementation.</p>
<p><i>RATIONALE:</i></p>

ON-Site VALUES (Special Features) - Potential Consequences

<p>LOW: Implementation problems will not damage special features or adversely affect on-site resource values.</p>
<p>MODERATE: Implementation problems or failures will result in moderate damage to special features and some reduction or loss of on-site resource values.</p>
<p>HIGH: Implementation problems or failures will result in substantial damage to, or destruction of special features or on-site resource values.</p>
<p><i>RATIONALE:</i></p>

ON-Site VALUES (Special Features) - Technical Difficulty

<p>LOW: No special skills or operating procedures are required. Resource values within the unit are easy to protect.</p>
<p>MODERATE: Protection of special features or on-site resource values requires the development of special ignition OR holding plans. Some pre-burn preparation work may be required.</p>
<p>HIGH: Protection of special features or on-site resource values requires the development of special ignition AND holding plans. Special or additional equipment will be needed. Considerable pre-burn preparation work is required.</p>
<p><i>RATIONALE:</i></p>

5. Fire Behavior

Risk	Potential Consequences	Technical Difficulty

FIRE BEHAVIOR - RISK

LOW: Fuels are uniform and/or loading is light and can be characterized using a single fuel model. Terrain is mostly flat or the slope and aspect are uniform, leading to a relatively unvarying fire. Winds, microclimate, and other fire conditions are relatively uniform. Fire behavior is highly predictable. Fire is primarily a two-dimensional surface fire and any vertical development is isolated and insignificant.

MODERATE: Fuels vary moderately within the unit, both in loading and arrangement. Medium loadings with some high concentrations are present. More than one fuel model may be present on significant portions of the area. Variable terrain features may significantly affect fire behavior and present moderate ignition and control problems. Local winds and burning conditions may vary enough to cause notable shifts in fire behavior. Periodic torching can be expected either as isolated points or limited areas at one time. Spotting is expected to be short-range

HIGH: Major variations in the fuel complex require the use of several fuel models to account for the fire behavior. High fuel loadings and/or concentrations are present. Terrain encompasses a wide range in slope steepness, abrupt changes in slope, and several directional aspects that lead to widely variable and unpredictable local winds and microclimate differences. High intensity fire behavior may be expected with high rates of spread, torching, possible crown fire runs, and possible long-range spotting. The resulting variations in fire behavior may present major control challenges.

RATIONALE:

FIRE BEHAVIOR - POTENTIAL CONSEQUENCES

LOW: Fire behavior outside of the primary unit boundary would be less than the fire behavior within the unit. For landscape level projects a large "allowable area" (MMA) has been identified.

MODERATE: Fire behavior outside of the primary unit boundary would be about the same as that experienced within the unit. For landscape level projects an "allowable area" (MMA) has been identified.

HIGH: Fire behavior outside of the primary unit boundary would be higher than that experienced within the unit. For landscape level projects an "allowable area" (MMA) has not been identified, or is limited in size.

RATIONALE:

FIRE BEHAVIOR - TECHNICAL DIFFICULTY

<p>LOW: Standard fire safety precautions are adequate to ensure personnel safety. The number or size of spot fires and slopovers would not require additional suppression resources. Fire behavior is such that holding forces can control most or all spot fires and slopovers using direct attack tactics. No on-site operational fire behavior assessments or calculations are needed.</p>
<p>MODERATE: Some special provisions for safety are needed to protect personnel. At least one barrier or containment opportunity exists. Fire behavior is such that holding resources may need to use indirect tactics to control some spot fires and slopovers. Occasional on-site fire behavior assessments or calculations are needed and can be performed as a collateral duty.</p>
<p>HIGH: Fire behavior may create unique safety problems or the need for special escape routes or other safety measures. Limited containment opportunities exist. Fire behavior is such that additional holding resources would be required along with indirect attack tactics. Systematic fire behavior assessments and calculations are needed by a dedicated skill position. (FBAN or LTAN suggested for short or long duration prescribed fire operation respectively)</p>
<p><i>RATIONALE:</i></p>

6. Management Organization

Risk	Potential Consequence	Technical Difficulty

Management Organization - RISK

<p>LOW: A small number of qualified people are required to implement the prescribed fire. A single person may fill several positions. A single level of supervision is all that is needed (i.e. Burn Boss plus lighters and holders).</p>
<p>MODERATE: May require staffing of a majority of the prescribed fire positions with qualified personnel. A single person may fill more than one position. Two levels of supervision are needed (i.e. Burn Boss, Ignition Specialist and/or Holding Specialist plus lighters and holders).</p>
<p>HIGH: Requires staffing of all primary prescribed fire positions by qualified persons. Multiple divisions, groups, or units may be necessary to maintain an acceptable span of control. Three levels of supervision may be needed (i.e. Burn Boss, Ignition Specialist, Holding Specialist, plus Squad Leaders and Squads) or multiple teams are needed to cover multiple shifts or a long-duration project. Other staff and technical specialists may be needed.</p>
<p><i>RATIONALE:</i></p>

Management Organization - POTENTIAL CONSEQUENCES

LOW: Problems related to supervision or communication are expected to be minimal.

MODERATE: Problems related to supervision or communication may cause failure to meet some objectives, an increased chance of escaped fire, or violation of safety standards.

HIGH: Problems related to supervision or communication will likely cause failure to meet objectives, high probability of an escaped fire, or violation of safety standards.

RATIONALE: Problems related to supervision or communication may cause failure to meet some objectives and increase the chance of escape. The critical prescribed fire positions should be filled with district personnel.

Management Organization - TECHNICAL DIFFICULTY

LOW: All team members are available within the local unit and are familiar with local factors affecting project implementation. Several qualified personnel are available. No special supervision required.

MODERATE: At least one primary team member will need to come from outside of the local unit and may not be familiar with local factors. The numbers of qualified personnel available on the local unit are limited. Special skills or supervision required for one function. (RXB2 suggested).

HIGH: Numerous and varied resources, multiple ignition methods, and/or a large team of specialized positions are needed. The burn has difficult assess, complicated logistics, potentially conflicting objectives, unusual fuel complexes, and is proximate to smoke sensitive/non-attainment areas or wildland urban interface, and/or large scale/long duration. The Burn Boss and/or two or more primary team members will need to be ordered from outside the local unit and may not be familiar with local factors. Certain skills and qualified personnel are not available on the local unit. Special skills or supervision required for more than one function. (RXB1 suggested)

RATIONALE:

7. Public And Political Interest

Risk	Potential Consequence	Technical Difficulty

Public And Political Interest - RISK

<p>LOW: The prescribed fire is in an isolated or remote area and/or small in size. There has been little or no public or political controversy related to the project and little or no news media interest.</p>
<p>MODERATE: The prescribed fire is visible to some portions of the public and/or moderate in size. There has been some public or political concern about the project or the program. There is some media interest in the project.</p>
<p>HIGH: The prescribed fire is highly visible to the public. Public or political interest is high in either the project or the program causing high management interest in the day-to-day preparation necessary to carry out the project. Media are interested in the project and may desire to be present on-site during some phases of the project.</p>
<p><i>RATIONALE:</i></p>

Public and Political Interest - POTENTIAL CONSEQUENCES

<p>LOW: Unexpected or adverse events would attract little public, political, or media attention.</p>	
<p>MODERATE: Unexpected or adverse events would attract some public, political, or media attention and may delay implementation of other projects. News releases and local news briefings would be required.</p>	
<p>HIGH: Unexpected or adverse events would attract significant public, political, or media attention and may cause a shut-down of the program. Calls for investigations into the unexpected or adverse events could be expected from the public or politicians. Heads may roll.</p>	
<p><i>RATIONALE:</i> Damage to the residual stand would attract some public attention. Unexpected or adverse events would attract significant public, political, or media attention due to private residents which could be involved. Although escape of fire is not expected due to the season of the projected burn window, public attention would be heightened if burn was to escape onto adjacent private property. The District has key personnel identified to handle any media interviews (Public Affairs Officer, Assistant Fire Management Officer).</p>	

Public and Political Interest - TECHNICAL DIFFICULTY

<p>LOW: Requires no special fire information function. Routine media releases needed. No special notifications of the public are needed.</p>
<p>MODERATE: Requires dedicated time from the unit public affairs officer and or Agency Administrator. Public information stations or public meetings may be warranted. May require special media releases or field trips. Some specific members of the public or political entities may need to be notified directly.</p>
<p>HIGH: Requires a fire information officer. A political liaison may be assigned to the project. Requires considerable involvement from the Agency Administrator. Public information stations and door-to-door contacts are warranted. Extensive pre-burn public meetings may be needed. Media is expected to be on site during implementation. Multiple direct notifications are needed prior to project implementation.</p>
<p>RATIONALE:</p>

8. Fire Treatment Objectives

Risk	Potential Consequence	Technical Difficulty

FIRE TREATMENT OBJECTIVES - RISK

<p>LOW: Objectives are limited to easily achieved fuel reduction or ecosystem maintenance. The necessary fire behavior is easily created, managed, and monitored.</p>
<p>MODERATE: Objectives may include changes in two or more strata of vegetation for ecosystem restoration or maintenance. Objectives are judged to be moderately hard to achieve. Basic monitoring of fire behavior and weather is needed to determine if prescribed fire objectives are being met.</p>
<p>HIGH: Objectives include changes in several strata of vegetation for ecosystem restoration or hazardous fuels reduction. Objectives are judged to be hard to achieve and may require specialized monitoring of fire behavior and weather.</p>
<p>RATIONALE:</p>

FIRE TREATMENT OBJECTIVES - POTENTIAL CONSEQUENCES

LOW: Other opportunities to meet objectives will be available. Other management activities are not dependant on the completion of the project. Failure to meet objectives would have few or no adverse impacts on natural resources.

MODERATE: Other opportunities to meet objectives are very limited in a given year. Other management activities are dependant on the completion of the project but other management options are available. Failure to meet objectives could have short-term adverse impacts on natural resources.

HIGH: Opportunities to meet objectives are not available every year or may not be available at all. Other management activities are dependant on the success of this project and other management options are limited. Failure to meet objectives could have long-term adverse impacts on natural resources.

RATIONALE:

FIRE TREATMENT OBJECTIVES - TECHNICAL DIFFICULTY

LOW: Measures to achieve the objectives are easy to complete and there are few or no restrictions on techniques. Limited pre-burn monitoring is needed to determine if the unit is in prescription.

MODERATE: Measures to achieve the objectives are either 1) easy to complete but there are restrictions on the techniques or 2) moderately difficult to complete and there are few or no restrictions on techniques. Moderately intense fire behavior is needed to meet the resource objectives. Pre-burn monitoring is needed to determine when the unit is in prescription. During-burn monitoring is necessary to determine if the prescribed fire objectives are being met.

HIGH: Measures to achieve the objectives are both moderately difficult/difficult to achieve and there are restrictions on the techniques. High intensity fire or a combination of fire intensities are needed to meet resource objectives. Success depends on precise timing and sequence of ignition. Extensive pre-burn monitoring is required to determine when the unit is in prescription. Qualified Fire Effects Monitors are needed to determine if prescribed fire objectives are being met.

RATIONALE:

9. Constraints

Risk	Potential Consequence	Technical Difficulty

CONSTRAINTS - RISK

LOW: No constraints related to access, water sources, firelines, specific tactics, or equipment and aircraft use exist. There are few or no scheduling restrictions.

MODERATE: Some constraints exist on access to parts of the project area, use of some water sources or the amount of water that can be taken, types of fireline, specific tactics, heavy equipment, or aircraft use. Ignition may be restricted during some portions of the potential burn window to minimize impacts to special events or seasonal activities.

HIGH: Significant constraints exist on access to parts of the project area, use of some water sources or the amount of water that can be taken, types of fireline, specific tactics, heavy equipment, or aircraft use. Ignition will be restricted, potentially for long periods, during the potential burn window to minimize impacts to special events and seasonal activities.

RATIONALE:

CONSTRAINTS - POTENTIAL CONSEQUENCES

LOW: Project can be implemented whenever it is in prescription. Tactics and burn activities are not limited.

MODERATE: Some burn windows may be unavailable due to the constraints, and may cause the project to be implemented under less than optimal conditions, reducing the ability to meet resource objectives. Limitations on the available tactics may increase the risk of unexpected or adverse events.

HIGH: The constraints result in a very narrow burn window and are likely to cause the project to be implemented under less than optimal conditions, reducing the ability to meet resource objectives. Limitations on the available tactics will increase the risk of unexpected or adverse events.

RATIONALE: The primary constraint will be smoke management restrictions in place due to close proximity of unit to the Smoke Sensitive Receptive Area (SSRA). The secondary constraint is to minimize mortality to the residual stand. Some burn windows may be unavailable due to these constraints.

CONSTRAINTS - TECHNICAL DIFFICULTY

LOW: Constraints do not increase the difficulty of completing the project.
MODERATE: Constraints moderately increase the difficulty of completing the project. The length of time to complete the project and the size of the organization needed may increase.
HIGH: Constraints significantly increase the difficulty of completing the project. The length of time to complete the project and the size of organization will increase and project feasibility may be in doubt.
<i>RATIONALE:</i>

10. Safety

Risk	Potential Consequence	Technical Difficulty

SAFETY - RISK

LOW: Safety issues are easily identifiable and mitigated. Potential hazards are typical and easily addressed in briefings. There is little or no potential for adverse impacts to public health and safety. Activities can be characterized as high frequency/low risk. Fatigue and exposure to safety risks are limited.
MODERATE: Significant safety issues have been identified. Detailed briefings are needed to raise safety consciousness of all involved. Most safety hazards have been mitigated, but some remain that require special caution. There could be adverse impacts to public health and safety. At least one activity can be characterized as low frequency/high risk. Fatigue and prolonged exposure to safety risks may occur.
HIGH: Complex safety issues exist. Special safety briefings are required. Several safety hazards remain that require special cautions. Potential adverse impacts to public health and safety require special mitigation. Several activities can be characterized as low frequency/high risk. Fatigue and prolonged exposure to safety risks require special mitigation or consideration.
<i>RATIONALE:</i>

SAFETY - POTENTIAL CONSEQUENCES

LOW: Minimal potential for serious accidents/injuries to firefighters or the public.
MODERATE: Moderate potential exists for more serious accidents/injuries to firefighters or the public.
HIGH: High potential exists for serious accidents/injuries or multiple accidents/injuries to firefighters or the public.
<i>RATIONALE:</i>

SAFETY - TECHNICAL DIFFICULTY

<p>LOW: Safety concerns can be easily mitigated through LCES. A standard safety briefing as part of the project briefing should be sufficient to cover the safety concerns. Special mitigation to protect public health and safety are not needed.</p>
<p>MODERATE: Most safety concerns can be easily mitigated but some remain that require extra caution during project operations. Special emphasis is needed for some elements of LCES. The project briefing will include a safety briefing with special issues or emphasis areas. Limited mitigation to protect public health and safety are needed.</p>
<p>HIGH: Extra caution is needed during project mitigation to manage several safety concerns. Careful attention to all elements of LCES is required. The implementation team may include a qualified fire Safety Officer. A special safety briefing with special issues or emphasis areas is needed as part of the project briefing. Special mitigation are required to protect public health and safety.</p>
<p><i>RATIONALE:</i></p>

11. Ignition Procedures / Methods

Risk	Potential Consequence	Technical Difficulty

IGNITION PROCEDURES/METHODS - RISK

<p>LOW: Firing sequence and timing is not critical to meet project objectives. The entire project area is readily visible to the Ignition Specialist/Burn Boss.</p>
<p>MODERATE: Firing sequence and timing are somewhat critical to meet project objectives. Most of the project area is readily visible to the Ignition Specialist or Burn Boss.</p>
<p>HIGH: Firing sequence and timing are critical to meet project objectives. Portions of the project area are not readily visible to the Ignition Specialist and Burn Boss.</p>
<p><i>RATIONALE:</i></p>

IGNITION PROCEDURES/METHODS - POTENTIAL CONSEQUENCES

<p>LOW: Firing methods and procedures do not pose a safety concern to personnel, compromise project objectives, or increase the risk of an unexpected or adverse event.</p>
<p>MODERATE: Firing methods and procedures must be coordinated to provide for adequate safety, meet project objectives, and reduce the risk of an unexpected or adverse event. Opportunities for remedial actions or corrections are available in the event of problems.</p>
<p>HIGH: Firing methods and procedures must be carefully planned and well coordinated to address safety concerns, meet project objectives, and reduce the risk of an unexpected or adverse event. Opportunities for remedial actions or corrections are limited in the event of problems.</p>
<p><i>RATIONALE:</i></p>

IGNITION PROCEDURES/METHODS - TECHNICAL DIFFICULTY

LOW: There is no need for special firing equipment, techniques, or patterns. Firing procedures are simple and ignition team is small. Use of only one type of ignition device is planned. The ignition pattern requires minimal supervision of the lighters to achieve project objectives and manage safety concerns.

MODERATE: The need for special firing equipment, techniques, or patterns has been identified. Firing procedures are somewhat complex in at least some portions of the project area and the ignition team may be broken into two or more squads. Use of two different types of ignition devices are planned. The ignition pattern requires direct control of the lighters to achieve project objectives and manage safety concerns. (RXI2 suggested)

HIGH: The need for special firing equipment, or different techniques, or firing patterns has been identified. Firing procedures are complex and the ignition function may be broken into multiple teams with more than one Ignition Specialist used. Simultaneous ignitions will occur. Use of several different ignition devices (aerial and ground) is planned. The ignition patterns and techniques to manipulate fire behavior are used and require tight control of the lighters to achieve project objectives and manage safety concerns. (RXI1 suggested).

RATIONALE:

12. Interagency Coordination

Risk	Potential Consequence	Technical Difficulty

INTERAGENCY COORDINATION - RISK

LOW: The project does not involve another land management agency or jurisdiction. No concerns or issues associated with interagency partners have been identified. Restrictions related to National and regional preparedness levels are not expected.

MODERATE: The project involves another land management agency or jurisdiction but project completion is not dependent on coordinated implementation. One or more interagency partners have interest or concerns with the project that are easily addressed and satisfied. Restrictions related to National and regional preparedness levels may cause minor delays in project implementation.

HIGH: The project involves other land management agencies or jurisdictions and project completion is dependent on coordinated implementation. Several interagency partners have interest or concerns with the project that may require additional attention. Restrictions related to National and regional preparedness levels may cause significant delays in project implementation or project cancellation in a given burn window.

RATIONALE:

INTERAGENCY COORDINATION - POTENTIAL CONSEQUENCES

LOW: Project can be completed as planned.
MODERATE: Interagency coordination issues may delay project implementation or require minor modifications to the prescribed fire plan.
HIGH: Interagency coordination issues may cause significant delays in project implementation, may cause project cancellation in a given burn window, or may require major modifications to the project.
<i>RATIONALE:</i>

INTERAGENCY COORDINATION - TECHNICAL DIFFICULTY

LOW: No interagency issues. No special agreements needed. No unusual communication or coordination issues. Interagency resources are readily available with few or no restrictions on their use.
MODERATE: Project requires use of one or two special agreements. Implementation may require special attention to certain interagency details, such as communications and standards for operations. Interagency resources are generally available but some restrictions on their use may be present.
HIGH: Project requires use of several special agreements. Implementation requires special attention to certain interagency details, such as communications and standards for operations. Interagency resources are limited in availability and several restrictions on their use may be present.
<i>RATIONALE:</i>

13. Project Logistics

Risk	Potential Consequence	Technical Difficulty

PROJECT LOGISTICS - RISK

LOW: The project requires minimal logistical support with no specific logistic function assigned. Supplies needed to conduct the burn are readily available and no special transportation or storage needs have been identified. No special equipment or communications needs have been identified. Project duration is 2 days or less.

MODERATE: The project requires some logistical support in certain areas, such as communications, ground transportation, or personnel support. Most supplies are readily available. Some special transportation or storage needs may exist for burning equipment. One to two pieces of special equipment or communication equipment requiring more intensive logistical support may be needed to complete the project. Project duration requires at least one resupply trip to support remotely stationed personnel.

HIGH: The project requires extensive logistical support in several areas. Certain key supplies are limited in availability or require special transportation and storage. Several pieces of equipment or a communications network is needed that require intensive logistical support. Project duration requires several resupply trips to support remotely stationed personnel.

RATIONALE:

PROJECT LOGISTICS - POTENTIAL CONSEQUENCES

LOW: Problems related to logistics will not increase the risk of escape, affect the completion of the project or create a safety concern.

MODERATE: Problems or failures related to logistical support will increase the risk of escape, or affect the completion of the project or create a safety concern.

HIGH: Problems or failures related to logistical support will substantially increase the risk of escape, and/or affect the completion of the project and/or create a serious safety concern.

RATIONALE:

PROJECT LOGISTICS - TECHNICAL DIFFICULTY

<p>LOW: No special logistical support issues. Supervisors normally handle their own support needs. Supplies and personnel are readily available and easy to obtain.</p>
<p>MODERATE: Project implementation requires a small logistical support operation. Logistical support may be combined with other functions. Securing, transporting, or storing some supplies or equipment may require additional effort. Obtaining some personnel may require additional contacts and advanced scheduling. Additional support may be needed for out-of-area personnel.</p>
<p>HIGH: Project implementation requires a large logistical support operation. Logistical support will operate as a separate function. Securing, transporting, or storing several supplies and equipment requires additional effort. Obtaining the necessary personnel requires at least some additional contacts and does require careful scheduling. Additional support will be needed for out-of-area personnel.</p>
<p><i>RATIONALE:</i></p>

14. Smoke Management

Risk	Potential Consequence	Technical Difficulty

SMOKE MANAGEMENT - RISK

<p>LOW: Smoke concerns are generally few or easily mitigated. The project will produce smoke for only a short period of time or is barely visible to the public. Smoke exposure or amounts are not expected to cause health or safety concerns to project personnel or the public. Members of the public have expressed few or no concerns about smoke.</p>
<p>MODERATE: Smoke concerns are moderate and some concerns require special mitigation. The project will produce smoke visible to the public over several days. Smoke exposures or amounts may cause some health or safety concerns over a short period of time. Members of the public have expressed some concerns about smoke.</p>
<p>HIGH: Smoke concerns are high and require special and sometimes difficult mitigation. Smoke will be readily visible to the public and last several days to weeks. Smoke exposures or amounts are likely to cause some health and safety concerns that will require special mitigation. Large segments of the public are concerned about smoke.</p>
<p><i>RATIONALE:</i></p>

SMOKE MANAGEMENT - POTENTIAL CONSEQUENCES

LOW: No impacts OR minor impacts to isolated residences, remote roads or other facilities are expected. Firefighter exposure to smoke is expected to be minimal and not cause health and safety concerns.

MODERATE: Vistas, roads, and some residences may experience short-term decreases in visibility. A few health related complaints may occur. Minor smoke intrusions may occur into smoke sensitive areas, but below levels that trigger regulatory concern. Project personnel may be exposed to dense smoke for short periods of time.

HIGH: Vistas, roads, and residences may experience longer-term decreases in visibility or significant decreases in visibility over the short-term. Major smoke intrusions may occur into smoke sensitive areas, such as non-attainment areas, hospitals, and or major airports, at levels that trigger regulatory concern. Project personnel may be exposed to dense smoke for prolonged periods of time.

RATIONALE:

SMOKE MANAGEMENT - TECHNICAL DIFFICULTY

LOW: No special operational procedures are required. Limitations on wind direction, season, etc. may be present in the plan.

MODERATE: Some considerations are needed in the prescription OR ignition portions of the plan. Burn window/opportunities are reduced by the required weather/dispersion conditions. Normal coordination with air quality officials is required. Some mitigation measures or additional smoke modeling may be needed to address potential concerns with smoke impacts. Specific smoke monitoring may be required to determine smoke plume heights and directions. Rotating project personnel out of dense smoke is necessary but easy to accomplish.

HIGH: Special considerations are needed in the prescribed fire plan. Special smoke management techniques will be used. Burn window/opportunities are limited by the required weather/dispersion conditions. Special coordination with air quality officials is required. Accelerated mop up may be planned to reduce smoke impacts. Some mitigation measures or additional smoke modeling are required to address potential concerns with smoke impacts. Specific smoke monitoring is required to determine smoke plume heights and directions. Rotating project personnel out of dense smoke is necessary but may be difficult to accomplish.

RATIONALE:

SUMMARY COMPLEXITY RATING

RISK OVERALL RATING:

POTENTIAL CONSEQUENCES OVERALL RATING:

TECHNICAL DIFFICULTY OVERALL RATING:

SUMMARY COMPLEXITY RATING:

RATIONALE:

Prepared by: _____ **Date:** _____

Approved by: _____ **Date:** _____
(Agency Administrator)

To: Awarded Contracting Company
 1234 Any Street
 Any Town, Oregon 56789

From: Bureau of Land Mgmt. (952)
 Branch of Procurement Mgmt.
 P.O. Box 2695
 Portland, Oregon 97208

Contract No: L11PCxxxxx
 Item Number(s): 1-10

Requesting Office: Medford District
 Task Order No: L11PDxxxxx
 Task Order Date: dd-mmm-yy

Sub	Est.	Unit	Total	Unit
Item	Qty.	Unit	Price	Total
Item	Location/Description/Project Area Name		Amount	

SAMPLE MEDFORD TASK ORDER

Unit Name T-R-S

1 Bieber Wasson 331 35s-2e-33

K8	Prescribed Burn & Mop-up	213	AC	\$0.00	\$0.00
G2	Fireline Construction Level II	7390	FT	\$0.00	\$0.00
H2	Prescribed Fire Burn Plan Prep - Level II (Moderate)	1	EA	\$0.00	\$0.00

2 Wedgewood 7-1 35s-1w-7

E2	DMRA - Woodland/Shrubland - Level II	80	AC	\$0.00	\$0.00
F4	Handpile and Cover - Level IV	80	AC	\$0.00	\$0.00
M4	Hand Pile Burn - Level IV	80	AC	\$0.00	\$0.00

3 Right Fork Sardine 29-2 35s-3w-29

D2	DMRA - Conifer - Level II	71	AC	\$0.00	\$0.00
F3	Handpile and Cover - Level III	71	AC	\$0.00	\$0.00
M3	Hand Pile Burn - Level III	71	AC	\$0.00	\$0.00

4 Shady Cove 9-1 34s-1w-9

A2	Slashing Level II	62	AC	\$0.00	\$0.00
F4	Handpile and Cover - Level IV	62	AC	\$0.00	\$0.00
M4	Hand Pile Burn - Level IV	62	AC	\$0.00	\$0.00
H3	Prescribed Fire Burn Plan Prep - Level III	1	EA	\$0.00	\$0.00

5 Squires Peak #7

J1	Prescribed Burn & Mop-up Swamper Burn	24	AC	\$0.00	\$0.00
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6 Shanks Creek 19-1 34s-5w-19

C2	Pruning Level II	45	AC	\$0.00	\$0.00
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7 Rich & Rocky 34-3A 34s-8w-34

B1	Lop & Scatter - Level I		19	AC	\$0.00	\$0.00
8	<u>Rich & Rocky 10-9A</u>	<u>34s-8w-10</u>				
I1	Fuels Pullback - Level 1		26	AC	\$0.00	\$0.00

Total: \$

Contracting Officer Name

Contracting Officer Signature

Date

Prescription: Bieber Wasson 331 and Shady Cove 9-1

Bieber Wasson 331. Prepare burn plan. Construct fireline. Broadcast burn in the Winter or Spring. Mop up.

Shady Cove 9-1. Slash all brush. Handpile and cover all slash.

Prescription: Right Fork Sardine 29-2 and Wedgewood 7-1

Reserve Vegetation:

No cutting of Yew, Dogwood, White Oak, Black Oak.

Preferred Species Order:

Sugar Pine, Ponderosa Pine, Cedar, Douglas Fir, last choice White Fir.

Prescription in Hardwood/ Conifer Areas:

Conifer and hardwood spacing are independent (ie. Conifers spaced off conifers while hardwoods spaced off hardwoods)

Cut conifers less than or equal to 7" DBH on a 25'X25' spacing using the preferred species order list (above).

Cut all hardwoods not included as reserve vegetation (ie. madrone) less than 3" DBH on a 25'X25' spacing. All Reserve vegetation is included in spacing.

Treat multi-stem hardwoods to the best three healthiest main stems per clump.

In hardwood/conifer areas cut all brush

Handpile all slash including dead vegetation.

Prune all leave trees up to 8' in height or to 60% of the live crown.

Prescription in Areas that are dominated by Brush:

Cut all brush. Leave clumps as described below.

Where reserve vegetation (conifers or hardwoods) is not present use the following criteria for leave vegetation:

Brush clumps (no greater than 15' canopy width). Space leave clumps on a 45' X 45' spacing. Clumps should not be less than 45' from unit boundary and any other reserve vegetation. (E.g. Should not be a leave clump within 45' of leave oak).

Prescription: Rich & Rocky 34-3A Lop & Scatter (Level 1)

Lop and Scatter all slash greater than 3" in diameter. Slash bed depth not to exceed 1' in height.

Prescription: Rich & Rocky 10-9A Fuels Pullback (Level 1)

Remove all surface fuels from the bole of all conifers greater than 28" diameter breast height (DBH), hardwoods and snags greater than 20" DBH.

Shanks Creek 19-1 Project Area

Pruning:

- < C2- Level II – Greater than 100 TPA.
- < Prune all conifer and hardwood leave trees 8 ft off the ground or up to half the height of the crown of trees.

Access:

- < Take Jumpoff Joe Creek east to BLM 34-5-32, stay left on BLM 34-5-29 at the top of the hill take a left on 34-5-20.1 through the BLM yellow gate to the unit which is tagged on the corners and flagged in lime green Fuels flagging.

Guidelines for Special Protection Areas and Buffers

Riparian Zones:

1. Do not treat any riparian areas designated on the maps. A 50' buffer (25 feet on each side of the center of the draw) shall be maintained on all intermittent and perennial streams.
2. Do not leave slash within 10 feet (each side) of any draw.
3. Do not leave slash in any culvert or drain ditch.

Wildlife Species:

1. RTV's - RTV tags will be 4 inch by 4 inch metal tags located on RTV trees. In addition, RTV trees should have pink and black striped flagging wrapped around the bole of the tree. Approximate locations of these trees will be marked on unit maps.

Botany Species:

Endangered plants sites may be found within the unit. Approximate locations of the botany buffers will be marked on the unit map given to the contractor prior to the start of the unit. The actual site of the plant species is identified with black and yellow striped ribbon. The plant sites may be located on rock outcrops and in openings. All vegetation shall be felled away from the plant sites. Avoid dragging material through these sites as well. Approximate locations of these sites will be marked on the unit maps given to contractor prior to start of unit.

Misc. Special Areas: