STATEMENT OF WORK (SOW)

Road Maintenance and Brushing IDIQ
BLM, Coos Bay District

February 11, 2008

1.0 Description of Services - The Coos Bay District, Bureau of Land Management is contracting for specific road maintenance services for a two (2) year period. The work consists of removing vegetation along forest roads, ditchline clearing, removal of windthrow and snowbreak from the road prism and maintenance of waterbars in accordance with the statement of work, terms and provisions set forth.

1.1 Applicable Directives for Project - The proposed project work shall be done in accordance with the Coos Bay District Record of Decision and Resource Management Plan (RMP), May 1995.

1.2 Description of Treatment Sites - The proposed project includes numerous roads to be brushed on the Umpqua Resource Area (Item 1) and the Myrtlewood Resource Area (Item 2) that will be assigned through a series of task orders over a two year period. Items 3, 4 and 5 may be identified and paid for through separate task orders.

1.3 Work Locations - Project areas are located throughout the Umpqua and Myrtlewood Resource Areas, Coos Bay District, Oregon. The roads to be treated will be identified on maps at the start and stop points. Project area maps showing roads to be treated are included in Section J. Dead-end roads and spurs would have a stake and/or flagging at the beginning point of road.

1.4 Access - The majority of roads to be brushed are accessible over all weather surfaces.

1.5 Hazardous Materials and Solid Waste Discovery

1.5.1 If, in connection with the operation under this contract, the Contractor, subcontractor, or the employees of them discovers, encounters or becomes aware of any hazardous materials or solid waste on the project area, such as closed glass or plastic containers, barrels, chemical and oil spills, the Contractor shall immediately suspend all operations in the vicinity of the hazardous material or solid waste and shall notify the Contracting Officer's Representative (COR) of the findings. Operations may resume at the discovery site upon receipt of written instructions. No objects of hazardous materials or solid waste shall be removed from the project area.

1.5.2 Refuel power equipment at least 150 feet distance from water bodies to prevent direct delivery of contaminants to a water body. All oil, fuel and hydraulic lines shall be in proper working condition to minimize leakage.
1.5.3 Fuel and oil containers shall be removed from the project site and disposed of in a legal manner.

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

1.6 Cultural Resource Protection

1.6.1 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 objects or prehistoric fossils or artifacts, the Contractor will immediately suspend all operations in the vicinity of the cultural value and will notify the COR of the findings. Operations may resume at the discovery site upon receipt of written instructions. No objects of cultural value may be removed.

1.6.2 Pursuant to 43 CFR 10.4(g) the holder of this authorization must notify the COR or Project Inspector (PI), by telephone, with written confirmation, immediately upon discovery of human remains, funerary items, sacred objects, or objects of cultural patrimony. Further, pursuant to 43 CFR 10.4(c) and (d), the Contractor must stop activities in the vicinity of the discovery and protect it for 30 days or until notified to proceed by the COR.

1.7 Treatment Priority - The sequence of work will be determined by the CO for each task order at the prework conference and may be subject to change. Certain roads may be designated as higher priority which would require an earlier completion than other roads in the contract.

1.8 Performance Period - Roadside brushing shall be performed on a year-round basis if needed, but would likely occur during the winter and spring periods with a possible interruption during fire season as identified in 1.9.

1.9 Closed Fire Season - If extreme fire weather or fire danger conditions exist or are predicted, the Government may issue a Suspend Work Order effective until the fire danger subsides. The Contractor shall be responsible for knowing and for complying with all applicable Industrial Fire Precaution Levels and their associated requirements.

2.0 DEFINITIONS

Bole – The main tree trunk.

Branch Collar – The living ring of wood, or basal enlargement, where the branch emerges from the bole.
Cubic Yard Mile - One cubic yard of material moved one mile.

Culvert - Any structure which provides a passageway, drain, or waterway under a road or embankment.

Cut Bank – That portion of the road prism formed by the removal of material during construction of the road.

Cutting Limits - The vegetation cutting and removal area described in the statement of work and/or shown on the exhibit.

Daylighted – That portion of the road constructed by removing all material and leaving no cutbanks on either side of the road.

DBH – Diameter of the tree at breast height, measured at a point 4 ½ feet above ground level from the uphill side of the tree.

Drainage Ditch - A specific type of furrow ditch located within or abutting the roadbed.

Fill Slope – That portion of the road constructed on material placed in embankments.

Hang-up - Trees that have been cut by the Contractor or natural debris leaning into or lodged in other uncut trees that will need to be removed and scattered down slope.

Merchantable Blow Down – A downed tree that is over 7 inch diameter and a minimum length of 16 feet that is free of rot and/or breakage.

Noxious Weeds – A plant species identified as non-native, aggressive, and difficult to manage and listed by BLM as a target species to control. Species include, but are not limited to Scotch broom, French broom, and gorse.

Right-of-Way - A general term denoting land, property, or interest therein (usually a strip) acquired for or devoted to transportation purposes.

Road Prism – That area extending from the top of the cutbank to eight feet beyond the outside edge of the road.

Roadbed - The portion of a road within the intersection of the top surface and side slopes, excluding that portion of the ditch below the top surface.
Roadside - A general term denoting the area between the roadway and the Right-of-Way line.

Running Surface - The portion of the roadway or bridge for the movement of
vehicles, exclusive of shoulders on asphalt paved roads. The edge of a gravel road is the edge of the processed and compacted gravel. When a road is without a well defined edge, or is a dirt road, the edge of the road will be designated by the PI.

**Sight Distance** - The length of road or bridge ahead visible to the vehicle driver.

**Shoulder** - The portion of the roadway contiguous with the running surface for accommodation of stopped vehicles or emergency use.

**Stem** – For this contract, any tree or portion of the bole of a tree to be removed from the road Prism.

**Surface Course** - The top layer of a pavement structure, sometimes called the wearing course, usually designed to resist skidding, traffic abrasion, and the disintegrating effects of climate.

**Traveled Way** - The portion of the roadway for the movement of vehicles, exclusive of shoulders on asphalt paved roads. For purpose of this contract, traveled way includes turnouts and curve widening.

**Turnouts** - A short auxiliary lane on a one-lane road provided for safe passage of meeting vehicles.

**Vegetation** - All living or dead grass, trees, brush, ferns, woody plants, vines etc.

**Waterbar** – A shallow ditch, passable by a two wheel drive vehicle, cut across the Traveled Way of the road to deflect water from running down the road surface.

### 3.0 CONTRACTOR-FURNISHED ITEMS

3.1 The Contractor shall furnish all labor, equipment, crew supervision, transportation, supplies (to include a measuring device to measure DBH) and incidentals and perform all work necessary to cut and remove trees and other vegetation in accordance with the enclosed terms, statement of work, conditions and provisions.

3.2 **Permits** - State law requires a permit to operate power run machinery. The Contractor shall obtain the permit from the local State Forestry Office prior to the operation of power driven machinery.

3.3 **Crew Requirements** - The Contractor shall maintain an adequate work force at all times to ensure timely completion of the work within the performance time allocated for each Item. The Contractor shall notify the COR in advance of the location and number of crews working on the contract.

3.3.1 **Supervisor Requirements** - The Contractor shall designate one English-fluent
supervisor for each crew. Supervisors shall be identified by the Contractor at the prework conference. Any changes in supervisory designations must be submitted in writing to the COR at least 24 hours prior to the change taking effect.

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

a. making formal inspections of the crews’ work.

b. advising the crew of any discrepancies found in the work that deviate from the statement of work, and providing instructions for correcting any improper work.

3.3.3 The supervisor shall be present at the work site each day. If a supervisor is not present, the crew will not be permitted to work.

3.3.4 The supervisor shall have a copy of the contract and know the requirements of the contract including technical requirements and work locations. The Project Inspector (PI) will not act as a supervisor to the crew(s). The PI may require that the supervisor act solely as the supervisor and perform no other work if work quality is found to be below acceptable quality standards.

4.0 GOVERNMENT-FURNISHED PROPERTY - The Government shall supply current transportation maps.

5.0 SPECIFIC TASKS – ALL ITEMS

5.1 Work shall be performed with mechanized equipment with some work requiring hand and power tools, including chainsaws. The area to be cut shall consist of the roadbed surface, ditch, cut slopes and fill slopes. Self-propelled equipment shall not be allowed to drive on cut and fill slopes or in ditches.

5.2 No metal-tracked equipment shall be permitted to operate on paved or oiled road surfaces.

5.3 Cutting Areas

5.3.1 Cutting Limits - For road brushing, the measured distance of ten feet, as measured horizontal from the edge of the road surfacing on both sides of the road and up to fourteen feet in height as measured vertically. Turnouts are considered part of the roadbed. See Drawings 1 and 2. For snowbreak and wind thrown trees, the top of the cutbank and six feet beyond the edge of the road on the fill slope or daylighted side.
5.3.2 **Bridges** - The cutting limits beneath or adjacent to bridges shall extend 10 feet horizontally from each side of the outermost projected line of the bridge including abutments, curbs, rails or decks. All brush and trees shall be cut in accordance with 5.4 and cut brush and trees shall be removed from beneath the bridge and from the stream channel in accordance with 5.5.

5.4 **Cutting Requirements**

5.4.1 Cut all vegetation live or dead within the cutting limits that is six inches or taller in height and four inches DBH or less. Cuts shall be as close to parallel with the existing ground surface as possible.

5.4.2 Hand prune all limbs from vegetation that have a trunk or bole greater than six inches DBH within the cutting limits. Limbs shall be cut to within (1) inch of the branch collar at the trunk or bole when limbs are facing or affecting the roadway surface. No scarring or other damage of tree trunks or boles shall be allowed. A minimum (1/3) tree crown shall be maintained on any pruned tree.

5.4.3 Unmerchantable blow down and down dead material shall be removed from the roadway and ditches. Unmerchantable blow down material leaning into the cutting limit shall be cut and scattered. No material shall be left extending beyond the top of any cutbank.

5.4.4 Merchantable blowdown and merchantable downed logs that are located within the cutting limit shall be cut so as to allow safe vehicle passage and minimize damage to the salvageable log. No material shall be left extending beyond the top of any cutbank.

5.5 **Debris - Handling and Disposal**

5.5.1 Debris resulting from roadside brushing shall be scattered down slope below the road shoulder outside of the work area. No debris shall be left in the ditches, channels, catch basins, culverts, or roadbed. Some scattered debris will be allowed on the cutslope if it is stable and will not roll into the ditch or road. No debris shall be left within four feet of culvert inlets or outlets.

5.5.2 Scattered debris shall not be allowed to accumulate in concentrations. Concentrations are defined as any debris, limbs or branches touching each other or piled on top of each other or any material sticking up over two feet in elevation above the ground. Concentrations that exceed two feet may require additional treatment by the Contractor.

5.5.3 Cut trees or debris shall not be allowed to stand or lean against other standing uncut trees or brush. Such "hangups" shall be removed, reduced and scattered down slope.
5.5.4 Brush cutting shall not be allowed further than one mile ahead of debris clean up. Clean up shall be completed each day.

5.5.5 Ditch clearing shall consist of the removal of slough and slide material where such material is impeding normal ditchline flow and or partially or fully blocking the traveled way. Material shall typically be removed using a rubber tired loader and dump truck and be placed in a site approved by the COR.

5.5.6 Waterbars shall be maintained to the specifications shown on Drawing 3.

5.6 Existing Signs or Markers - Road signs and culvert markers are to remain in place and undamaged along the road system.

5.7 Public Traffic - The Contractor shall provide traffic warning signs meeting the minimum requirements as stated in the Manual for Uniform Traffic Control Devices (MUTCD) for shape, size, color and legend. Signs shall be placed at each end of the active operating areas.

5.8 Project Area Clean Up - All project areas shall be cleared of debris, refuse, garbage, etc. that may have been left by the Contractor. All such debris, garbage, and refuse shall be removed from the project areas by the Contractor and disposed of legally off site before payment is made on each task order.

5.9 Special Treatment Requirements

5.9.1 Equipment Washing - (All Items) - Mechanical brush cutters shall be washed prior to the beginning of a task order and upon completion of that task order and would be required to be inspected by the COR/PI. Removal of all dirt, brush, and vegetative material from the frame, grille, bumpers, undercarriage, drive train, wheel wells, and cutting head shall be completed to help stop the spread of noxious weed seeds or possible Port-Orford-cedar root disease. Cleaning and inspection sites will be agreed to by the Contractor and BLM.

5.9.2 Treatment of Noxious Weeds - (Myrtlewood Resource Area) The Contractor shall avoid cutting concentrations of noxious weeds (French broom, Scotch broom, and Gorse) during brush cutting operations and shall inform the Project Inspector of their location upon discovery.

6.0 Quality Control and Government Remedies

6.1 Surveillance Plan

6.1.1 All work included in the statement of work shall be subject to inspections by the Government at periodic intervals during the performance of the task order. 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 specification requirements.

6.1.2 Government inspection of completed treatment sites will occur after Contractor provides notification of completion. Payment will be based on the Government inspection results.

6.13 The COR or PI will make periodic inspections as a basis for payment and to make recommendations for adjustments in work quality. Inspections will be based on a 100% visual pass/fail inspection of the work area for compliance with the statement of work. Any area(s) found to not be in compliance with the statement of work will be identified by the COR/PI and will be required to be reworked by the Contractor. The Contractor is encouraged to observe inspections while they are being made.

7.0 Acceptance

7.1 Final acceptance will be based on work performed in accordance with the statement of work and drawings on a road by road basis for each task order.

7.2 Satisfactory Work Quality - A work quality of 100% is required.

7.3 Unsatisfactory Work Quality

7.3.1 Based on inspection results, if the work quality falls below 100%, the COR shall immediately notify the Contractor and instruct the Contractor to improve the quality of the work. If the quality of the work is not raised to 100% within three days, the COR may issue a suspend order, during which time task order performance time will continue to run.

7.3.2 If uncut vegetation or untreated debris are the primary reason for unsatisfactory work, the treatment area shall be reworked to obtain 100% work quality.

7.3.3 The Contractor shall be charged for all of the Government’s reinspection costs. Costs will include, but are not limited to, inspection, travel time and vehicle operating costs.

8.0 Payment

8.1 Payment will be based on Government inspection results.

8.2 Items 1 and 2

8.2.1 Payment will be made for the actual number of miles of road actually treated as measured to the nearest 1/10 of a mile as identified on the task order map. Each mile measured on a Government odometer will include both sides of the road.

8.2.2 Payment will be made at the unit price set forth in the task order, for the actual number of miles completed inspected and accepted by the Government. This payment will constitute full compensation for all materials, labor and incidentals.
required to complete the work.

8.3 Item 3 Payment shall be based on the agreed upon volumes to be moved as determined by the contractor and the COR.

8.4 Item 4 Payment shall be based on the agreed upon number of stems, by diameter class, to be removed as determined by the contractor and the COR.

8.5 Item 5 Payment shall be based on the number of waterbars properly installed as determined by the COR.

9.0 Remeasurement of Treatment Areas

9.1 The Contractor may at any time during the course of the contract, request in writing to the CO remeasurement of any treatment area if the Contractor feels that the mileage or quantities stated in the task order are incorrect.

9.2 If remeasurement indicates that a variance of 5% or less exists, the Contractor shall pay for the actual cost of the remeasurement. Payment for the treatment area will be based on the mileage or quantities stated in the task order.

9.3 If remeasurement indicates that the actual mileage or quantities variance is greater than 5% of that shown in the task order, payment for the treatment area will be based on the remeasured mileage or quantity. The cost for remeasurement will be paid for by the Government.

10.0 Invoices - Send invoices to the attention of the COR at the following address:

Bureau of Land Management
Coos Bay District Office
1300 Airport Lane
North Bend, OR 97459-2000

11.0 Period of Performance

11.1 Task orders may be placed throughout the life of the contract by COs in the Coos Bay District BLM or the Oregon State Office.

11.2 Performance Time - The Contractor shall begin work within five calendar days from the effective date of the notice to proceed for each task order. The Contractor shall continue performance of the work under each task order without delay or interruption except by causes beyond his control as defined by contract clauses, or by the receipt of a "Suspend Work Order" issued by the Government. Failure to do so may be cause for action under the "Default" clause. The Contractor shall complete all work required within the time specified in each task order.
12.0 **Progress Plan** - At the prework conference, the Contractor shall provide to the COR a written "work progress plan" that details his proposed work force and schedule to provide for orderly completion of the work within the task order performance time. This work schedule must be acceptable to the Government. At a minimum, the schedule should reflect a work progress rate equal to the available amount of task order performance time. The unit sequence work schedule will be determined by the COR at the prework conference and may be subject to change because of normal variations in weather conditions at no change in task order performance time or price.

13.0 **COR and PI Responsibilities**

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

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

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

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

14.0 **Notice To Proceed**

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

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

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

16.0 ** Prosecution of the Work**

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

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

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

17.0 Environmental Interruption of Work

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

17.2 **Endangered Species** - The Government may direct the Contractor to discontinue all operations in the event that listed or proposed threatened or endangered plants or animals protected under the Endangered Species Act of 1973, as amended, or Federal candidate (Category 1 and 2), sensitive or state listed species, identified under BLM Manual 6840, are discovered to be present in or adjacent to the project area. Actions taken under this paragraph shall be subject to the Suspension of Work clause in Section I, FAR 52.242-14.
18.0 **Preservation of Historical and Archeological Resources** - If, in connection with operations under this contract, the Contractor, subcontractors, or the employees of any of them, discovers, encounters or becomes aware of any objects or sites of cultural value on the project area, such as historical or prehistorical ruins, graves or grave markers, fossils, or artifacts, the Contractor shall immediately suspend all operations in the vicinity of the cultural value and shall notify the COR in writing of the findings. No objects of cultural resource value may be removed. Operations may resume at the discovery site upon receipt of written instructions. Actions taken under this paragraph shall be subject to the Suspension of Work clause in Section I, FAR 52.242-14.

19.0 **Subcontracts** - If the contractor desires to subcontract any work under the contract, it shall obtain the CO's written consent. The request to subcontract shall contain the following information:

a. Name of subcontractor

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

20.0 **Restoration of Resources**

20.1 **Cleanup** - The Contractor 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.

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

21.0 **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 CO.

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

23.0 **Migrant Seasonal Agricultural Workers Protection Act Registration**

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

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

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

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

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

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

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

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

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

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

Information on obtaining this license may be obtained from:

Bureau of Labor and Industries Contact: Licensing Unit
Wage and Hour Division Telephone: (503) 373-1463
3865 Wolverine St. NE; E-1 Fax: (503) 373-7636
Salem, OR 97305-1268

25.0 Task Order Ombudsman - 1510-52.216-70 - The task order contract ombudsman for this contract is: Stephanie Coleman, Bureau of Land Management, Oregon State Office (952), 333 S.W. 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 this solicitation.

26.0 Spill Prevention, Control, and Countermeasure Plan (SPCC)

26.1 The Contractor shall develop a SPCC Plan. The SPCC Plan will be reviewed and accepted by the Contracting Officer prior to initiating project work. Upon request, an example of a SPCC Plan may be obtained from the Coos Bay District Environmental Protection Specialist for hazardous materials. The SPCC Plan shall, as a minimum, contain the following information:

a. Response Priorities
b. Contractor Representative in Charge
c. Duties of Contractor Personnel
d. Contractor Emergency Response Procedures
e. Contents of Spill Containment Kit (SCK)
f. Spill Response Diagram

26.2 Spill Containment Kit (SCK) - The Contractor shall have a SCK, as described in the SPCC, on-site during any operation and provide training to employees on how components of the SCK are used. A typical spill kit will contain a quantity of absorbent floating boom, pads and pillows, as well as heavy-gauge plastic bags to contain soiled absorbents. A kit with a minimum 40 gallon containment capacity shall be present on site during operations. These are often packed in a 55 gallon drum suitable for transport, and containment of used materials.

26.3 The SCK must be designed for use with petroleum products, and must contain, as a minimum, the following items:
a. Two Bales (4 Booms/Bale, of 8"x10" Absorbent Booms)
b. Two Bales (100 Pads/Bale, of Absorbent Pads, minimum of 17"x19"x1/4")
c. One Absorbent Sweep (minimum of 18"x100'x3/8")
d. Gloves (PVC and Latex), Goggles, and Garbage Bags

26.4 During Contractor operations on lands managed by the BLM, in event of a release as defined in Oregon Administrative Rules (OAR), Part 340, Division 108, Hazardous Waste Management, the Contractor shall immediately implement the SPCC plan and the Contractor shall immediately notify BLM via the Project Inspector, the COR, or by contacting the BLM office in North Bend, OR at (541) 756-0100.

26.5 The Contractor shall take all appropriate action to stop, contain and repair the source of a release. The Government Representative will remain on scene until relieved by the District Hazardous Materials Management Coordinator (HMMC) or his/her representative.

26.6 The Contractor shall implement the Emergency Response Actions described in the SPCC plan. Those actions include, but are not limited to, immediate action to protect employee health and safety, immediate action to stop the flow of product from the equipment, removal of equipment from the waterway if required and/or possible, deployment of the absorbent booms and pads downstream from the equipment, and any other immediate action as directed by the on-site Government representative. The Contractor shall be responsible for cleanup/removal and proper disposal of contaminated materials from the site.

26.7 If the HMMC determines that additional resources are needed, the HMMC will implement the District’s Hazardous Materials Contingency Plan and the District Spill Containment Plan. The Contractor may be responsible for any or all costs associated with this level of effort. The amount of actual damage will be deducted by the Government from the amount due the Contractor prior to final payment.

27.0 Award

27.1 The Government may elect to make single or multiple task order contract awards to two or more sources under this.

27.2 Award will be made on an item number basis to the responsible firm whose offer is most advantageous to the Government, price and other factors considered. Other factors for this solicitation include technical capability and past performance. Past performance information may be based on the Government’s knowledge of and previous experience with the offeror, or other reasonable basis.
27.3 Offeror shall provide organization's record of work experience and quality with its bid. Include a list of no more than ten references with contact names, phone numbers, and addresses.

28.0 **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.

28.1 **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:

a. Fire tools must be on site;

b. Fire extinguisher must be in all vehicles;

c. Chainsaws must have a .023-inch mesh screen installed in the exhaust;

d. Only unmodified saws are to be used in the forest;

e. Approved spark arresters must be on all internal combustion engines;

f. Watchman service must be provided for 3 hrs after shutdown of power equipment for the day;

g. No smoking is permitted while working or traveling through any operations area in the forest;

h. No use of explosives is permitted unless approved by the State Forester's representative;

i. 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.

28.2 **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 hoot owl 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.

28.3 Fire Tools Required During Closed Fire Season

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

29.0 BASIS FOR CONTRACT AWARD: This is a competitive best value acquisition in which competing offerors’ past performance history is evaluated as well as price. By submission of its’ offer that accedes to the terms of this contract and all such offers shall be treated equally except for their prices and performance records.

29.1 Using the no more than ten references supplied by each of the interested contractors and the data independently obtained from other Government and commercial sources, the contracting officer shall seek performance information on the lowest priced quote. The purpose of the past performance information is to allow the Government to assess the offeror’s ability to perform the effort described in this Request for Quotation (RFQ), based on the offeror’s demonstrated present and past performance.

29.2 In evaluating past performance, the Government reserves the right to give greater consideration to information on those contracts deemed most relevant to the effort described in this RFQ.

29.3 The Government intends to award a contract without discussions with respective offerors. The Government, however, reserves the right to conduct discussions if deemed in its’ best interest.

30.0 List of Attachments

Description

Fire Requirements

Illustration No.1 - Road Prism (Variable Width)

Illustration No. 2 - Waterbar diagram
Coos Bay Vicinity Map - Items 1, 2, 3, 4 and 5.

Sample Task Order Maps

All Items Umpqua Resource Area (URA) Maps 1 & 2

All Items Myrtlewood Resource Area (MRA) Map 3
To: Successful Contractor, Inc.  
From: Bureau of Land Management  
1300 Airport Lane  
North Bend, OR 97459-2000

Contract No:  
Requesting Office: Coos Bay BLM District  
Item Number(s): 1, 2, 3, 4, and 5  
Solicitation No:  
Solicitation Date:  
Task Order No:  
Task Order Date: 6/30/08  
Modification No:  
Modification Date: 

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TOTAL $0.00

ESTIMATED START WORK: March 15, 2008  
PERFORMANCE TIME: 100 Calendar Days