

AWARD DATA

Orders May Be Placed Through 12/01/2007

Reforestation Services, Level of Difficulty, Indefinite-Delivery, Indefinite-Quantity
Multiple-Award

Ordering Agencies:

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

Ordering procedures:

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

Contract No. HAC035W00 Contractor: Pacific Oasis, Inc. 1575 E. Nevada St. Ashland, OR 97520 Contact: Stephen Dodds Phone: 541-488-4287 FAX: 541-552-9723 Maximum TO limit \$100,000 Maximum 30 day limit \$100,000 Past Performance: Good	Contract No. HAC035X00 Contractor: Mountain Forestry, Inc. 4570 Independence Hwy. Independence, OR 97351 Contact: Francisco Cisneros Phone: 541-606-3503 FAX: 541-606-3503 Maximum TO limit \$100,000 Maximum 30 day limit \$250,000 Past Performance: Good	Contract No. HAC035Y00 Contractor: GE Forestry, Inc. 5315 McLoughlin Dr. Central Point, OR 97502 Contact: Esteban Gonzalez Phone: 541-857-1106 FAX: 541-858-4163 Maximum TO limit \$100,000 Maximum 30 day limit \$250,000 Past Performance: Good
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BLM contact: Myrna Jungling, Contracting Officer, 503-808-6225

For Section C - Illustrations and Section J - Classification and Wages of Government Employees, Wage Determination, Maps and Sample Task Order.
contact: Lorrie Gleghorn at 503-808-6230

Past performance definitions:

Outstanding -- Very comprehensive, in depth, work. Consistently meets standards with no omissions. Consistently high quality performance can be expected.

Excellent -- Extensive, detailed work for all requirements similar to outstanding in quality, but with minor areas of unevenness or spottiness. High quality performance is likely but not assured due to minor omissions or areas where less than excellent performance might be expected.

Good -- No deficiencies noted. Better than acceptable performance can be expected but in some significant areas there is an unevenness or spottiness which might impact on performance.

Fair -- Generally meets minimum requirements but there is no expectation of better than acceptable performance; deficiencies are confined to areas with minor impact on performance and can be corrected.

Poor -- Fails to meet one or more minimum requirements; deficiencies exist in significant areas but can be corrected, or serious deficiencies exist in areas with minor impact.

SECTION B - SCHEDULE OF ITEMS

This is a five-year indefinite-delivery, indefinite-quantity contract for reforestation services primarily in southwestern Oregon. The quantities listed are the estimated acres anticipated to be ordered by the Bureau of Land Management throughout the contract. 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.

The unit prices below are for Level I Work, except for Subitem H. Maintenance Radius Brushing with Spacing of Conifers, Subitem I. Maintenance Brushing without Spacing of Conifers, and Subitem L. Conifer Spacing with 100 % Maintenance Brushing. A separate unit price is required for each Level on Subitems H, I and L.

Offerors shall enter a unit price for each subitem listed below, 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.

<u>Sub-Item</u>	<u>Treatment Description Tree/Acre Range</u>	<u>Est. Qty</u>	<u>Unit</u>	<u>Unit Price</u>	<u>Total Amount</u>
A	<u>Cut Holes/Plant</u>				
A1	250-350 holes/acre	200	AC	\$ _____	\$ _____
B	<u>Spring/Fall Tree Planting</u>				
B1	200-350 TPA	800	AC	\$ _____	\$ _____
B2	351-450 TPA	800	AC	\$ _____	\$ _____
B3	451-650 TPA	800	AC	\$ _____	\$ _____
C	<u>Fertilizer Pellet Installation</u>				
C1	200-350 TPA	800	AC	\$ _____	\$ _____
C2	351-450 TPA	800	AC	\$ _____	\$ _____
C3	451-650 TPA	800	AC	\$ _____	\$ _____

SCHEDULE OF ITEMS (continued)

<u>Sub-Item</u>	<u>Treatment Description Tree/Acre Range</u>	<u>Est. Qty</u>	<u>Unit</u>	<u>Unit Price</u>	<u>Total Amount</u>
D	<u>Vexar Tube Installation</u>				
D1	200-450 TPA	200	AC	\$_____	\$_____
D2	451-650 TPA	200	AC	\$_____	\$_____
E	<u>Mulch Installation</u>				
E1	200-350 TPA	200	AC	\$_____	\$_____
E2	351-450 TPA	200	AC	\$_____	\$_____
E3	451-650 TPA	200	AC	\$_____	\$_____
F	<u>Vexar Tube Removal</u>				
F1	250-450 TPA	200	AC	\$_____	\$_____
F2	451-650 TPA	200	AC	\$_____	\$_____
G	<u>Vexar Tube and/or Wire Removal</u>				
G1	Under 250 TPA	200	AC	\$_____	\$_____
G2	250-450 TPA	200	AC	\$_____	\$_____
G3	451-650 TPA	200	AC	\$_____	\$_____

SCHEDULE OF ITEMS (continued)

<u>Sub-Item</u>	<u>Treatment Description</u> <u>Tree/Acre Range</u>	<u>Est. Qty</u>	<u>Unit</u>	<u>Unit Price</u>	<u>Total Amount</u>
H	<u>Maintenance Radius Brushing</u> <u>with Spacing of Conifers</u>				
H1	435 ACT 10' X 10' spacing				
H1A	Level I	400	AC	\$_____	\$_____
H1B	Level II	400	AC	\$_____	\$_____
H1C	Level III	400	AC	\$_____	\$_____
H1D	Level IV	400	AC	\$_____	\$_____
H2	300 ACT 12' X 12' spacing				
H2A	Level I	400	AC	\$_____	\$_____
H2B	Level II	400	AC	\$_____	\$_____
H2C	Level III	400	AC	\$_____	\$_____
H2D	Level IV	400	AC	\$_____	\$_____
H3	220 ACT 14' X 14' spacing				
H3A	Level I	400	AC	\$_____	\$_____
H3B	Level II	400	AC	\$_____	\$_____
H3C	Level III	400	AC	\$_____	\$_____
H3D	Level IV	400	AC	\$_____	\$_____

SCHEDULE OF ITEMS (continued)

<u>Sub-Item</u>	<u>Treatment Description</u> <u>Tree/Acre Range</u>	<u>Est. Qty</u>	<u>Unit</u>	<u>Unit Price</u>	<u>Total Amount</u>
I	<u>Maintenance Brushing</u> <u>without Spacing of Conifers</u>				
I1	Level I	600	AC	\$ _____	\$ _____
I2	Level II	600	AC	\$ _____	\$ _____
I3	Level III	600	AC	\$ _____	\$ _____
I4	Level IV	600	AC	\$ _____	\$ _____
J	<u>Tree Shade Installation</u>				
J1	200-350 TPA	100	AC	\$ _____	\$ _____
J2	351-450 TPA	100	AC	\$ _____	\$ _____
J3	451-650 TPA	100	AC	\$ _____	\$ _____
K	<u>Vexar Tube and Shade Installation</u>				
K1	250-450 TPA	100	AC	\$ _____	\$ _____
K2	451-650 TPA	100	AC	\$ _____	\$ _____
L	<u>Conifer Spacing with 100 %</u> <u>Maintenance Brushing</u>				
L1	680 ACT 8' X 8' spacing				
L1A	Level I	500	AC	\$ _____	\$ _____
L1B	Level II	500	AC	\$ _____	\$ _____
L1C	Level III	500	AC	\$ _____	\$ _____

SCHEDULE OF ITEMS (continued)

<u>Sub-Item</u>	<u>Treatment Description</u> <u>Tree/Acre Range</u>	<u>Est. Qty</u>	<u>Unit</u>	<u>Unit Price</u>	<u>Total Amount</u>
L1D	Level IV	500	AC	\$ _____	\$ _____
L2	435 ACT 10' X 10' spacing				
L2A	Level I	500	AC	\$ _____	\$ _____
L2B	Level II	500	AC	\$ _____	\$ _____
L2C	Level III	500	AC	\$ _____	\$ _____
L2D	Level IV	500	AC	\$ _____	\$ _____
L3	300 ACT 12' X 12' spacing				
L3A	Level I	500	AC	\$ _____	\$ _____
L3B	Level II	500	AC	\$ _____	\$ _____
L3C	Level III	500	AC	\$ _____	\$ _____
L3D	Level IV	500	AC	\$ _____	\$ _____
L4	220 ACT 14' X 14' spacing				
L4A	Level I	500	AC	\$ _____	\$ _____
L4B	Level II	500	AC	\$ _____	\$ _____
L4C	Level III	500	AC	\$ _____	\$ _____
L4D	Level IV	500	AC	\$ _____	\$ _____

SCHEDULE OF ITEMS (continued)

<u>Sub-Item</u>	<u>Treatment Description</u> <u>Tree/Acre Range</u>	<u>Est. Qty</u>	<u>Unit</u>	<u>Unit Price</u>	<u>Total Amount</u>
M	<u>Pruning Sugar Pine Lower Limbs</u>				
M1	1 - 75 TPA	500	AC	\$ _____	\$ _____
M2	76 - 150 TPA	500	AC	\$ _____	\$ _____
M3	151 - 300 TPA	500	AC	\$ _____	\$ _____
TOTAL AMOUNT, Subitems A through M (All or None)					\$ _____

AC = Acre
 ACT = Acceptable crop/leave trees
 Est. = Estimated
 TPA = Trees per acre
 Qty = Quantity

PERFORMANCE TIME: One (1) calendar day for each \$2,000 value of the task order.
 ESTIMATED START WORK DATE: November 12, 2002

ANNUAL ECONOMIC PRICE ADJUSTMENT: Offerors wishing to propose revised prices in successive years will 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 year. For instance, a 3% economic price adjustment factor is shown as 3% (rather than 103% or 1.03). Note that the economic price adjustment percentage can be either negative or positive. The factors stated will be compounded annually. If no percentage is entered, future year prices will be the same as base year prices. Offeror's economic price adjustment percentage(s):

2nd Year _____
 3rd Year _____
 4th Year _____
 5th Year _____

SCHEDULE OF ITEMS (continued)

EVALUATION FOR AWARD

For evaluation purposes only, award will be based on the total of all listed subitems for the base year plus the economic price adjustment percentages for the additional years. Award will be made on an all-or-none basis. Award will not be made for less than a total of all quantities as set forth in the Schedule of Items.

The Government may elect to make single or multiple contract awards to two or more sources under this solicitation in accordance with Section L, Instructions, Conditions, and Notices to Offeror, Provision 52.216-27.

TASK ORDERS

After award, task orders may be placed by the Government. Task orders will be awarded based on a combination of awarded Contractors' prices and past performance. Offeror shall provide organization's record of work experience and quality, especially in southwest Oregon with its bid. Include a list of references (names, phone numbers, and addresses).

All task orders will be placed no later than five years from the date of contract award. Prices for the base year will be effective for one year from the date of contract award. Prices for subsequent years will be effective the first day after the anniversary date of contract award. The date of the order placed by the Government will determine the task order prices. The total value of all task orders of all awarded contracts will not exceed \$4,000,000.

LEVELS OF DIFFICULTY

The levels of difficulty for Subitems A, B, C, D, E, F, G, J, K and M are listed in Section C.2.0 of the specifications. The levels of difficulty of the units in the Sample Task Order (See Section J) 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. The Sample Task Order is provided for illustration only.

MINIMUM GUARANTEE

The minimum guarantee under each contract awarded will be the Contractor's maximum task order limitation up to a maximum of \$30,000 (even if the Contractor's maximum task order limitation is higher).

Contract Nos. HAC035W00, HAC035X00 and HAC035Y00

SCHEDULE OF ITEMS (continued)

MAXIMUM TASK ORDER LIMITATION

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

The Contractor may limit the maximum dollar value of task orders it is willing to accept from all ordering offices within a 30-calendar day period. The Contractor's maximum limitation for a 30-calendar day period is \$_____ (Insert order limitation. Maximum is \$250,000 if no amount is shown.)

THIS PROCUREMENT IS SET ASIDE FOR SMALL BUSINESS CONCERNS.

BID AND PERFORMANCE BONDS ARE REQUIRED FOR THIS SOLICITATION (SEE SECTION I - CLAUSE 52.228-1 BID GUARANTEE, AND SECTION H - CLAUSE H.12.0 PERFORMANCE SECURITY). THE BID GUARANTEE SHALL BE IN AN AMOUNT NOT LESS THAN 20 PERCENT OF THE MINIMUM GUARANTEE (\$30,000).

REFER TO SECTION I, CLAUSES:

- 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)

SECTION C - SPECIFICATIONS APPLICABLE TO LEVEL OF DIFFICULTY,
INDEFINITE-DELIVERY, INDEFINITE-QUANTITY REFORESTATION
CONTRACT

C.1.0 GENERAL

C.1.1 Introduction

C.1.1.1 The Bureau of Land Management (BLM) is contracting for land treatment services as an integrated approach to reforestation and young stand management. Manual methods of accomplishing multiple treatments will be required on a wide variety of reforestation units varying in both complexity and quantities. The indefinite quantities feature of this contract provides for the ability to order specific treatments on additional units at a predetermined price from the Schedule of Items. Additional acres may be added up to the maximum not-to-exceed dollar amount as specified in the contract, with the Contractor being issued task orders to furnish the required services.

C.1.1.2 The treatments will include: cutting holes through slash and planting, planting with concurrent fertilization, vexar tube installation, manual hand scalping of vegetation around seedlings with the application of mulches, vexar tube and/or wire removal, maintenance radius brush cutting with spacing of conifers, maintenance brush cutting and hardwood removal without spacing of conifers, tree shade installation, vexar tube and shade installation, conifer spacing with 100 % maintenance brushing, and pruning the lower limbs of sugar pine trees.

C.1.2 Background - The BLM project areas are reforestation units that have occurred due to past timber harvesting or wildland fires. The development of these units occurred 1 to 25 years ago. These units were either planted with seedlings, aerial or hand seeded or natural regeneration. Past silviculture practices included: planting, spot and broadcast burning, scarification, herbicide use for grass and brush control, scalping, mulching, vexar tubing, shading and netting. These methods were used for seedling survival and helped establish healthy, vigorous seedling/sapling plantations.

C.1.3 Scope

C.1.3.1 Scientific research and empirical data supports the concept of prompt reforestation, combined with timely and effective maintenance treatments. Planting and fertilization, shade and browse protection and brush control will be utilized to enhance young stand development. Overstocked stands increase competition for water, soil nutrients and growing space, reducing overall forest health.

C.1.3.2 Past planting and natural seeding has created overstocked stands that need stocking density control and maintenance brushing to improve forest health and reduce the risk of severe wildfire. Maintenance brushing, maintenance radius brushing with spacing and conifer spacing with 100% maintenance brushing will control conifer, brush and

hardwood densities, influence species dominance, maintain stand vigor and allow for more crown expansion between trees.

- C.1.3.3 This contract requires planting and fertilization, scalping and mulching around conifer seedlings to reduce vegetative competition, and installation of seedling protection. Cutting of brush, hardwoods and thinning of surplus conifers will be required to reduce competition in overstocked plantations. Conifer seedlings and saplings shall be released by cutting most small diameter hardwoods and shrubs away from them. The contract also requires the removal of previously installed maintenance and protection treatments that are no longer required. Lower limbs of Sugar Pine will also be pruned.
- C.1.4 Description of Project Units - The proposed project includes reforestation units that range in size from 1-200 acres, although most units are in the 10 to 40 acre range. Project units are between 1,100 and 5,500 foot elevation. Topography is gentle to steep (10-80% slope).
- C.1.5 Location of Project Areas - The work will be performed primarily in southwestern Oregon, within 45 miles of Glendale, Oregon. The specific location of sample task order projects are shown on the maps located in Section J.
- C.1.6 Boundaries - Boundaries of units and subunits are marked by orange paint and timber sale posters, fire lines and recently burned areas, timber stands, by roads or other man made or natural features, property line boundaries, or yellow flagging where clearly designated unit areas are not obvious, or as specified on the unit maps in Section J.
- C.1.7 Access
 - C.1.7.1 Project areas are accessible by graveled or natural-surfaced roads, which may require four-wheel drive vehicles. Natural-surfaced roads may be impassable for several days after heavy rains, or snow-blocked during the winter months. Standard access will include up to one-half (1/2) mile foot travel to the unit boundary. Most of the units will require less than one-quarter (1/4) mile walking distance.
 - C.1.7.2 Contractors accessing project areas via private land shall obtain permission from the landowner to travel over private lands before proceeding to start work on any project unit accessed through private land. The Contractor shall provide the Contracting Officer's Representative (COR) 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.
 - C.1.7.3 If an all-terrain vehicle is used, it shall be of such design that it will travel over rough, uneven terrain and not create wheel ruts and channels. The vehicle shall be approved by the COR prior to use.

C.1.8 Road Gates - Some project units are beyond locked gates that may require a key for access. Access behind locked gates shall be for the purpose of conducting work under this contract only. Gates with locks shall be locked immediately after entry or exit by the Contractor for each project unit. Keys may be issued to the Contractor by the COR at the BLM, Medford District Office. Supplying the Contractor a key for access is at the discretion of the COR. Gate keys shall be returned to the COR or Project Inspector (PI) within 5 days of completing unit(s) work. A charge of \$50.00 will be assessed for each gate key not returned in a usable condition and will be deducted from the final payment for the Task Order.

C.1.9 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.

C.1.10 Unique Features of Project

C.1.10.1 No-cut treatment zones or reserve areas may be present within the units or project areas. No-treatment areas identified on project maps are excluded from unit acreage for payment purposes. No-treatment areas not identified on project maps will be included in unit acreage for payment purposes.

C.1.10.2 Riparian areas within the unit boundary may be identified as areas of no treatment. These areas will be identified on the Task Order map, but will not be flagged or otherwise identified within the unit.

C.1.10.3 Treatment shall not be done in roadways excluded from the contract as shown on the project maps in Section J.

C.1.10.4 Pacific yew trees shall not be cut, damaged, or considered to be an acceptable crop/leave tree as defined in C.2.0 Definitions. Live Pacific yew trees found in an inspection plot will not be counted for determining payment. However, Pacific yew trees found cut or damaged in an inspection plot will be counted as cut crop/leave trees for purposes of determining payment.

C.1.10.5 Trees used as bearing trees or any tree blazed or tagged to mark the line of any Government survey, shall not be cut or destroyed under penalty of law. Trees with reference tags or posters identifying BLM projects, or trees with orange paint shall not be cut or damaged.

C.2.0 DEFINITIONS

Acceptable Crop/ Leave Tree - Also called Acceptable Leave Tree. Any live conifer seedling, natural or planted, which meets the following conditions:

Conifers Under Three Feet in Height:

- a. Survived at least one growing season.
- b. At least eight (8) inches tall.
- c. Has no damage to the main stem.
- d. Is not chlorotic and is disease free.
- e. Demonstrates good vigor.

Conifers Greater Than Three Feet in Height:

- a. Minimum four (4) inches terminal leader with 40% live crown ratio.
- b. Non-chlorotic, light or dark green with very little or no yellowish tint.
- c. Undamaged top.
- d. Free of visible disease, cankers, fire damage, or blister rust.
- e. Demonstrates good form and vigor.
- f. No multiple tops.

Acceptable Crop/ Leave Tree for Maintenance Radius Brushing with Spacing of Conifers - Bid Subitem H. Only - In the absence of trees that meet the above definition for an Acceptable Crop/ Leave Tree, include any live conifer seedling, natural or planted, that is at least six (6) inches tall.

Bare-root Seedling - A tree seedling (conifer or hardwood) grown from one to three years at a seedling nursery. Most soil is removed from the roots before the seedlings are packed for shipment.

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

Brush - Vegetation consisting of shrub species with single or multi-stems originating at, or near ground level, not normally reaching twenty (20) feet in height. Examples include but are not limited to: Blackberry, Hazel, Manzanita, Ocean Spray, Poison Oak, Tan Oak and Ceanothus species.

Canker - A diseased infection site caused by white pine blister rust on natural and planted sugar pine seedlings and trees. The site is identified by a large bulls eye or swollen spindle shaped wound on the bole or branch of the tree. The infection is sometimes evident on the branches by bright orange needles on an otherwise healthy seedling or tree.

Conifer - An evergreen, cone-bearing tree.

Containerized Seedling - A tree seedling (conifer or hardwood) grown in plastic or Styrofoam container. The rooting medium is planted with the tree.

Culling - The discarding of individual tree seedlings from the seedling lot being planted.

Cull Tree - A conifer that has damaged stems, broken, dead or forked tops, or shows signs of disease, low vigor or other undesirable characteristics. Examples will be identified by the PI.

Cutting Zone - Bid Subitems A and H Only - Area within the cylinder of an acceptable crop/leave tree requiring cutting of brush and hardwoods measured from the stem of the crop tree to four (4) feet beyond the outside (lateral) edge of the branches. (See Illustration No. 5.)

Cut Leave Tree - A tree that should not have been cut.

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

DBH - Diameter of the tree at breast height, measured at a point four and one half (4.5) feet above ground level from the uphill side of the tree.

Duff - Decomposed organic matter on the forest floor.

Fertilizer Pellets - Briquette pellets that can safely be placed in contact with the seedling roots, approximately 1.5 inches by 1.5 inches x 1 inch. Pellets are slow release, weigh approximately 17 grams each and contain an NPK amount of 9-9-4, referencing the Nitrogen, Phosphorus and Potassium.

Girdling - Process of making three (3) parallel cuts completely around the tree, below the lowest live limb. The distance between the top and bottom cuts shall not exceed eight (8) inches. Cuts must penetrate at least ½ inch into the wood of the tree along the full length of each cut. (See Illustration No. 6.)

Hardwood - A broad-leaved tree which usually has a single, well-defined trunk and attains a height of greater than 20 feet. Examples include but are not limited to: Alder, Big Leaf Maple, Madrone and Oak species. Sprouting hardwood species may be in the form of multi-stemmed clumps.

Leave Trees - All conifers not required to be cut. All conifers over seven (7) inches DBH are considered to be leave trees.

Level of Difficulty - An evaluation of the site condition that requires varying amounts of time and effort to complete a task. An allowance for increased difficulty is included in the payment. A payment schedule by Level of Difficulty is established in Section E.3.0, Payment.

- Level I: Broadcast Burned or light slash/scattered brush with light grass and forbes. Less than 20 % brush.
- Level II: Heavy grass and forbes. Less than 50% brush and hardwoods. Light to moderate slash.
- Level III: 50-90% brush, hardwoods and/or conifers. Light to heavy slash.
- Level IV: Greater than 90% brush, hardwoods and/or conifers. Light to heavy slash. Chainsaw recommended for planting access.

Litter - The uppermost layer or the organic debris, composed of freshly fallen or slightly decomposed organic materials. Duff.

Lodged Trees and Brush - Cut trees and brush leaning into, supported by, or covering a leave tree.

Mulch Material - Paper or synthetic (plastic) mulch material measuring 36 by 36 inches with an opening in the middle. The material is placed over the seedling and flat on the ground to inhibit unwanted vegetation growth. (See Illustration No. 9.)

Non-Woody Vegetation - All herbaceous vegetation including (but not limited to) grasses, ferns, sedge, forbs, thistle, and mullein.

No Treatment Zones -

- a. 20 feet of each side of nonfish-bearing streams.
- b. 20 feet away from springs or seeps.
- c. Riparian areas designated by the COR.
- d. 100 feet away from areas that are flagged with yellow and black striped ribbon and yellow posters with black lettering stating "Plant Site" to denote vascular plants or lichens and bryophytes.
- e. Areas specifically designated by the COR.

No-treatment zones are to be measured horizontally from the edge of the stream channel or flagging and posters.

Pie shaped segment - One-sixth of an inspection plot defined by 60 degree segments on the circumference of a circle. The base line for the inspection plot will either be North-South or East-West and will determine the six inspection segments. (See Illustration No. 10c).

Pruning - The severing of all live, dead and infected limbs (including whiskers) from the bole of a selected tree to the specified pruning height.

Reserve Area - A portion of a unit area excluded from treatment.

Root Pruning - The cutting or tearing of tree seedling roots with pruning clippers, other tools or by hand.

Segment - As used in the inspection process for contract treatments, is a pie shaped section equivalent to one-sixth of the circular plot.

Shade Wire - A bent "U" shaped wire and support installed in the ground with a degradable covering to provide shade to newly planted seedlings. Previous installations requiring wire removal consist of an 18 inch wire wicket with mesh fabric.

Silva Dip - A dry polymer powder and peat moss product to which water is added and mixed to make a tree dipping compound for enhanced survival and growth.

Slash - Any material which has been cut by the Contractor or cut during previous land management activities.

Slurry - A mixture of four (4) parts ground peat moss, one (1) part forest litter from nearby unharvested areas, and five (5) parts water in which tree seedling root systems are dipped prior to being placed in planting bags.

Stream - A drainage that has flowing water during project work or shows evidence of having had flowing water during the year.

Stub - The protruding end of a cut or broken branch or limb.

Stump Height - Distance from top of stump to the ground line measured on the uphill side of stump.

Surplus Trees and Brush

- a. All brush at least one (1) foot in height as measured from the base to the end of the stem.
- b. All hardwood trees at least one (1) foot in height as measured from the base to the end of the stem and not considered leaf trees.
- c. All conifers seven (7) inches DBH and less that have had mechanical damage from logging activity or natural disturbance.
- d. All conifers that lean more than 35 degrees from true vertical to the horizontal plane and are seven (7) inches DBH and less.

- e. All conifers seven (7) inches DBH and less shall be cut, except for the selected Acceptable Crop/ Leave Trees.

Thinning - Intermediate cutting aimed primarily at controlling growth of stands through adjustments in stand density.

Top Pruning - The cutting or tearing of tree seedling tops or branches with pruning clippers, other tools or by hand.

Treatment - The following work activities described in this contract:

- a. Cut Holes/Plant
- b. Spring/Fall Tree Planting
- c. Fertilizer Pellet Installation
- d. Vexar Tube Installation
- e. Mulch Installation
- f. Vexar Tube Removal
- g. Vexar Tube and/or Wire Removal
- h. Maintenance Radius Brushing with Spacing of Conifers
- i. Maintenance Brushing without Spacing of Conifers
- j. Tree Shade Installation
- k. Vexar Tube and Shade Installation
- l. Conifer Spacing with 100% Maintenance Brushing
- m. Pruning Sugar Pine Lower Limbs

Treatment Zone - Cylindrical area surrounding a leave tree where cutting of surplus brush and cutting and/or girdling of surplus hardwoods is required. This zone extends four (4) feet from the end of the lateral branch tips. (See Illustration No. 5.)

Tree Netting - Flexible plastic mesh installed around tree seedlings for browse protection.

Tree Shade - Tree protection device consisting of an eight- (8) inch by 12-inch fiberboard card mounted on a 24-inch long wood stake to provide shade to recently-planted seedlings. (See Illustration No. 11.) Previous installations requiring wire removal consist of an 18-inch wire wicket with mesh fabric.

Unpruned tree - A tree found during inspection that should have been pruned.

"Vexar" Tube - Animal protection device consisting of a rigid plastic mesh tube placed over the seedling to reduce animal browse. Previous installations requiring wire removal consist of a 24 inch wire wicket or fence stay which was used to support the vexar tube.

"Vexar" Tube Shade - Animal protection device consisting of a rigid plastic mesh tube placed over the seedling to reduce animal browse, with one six (6) inch by eight and one-half (8-1/2) inch waterproof paper shade card inserted into the end of the

tube at ground level to provide sun protection for newly planted seedlings. (See Illustration No. 12.)

Whiskers - Small branches, usually less than ½" inch in diameter and less than two (2) feet in length, which create pin-knots in the wood. These branches are often very small and can be easily overlooked.

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 that it is a wildlife tree or as identified by the COR.

Woody Vegetation - Hardwood species less than one (1) inch DBH and all brush species.

Definitions Applicable to Maintenance Brushing without Spacing of Conifers - Bid Subitem I. Only.

Leave Trees

- a. All conifers not required to be cut. All conifers over seven (7) inches DBH are considered to be leave trees.
- b. All hardwoods over seven (7) inches DBH.

Surplus Hardwood Trees and Brush

- a. All brush at least one (1) foot in height as measured from the base to the end of the stem.
- b. All hardwood trees at least one (1) foot in height as measured from the base to the end of the stem and seven (7) inches DBH and less.
- c. All conifers seven (7) inches DBH and less that have had mechanical damage from logging activity or natural disturbance.
- d. All conifers that lean more than thirty five (35) degrees from true vertical to the horizontal plane and are seven (7) inches DBH and less.

C.3.0 CONTRACTOR-FURNISHED ITEMS

C.3.1 Property and Services

- C.3.1.1 Contractor shall furnish all labor, equipment, supervision, transportation, tools, materials (including peat moss, water and slurry) and incidentals necessary to perform all treatments in accordance with the enclosed specifications, terms and conditions. Equipment and materials for tree planting include containers for carrying seedlings during planting, slurry and water containers for dipping seedlings, and incidentals necessary to perform services. The planting tools, materials and containers for carrying trees during planting operations shall be of design normally used in tree planting work. Planting tools shall be used that are capable of opening a hole perpendicular to the horizontal plane, broken on three sides, and at least twelve inches deep and four inches wide. Equipment and materials for other services include, but are not limited to, chainsaws, hand clippers, loppers and/ or pruners specifically designed for tree pruning and incidentals necessary to perform services.
- C.3.1.2 Yellow flagging to locate Contractor's self-inspection plot centers on all bid items and identify newly created planting holes (areas) under Bid Subitem A.
- C.3.1.3 Fertilizer Pellets-as defined. Wood Ace (or equivalent) with an NPK amount of 9-9-4 (Nitrogen, Phosphorous and Potassium) capable of being placed in contact with the seedling roots at the time of planting without causing damage to the roots. The fertilizer product shall be approved by the COR prior to use.
- C.3.1.4 A means of communication whereby the BLM can contact crew foremen in the field within two (2) hours of request from BLM to Contractor. This must be available between the hours of 7:00 AM and 6:00 PM.
- C.3.1.5 Collect an adequate amount of duff and forest litter for mixing each day's slurry for Subitems A and B. This litter shall be obtained from an unburned and undisturbed portion of the adjacent stand. The Contractor shall also mix the peat moss slurry or Government-furnished seedling hormone growth supplement into the slurry, as directed by the PI.

C.3.2 Crew Requirements

- C.3.2.1 The Contractor shall keep the COR informed of the crew(s) location(s) by calling or faxing in their location every Monday morning between 7 and 9 AM. The Contractor shall also contact the COR when treatment units are completed and when new units are started. The sequence of work on each task order will be determined by the COR and may be subject to change. The Contractor shall notify the COR whenever the crew(s) will be absent from the work site for more than 24 hours.
- C.3.2.2 The Contractor shall designate one fluent, English speaking and literate 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.

- C.3.2.3 The person designated by the Contractor as supervisor must actually perform in that capacity. The supervisor must effectively direct the crew by:
- a. making periodic inspections of the crew's work,
 - b. advising them of any discrepancies found in the work that deviate from the specifications and provide instructions to correct any improper work.
- C.3.2.4 The supervisor shall be present at the work site each work day. If a supervisor is not present, the employees of the Contractor will not be permitted to work.
- C.3.2.5 The supervisor shall have a copy of the contract, task order, and know the requirements of the contract including technical requirements and unit locations. The 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.
- C.3.2.6 Crew members must be kept together at all times, working as a crew under the control of a supervisor. All crew members shall know, understand, and perform according to the specifications. Prior notice must be given to the COR if there will be significant change in crew personnel.
- C.3.3 Camping on BLM Administered Land
- C.3.3.1 Camping on BLM administered lands will only be allowed in approved sites and with the prior written authorization of the Field Manager. Should such a work camp be authorized, the Contractor shall maintain the camp in an orderly and sanitary manner. This will require a portable sanitation unit. All fire regulations and permits shall be followed. Requests for camping authorization shall be made in writing.
- C.3.3.2 Any refuse, debris or garbage left by the Contractor shall be cleaned up as each unit is completed. All such debris, garbage and refuse shall be removed from the project areas by the Contractor and disposed of legally off site before final payment is made. No illegal dumping of any material on either BLM or private property is acceptable.
- C.3.4 Work hours will be restricted as described in Section H.1.0.

C.4.0 GOVERNMENT-FURNISHED PROPERTY

C.4.1 The Government will furnish the following materials:

- a. Maps and forms for inspection if requested. (See Illustrations No. 10a, 10b, 10d, and 15.)
- b. Forest tree seedlings. Seedlings to be planted consist of conifer and hardwood species. Bare root seedlings will have root systems 12 inches or less in length. For the total contract, a maximum of 1000 containerized seedlings will have root masses 20 cubic inches in size. The remaining containerized seedlings will have root masses 10 cubic inches or less.
- c. A seedling hormone growth supplement (Silva Dip or equivalent) to be added by the Contractor to the slurry mixture for dipping trees.
- d. Tube installation materials consisting of 18-inch plastic vexar tubes and 30-inch bamboo stakes. (See Illustration No. 8.)
- e. Mulch materials, consisting of 36 inches by 36 inches Kraft paper with asphalt interlining, or plastic, woven polyester sheets that are slit crossway in the middle and installed with five (5) "U" shaped metal pins approximately six (6) inches long and two (2) inches wide. (See Illustration No. 9.)
- f. Tree shade installation materials consisting of an 8-inch by 12-inch fiberboard card mounted on a 24-inch long wood stake. (See Illustration No.11.)
- g. Vexar tube shade installation materials consisting of a 6-inch by 8-1/2-inch waterproof paper shade card inserted into the end of the tube at ground level. (See Illustration No. 12.)

C.4.2 Distribution of Tree Seedlings - Seedlings will be issued to the Contractor at the BLM cold storage facilities at the Medford District Office, from leased facilities in Medford or leased facilities near Merlin, Oregon. Seedlings will be available after 5:30 A.M. The Contractor shall transport and store the seedlings in fully enclosed pickups or trailers with fully insulated canopies capable of keeping the internal bag or box temperature at 42E Fahrenheit or less for ten (10) hours. There shall be no leaks in the canopies or insulation. Metal floors shall be insulated. Trees shall not be transported inside heated vehicles. Boxes or bags of seedlings where the inside temperature exceeds 42E Fahrenheit will be considered improperly handled and will be charged to the Contractor.

C.4.3 Distribution of Vexar Tube, Mulch, Tree Shade and Tube Shade Installation Materials Materials will be issued to the Contractor at the BLM Medford District Warehouse, 3039 Bullock Road, Medford, Oregon, Monday through Friday 8:00 a.m. to 10:00 a.m or from 2:00 p.m to 4:00 p.m. Materials will be issued to the Contractor and signed for on a D.I. 105 (receipt of property) form. The Contractor shall

transport the materials to the work site and return any unused materials to the Medford District Warehouse.

- C.4.4 Care of Vexar Tube, Mulch, Tree Shade, and Tube Shade Installation Materials - Upon completion of a project or termination prior to completion, the Contractor shall transport any unused materials to the Medford District BLM Warehouse or transport them to the next work site, as directed by the Government. The cost of unused materials, \$90.00 per thousand for "vexar" tubes, \$39.00 per thousand for bamboo stakes, \$385.00 per thousand for woven plastic mulches, \$250.00 per thousand for Kraft paper mulches, \$20.00 per thousand for metal sod pins, \$330.00 per thousand for tree shade materials, and \$32.00 per thousand for tube shade papers, that are returned to the Government in an unusable condition will be charged to the Contractor.
- C.4.5 Care of Government Locks and Keys - Upon completion of a unit, or termination of the contract prior to completion, all Government keys and locks issued to the Contractor shall be returned to the COR in a usable condition. Gate keys shall be returned to the COR or PI within five (5) days of completing unit(s) work. A charge of \$50.00 will be assessed for each gate key not returned and for each lock lost or damaged. This charge will be deducted from the task order payment.
- C.5.0 SPECIFIC TASKS
- C.5.1 Records, Notification and Inspections
- C.5.1.1 Records and Notification - The Contractor shall maintain adequate daily records to allow the Government to monitor contract progress and for the Contractor to be accountable for work quality. Contractor records shall include: (1) project unit names (2) the number of acres treated (3) amount of materials or seedlings used (4) supervisor/inspector name (5) work quality percentage and (6) supervisor signature and date. Daily work record reports for each treatment shall be submitted to the COR within three (3) days of completing a treatment on a unit. (See Illustration No. 15.)
- C.5.1.2 Inspection and Analysis - The Contractor shall provide and maintain an inspection system acceptable to the Government covering the services under this contract. Inspections shall be performed on a minimum one percent sample of the treatment area (See Illustration No. 10c), concurrently with the work being done. The inspection results and summary shall be used by the Contractor to gauge compliance with contract specifications. Government inspection forms for Contractor's use are available upon request (See Illustrations No. 10a and 10d). Complete records of all inspection work performed by the Contractor shall be maintained and provided to the COR upon completion of the units.
- C.5.1.3 Payment will be based on the Government's inspection results. The Contractor's inspection results are to be used as a guide for the Contractor's use in complying with contract specifications and not as a basis for payment.

C.5.2 **Cut Holes/Plant - Bid Subitem A**

- C.5.2.1 Holes (planting areas) in slash and brush shall be created by removing all brush, hardwoods, slash and woody debris down to mineral soil. Branches or stems entering the area from the outside and extending upward above the hole shall be cut.
- C.5.2.2 Circular planting holes that measure a minimum of four (4) feet in diameter shall be created on a 12-foot by 12-foot grid. Average spacing of planting holes may vary + or - 40% of the specified 12 x 12 spacing, but shall be no closer than six (6) feet.
- C.5.2.3 All hardwoods, brush and woody vegetation shall be completely cut. Stump heights shall not exceed six (6) inches.
- C.5.2.4 Care shall be taken to protect all existing acceptable crop/leave trees. Acceptable crop/leave trees are countable and shall be treated according to specification C.5.9, Maintenance Radius Brushing with Spacing of Conifers.
- C.5.2.5 All planting holes shall be flagged with 3-foot ribbon. Creation of planting holes shall be as one operation and shall not be concurrent with planting. Planting hole quality and distribution through the entire treatment area will be inspected and accepted by the Government prior to planting.
- C.5.2.6 Two (2) seedlings shall be planted within the cut and cleared planting hole approximately two (2) feet apart in accordance with C.5.3.
- C.5.2.7 Fertilizer installation may be required at the time of planting and will be paid as a separate treatment in accordance with C.5.4.

C.5.3 **Spring/Fall Tree Planting - Bid Subitem B**

C.5.3.1 Seedling Handling Quality

- a. Upon arrival at the planting site, seedlings shall be protected from direct sunlight, frost and wind, and provided with proper air circulation around bundles or boxes. The location and method of storage at the planting site must be approved by the PI.
- b. As bare root seedlings are removed from nursery packages, the entire root system shall be dipped in a slurry mixture or Silva Dip prepared by the Contractor. The Government will determine which dip to use. Dipped trees shall be placed directly into planting bags or other containers.
- c. The number of seedlings placed in a planting bag shall be limited to a number that allows the removal of individual seedlings without damage to the tops and roots.

- d. During the planting operation, planters shall remove only one seedling at a time from the planting bag or container, and only after the planting hole has been prepared.
- e. If seedling culling or pruning is required, it shall only be performed under the direct supervision of the PI. Improper handling of seedlings includes root or top pruning or culling (except under conditions described above), twisting roots, or violating the provisions of specification C.5.3.1.e. The Government may suspend the Contractor's right to proceed for improper handling of seedlings. The Contractor may be required to remove from the site individuals involved in the improper handling of seedlings.
- f. The Contractor shall immediately notify the PI of seedling condition when dryness of roots, unusual form, mold, extra large or unusually short roots, or other evidence of seedling damage is detected.
- g. The following environmental conditions will be used as a general guide in determining suitable planting conditions. The PI or COR will determine when tree planting will cease due to unsatisfactory environmental conditions. Any single condition outside the specified range is sufficient cause to discontinue planting. Planting bag inserts or jelly-rolled seedlings may be used by the Contractor with the approval of the COR to ameliorate adverse environmental conditions and extend the planting window. When planting is suspended, the Contractor shall return unused seedlings to the storage point.

Humidity:	50% or more.
Wind:	Less than 10 MPH.
Soil temperature:	40E F. or above at 6 to 8 inches soil depth.
Air temperature:	Greater than 32E F. and less than 65E F.

- h. On a daily basis, or when a unit is completed or terminated, or as directed by the PI, all unused seedlings shall be returned to the storage point.

C.5.3.2 Planting Method

- a. Proper selection of the planting spot is more important than adhering to a precise planting spacing. Seedlings shall be planted in the best spots available within the spacing limits, specified in each task order. Examples of proper planting spot selection will be explained by the PI on the project site.
- b. Seedlings shall be planted in spots distributed over the area at the intervals and within the spacing specified in each task order. However, for individual seedlings, the specified average spacing may be varied + or - 40% of the specified spacing in any direction to find a suitable planting spot, but no closer than seven (7) feet.

- c. Where an unplantable spot is encountered, the planter shall plant the closest plantable spot. However, average spacing shall be maintained for the unit and the number of seedlings planted per acre shall not be materially increased or decreased due to planter selection of planting spots.
- d. Seedlings shall be planted in the best available sites. Primary considerations in the selection of planting spots shall include: (1) Soil texture and depth; (2) Height and diameter of the object providing protection to the seedling and the micro-site.
- e. Location of the planting spot shall be as close as possible to the object providing protection so that the seedling, when properly planted, is given maximum protection from the sun, drying wind and animal damage. Examples include north sides of stumps, rocks, logs, and brush clumps, or in slash and other debris where mineral soil can be reached.

C.5.3.3 Where to Plant - Multiple Conifer Species/Hardwood Species/Seedling Lots - On units where more than one species/seedling lot is to be planted, different species/lots shall be planted in locations as directed by the PI.

C.5.3.4 Plantable

- a. Planters shall plant all areas, unless they meet one or more of the conditions defined under C.5.3.5 as unplantable.
- b. Patches of dense brush and other vegetation shall be considered plantable if a planter can work through the brush or vegetation by spreading the stems aside or by working around or through the stems.

C.5.3.5 Unplantable - An unplantable area (spot) is characterized by one or more of the following conditions:

- a. Soil covering slash or debris subject to rapid drying.
- b. Rock outcrops, talus slopes and areas of stones, cobbles or gravel over 12 inches deep.
- c. Other areas as designated by the PI.
- d. Roadways shown on project maps.

Examples of unplantable and plantable areas will be indicated by the PI on the project site.

C.5.3.6 Clearing of Planting Spot - The planting spot may be exposed mineral soil or covered with vegetation, gravel or slash, which shall require a clearing effort before planting. Clearing shall include the removal of all debris, snow, gravel, humus, ash and living vegetation. In areas meeting the above conditions, cleared areas shall be no smaller

than 16 inches in diameter, and after the tree is planted, there shall be a minimum radius of eight (8) inches of clearing around each tree.

C.5.3.7 Tree Seedling Placement

- a. Bare-Root Stock - The seedling shall be suspended near the center of the hole with roots in a near natural arrangement at a depth that, after filling, packing, and leveling, the root collar is slightly below the firmed soil level. No portion of the roots shall be exposed. (See Illustration No. 1).
- b. Containerized Stock - The seedling shall be planted in the center of the prepared hole, at a depth that after firming and leveling, the root collar comes to a point slightly below the firmed soil level.
- c. All Stock
 - (1) Seedlings shall be planted so that roots approximate a natural position; not twisted, tangled, compacted together, curled or bent from a position perpendicular to the horizontal plane. Due to variation in root pruning at the nursery, root length may vary 20 percent more or less than the required planting depth. (See Illustrations No. 1 and 2.)
 - (2) Each seedling shall be set firmly in the ground with moist soil filled in and well compacted around the roots with no air pockets or snow around or adjacent to tree roots. After compacting around the seedling, soil shall be at ground level with no deep depression or high mound at the stem.
 - (3) Each planted seedling shall stand erect in the center of the cleared spot as indicated on Illustration No. 3, figure 12 "A correctly planted tree". Trees should be as near vertical to the horizontal plane as possible. A 15 degree variance from true vertical is allowed.
 - (4) See Illustrations No. 2 and 3 for proper and improper methods of planting seedlings.

C.5.3.8 Planting Hole - Plant with hand tools to a depth of up to 12 inches for all stock. The planting hole must be wide enough to ensure full suspension of root system within the planting hole. The planting hole must be broken to a depth of 12 inches for all stock except where rock obstructs the planting hole depth requirements and the seedling can be planted while still meeting the requirements of C.5.3.7.

C.5.4 **Fertilizer Pellet Installation - Bid Subitem C**

C.5.4.1 All fertilizer pellet installation shall be done at the Level I Level of Difficulty.

C.5.4.2 On units requiring fertilizer pellet installation, a single fertilizer pellet shall be placed in the planting hole at the time of planting of all conifer trees planted in the treatment area under this contract.

C.5.4.3 Fertilizer pellets shall lie within two (2) inches of seedling roots and shall not interfere with root placement or suspension. (See Illustration No. 4.)

C.5.5 **Vexar Tube Installation - Bid Subitem D**

C.5.5.1 Criteria for Selecting Trees for Treatment - Only newly planted acceptable Douglas-fir and cedar seedlings less than 24 inches in height shall be selected and treated in accordance with the target spacing requirement and the number per acre specified in the task order. Average spacing may vary + or - 40% of the specified spacing in the task order, but no closer than six (6) feet. Vexar tubes shall be placed over seedlings to protect seedling tops from animal browse.

C.5.5.2 Tube Installation Timing - Vexar tube installation shall occur within three (3) working days of any new planting, unless otherwise approved by the COR. If mulching is also required, the mulch shall be applied prior to tube installation. Contractor shall schedule, pick up, transport and deliver all materials to the project site in a timely manner during normal working hours.

C.5.5.3 Tube Installation

- a. The installation shall consist of one (1) bamboo stake 30 inches long and one (1) rigid plastic "Vexar" tube (18 inches long, 2-3/4 inches to 3-1/4 inches in diameter), connected together as shown in Illustration No. 8.
- b. The bamboo stake shall be woven through the vexar tube once in the upper third and again in the lower third of the tube and inserted firmly into the ground. The bamboo stake shall be inserted a minimum of six (6) inches into the ground to minimize snow and wind damage.
- c. Care shall be taken to prevent damage to the seedling as the tube is installed. An installation with the seedling having skinned bark, a broken or restricted terminal leader, or skinned or broken laterals as a result of the tube installation will be considered unacceptable.
- d. The complete installation shall be vertical to the horizontal plane. The complete installation shall be stable and secure.
- e. The PI will demonstrate in the field correct tube installation and position on the tree, depending on seedling stock type.

C.5.6 **Mulch Installation - Bid Subitem E**

C.5.6.1 Criteria for Selecting Trees for Treatment:

- a. Only newly planted acceptable seedlings shall be selected and treated in accordance with the target spacing requirement and the number per acre specified in the task order. Average spacing may vary + or - 40% of the specified spacing in the task order, but no closer than six (6) feet.
- b. Acceptable seedlings that are physically too large to treat without damage to the seedling or mulch shall not be treated.

C.5.6.2 Placement of Mulching

- a. A 36 inch by 36 inch mulching spot shall be prepared by clearing all brush, tall grasses, forbes, stones, slash and other material that can be moved by hand tools, so that the mulching material will lie flat.
- b. One mulch sheet per tree shall be placed so as not to damage the planted tree and installed to cover the area around the tree. Mulches shall be placed as flat as possible on the surface of the ground around the tree, and shall be placed so that their edges are parallel to existing contour lines to minimize down slope movement.
- c. The tree shall be centered in the middle of the cut opening, or in the downhill slit.
- d. "U" shaped metal pins six (6) inches long shall be used to secure the mulch material. Five (5) pins shall be used for each mulch (one (1) per corner and One (1) in the center) to secure it to the ground. The fifth pin is needed to ensure the mulch lies flat and shall be inserted on the uphill side, near the center. Each of the four (4) mulch corners shall be folded (once) under at least six (6) inches, measured from the corner toward the center, before inserting the pin. (See Illustration No. 9.)
- e. Both legs of each pin shall pass through both layers of the mulch material, with the pins being no closer than two (2) inches to any edge of the mulch and inserted at least five (5) inches into the soil.
- f. When underlying rocks or other obstructions do not permit proper insertion of any pin, bury that corner to the depth possible and secure it with rocks at least four (4) inches in diameter, or, if rocks are not available nearby, then with mineral soil.
- g. Mulches with pins inserted into nonmineral soil or duff will be judged unacceptable.
- h. Mulches torn severely (eight (8) inches or more) while being installed shall be replaced properly with whole sheets. Torn sheets shall be disposed of legally off site.

C.5.7 **Vexar Tube Removal - Bid Subitem F**

C.5.7.1 All vexar tubes and stakes shall be removed from live and dead seedlings and placed flat on the ground.

C.5.7.2 If tube removal will cause skinned bark, broken terminal leaders or lateral branch damage to the live seedling, the tube shall not be removed but shall be cut the entire length of the tube or ripped apart at two (2) locations on opposite sides and then left on the seedling. The stakes shall be removed from the tube and shall be placed flat on the ground.

C.5.8 **Vexar Tube and/or Wire Removal - Bid Subitem G**

C.5.8.1 All the above specifications for Vexar Tube Removal (C.5.7) shall apply.

C.5.8.2 All wire wickets from previous tube and shade installations shall be collected from the project areas, including those removed and left laying on the ground or on stumps, and shall be disposed of legally off site.

C.5.9 **Maintenance Radius Brushing with Spacing of Conifers - Bid Subitem H**

C.5.9.1 The largest, healthiest, best-formed available acceptable crop/leave trees shall be selected and treated in accordance with the target spacing specified on the task order. Examples of defects on undesirable trees are: fork top, broken top, double stem, crooked stem, scar faced and disease. Average spacing may vary + or - 40% of the specified spacing in the task order, but no closer than six (6) feet.

C.5.9.2 Within treatment areas, conifers shall be thinned. Conifers not selected as acceptable crop/leave trees shall be severed completely with a maximum stump height of eight (8) inches above the ground and cut at a 90-degree angle to the stem.

C.5.9.3 All healthy sugar pine trees shall be retained and not cut, damaged or considered to be an acceptable crop/leave tree as defined in C.2.0 Definitions. Sugar pine trees found in an inspection plot will not be counted for determining payment. However, healthy sugar pine trees found cut or damaged in an inspection plot shall be counted as cut acceptable crop/leave trees for purposes of determining payment. All sugar pine trees with white pine blister rust disease as evidenced by bole cancers, diamond shaped, or bulls-eye shaped wounds on the bole shall be cut as surplus trees.

C.5.9.4 In project units containing a variety of conifer tree species, acceptable crop/leave tree conifers shall be selected using the following species preference, unless specified otherwise within the task order:

- a. Douglas-fir
- b. Ponderosa Pine
- c. Incense Cedar

d. Other conifer species

However, in selecting leave trees, tree form and vigor as described in paragraph C.5.9.1 shall take precedence over the listed species preference.

- C.5.9.5 All hardwood trees, brush and woody vegetation over one (1) foot tall and seven (7) inches DBH and less within the cutting zone of an acceptable crop/leave tree shall be severed within eight (8) inches of the ground. All cut hardwoods, brush and woody vegetation shall be severed at a 90-degree angle to the stem.
- C.5.9.6 Streams, as designated on the project area maps, shall have a 40-foot buffer area where surplus trees and brush shall not be cut. The no-cut buffer area shall be 20 feet on each side of stream banks as measured horizontally from the edge of the channel.
- C.5.9.7 Conifers over seven (7) inches DBH shall not be cut or girdled.
- C.5.9.8 Hardwoods over seven (7) inches and less than ten (10) inches DBH within the cutting zone shall be girdled with three rings around the bole, severing the cambium layer to a minimum depth of ½ inch. (See Illustration No. 6.)
- C.5.9.9 Hardwoods greater than ten (10) inches DBH shall not be cut or girdled.
- C.5.9.10 Multi-stem hardwoods located at the perimeter of the cutting zone shall be cut except for a single main stem.
- C.5.9.11 Hardwoods within 20 feet horizontal distance of the road prism shall not be cut or girdled.
- C.5.9.12 No live limbs shall be left on the stump of any cut stem.
- C.5.9.13 Acceptable crop/leave trees shall not be damaged or buried with slash. (See Illustration No. 5.)
- C.5.9.14 Resulting slash shall be cut, limbed, lopped and/or scattered to a depth not to exceed three (3) feet above the ground surface. Cut stems in multiple pieces to insure material is within three (3) feet of the ground surface.
- C.5.9.15 No slash cut by the Contractor shall be left on the ground within ten (10) feet of any road or outside the project area. Slash falling outside the project areas shall be moved completely into the project area.
- C.5.9.16 All slash shall be removed from any roads, road prisms, and trails within the project area, concurrently with the treatment of surplus trees and brush. Slash shall be removed at least ten (10) feet from the road cut on the upper side and ten (10) feet from the road shoulder on the lower side within project units, except where no-cut buffers are required. (See Illustration No. 7.)

C.5.9.17 Refueling of chainsaws is not allowed within 150 feet of any stream or wet area. Spilled fuel and/or oil shall be cleaned up and disposed of legally off site within one day of any spill event.

C.5.9.18 The Contractor shall immediately notify the COR prior to work beginning on any unit, if metal stakes supporting vexar tubing or wire wickets from tree shades remain installed in any unit that is not designated for wire removal.

C.5.10 **Maintenance Brushing Without Spacing of Conifers - Bid Subitem I**

C.5.10.1 All surplus hardwood trees, brush and woody vegetation over one (1) foot tall and seven (7) inches DBH and less shall be cut. No hardwoods over seven (7) inches DBH shall be cut.

C.5.10.2 All surplus trees, brush and woody vegetation shall be completely severed from the stump(s). No live limbs shall be left on the stumps of cut trees and brush. Stump height shall not exceed eight (8) inches measured on the uphill side. All cut hardwoods, brush and woody vegetation shall be severed at a 90-degree angle to the stem.

C.5.10.3 Slash shall not be piled on or against leave trees. Slash lodged in leave trees shall be dislodged or removed.

C.5.10.4 Slash shall be cut, limbed, lopped and/or scattered so that it is within three (3) feet of the ground surface. Cut stems in multiple pieces to insure material is within three (3) feet of the ground surface.

C.5.10.5 No slash cut by the Contractor shall be left on the ground within ten (10) feet of any road or outside the project area. Slash falling outside the project areas shall be moved completely into the project area.

C.5.10.6 All slash shall be removed from any roads, road prisms, and trails within the project area, concurrently with the treatment of surplus trees and brush. Slash shall be removed at least ten (10) feet from the road cut on the upper side and ten (10) feet from the road shoulder on the lower side within project units, except where no-cut buffers are required. (See Illustration No. 7.)

C.5.10.7 Streams, as designated on the project area maps, shall have a 40-foot buffer area where surplus trees and brush shall not be cut. The no-cut buffer area shall be 20 feet on each side of stream banks as measured horizontally from the edge of the channel.

C.5.10.8 Refueling of chainsaws is not allowed within 150 feet of any stream or wet area. Spilled fuel and/or oil shall be cleaned up and disposed of legally off site within one day of any spill event.

C.5.10.9 The Contractor shall immediately notify the COR prior to work beginning on any unit, if metal stakes supporting vexar tubing or wire wickets from tree shades remain installed in any unit that is not designated for wire removal.

C.5.11 **Tree Shade Installation - Bid Subitem J**

C.5.11.1 Criteria for Selecting Trees for Treatment - Within areas to be treated, all live seedlings planted during the current year shall be treated. Naturals and trees from previous plantings may be shaded as specified in the task order.

C.5.11.2 Tree Shade Installation

- a. Tree shades shall be placed so that the plane of the shade is perpendicular to an imaginary line drawn from the seedling stem at an azimuth of 190 degrees (plus or minus 10 degrees) from true north. Magnetic north is 20 degrees east of true north for the Glendale Resource Area. Tree shades shall be placed six (6) to eight (8) inches away from the seedling stem with the bottom of the shade within two (2) inches of the ground. The shade shall be angled toward the tree as much as possible without interfering with the upward growth of the terminal leader up to a maximum 30 degrees from the horizontal plane. The shade shall be securely installed so that ravel, debris, snow, etc., will not tip the tree shade over. (See Illustration No. 11.)
- b. Care shall be taken to not tear the fiberboard away from the wooden stake. If the stake is broken or split, or if the card has less than three (3) staples securing it to the stake, the card and stake shall be properly discarded and an intact shade card installed.

C.5.12 **Vexar Tube and Shade Installation - Bid Subitem K**

C.5.12.1 The installation shall consist of both the vexar tube installation and the placement of one 6-inch by 8-1/2-inch waterproof paper shade card installed within the tube. This will be paid for as one operation. Specifications for normal vexar tube installation are stated in C.5.5.3.

C.5.12.2 The shade card shall then be completely inserted inside the bottom of the vexar tube at ground level, with the shade card oriented to provide maximum protection from southwest exposure. After insertion into the tube, a gap in the circumference of the shade card of 1-1/2 inches will result. The center of the gap in the shade card shall be oriented from the seedling stem at an azimuth of 45 degrees (plus or minus 30 degrees) from true north. Magnetic north is 20 degrees east of true north for the BLM Glendale Resource Area. (See Illustration No. 12.)

C.5.12.3 Care shall be taken to prevent damage to the seedling as the tube is installed. An installation with the seedling having skinned bark, a broken or restricted terminal leader, or skinned or broken laterals as a result of tube installation shall be considered unacceptable.

C.5.12.4 The complete installation shall be vertical to the horizontal plane. The complete installation shall be stable and secure, with the bottom of the vexar tube touching the ground.

C.5.12.5 The PI will demonstrate in the field the correct tube installation and position on the tree, depending on seedling stock type.

C.5.13 **Conifer Spacing with 100% Maintenance Brushing - Subitem L**

C.5.13.1 The largest, healthiest, best-formed available acceptable crop/leave trees shall be selected and treated in accordance with the target spacing specified on the task order. Examples of defects on undesirable trees are: fork top, broken top, double stem, crooked stem, and scar faced.

C.5.13.2 Average spacing may vary + or - 40% of the specified spacing, but no closer than:

- a. Bid Item L1 - six feet
- b. Bid Item L2 - seven feet
- c. Bid Item L3 - eight feet
- d. Bid Item L4 - nine feet

C.5.13.3 Within treatment areas conifers shall be thinned. All brush, hardwoods and woody vegetation over one (1) foot tall and seven (7) inches DBH and less shall be cut. Conifers not selected as acceptable crop/leave trees shall be severed completely with a maximum stump height of eight (8) inches above the ground and cut at a 90-degree angle to the stem.

C.5.13.4 All healthy sugar pine trees shall be retained and not cut, damaged or considered to be a crop/leave tree as defined in C.2.0 Definitions. Sugar pine trees found in an inspection plot will not be counted for determining payment. However, healthy sugar pine trees found cut or damaged in an inspection plot shall be counted as cut crop/leave trees for purposes of determining payment. All sugar pine trees with white pine blister rust disease as evidenced by bole cancers, diamond shaped, or bulls-eye shaped wounds on the bole shall be cut as surplus trees.

C.5.13.5 In project units containing a variety of conifer tree species, leave tree conifers shall be selected using the following species preference unless specified otherwise within the task order:

- a. Douglas-fir
- b. Ponderosa Pine
- c. Incense Cedar
- d. Other conifer species

However, in selecting leave trees, tree form and vigor as described in paragraph C.5.13.1 shall take precedence over the listed species preference.

- C.5.13.6 Streams, as designated on the project area maps, shall have a 40-foot buffer area where surplus trees and brush shall not be cut. The no-cut buffer area shall be 20 feet on each side of stream banks as measured horizontally from the edge of the channel.
- C.5.13.7 Hardwoods within 20 feet horizontal distance of the road prism shall not be girdled.
- C.5.13.8 Hardwoods greater than seven (7) inches DBH shall not be cut or girdled.
- C.5.13.9 Conifers greater than seven (7) inches DBH shall not be cut or girdled.
- C.5.13.10 No live limbs shall be left on the stump of any cut stem.
- C.5.13.11 Selected leave trees shall not be cut, damaged or buried with slash.
- C.5.13.12 Resulting slash shall be cut, limbed, loped and/or scattered to a depth not to exceed three (3) feet above the ground surface. Cut stems in multiple pieces to insure material is within three (3) feet of the ground surface.
- C.5.13.13 No slash cut by the Contractor shall be left on the ground within 10 feet of any road or outside the project area. Slash falling outside the project areas shall be moved completely into the project area.
- C.5.13.14 All slash shall be removed from any roads, road prisms, and trails within the project area, concurrently with the treatment of surplus trees and brush. Slash shall be removed at least ten (10) feet from the road cut on the upper side and ten (10) feet from the road shoulder on the lower side within project units, except where no-cut buffers are required. (See Illustration No. 7.)
- C.5.13.15 Refueling of chainsaws is not allowed within 150 feet of any stream or wet area. Spilled fuel and/or oil shall be cleaned up and disposed of legally off site within one day of any spill event.
- C.5.13.16 The Contractor shall immediately notify the COR prior to work beginning on any unit, if metal stakes supporting vexar tubing or wire wickets from tree shades remain installed in any unit that is not designated for wire removal.
- C.5.14 **Pruning Sugar Pine Lower Limbs - Subitem M**
- C.5.14.1 This Subitem will be utilized only in conjunction with treatments on the following subitems:
- H. Maintenance Radius Brushing with Spacing of Conifers
 - I. Maintenance Brushing without Spacing of Confers
 - L. Conifer Spacing with 100% Maintenance Brushing

- C.5.14.2 All sugar pine trees and sugar pine seedlings shall be pruned of live, dead and infected limbs on units specified in the task order. Only sugar pine trees and seedlings shall be pruned.
- C.5.14.3 Pruning Height
- a. All sugar pine trees 16 feet in height or greater shall have all branches, whiskers, lateral sprouts, and stubs pruned to a maximum height of eight (8) feet as measured from ground level on the uphill side of the tree. (See Illustration No. 14).
 - b. All sugar pine trees and sugar pine seedlings less than 16 feet in height shall have all branches, whiskers, lateral sprouts, and stubs pruned to a height equal to 50 percent of the total tree height.
 - c. Regardless of total tree height, all infected, diseased and /or swollen limbs shall be pruned off up to a height of eight (8) feet.
 - d. Notwithstanding paragraph c. above, no tree shall be pruned to the extent that less than three (3) branch whorls remain after pruning.
- C.5.14.4 The use of a small ladder to aid in pruning will be permitted. If the Contractor chooses to use a ladder, the ladder shall be used in a manner that does not damage the pruned tree.
- C.5.14.5 Remove all live, dead and infected limbs, whiskers, lateral sprouts, and stubs to the required height by completely severing from the tree as close to the bole as possible (within ½ inch) without damaging the branch collar or the bole. Severed branch stubs shall be smooth (See Illustration No. 13).
- C.5.14.6 Only pruning loppers/shears specifically designed for limb pruning (Porter-Ferguson, HIT-27, Prune-off loppers, or the equivalent) or hand held anvil pruners shall be used. Pruning loppers/shears and anvil pruners shall be approved by the Government prior to their use.
- C.5.14.7 Pruning knives, Sandvik, and machetes shall not be used to remove limbs or “whiskers.”
- C.5.14.8 The use of chain saws, hand held pruning saws and clubs is prohibited. Any other tool not specified that results in shattered or jagged branch stubs is prohibited.
- C.5.14.9 Treatment of pruned limbs - Limbs pruned from selected conifers shall be dispersed a minimum of one (1) foot away from the base of the pruned trees. (See Illustration No. 14).
- C.5.15 **Special Treatment Requirements** - In order to comply with the U.S. Fish and Wildlife Service Biological Opinion #1-7-96-F-392 for 1996 through 2005 BLM

Silviculture projects (updated September, 2001), the following restrictions shall apply on BLM task orders if the Government detects Murrelet or Spotted Owl activity or nesting sites within the BLM project area:

Murrelets - If the Government determines that Marbled Murrelet activity or nesting sites exist within 35 miles of the coast, chainsaw activity will not occur within 0.25 miles of any occupied stand or unsurveyed suitable habitat between April 1 – August 5. For the period between August 6 – September 15, work activities will be confined to between two hours after sunrise and two hours before sunset. This 35 mile line is shown on the Glendale Resource Area Map in Section J. These units will be identified by the Government.

Spotted Owls - Chain saw activity will not occur within a 0.25-mile radius of a nest site or activity center of known pairs or resident singles from March 1 through June 30. If the Government determines that an active spotted owl nest or activity center is located within or adjacent to a project area, a suspend work order will be issued for the area of activity until after September 30.

SECTION C - ILLUSTRATIONS

- Illustration 1 - Tree Root Placement Applicable to 1-0, 2-0, and 3-0 Stock
- Illustration 2 - Trees Planted in a Correct Manner
- Illustration 3 - Trees Planted in an Improper Manner
- Illustration 4 - Trees Planted in a Correct Manner with a Shovel, and Placement of Fertilizer Pellet
- Illustration 5 - Cutting Zone
- Illustration 6 - Tree Girdling
- Illustration 7 - Road Prism Corridor
- Illustration 8 - Vexar Tube Installation
- Illustration 9 - Mulch Installation
- Illustration 10a - Inspection Form for Tree Planting
- Illustration 10b - Inspection Form Instructions for Tree Planting
- Illustration 10c - Inspection Plot Size
- Illustration 10d - Inspection Form for Brushing Treatments, and all other treatments
- Illustration 11 - Tree Shade Installation
- Illustration 12 - Vexar Tube Shade Installation
- Illustration 13 - Pruning Diagram
- Illustration 14 - Correct Pruning Height
- Illustration 15 - Notification of Completed Work

SECTION E - INSPECTION AND ACCEPTANCE

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

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

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

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

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

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

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

E.1.0 SURVEILLANCE PLAN

E.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. 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.

E.1.2 Government inspection of completed units will not occur until the Notification of Completed Work (See Illustration No. 15) and Contractor's field inspection cards as required in C.5.1 are received by the COR.

E.1.3 After receipt of the Notification of Completed Work and Contractor's field inspection cards, the Government will complete all inspections within twenty one (21) calendar days. Acceptance for the number of acres satisfactorily treated will be on a unit-by-unit basis.

E.1.4 Subitems A, B and C

E.1.4.1 Inspection of the tree planting will be based on a minimum one-percent inspection sample well-distributed throughout the unit. All planted seedlings will be inspected for spacing and compliance with above-ground specifications.

E.1.4.2 Adequacy of spacing will be determined by the presence or absence of trees on individual plots and/or actual spacing measurements between planted trees over the entire unit.

E.1.4.3 A maximum of three (3) seedlings per plot planted closest to the plot center will be dug up and inspected for compliance with below-ground specifications in Sections C.5.3.7 Tree Seedling Placement, C.5.3.8 Planting Hole and C.5.4 Fertilizer Pellet Installation, if applicable. The illustration entitled "Trees Planted in an Improper Manner", Illustration No. 3, will be used to determine acceptable or unacceptable seedling root placement.

E.1.4.4 A minimum of 20 seedlings per unit will be inspected for compliance with Section C.5.3.7, C.5.3.8 and C.5.4.

E.1.4.5 Inspection results will be recorded on the Level of Difficulty Tree Planting Inspection Form. (See Illustrations No. 10a and 10b.)

E.1.5 Subitems D, E, F, G, H, I, J, K and L

E.1.5.1 Inspections will be based on a minimum one-percent inspection sample well-distributed throughout the unit. Each plot will be divided into six equal pie-shaped inspection segments. Each inspection segment will be inspected and evaluated for compliance with all contract specifications. The plot radius, number of plots and the spacing requirements are shown in Illustration 10c.

- E.1.5.2 Inspection results will be recorded on the Level of Difficulty Maintenance Brushing Inspection Form. See Illustration 10d.
- E.1.5.3 If multiple treatments are required on the same unit, inspections for all of those treatments will be made at the same time and on the same inspection segments as the initial treatment inspection. Each inspection segment will be inspected and evaluated for compliance with all contract specifications.
- E.1.6 Subitem M
- E.1.6.1 Inspections for pruning will be made at the same time and on the same plot as the inspections for Subitems H, I, and L, and recorded on the Level of Difficulty Maintenance Brushing Inspection Form. See Illustration 10d. Each plot will be inspected and evaluated for compliance with all contract specifications in accordance with E.1.6.2.
- E.1.6.2 The following data will be recorded for each plot:
- a. Number of sugar pine trees and sugar pine seedlings that should have been pruned on the plot. (column 6)
 - b. Number of correctly pruned sugar pine trees and sugar pine seedlings on the plot. (column 7)
 - c. Number of improperly pruned sugar pine trees and sugar pine seedlings for the following reasons noted under the Comments column:
 - 1) Number of sugar pine trees or sugar pine seedlings pruned to improper height.
 - 2) Number of diseased sugar pine trees or sugar pine trees with swollen limbs up to a height of eight (8) feet above the ground not pruned off.
 - 3) Number of sugar pine trees or sugar pine seedlings unacceptably damaged during pruning. Unacceptable damage permits wood in the tree's bole to be seen, or results in more than three areas on the pruned tree having damage to the outer bark. Damage may also include, but is not limited to damage to the branch collar and/or bole of the tree from cutting tools or damage from improper or careless use of a ladder or damage from climbing.
 - 4) Number of sugar pine trees or sugar pine seedlings having improper removal of limbs, lateral sprouts, and/or whiskers, which may include, but is not limited to pruning that leaves any branch stub more than one half inch in length or pruning that leaves more than three lateral sprouts and/or whiskers on the area required to be treated.
 - 5) Improper dispersal of pruned limbs at the base of the tree.

E.2.0 ACCEPTANCE

E.2.1 Acceptance of work will be determined by the results of the Government inspections.

E.2.2 Acceptability of treatments will be determined by surveys revealing the number of well-spaced suitable treatments per acre adequate to meet minimum standards on all acres as specified on the task order. Adequacy of spacing will be determined by the presence or absence of treatments on individual plots examined over the entire unit.

E.2.3 Acceptance of work will be based on compliance with all Section C.5.0 Specific Tasks minimum quality standards that correspond to the treatment.

E.2.4 Work Quality Percent (WQP) - The WQP is derived from inspection plot data.

E.2.5 Acceptable Quality Level (AQL)

E.2.5.1 AQL is required as follows:

Subitems A, B C, and M - A minimum WQP of 90.

Subitems D, E, F, H, I, J, K, and L - A minimum WQP of 85.

Subitem G - A minimum WQP of 93.

E.2.5.2 The CO may terminate treatments on units where the Contractor has failed to obtain the AQL.

E.2.6 Subitems A, B and C

E.2.6.1 Acceptance for the number of acres satisfactorily treated will be on a unit-by-unit basis.

E.2.6.2 The WQP is determined by dividing the number of satisfactorily treated trees by the total number of required trees to be treated on all inspection plots in a unit.

EXAMPLE:

Acceptable Seedlings/ Total Seedlings Accepted: Work Quality formula is based on Illustration 10a:

$$\frac{\text{Column \#2} - [\text{Column \# 4} + (\text{Column \# 5a} - \text{Column \# 5b})]}{(\text{6 Trees per Plot} * \text{Number of Plots}) - (\text{Column \# 6} + \text{Column \# 7})}$$

Satisfactory treatments - 450
Total number of treatments required - 500

$$\text{WQP} - (450 \text{ divided by } 500) \times 100 = 90\%$$

E.2.6.3 Planting and Fertilization

- a. Clearing the planting area (C.5.3.6), spacing as specified in the task order and tree planting root placement (C.5.3.7) must meet the AQL of 90 percent to be acceptable. If the AQL of 90 percent is not met, the COR will immediately notify the Contractor in writing and direct him to improve the quality of his work. If the quality of work is not raised to the AQL of 90 percent within one (1) working day after written notification, the CO may issue a Suspend Work Order to resolve the problem, during which time the task order performance time will continue to run.
- b. When additional planting stock is available, the Contractor shall replant once any unit which does not meet the AQL of 90 percent. Acceptance will be based on the results of a reinspection after replanting. If the unit fails the second time, the Contractor will be paid based on the results of the reinspection and charged for the cost to reinspect the unit.
- c. If additional planting stock is not available to replant units which do not meet the AQL of 90 percent, the unit will be accepted and payment will be made for the actual planting quality percent earned.
- d. Additional treatments shall not be performed until planting is accepted by the COR.

E.2.7 Subitems D, E, F, G, H, I, J K, and L - The WQP will be determined by dividing the total number of satisfactorily treated inspection segments by the total number of segments inspected from all plots in an entire unit. This rate multiplied by 100 provides the WQP.

EXAMPLE:

Number of satisfactory treated inspection segments	- 53
Number of inspection segments inspected	- 60
WQP - (53 divided by 60) x 100	= 88%

E.2.8 Subitem M - The WQP will be determined by dividing the total number of satisfactorily pruned trees by the total number of trees on the plots that should have been pruned, inspected in an entire unit. This rate multiplied by 100 provides the WQP.

EXAMPLE:

Number of satisfactorily pruned sugar pine trees	- 23
Number of sugar pine trees on the plots that should have been pruned	- 25
WQP (23 divided by 25) x 100	= 92%

E.2.9 All Treatments

E.2.9.1 *Unsatisfactory Work - Bid Subitems D, E, F, G, H, I, J, K, L and M*

- a. If the WQP falls below the specified minimum for that treatment, the COR will immediately notify the Contractor in writing and direct him to improve the quality of his work. If the quality of work is not raised to an acceptable level within one (1) working day after written notification, the CO may issue a Suspend Work Order to resolve the problem, during which time contract performance time will continue to run. If untreated or unsatisfactorily treated trees are the primary reason for unsatisfactory work, the area shall be reworked to obtain satisfactory work quality. The Contractor shall rework once any unit which has a WQP less than specified for that treatment. If the unit fails the second time, the Contractor will be paid based on the results of the reinspection and charged for the cost to reinspect the unit.
- b. If untreated or unsatisfactorily treated areas and/or untreated brush or trees are the primary reason for unsatisfactory work, the area may be reworked at the discretion of the CO to obtain satisfactory work quality.

E.2.9.2 *Reinspection* - When units fall below the AQL specified for that treatment, rework may be required. When instructed by the COR, the Contractor shall rework the unit one time for reinspection by the Government. If the unit again fails to meet the AQL, the CO has the option of accepting the unit at the WQP calculated from inspection plots or by ordering the Contractor to rework the unit again. If the CO elects to accept the unit at the WQP calculated after rework, the Contractor will be paid based on the results of the reinspection.

- E.2.9.3 *Reinspection Costs* - The Contractor shall be charged for all the Government's reinspection costs including, but not limited to vehicle lease costs, mileage and inspector's wages. Reinspection costs will be charged for any subsequent inspections after the initial inspection for payment purposes.
- E.3.0 PAYMENT
- E.3.1 Payment will be based on the Government inspection results.
- E.3.2 Payment will be made on completed units for the actual number of acres treated as listed in the task order, inspected and accepted by the Government, minus the adjustment in payment based on the WQP, if any. An adjustment of 5 percent will be added to the WQP for those units achieving 95 percent before rework. If the WQP equals or exceeds 95 percent before rework, full payment (100 percent) will be made for the number of acres inspected and accepted by the Government on the completed units.
- E.3.3 Subitems A, B, C, and M - Units achieving a WQP of 90-94 before rework, and units achieving a WQP of 90 to 100 after rework (if allowed) will be paid at that percentage rate.
- E.3.4 Subitem G - Units achieving a WQP of 93-94 before rework, and units achieving a WQP of 93 to 100 after rework (if allowed) will be paid at that percentage rate.
- E.3.5 All other Subitems - Units achieving a WQP of 85 to 94 before rework, units achieving a WQP of 85-100 after rework (if allowed) will be paid at that percentage rate.
- E.3.6 If units are accepted which do not meet the required AQL, payment will be made at a rate determined by multiplying the actual WQP by the bid price. Continued failure to meet the AQL may be grounds for termination for default.
- E.3.7 The Contractor will be paid only for acres and treatments by level of difficulty ordered by the Government.
- E.3.8 Payment Schedule
- E.3.8.1 *Subitems A, B, C, D, E, F, G, J, K and M - Levels of Difficulty* Payment will be made at the unit price bid for the Level (as shown below) times the acres treated as shown on the task order, less the payment adjustment factor if any.

LEVEL I Treatment Price/Acre = Price/Acre

LEVEL II Treatment Price/Acre X 120% = Price/Acre

LEVEL III Treatment Price/Acre X 140% = Price/Acre

LEVEL IV Treatment Price/Acre X 160% = Price/Acre

E.3.8.2 *Subitems H, I and L* - Payment will be made at the unit price bid for that Level of Difficulty times the acres treated as shown on the task order, less the payment adjustment factor, if any.

E.3.9 Measurement of Treatment Areas

E.3.9.1 Individual treatment areas will be identified within units. Acres will be calculated using a combination of aerial photograph interpretation and established field measurement methods.

E.3.9.2 The acreage for the purpose of payment is measured on the horizontal plane.

E.3.9.3 Roads do not require treatment and have been excluded from the unit acreage to be measured and paid for under the contract. Average widths of roads are estimated to be 20 feet throughout the project.

E.3.10 Remeasurement of Treatment Areas

E.3.10.1 The Contractor may, at any time during the course of the contract, request remeasurement of any treatment area if he feels that the acreage stated in the contract and on the project maps is incorrect. This request must be made in writing to the COR.

E.3.10.2 If remeasurement indicates that a variance of 5 percent or less exists, the Contractor will pay for the actual cost of the remeasurement. Payment for the treatment area will be based on the acreage stated in the contract.

E.3.10.3 If remeasurement indicates that the actual acreage variance is more than 5 percent of that shown in the contract, payment for the treatment area will be based on the remeasured acreage. The cost for remeasurement will be incurred by the Government.

SECTION F - DELIVERIES OR PERFORMANCE

F.1.0 TASK ORDERS

Task orders may be placed throughout the contract by the CO at the prices listed on the Schedule of Items. COs for agencies identified on the Schedule of Items may also place orders. The CO will consider price and past performance on this and previous contracts in determining placement of task orders. The level of difficulty for each item of work ordered will be determined by the Government in accordance with the definitions in Section C.2.0.

F.2.0 PERFORMANCE TIME

The Contractor shall begin work within three (3) calendar days from the effective date of the notice to proceed for each task order issued. The Contractor shall continue performance of the work under the contract without delay or interruption except by causes beyond his control as defined by contract clauses, or by the receipt of a "Suspend Work Order" issued by the Government. Failure to do so may be cause for action under the "Default" clause. The Contractor shall complete all work required within the time specified in the task order.

F.3.0 PROGRESS PLAN

F.3.1 At the task order prework conference, the Contractor shall provide to the COR a written "work progress plan" that details his proposed work force and schedule to provide for orderly completion of the work within the task order performance time. This work schedule must be acceptable to the Government. At a minimum, the schedule should reflect a work progress rate equal to the available amount of performance time. The unit sequence work schedule will be determined by the COR and may be subject to change because of normal variations in weather conditions at no change in performance time or price.

F.3.2 Bid Subitem B.

- a. The work schedule will be used as a guide to measure the Contractor's performance as well as to calculate the rate of tree deliveries required to meet planting needs. If, for reasons other than adverse weather conditions, the Contractor fails to maintain his work schedule on plantable areas and the delivered trees must be destroyed because of exposure or excessive storage time, the Contractor shall be liable for the Government's full cost of the destroyed trees. That cost will be equal to the current nursery selling price, plus delivery.
- b. Work shall progress in accordance with the established schedule. If the Contractor's progress falls behind twenty (20) per cent of the established work schedule, the Contractor's right to proceed may be terminated for default if satisfactory progress is not attained within three (3) working days after receipt by the Contractor of a written notice of deficient performance.

SECTION G - CONTRACT ADMINISTRATION DATA

G.1.0 CONTRACTING OFFICER'S REPRESENTATIVE DEFINITION

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

G.2.0 PROJECT INSPECTOR DEFINITION

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

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

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

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

G.4.0 NOTICE TO PROCEED

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

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

SECTION H - SPECIAL CONTRACT REQUIREMENTS

H.1.0 WORK HOURS

No work shall be done on Saturday or Sunday unless mutually agreed upon by the Contractor and the Contracting Officer. 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, except for chainsaw work within a marbled murrelet zone. Refer to C.5.15 regarding specific work restrictions and the Endangered Species Act.

H.2.0 PROSECUTION OF THE WORK

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

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

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

H.3.0 ENVIRONMENTAL INTERRUPTION OF WORK

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

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

H.4.0 PRESERVATION OF HISTORICAL AND ARCHEOLOGICAL RESOURCES

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

H.5.0 SUBCONTRACTS

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

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

H.6.0 RESTORATION OF RESOURCES

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

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

H.7.0 FIRE DANGER SEASON

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

H.8.0 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.

H.9.0 MIGRANT SEASONAL AGRICULTURAL WORKERS PROTECTION ACT REGISTRATION

H.9.1 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.

H.9.2 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.

H.10.0 OREGON FARM/FOREST LABOR CONTRACTOR'S LICENSE

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

Information on obtaining this license may be obtained from:

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

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

H.11.0 IMPROPER DISPOSAL OF GOVERNMENT-FURNISHED MATERIAL

H.11.1 Improper disposal includes, but is not limited to, the wrongful ditching, hiding or burying of Government-furnished material (GFM). The Government may, by issuance of a written order, suspend the Contractor's right to proceed for improper disposal of GFM. The Contractor may be required to remove from the contract site any individuals involved in the improper disposal of GFM.

H.11.2 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. 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.

H.12.0 PERFORMANCE SECURITY

H.12.1 The successful offeror shall furnish to the Contracting Officer performance security on Standard Form (SF) 25 in the penal sum of 20 percent of the amount of the minimum guarantee (\$30,000). The security shall be submitted within ten (10) days after receipt of written notification of award.

H.12.2 Performance security may be in the form of a corporate or an individual surety, certified or cashier's check, bank draft, postal money order, irrevocable letter of credit, currency or certain bonds or notes of the United States.

H.12.3 Each corporate surety bond, executed by an agent or attorney-in-fact for a corporate surety, is required to have submitted with it a power of attorney specifically naming the agent or attorney-in-fact to represent the corporate surety. The power of attorney shall be executed upon a date reasonably proximate to the date of the bond or shall be

accompanied by a certification of the surety to the effect that the power of attorney was in full force and effect upon a date reasonably proximate to the date of the bond.

- H.12.4 Each individual surety shall be submitted in accordance with Clause 52.228-11, Pledge of Assets.
- H.12.5 Certified or cashier's checks, bank drafts, postal money orders, and certain bonds or notes of the United States shall be drawn payable to the Bureau of Land Management (BLM) and reference the applicable contract number. Securities or currency may be deposited by the BLM in the U.S. Treasury. Irrevocable letters of credit (ILC) shall be issued by a federally-insured financial institution in the name of the contracting agency and which identify the agency and solicitation or contract number for which the ILC is provided (see clause 52.228-14).
- H.12.6 Performance security shall be maintained through date of final payment, except for the security interest in the individual surety (lien on real property or personal property in escrow) and ILCs, which both shall be maintained for 90 days following final payment or until completion of any warranty period, whichever is later.

H.13.0 TASK ORDER OMBUDSMAN

1510-52.216-70 - The task order contract ombudsman for this contract is: Robert E. Heaton, Bureau of Land Management, Oregon State Office (952), 333 S.W. First Avenue, 4th floor, Portland, Oregon 97204; mailing address P.O. Box 2965, Portland, OR 97208-2965; telephone number 503-808-6216; facsimile number 503-808-6312; and e-mail address Robert_Heaton @or.blm.gov. In accordance with FAR 16.505(b)(4), the ombudsman shall review complaints from contractors regarding contracts awarded under this solicitation. Failure of an agency to follow ombudsman advice may result in termination of the agency's authority to place orders.

SECTION I - SERVICE CLAUSES (current through Federal Acquisition Circular 01-07)

* Asterisked clauses are included in full text.

52.202-1*	Definitions	(DEC 2001)
52.203-3	Gratuities	(APR 1984)
52.203-5	Covenant Against Contingent Fees	(APR 1984)
52.203-6	Restrictions on Subcontractor Sales to the Government	(JUL 1995)
52.203-7	Anti-Kickback Procedures	(JUL 1995)
52.203-8	Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity	(JAN 1997)
52.203-10	Price or Fee Adjustment for Illegal or Improper Activity	(JAN 1997)
52.203-12	Limitation on Payments to Influence Certain Federal Transactions (Applicable to contracts exceeding \$100,000)	(JUN 1997)
52.204-4	Printed or Copied Double-Sided on Recycled Paper	(AUG 2000)
52.209-6	Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment	(JUL 1995)
52.214-26	Audit and Records - Sealed Bidding	(OCT 1997)
52.214-27	Price Reduction for Defective Cost or Pricing Data - Modifications - Sealed Bidding	(OCT 1997)
52.214-28	Subcontractor Cost or Pricing Data - Modifications - Sealed Bidding.	(OCT 1997)
52.214-29*	Order of Precedence - Sealed Bidding	(JAN 1986)
52.216-18*	Ordering	(OCT 1995)
52.216-19*	Ordering Limitations	(OCT 1995)
52.216-22*	Indefinite Quantity	(OCT 1995)
52.219-6	Notice of Total Small Business Set-Aside (Applicable if so noted on Schedule of Items.)	(JUL 1996)
52.219-8	Utilization of Small Business Concerns	(OCT 2000)
52.219-14*	Limitations on Subcontracting (Applicable only if project is set aside for small businesses.)	(DEC 1996)
52.222-3	Convict Labor	(AUG 1996)
52.222-4	Contract Work Hours and Safety Standards Act - Overtime Compensation	(SEP 2000)
52.222-21	Prohibition of Segregated Facilities	(FEB 1999)
52.222-26	Equal Opportunity	(APR 2002)
52.222-35	Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era and Other Eligible Veterans	(DEC 2001)
52.222-36	Affirmative Action for Workers with Disabilities	(JUN 1998)
52.222-37	Employment Reports on Special Disabled Veterans, Veterans of the Vietnam Era and Other Eligible Veterans	(DEC 2001)
52.222-41	Service Contract Act of 1965, as Amended	(MAY 1989)
52.222-42*	Statement of Equivalent Rates for Federal Hires	(MAY 1989)
52.222-44	Fair Labor Standards Act and Service Contract Act-Price Adjustment	(FEB 2002)
52.223-6	Drug-Free Workplace	(MAR 2001)
52.223-14	Toxic Chemical Release Reporting (Applicable if contract exceeds \$100,000.)	(OCT 1996)

52.225-1	Buy American Act - Supplies	(MAY 2002)
52.225-13	Restrictions on Certain Foreign Purchases	(JUL 2000)
52.227-1	Authorization and Consent	(JUL 1995)
52.227-2	Notice and Assistance Regarding Patent and Copyright Infringement	(AUG 1996)
52.228-1*	Bid Guarantee (Applicable if bonds required. See Schedule of Items.)	(SEP 1996)
52.228-5	Insurance-Work on a Government Installation (Applicable if DIAR 1452.228-70 is included.)	(JAN 1997)
52.228-2	Additional Bond Security (Applicable if bonds required. See Schedule of Items.)	(OCT 1997)
52.228-11*	Pledges of Assets (Applicable if bonds required. See Schedule of Items.)	(FEB 1992)
52.228-14	Irrevocable Letter of Credit (Applicable if bonds required. See Schedule of Items.)	(DEC 1999)
52.229-3	Federal, State, and Local Taxes	(JAN 1991)
52.229-5	Taxes - Contracts Performed in U.S. Possessions or Puerto Rico	(APR 1984)
52.232-1*	Payments	(APR 1984)
52.232-8	Discounts for Prompt Payment	(FEB 2002)
52.232-9	Limitation on Withholding of Payments	(APR 1984)
52.232-11	Extras	(APR 1984)
52.232-17	Interest	(JUN 1996)
52.232-23	Assignment of Claims	(JAN 1986)
52.232-25*	Prompt Payment	(FEB 2002)
52.232-34*	Payment by Electronic Funds Transfer - Other Than Central Contractor Registration	(MAY 1999)
52.233-1*	Disputes -- Alternate I (DEC 1991)	(DEC 1998)
52.233-3	Protest After Award	(AUG 1996)
52.236-6*	Superintendence by the Contractor	(APR 1984)
52.236-7*	Permits and Responsibilities	(NOV 1991)
52.242-13	Bankruptcy	(JUL 1995)
52.242-14*	Suspension of Work	(APR 1984)
52.243-1*	Changes - Fixed-Price (AUG 1987) -- Alternate I	(APR 1984)
52.244-6	Subcontracts for Commercial Items	(MAR 2001)
52.245-4*	Government-Furnished Property (Short Form)	(APR 1984)
52.246-25	Limitation of Liability - Services	(FEB 1997)
52.248-1	Value Engineering	(FEB 2000)
52.249-4*	Termination for Convenience of the Government (Services) (Short form)	(APR 1984)
52.249-8*	Default (Fixed-Price Supply and Service)	(APR 1984)
52.252-2*	Clauses Incorporated by Reference	(FEB 1998)
52.253-1	Computer Generated Forms	(JAN 1991)
1452.203-70	Restriction on Endorsements - Department of the Interior	(JUL 1996)
1452.228-70*	Liability Insurance -- Department of the Interior	(JUL 1996)

SECTION I - CONTRACT CLAUSES

52.202-1 DEFINITIONS

(DEC 2001)

(a) Agency head or head of the agency means the Secretary (Attorney General, Administrator, Governor, Chairperson, or other chief official, as appropriate) of the agency, unless otherwise indicated, including any deputy or assistant chief official of the executive agency.

(e) Contracting Officer means a person with the authority to enter into, administer, and/or terminate contracts and make related determinations and findings. The term includes certain authorized representatives of the Contracting Officer acting within the limits of their authority as delegated by the Contracting Officer.

52.214-29 ORDER OF PRECEDENCE - SEALED BIDDING

(JAN 1986)

Any inconsistency in this solicitation or contract shall be resolved by giving precedence in the following order: (a) the Schedule (excluding the specifications); (b) representations and other instructions; (c) contract clauses; (d) other documents, exhibits, and attachments; and (e) the specifications.

52.216-18 ORDERING

(OCT 1995)

(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued for 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, or by facsimile, or by electronic commerce methods only if authorized in the Schedule.

52.216-19 ORDER LIMITATIONS

(OCT 1995)

(a) Minimum order. When the Government requires supplies or services covered by this contract in an amount of less than \$12,000, the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.

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

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

(2) Any order for a combination of items in excess of (See Schedule).

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

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

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

52.216-22 INDEFINITE QUANTITY.

(OCT 1995)

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

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

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

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

52.219-14 LIMITATIONS ON SUBCONTRACTING

(DEC 1996)

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

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

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

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

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

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

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

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

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

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

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

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

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

(c) The amount of the bid guarantee shall be not less than 20 percent of the minimum guarantee (\$30,000).

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

(e) In the event the contract is terminated for default, the bidder is liable for any cost of acquiring the work that exceeds the amount of its bid, and the bid guarantee is available to offset the difference.

52.228-11 PLEDGES OF ASSETS

(FEB 1992)

(Applicable if bonds required. See Schedule of Items.)

(a) Offerors shall obtain from each person acting as an individual surety on a bid guarantee, a performance bond, or a payment bond-

- (1) Pledge of assets; and
- (2) Standard Form 28, Affidavit of Individual Surety.

(b) Pledges of assets from each person acting as an individual surety shall be in the form of-

(1) Evidence of an escrow account containing cash, certificates of deposit, commercial or Government securities, or other assets described in FAR 28.203-2 (except see 28.203-2(b)(2) with respect to Government securities held in book entry form) and/or;

(2) A recorded lien on real estate. The offeror will be required to provide-

(i) Evidence of title in the form of a certificate of title prepared by a title insurance company approved by the United States Department of Justice. This title evidence must show fee simple title vested in the surety along with any concurrent owner; whether any real estate taxes are due and payable; and any recorded encumbrances against the property, including the lien filed in favor of the Government as required by FAR 28.203-3(d);

(ii) Evidence of the amount due under any encumbrance shown in the evidence of title;

(iii) A copy of the current real estate tax assessment of the property or a current appraisal dated no earlier than 6 months prior to the date of the bond, prepared by a professional appraiser who certifies that the appraisal has been conducted in accordance with the generally accepted appraisal standards as reflected in the Uniform Standards of Professional Appraisal Practice, as promulgated by the Appraisal Foundation.

52.232-1 PAYMENTS

(APR 1984)

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

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

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

52.232-25 PROMPT PAYMENT (Asterisks indicate omitted material.) (FEB 2002)

Notwithstanding any other payment clause in this contract, the Government will make invoice payments under the terms and conditions specified in this clause. The Government considers payment as being made on the day a check is dated or the date of an electronic funds transfer.

Definitions of pertinent terms are set forth in sections 2.101, 32.001, and 32.902 of the Federal Acquisition Regulation. All days referred to in this clause are calendar days, unless otherwise specified. (However, see paragraph (a)(4) of this clause concerning payments due on Saturdays, Sundays, and legal holidays.)

(a) Invoice Payments

(1) Due Date.

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

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

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

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

(2)(ii) If the contract does not require submission of an invoice for payment (e.g., periodic lease payments), the due date will be as specified in the contract.

(3) Contractor's invoice. The Contractor shall prepare and submit invoices to the designated billing office specified in the contract. A proper invoice must include the items listed in paragraphs (a)(3)(i) through (a)(3)(x) of this clause. If the invoice does not comply with these requirements, the designated billing office will return it within 7 days after receipt (3 days for meat, meat food products, or fish; 5 days for perishable agricultural commodities, dairy products, edible fats or oils, and food products prepared from edible fats or oils), with the reasons why it is not a proper invoice. The Government will take into account untimely notification when computing any interest penalty owed the Contractor.

(i) Name and address of the Contractor.

(ii) Invoice date and invoice number. (The Contractor should date invoices as close as possible to the date of the mailing or transmission.)

(iii) Contract number or other authorization for supplies delivered or services performed (including order number and contract line item number).

(iv) Description, quantity, unit of measure, unit price, and extended price of supplies delivered or services performed.

(v) Shipping and payment terms (e.g., shipment number and date of shipment, discount for prompt payment terms). Bill of lading number and weight of shipment will be shown for shipments on Government bills of lading.

(vi) Name and address of Contractor official to whom payment is to be sent (must be the same as that in the contract or in a proper notice of assignment).

(vii) Name (where practicable), title, phone number, and mailing address of person to notify in the event of a defective invoice.

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

(ix) Electronic Funds Transfer (EFT) banking information

(A) The Contractor shall include EFT banking information on the invoice only if required elsewhere in this contract.

(B) If EFT banking information is not required to be on the invoice, in order for the invoice to be a proper invoice, the Contractor shall have submitted correct EFT banking information in accordance with the applicable solicitation provision (e.g., 52.232-38, Submission of Electronic Funds Transfer Information with Offer), contract clause (e.g., 52.232-33, Payment by Electronic Funds Transfer - Central Contractor Registration, or 52.232-34, Payment by Other Than Electronic Funds Transfer - Other Than Central Contractor Registration), or applicable agency procedures.

(C) EFT banking information is not required if the Government waived the requirement to pay by EFT.

(x) Any other information or documentation required by the contract (e.g., evidence of shipment).

(4) Interest penalty. The designated payment office will pay an interest penalty automatically without request from the contractor, if payment is not made by the due date and the conditions listed in paragraphs (a)(4)(i) through (a)(4)(iii) of this clause are met, if applicable. However, when the due date falls on a Saturday, Sunday, or legal holiday, the designated payment office may make payment on the following working day without incurring a late payment interest penalty.

(i) The designated billing office received a proper invoice.

(ii) The Government processed a receiving report or other Government documentation authorizing payment, and there was no disagreement over quantity, quality, or contractor compliance with any contract term or condition.

(iii) In the case of a final invoice for any balance of funds due the Contractor for supplies delivered or services performed, the amount was not subject to further contract settlement actions between the Government and the Contractor.

(5) Computing penalty amount. The Government will compute the interest penalty in accordance with the Office of Management and Budget prompt payment regulations at 5 CFR part 1315.

(i) For the sole purpose of computing an interest penalty that might be due the contractor, Government acceptance is deemed to occur constructively on the 7th day (unless otherwise specified in this contract) after the Contractor delivers the supplies or performs the services in accordance with the terms and conditions of the contract, unless there is a disagreement over quantity, quality, or Contractor compliance with a contract provision. If actual acceptance occurs within the constructive acceptance period, the Government will base the determination of an interest penalty on the actual date of acceptance. The constructive acceptance requirement does not, however, compel Government officials to accept supplies or services, perform contract administration functions, or make payment prior to fulfilling their responsibilities.

(b) Contract Financing Payment. If this contract provides for contract financing, the Government will make contract financing payments in accordance with the applicable contract financing clause.

(c) Fast payment procedure due dates. If this contract contains the clause at 52.213-1, Fast Payment Procedure, payments will be made within 15 days after the date of receipt of the invoice.

(d) Overpayments. If the Contractor becomes aware of a duplicate payment or that the Government has otherwise overpaid on an invoice payment, the Contractor shall immediately notify the Contracting Officer and request instructions for disposition of the overpayment.

52.232-34 PAYMENT BY ELECTRONIC FUNDS TRANSFER-- (MAY 1999)
OTHER THAN CENTRAL CONTRACTOR REGISTRATION

(a) Method of payment.

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

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

- (i) Accept payment by check or some other mutually agreeable method of payment; or
- (ii) Request the Government to extend payment due dates until such time as the Government makes payment by EFT (but see paragraph (d) of this clause).

(b) Mandatory submission of Contractor's EFT information.

(1) The Contractor is required to provide the Government with the information required to make payment by EFT (see paragraph (j) of this clause). The Contractor shall provide this information directly to the office designated in this contract to receive that information (hereafter: "designated office") by no later than 15 days prior to submission of the first request for payment. If not otherwise specified in this contract, the payment office is the designated office for receipt of the Contractor's EFT information. If more than one designated office is named for the contract, the Contractor shall provide a separate notice to each office. In the event that the EFT information changes, the Contractor shall be responsible for providing the updated information to the designated office(s).

(2) If the Contractor provides EFT information applicable to multiple contracts, the Contractor shall specifically state the applicability of this EFT information in terms acceptable to the designated office. However, EFT information supplied to a designated office shall be applicable only to contracts that identify that designated office as the office to receive EFT information for that contract.

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

(d) Suspension of payment.

(1) The Government is not required to make any payment under this contract until after receipt, by the designated office, of the correct EFT payment information from the Contractor.

Until receipt of the correct EFT information, any invoice or contract financing request shall be deemed not to be a proper invoice for the purpose of prompt payment under this contract. The prompt payment terms of the contract regarding notice of an improper invoice and delays in accrual of interest penalties apply.

(2) If the EFT information changes after submission of correct EFT information, the Government shall begin using the changed EFT information no later than 30 days after its receipt by the designated office to the extent payment is made by EFT. However, the Contractor may request that no further payments be made until the updated EFT information is implemented by the payment office. If such suspension would result in a late payment under the prompt payment terms of this contract, the Contractor's request for suspension shall extend the due date for payment by the number of days of the suspension.

(e) Liability for uncompleted or erroneous transfers.

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

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

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

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

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

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

(g) EFT and assignment of claims. If the Contractor assigns the proceeds of this contract as provided for in the assignment of claims terms of this contract, the Contractor shall require as a condition of any such assignment, that the assignee shall provide the EFT information required by paragraph (j) of this clause to the designated office, and shall be paid by EFT in accordance with the terms of this clause. In all respects, the requirements of this clause shall apply to the assignee as if it were the Contractor. EFT information that shows the ultimate recipient of the transfer to be other than the Contractor, in the absence of a proper assignment of claims acceptable to the Government, is incorrect EFT information within the meaning of paragraph (d) of this clause.

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

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

(j) EFT information. The Contractor shall provide the following information to the designated office. The Contractor may supply this data for this or multiple contracts (see paragraph (b) of this clause). The Contractor shall designate a single financial agent per contract capable of receiving and processing the EFT information using the EFT methods described in paragraph (c) of this clause.

(1) The contract number (or other procurement identification number).

(2) The Contractor's name and remittance address, as stated in the contract(s).

(3) The signature (manual or electronic, as appropriate), title, and telephone number of the Contractor official authorized to provide this information.

(4) The name, address, and 9-digit Routing Transit Number of the Contractor's financial agent.

(5) The Contractor's account number and the type of account (checking, saving, or lockbox).

(6) If applicable, the Fedwire Transfer System telegraphic abbreviation of the Contractor's financial agent.

(7) If applicable, the Contractor shall also provide the name, address, telegraphic abbreviation, and 9-digit Routing Transit Number of the correspondent financial institution receiving the wire transfer payment if the Contractor's financial agent is not directly on-line to the Fedwire Transfer System; and, therefore, not the receiver of the wire transfer payment.

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

(DEC 1998)

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

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

(c) "Claim," as used in this clause, means a written demand or written assertion by one of the contracting parties seeking, as a matter of right, the payment of money in a sum certain, the adjustment or interpretation of contract terms, or other relief arising under or relating to this contract. A claim arising under a contract, unlike a claim relating to that contract, is a claim that can be resolved under a contract clause that provides for the relief sought by the claimant. However, a written demand or written assertion by the Contractor seeking the payment of money exceeding \$100,000 is not a claim under the Act until certified as required by subparagraph

(d)(2) of this clause. A voucher, invoice, or other routine request for payment that is not in dispute when submitted is not a claim under the Act. The submission may be converted to a claim under the Act, by complying with the submission and certification requirements of this clause, if it is disputed either as to liability or amount or is not acted upon in a reasonable time.

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

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

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

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

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

(e) For Contractor claims of \$50,000 or less, the Contracting Officer must, if requested in writing by the Contractor, render a decision within 60 days of the request. For Contractor-certified claims over \$50,000, the Contracting Officer must, within 60 days, decide the claim or notify the Contractor of the date by which the decision will be made.

(f) The Contracting Officer's decision shall be final unless the Contractor appeals or files a suit as provided in the Act.

(g) If the claim by the Contractor is submitted to the Contracting Officer or a claim by the Government is presented to the Contractor, the parties, by mutual consent, may agree to use alternate disputes resolution (ADR). If the Contractor refuses an offer for ADR, the Contractor shall inform the Contracting Officer, in writing, of the Contractor's specific reasons for rejecting the offer.

(h) The Government shall pay interest on the amount found due and unpaid from (1) the date the Contracting Officer receives the claim (certified, if required); or (2) the date that payment otherwise would be due, if that date is later, until the date of payment. With regard to claims having defective certifications, as defined in (FAR) 48 CFR 33.201, interest shall be paid from the date that the Contracting Officer initially receives the claim. Simple interest on claims shall be paid at the rate, fixed by the Secretary of the Treasury as provided in the Act, which is applicable to the period during which the Contracting Officer receives the claim and then at the rate applicable for each 6-month period as fixed by the Treasury Secretary during the pendency of the claim.

(i) The Contractor shall proceed diligently with performance of this contract, pending final resolution of any request for relief, claim, appeal, or action arising under or relating to the contract, and comply with any decision of the Contracting Officer.

52.236-6 SUPERINTENDENCE BY THE CONTRACTOR

(APR 1984)

At all times during performance of this contract and until the work is completed and accepted, the Contractor shall directly superintend the work or assign and have on the work a competent superintendent who is satisfactory to the Contracting Officer and has authority to act for the Contractor.

52.236-7 PERMITS AND RESPONSIBILITIES

(NOV 1991)

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

52.242-14 SUSPENSION OF WORK

(APR 1984)

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

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

(c) A claim under this clause shall not be allowed (1) for any costs incurred more than 20 days before the Contractor shall have notified the Contracting Officer in writing of the act or failure to act involved (but this requirement shall not apply as to a claim resulting from a suspension order), and (2) unless the claim, in an amount stated, is asserted in writing as soon as practicable after the termination of the suspension, delay, or interruption, but not later than the date of final payment under the contract.

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

(a) The Contracting Officer may at any time, by written order, and without notice to the sureties, if any, make changes within the general scope of this contract in any one or more of the following:

- (1) Description of services to be performed.
- (2) Time of performance (i.e. hours of the day, days of the week, etc.).
- (3) Place of performance of the services.

(b) If any such change causes an increase or decrease in the cost of, or the time required for, performance of any part of the work under this contract, whether or not changed by the order, the Contracting Officer shall make an equitable adjustment in the contract price, the delivery schedule, or both, and shall modify the contract.

(c) The Contractor must assert its right to an adjustment under this clause within 30 days from the date of receipt of the written order. However, if the Contracting Officer decides that the facts justify it, the Contracting Officer may receive and act upon a proposal submitted before final payment of the contract.

(d) If the Contractor's proposal includes the cost of property made obsolete or excess by the change, the Contracting Officer shall have the right to prescribe the manner of the disposition of the property.

(e) Failure to agree to any adjustment shall be a dispute under the Disputes clause. However, nothing in this clause shall excuse the Contractor from proceeding with the contract as changed.

52.245-4 GOVERNMENT-FURNISHED PROPERTY (SHORT FORM) (APR 1984)

(a) The Government shall deliver to the Contractor, at the time and locations stated in this contract, the Government-furnished property described in the Schedule or specifications. If that property, suitable for its intended use, is not delivered to the Contractor, the Contracting Officer shall equitably adjust affected provisions of this contract in accordance with the Changes clause when -

- (1) The Contractor submits a timely written request for an equitable adjustment; and
- (2) The facts warrant an equitable adjustment.

(b) Title to Government-furnished property shall remain in the Government. The Contractor shall use the Government-furnished property only in connection with this contract. The Contractor shall maintain adequate property control records in accordance with sound industrial practice and will make such records available for Government inspection at all reasonable times, unless the clause at Federal Acquisition Regulation 52.245-1, Property Records, is included in this contract.

(c) Upon delivery of Government-furnished property to the Contractor, the Contractor assumes the risk and responsibility for its loss or damage, except -

- (1) For reasonable wear and tear;
- (2) To the extent property is consumed in performing this contract; or
- (3) As otherwise provided for by the provisions of this contract.

(d) Upon completing this contract, the Contractor shall follow the instructions of the Contracting Officer regarding the disposition of all Government-furnished property not consumed in performing this contract or previously delivered to the Government. The Contractor shall prepare for shipment, deliver f.o.b. origin, or dispose of the Government property, as may be directed or authorized by the Contracting Officer. The net proceeds of any such disposal shall be credited to the contract price or shall be paid to the Government as directed by the Contracting Officer.

(e) If this contract is to be performed outside the United States of America, its territories, or possessions, the words "Government" and "Government-furnished" (wherever they appear in this clause) shall be construed as "United States Government" and "United States Government-furnished," respectively.

52.249-4 TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (SERVICES) (SHORT FORM) (APR 1984)

The Contracting Officer, by written notice, may terminate this contract, in whole or in part, when it is in the Government's interest. If this contract is terminated, the Government shall be liable only for payment under the payment provisions of this contract for services rendered before the effective date of termination.

52.249-8 DEFAULT (FIXED-PRICE SUPPLY AND SERVICE) (APR 1984)

(a) (1) The Government may, subject to paragraphs (c) and (d) below, by written notice of default to the Contractor, terminate this contract in whole or in part if the Contractor fails to -

(i) Deliver the supplies or to perform the services within the time specified in this contract or any extension;

(ii) Make progress, so as to endanger performance of this contract (but see subparagraph (a)(2) below); or

(iii) Perform any of the other provisions of this contract (but see subparagraph (a)(2) below).

(2) The Government's right to terminate this contract under subdivisions (1)(ii) and (1)(iii) above, may be exercised if the Contractor does not cure such failure within 10 days (or more if authorized in writing by the Contracting Officer) after receipt of the notice from the Contracting Officer specifying the failure.

(b) If the Government terminates this contract in whole or in part, it may acquire, under the terms and in the manner the Contracting Officer considers appropriate, supplies or services similar to those terminated, and the Contractor will be liable to the Government for any excess costs for those supplies or services. However, the Contractor shall continue the work not terminated.

(c) Except for defaults of subcontractors at any tier, the Contractor shall not be liable for any excess costs if the failure to perform the contract arises from causes beyond the control and without the fault or negligence of the Contractor. Examples of such causes include (1) acts of God or of the public enemy, (2) acts of the Government in either its sovereign or contractual capacity, (3) fires, (4) floods, (5) epidemics, (6) quarantine restrictions (7) strikes, (8) freight embargoes, and (9) unusually severe weather. In each instance the failure to perform must be beyond the control and without the fault or negligence of the Contractor.

(d) If the failure to perform is caused by the default of a subcontractor at any tier, and if the cause of the default is beyond the control of both the Contractor and subcontractor, and without the fault or negligence of either, the Contractor shall not be liable for any excess costs for failure to perform, unless the subcontracted supplies or services were obtainable from other sources in sufficient time for the Contractor to meet the required delivery schedule.

(e) If this contract is terminated for default, the Government may require the Contractor to transfer title and deliver to the Government, as directed by the Contracting Officer, any (1) completed supplies, and (2) partially completed supplies and materials, parts, tools, dies, jigs, fixtures, plans, drawings, information, and contract rights (collectively referred to as A manufacturing materials@ in this clause) that the Contractor has specifically produced or acquired for the terminated portion of this contract. Upon direction of the Contracting Officer, the Contractor shall also protect and preserve property in its possession in which the Government has an interest.

(f) The Government shall pay contract price for completed supplies delivered and accepted. The Contractor and Contracting Officer shall agree on the amount of payment for manufacturing materials delivered and accepted and for the protection and preservation of the property. Failure to agree will be a dispute under the Disputes clause. The Government may withhold from these amounts any sum the Contracting Officer determines to be necessary to protect the Government against loss because of outstanding liens or claims of former lien holders.

(g) If, after termination, it is determined that the Contractor was not in default, or that the default was excusable, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of the Government.

(h) The rights and remedies of the Government in this clause are in addition to any other rights and remedies provided by law or under this contract.

52.252-2 CLAUSES INCORPORATED BY REFERENCE

(FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this address:

www.arnet.gov/far

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:

\$300,000 each person
\$300,000 each occurrence
\$300,000 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.

SECTION J - LIST OF ATTACHMENTS

WAGE DETERMINATION

SAMPLE TASK ORDER

SAMPLE TASK ORDER VICINITY MAP

SAMPLE TASK ORDER PROJECT MAPS

FIRE REQUIREMENTS