

**AWARD DATA**

Orders May Be Placed Through July 19, 2011

Mechanical Fuels Treatment, Multiple-Award, Indefinite-Delivery, Indefinite-Quantity

Ordering Agencies:

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

Ordering procedures:

Task orders are to be placed based on price and past performance.

After performance history has been established, both price and past performance, including local hiring practices, for all contracts must be considered prior to placement of each task order (see FAR 16.505 and contract clause F.2.0). BLM's past performance evaluations are set forth in the following table. Maximum order limitations (MOLs) for each contractor are shown below. Prices on task orders should be compared by subitem, since awards were made by subitem and not all contractors received award on all subitems.

<p>BLM Contract HAC065F00, Item E DL Reforestation 3067 Ingalls Dr. White City, OR 97503 Contact: Domingo Lopez, 541-621-8616 MOL is \$100,000/task order 30-day MOL is \$250,000 *Outstanding</p>	<p>BLM Contract No. HAC065G00, Item E M &amp; N Reforestation 1736 S. Holly St. Medford, OR 97501 Contact: Martin Lopez, 541-776-5796 MOL is \$100,000/task order 30-day MOL is \$250,000 *Excellent</p>
<p>BLM Contract No. HAC065H00, Items A, B, G, H &amp; J Kornish Forest Contracting Inc. 150 Mountain View Drive Gilchrist, OR 97737 Contact: David Kornish, 541-433-2028 MOL is \$500,000/task order 30-day MOL is \$500,000 *Outstanding</p>	<p>BLM Contract No. HAC065J00, Items A, C, D, F, H &amp; J Quicksilver Contracting Co. 64672 Cook Ave., Suite 2 #99 Bend, OR 97701 Contact: John Williams, 541-382-3653 MOL is \$500,000/task order 30-day MOL is \$1,000,000 *Good</p>
<p>BLM Contract No. HAC065K00, Items G Charles O. Messner P.O. Box 60 Adel, OR 97620 Contact: Charles Messner, 541-947-5526 MOL is \$50,000/task order 30-day MOL is \$50,000 *Outstanding</p>	

For wage determination, missing items from Section J and contractors' technical approach, contact:  
Jessica Clark at 503-808-6226

All amendments have been incorporated into text.

Past performance definitions:

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

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

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

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

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

Attendees - A Pre-Bid tour was held at the BLM Klamath Falls Resource Area Office in Klamath Falls, OR on June 15, 2006. Representatives from the following contractors attended the meeting:

H & S Contracting Inc.  
Swaggart Enterprises  
P.F. Pepiot Contracting  
Agency Lake Farms

Paschke Tree Felling  
Clear Pacific  
Washburn Grove Mgmt.  
Mechanical Fuels Treatment

**QUESTIONS AND ANSWERS:**

**Q1. Is there a limit to the size on the shear used on Sub-Item A, (Mechanical Severing and Piling)?**

Yes, the width of the machine, not the cutting device itself. The machine must be sufficient to cut material that is 24" DBH or less. See C.3.6.2.

**Q2. Can you use a hot saw?**

Yes, but if fire conditions become elevated, it will be among the first tools to be prohibited.

**Q3. With the minimum guarantee of \$50,000, is that in each work category?**

No, the minimum guarantee refers to any contract that is awarded.

**Q4. So if you do a \$250 thousand job, you get nothing more?**

Not necessarily. The guarantee merely states that each awarded contractor will get at least \$50,000 in work ordered from them during the life of their contract.

**Q5. Will it be just little \$20,000- \$30,000 task orders?**

No, generally they will be bigger.

**Q6. Why is the bid bond so low?**

It is based on the minimum guarantee of \$50,000. Offerors must submit a bid bond worth 20% of the minimum guarantee. 20% of \$50,000 is \$10,000. The bid bond may be converted to a performance bond should an offeror be awarded a contract.

**Q7. Why are both bid bonds and performance bonds required when the BLM has all the money?**

The BLM has determined that for this project it is crucial to award to bonded firms.

**Q8. Can you refuse a task order if you are too busy?**

No. The Contractor must be prepared to perform any task order above the Minimum Order amount (which is \$15,000, as specified in Section I, Clause 52.216-19, Order Limitations) and up to the Maximum Order amount specified by the contractor in their bid (see Section B, "Maximum Order Limitation"). The Contractor may only refuse orders outside those parameters. Please give careful thought to identifying your maximum order limitation. In some cases, the start work date on a given ask order can be negotiated but is determined on a case-by-case basis.

**Q9. Once we receive a task order, when do we start?**

It depends on each task order. In any case, work must begin within seven calendar days of the effective date of the Notice to Proceed for that task order (see F.1.0). All work on that task order must be completed within the performance time given for the order.

**Q10. Is it true that once the bid goes in (per acre), there is no more bidding after contract award?**

Yes, that is correct. The prices at contract award are those that will be used throughout the life of each contract. The only adjustments made will be for any economic price adjustments you enter on your bid for the 2-5 of the contract.

**Q11. Must contractors bid on all levels of a sub-item in order to be considered for each particular type of work?**

Yes.

**Q12. According to mowing (Sub-Item G) specification C.5.8.2, areas not mowed will be piled. Why are these tasks combined in Sub-Item G, Mowing?**

They are not. When Sub-Item G is ordered, only mowing shall be performed. In some rare cases, instead of ordering Sub-Item G, the Government will order piling under Sub-Item C.

**Q13. What is the required width of slashbusting machines (used on Sub-Item B9) that will be used in pine plantations?**

See C.3.6.2(c).

**Q14. How will projects be advertised?**

There will be no further advertisement. Contractors who are awarded the various contract items will be given task orders for work as the Government has the need. On items where more than one contractor has been awarded a contract, the Government will determine who receives the task order based on price and past performance. See F.2.0.

**Q15. Is there a formula for determining past performance?**

No. Evaluation of past performance will involve review of contractor performance on previous task orders and other similar work.

**Q16. How will we be notified of task orders?**

The COR will send you a task order with maps. The contractor shall review, visit the site if necessary, accept the order and begin work after the Notice to Proceed is issued. If you disagree with the levels of difficulty on the order, you must let the COR know as soon as possible.

**Q17. What is the difference between mowing and grinding?**

Mowing is cutting of lighter material such as brush and grass. Grinding refers to cutting of heavier material such as slash or brush over 1" in diameter.

**Q18. Why is crushing (Sub-Item F) included?**

Crushing is the process of grinding up material into the soil. BLM typically does not order this service, but the Forest Service does, therefore was included.

**Q19. What is the likelihood that other agencies will use this contract?**

Fairly likely. The Forest Service will probably use it. Other BLM districts may use it. Though we are uncertain about use by other agencies, any work performed under these contracts must be within the 5 hour commuting distance stated in the contract.

**Q20. Can we use a mulcher instead of a crusher on Sub-Item F?**

As long as it performs to the same standard or better and the equipment is within the parameters specified in C.3.6.4.

**Q21. Isn't it better to mulch the material and leave for the weeds and soil?**

Juniper is the dominant brush species in the area, lasts for years even when mulched and presents a fire hazard when left on top of the soil. Therefore, crushing is the preferred method to deal with brush.

**Q22. When is the bid due date?**

Bids are due July 5<sup>th</sup> at 2 p.m. at the BLM Oregon State Office in Portland. Faxed bids will not be accepted.

**Q23. Comment made that in some older contracts, the work was bid by the hour.**

Yes, but that is not the case in this contract; it is by the acre. Previous contract prices are available on the internet at: [http://www.blm.gov/or/procurement/files/14k\\_throughyr3.xls](http://www.blm.gov/or/procurement/files/14k_throughyr3.xls).

**Q24. Some agencies accept less than what is in the project specs. On this contract, are contractors going to be held to the contract?**

Yes, the contractor must perform in accordance with the specifications. Should a contractor demonstrate poor performance on task orders, the Government may decide to award a task order to another contractor who may have a higher price but better past performance. See F.2.0.

**Q25. Can this contract perform work on private lands?**

Not very often as special conditions must be met to allow work to be done on private lands. Most work will be on BLM, Forest Service and National Park Service administered lands. Private landowners will not issue task orders.

**Q26. Specification C.5.1.6 states that slash must be moved 2 ft. from leave trees. Do we have to rake by hand around the leave tree?**

No, only if there is a large amount next to the tree that can't be done mechanically. Also note C.5.1.7 which states that slash shall be removed at least 10 feet back from the edge of roads and property boundaries.

**Q27. How are the levels of difficulty determined?**

As units are considered for task orders, the Government will take 10th acre plots and figure an average condition for the unit (percent cover, steepness of terrain, density of material, etc.) to determine the appropriate level of difficulty.

**Q28. What if we can't agree on the level?**

Any disagreement about the level should be raised prior to the start work if possible and normally the COR and Contractor will make a mutual decision. If the COR and Contractor cannot come to an agreement, the CO will review information from both sides and render a decision. Any further disagreement the Contractor may have will be dealt with under the Disputes Clause in Section I of the contract (FAR Clause 52.233-1).

**Q29. What determines use of Mechanical Gathering (Sub-item H) instead of Forwarding (Sub-item J)?**

Soil disturbance is the determining factor. Whole trees will be moved to a road or landing. No limbing is required under either Sub-Item H or J.

**Q30. Will there be an amendment to clarify no limbing for the forwarding work (Sub-item J)?**

Yes, it is captured in the notes that whole trees, not limbed trees, will be forwarded.

**Q31. General discussion about fire restrictions.**

All fire requirements are in the contract. Fire liability discussed. If a fire is started during contractor operations, an investigation would be conducted to determine whether the fire was contractor-caused. If yes, the Government will claim against the contractor's liability insurance (as required by this contract under Section I, clause 1452.228-70) to cover damages.

Should fire restrictions prevent work from being performed (fire shut down), the task order performance time will be extended appropriately.

**Q32. Is slashbusting on the Hamaker Unit acceptable given that there are areas where material was left at more than a foot tall?**

If the material over a foot tall is in a rocky area, that rocky area will be considered a no-treatment zone. If material over one foot tall were over the entire unit which was treatable, then the contractor shall have to rework the area.

## SECTION B - SCHEDULE OF ITEMS

This is a five-year indefinite-delivery, indefinite-quantity contract for the hazardous fuel reduction treatments services specified. The prices below will be used to determine the price for each task order. See F.2.0. The quantities listed are the representative proportion of each difficulty level anticipated to be ordered during the life of the contract, for evaluation purposes only. In accordance with Department of the Interior and Related Agencies Appropriation Act, 2001, Public Law 106-291, Contracting Officers from the Bureau of Indian Affairs, Fish and Wildlife Service, National Park Service and USDA, Forest Service are hereby authorized to issue task orders against this contract. Offerors shall enter a unit price for each sub item below and then multiply the unit price by the estimated quantity to obtain the total amount.

<u>SUB</u> <u>ITEM</u>	<u>DESCRIPTION/LEVEL</u> <u>OF DIFFICULTY</u>	<u>EST</u> <u>QTY</u>	<u>UNIT</u> <u>UNIT</u>	<u>UNIT</u> <u>PRICE</u>	<u>TOTAL</u> <u>AMOUNT</u>
A	<u>Mechanical Severing and Piling (track mounted swing)</u>				
A1	Level I	100	AC	\$ _____	\$ _____
A2	Level II	100	AC	\$ _____	\$ _____
A3	Level III	100	AC	\$ _____	\$ _____
A4	Level IV	100	AC	\$ _____	\$ _____
A5	Level V	10	AC	\$ _____	\$ _____
A6	Level VI	10	AC	\$ _____	\$ _____
	Total - Sub-Item A				\$ _____
B	<u>Grinding</u>				
B1	Level I	100	AC	\$ _____	\$ _____
B2	Level II	10	AC	\$ _____	\$ _____
B3	Level III	100	AC	\$ _____	\$ _____
B4	Level IV	100	AC	\$ _____	\$ _____
B5	Level V	100	AC	\$ _____	\$ _____
B6	Level VI	10	AC	\$ _____	\$ _____
B7	Level VII (Mechanical Pre-Commercial Thinning with Group Selection)	10	AC	\$ _____	\$ _____
B8	Level VIII (Mechanical Woodland Maintenance)	10	AC	\$ _____	\$ _____
B9	Level IX (Mechanical Plantation Maintenance)	10	AC	\$ _____	\$ _____
	Total - Sub-Item B				\$ _____



SECTION B - SCHEDULE OF ITEMS (continued)

<u>SUB</u> <u>ITEM</u>	<u>DESCRIPTION/LEVEL</u> <u>OF DIFFICULTY</u>	<u>EST</u> <u>QTY</u>	<u>UNIT</u>	<u>UNIT</u> <u>PRICE</u>	<u>TOTAL</u> <u>AMOUNT</u>
C	<u>Mechanical Piling (swing grapple and dozer)</u>				
C1	Level I	50	AC	\$ _____	\$ _____
C2	Level II	10	AC	\$ _____	\$ _____
C3	Level III	50	AC	\$ _____	\$ _____
C4	Level IV	10	AC	\$ _____	\$ _____
C5	Level V	50	AC	\$ _____	\$ _____
C6	Level VI	10	AC	\$ _____	\$ _____
C7	Level VII	10	AC	\$ _____	\$ _____
C8	Level VIII	10	AC	\$ _____	\$ _____
C9	Level IX	10	AC	\$ _____	\$ _____
	Total - Sub-Item C				\$ _____
D	<u>Mechanical Severing and Piling (wheeled carriage)</u>				
D1	Level I	100	AC	\$ _____	\$ _____
D2	Level II	100	AC	\$ _____	\$ _____
D3	Level III	50	AC	\$ _____	\$ _____
	Total - Sub-Item D				\$ _____
E	<u>Hand Severing and Piling and Cover</u>				
E1	Level I	10	AC	\$ _____	\$ _____
E2	Level II	10	AC	\$ _____	\$ _____
E3	Level III	10	AC	\$ _____	\$ _____
E4	Level IV	10	AC	\$ _____	\$ _____
E5	Level V	10	AC	\$ _____	\$ _____
E6	Level VI	10	AC	\$ _____	\$ _____
E7	Level VII	10	AC	\$ _____	\$ _____
E8	Level VIII	10	AC	\$ _____	\$ _____
E9	Level IX	10	AC	\$ _____	\$ _____
	Total - Sub-Item E				\$ _____
F	<u>Crushing</u>				
F1	Level I	10	AC	\$ _____	\$ _____
F2	Level II	10	AC	\$ _____	\$ _____
F3	Level III	10	AC	\$ _____	\$ _____
	Total - Sub-Item F				\$ _____

## SECTION B - SCHEDULE OF ITEMS (continued)

<u>SUB</u> <u>ITEM</u>	<u>DESCRIPTION/LEVEL</u> <u>OF DIFFICULTY</u>	<u>EST</u> <u>QTY</u>	<u>UNIT</u> <u>UNIT</u>	<u>UNIT</u> <u>PRICE</u>	<u>TOTAL</u> <u>AMOUNT</u>
G	<u>Mowing</u>				
G1	Level I	100	AC	\$ _____	\$ _____
G2	Level II	100	AC	\$ _____	\$ _____
G3	Level III	100	AC	\$ _____	\$ _____
	Total - Sub-Item G				\$ _____
H	<u>Mechanical Gathering</u>				
H1	Level I	100	AC	\$ _____	\$ _____
H2	Level II	50	AC	\$ _____	\$ _____
H3	Level III	10	AC	\$ _____	\$ _____
H4	Level IV	10	AC	\$ _____	\$ _____
H5	Level V	10	AC	\$ _____	\$ _____
H6	Level VI	10	AC	\$ _____	\$ _____
	Total - Sub-Item H				\$ _____
J	<u>Forwarding</u>				
J1	Level I	100	AC	\$ _____	\$ _____
J2	Level II	50	AC	\$ _____	\$ _____
J3	Level III	10	AC	\$ _____	\$ _____
	Total - Sub-Item J				\$ _____

AC = Acre

Est. = Estimated

Qty. = Quantity

## ANNUAL ECONOMIC PRICE ADJUSTMENT

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



SECTION B - SCHEDULE OF ITEMS (continued)

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

The levels of difficulty for all Sub-items are described in Section C.5 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 with each task order.

MINIMUM GUARANTEE

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

MAXIMUM ORDER LIMITATION

The Contractor’s maximum order limitation is \$\_\_\_\_\_ (Insert order limitation. Maximum is \$100,000 if no amount is shown.). After award, task orders may be placed by the Government. All task orders will be placed no later than five years after contract award. The date of the order placed by the Government will determine the prices for each year as specified above. The total value of all task orders of all awarded contracts will not exceed \$10,000,000.

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

PERFORMANCE TIME: One calendar day will be allowed per number of acres on each task order for each sub-item as follows:

- Sub-Item A: One (1) calendar day for each 2.5 acres
- Sub-Item B: One (1) calendar day for each 2 acres
- Sub-Item C: One (1) calendar day for each 5 acres
- Sub-Item D: One (1) calendar day for each 4 acres
- Sub-Item E: One (1) calendar day for each 1.5 acres
- Sub-Item F: One (1) calendar day for each 6 acres
- Sub-Item G: One (1) calendar day for each 6 acres
- Sub-Item H: One (1) calendar day for each 5 acres
- Sub-Item J: One (1) calendar day for each 5 acres

Task order performance time will be the sum of ordered item performance times as calculated above.

SECTION B - SCHEDULE OF ITEMS (continued)

ESTIMATED START WORK DATE: October 1, 2006

EVALUATION FOR AWARD

For evaluation purposes only, award will be made on an item basis based on the total of the base year plus the economic price adjustment percentages for the four additional years. An item includes all sub-items numbered with the same alphabet letter; for example, Item A includes all sub-items A1-A6.

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

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 NOT TO EXCEED \$10,000.

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)

PRE-BID TOUR: One pre-bid tour will be held on Thursday, June 15<sup>th</sup>, 2005 at 10 am the BLM Klamath Falls Resource Area Office located at 2795 Anderson Ave., Building 25, Klamath Falls, OR.

## SECTION C - DESCRIPTION/SPECIFICATION/WORK STATEMENT

### C.1.0 GENERAL

C.1.1 Introduction -This project provides an integrated approach to stand management by furnishing the means to accomplish multiple treatments on a wide variety of units. The indefinite-quantity feature of the contract provides 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 maximums as specified in the contract, with the Contractor being issued task orders to furnish the required services.

C.1.1.1 The services in this contract are designed to provide for mechanical hazardous fuel reduction, and related services. This contract requires vegetation manipulation, burn unit preparation in compliance with its terms, specifications and provisions. This includes the Contractor providing all required personnel, supervision and making operational decisions ranging from determining that site-specific work is within approved specifications, to locating boundaries of project areas. This includes furnishing labor, supervision, transportation, equipment, operating supplies, and incidentals to perform all work necessary to conduct fuel modification and vegetation manipulation to reduce hazardous fuels.

C.1.1.2 Project areas are reforestation areas, natural and managed stands of timber of all ages, size, and species, shrub-fields, or grass areas. Fuels will consist of harvest activity slash, natural fuels, live fuels, and slashed shrubs and trees. Fuel loadings range from 1 ton per acre to as high as 100 tons or more per acre.

### C.1.2 Historical Background

C.1.2.1 These stands range from low elevation, juniper or oak woodlands to high elevation true fir and hemlock forests. Because of the advent of fire suppression starting in the early 1900's, some species have invaded or increased in density, creating a condition where desirable vegetation is losing vigor. Also, because of the buildup of vegetation and fuel, if a fire were to start, it would be very difficult to suppress and heavy resource damage would be likely. The thinning and grinding of selected vegetation will reduce competition and improve vigor of the woodlands and forests, and also release native forbs and grass. Other goals are to increase stand resilience following fire, to create an environment for relatively safe-for-fire suppression operations, and prepare the units for maintenance under burning.

C.1.2.2 Large plantations resulted from harvesting using both clear-cut and shelter-wood methods. The development of these young plantations occurred over a period of 15 to 45 years. These units were planted with conifers along with natural seeding. Silvicultural practices including conifer planting, spot and broadcast burning, scarification, herbicides for grass and brush control, scalping, mulching, gopher control methods and seedling protection have been used to insure survival of the young seedlings.

### C.1.3 Scope

C.1.3.1 Overstocked woodlands and forest stands do increase competition for water, soil nutrients and space. There is an interrelationship between different plants in a vegetative community that each component needs for survival and dominance. Natural seeding has

created overstocked stands that need to be thinned. Thinning would control densities, influence species dominance, maintain stand vigor and allow for more crown expansion between trees.

- C.1.3.2 The contract requires severing, grinding, piling, covering, tallying, crushing, mowing or gathering of vegetation and debris in compliance with its terms, specifications and provisions. Acceptable crop tree spacing will be variable and based on tree species, size, and quality. As a result, types of work situations encountered will be variable in project units. Non-merchantable conifer trees of designated DBH shall be treated between merchantable conifers, dense patches of conifer regeneration shall be thinned and dense patches of brush or hardwoods shall be treated to release desirable species. All slash from mechanical or hand severing shall be piled, covered, tallied (using the Unit Pile Inventory Form included in Section J) or ground (chipped), unless otherwise instructed in the task order.
- C.1.4 Applicable Directives for Project - The proposed project work shall be done in accordance with the Klamath Falls R.A. Record of Decision and Resource Management Plan (RMP), June 1994 or Medford District Record of Decision (ROD) and Resource Management Plan (RMP), June 1995. This RMP incorporates the earlier ROD for Amendments to Forest Service and Bureau of Land Management Planning Documents Within the Range of the Northern Spotted Owl and the Standards and Guidelines for Late-Successional and Old-Growth Forest Related Species Within the Range of the Northern Spotted Owl. The specifications are written in compliance with these directives. National Forest Plans, and similar directives support task orders issued from the National Park Service and the U.S. Fish and Wildlife Service.
- C.1.5 Description of Project Units - Project units are between 2,800 and 7,200 feet in elevation. Topography is variable (10 to 45% slope).
- C.1.6 Location of Project Units - The work will be performed on U.S. Forest Service, Bureau of Land Management, U.S. Fish and Wildlife Service or National Park Service administered lands. Treatments may occur on private lands. The general location of the work is Northern California, Northwestern Nevada, and Southern Oregon. The specific location of sample projects is shown on the maps located in Section J. Project areas are located within a radius of approximately 5 hours travel time from the town of Klamath Falls, Oregon.
- C.1.7 Boundaries - Unit boundaries are most often marked by orange (along private land boundaries) and orange/white stripe flagging or by roads, orange paint, timber sale or property line boundaries, or as specified on the task order map. The project areas are generally identifiable as logged units, by changes in vegetation, roads, or flagging. The boundaries can be adjacent to timber stands, recent harvest units, or other natural or manmade features that clearly define the boundary as noted on the project area maps.
- C.1.8 Access
- C.1.8.1 Access will be by both gravel roads (improved) and dirt roads (unimproved), which may require four-wheel drive vehicles. Access is by all-weather and seasonal roads. Seasonal roads may be impassable for several days after heavy rains or snow-blocked during the winter months. Cross-country travel of one-half mile to one mile is typical to the unit

- boundaries. Tracked mechanical equipment is not permitted on rocky, oiled or paved roads.
- C.1.8.2 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 Government a written statement or written documentation of verbal approval given by a named person on a stated date and time that the Contractor has been granted permission to travel over private lands.
- C.1.8.3 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.1.9 Road Gates - Some project units are beyond locked gates that may require a key for access. The Contractor for each project unit shall lock gates with locks immediately after entry or exit. Keys will be issued to the Contractor by the COR at the responsible land management office. The Contractor shall return all gate keys to the Government before final payment is made.
- C.1.10 Sequence of Work - The sequence of work will be determined by the COR at the pre-work conference and may be subject to change. Certain project units may be designated as higher priority units, which shall require an earlier completion than other contract units on a specific task order.
- C.1.11 Unique Features of Project Areas
- C.1.11.1 Within the Klamath Basin at elevations of 5000' and below, a seasonal closure is in effect from November 15 to April 15 for big game winter range. No operations should be planned during this time.
- C.1.11.2 Designated and marked "No-Treatment Zones" may be present within the project sites, but are included in the acreage for payment, if they represent 10% or less of the project area. "No-Treatment Zones" are marked by yellow and white stripe, yellow and black stripe or blue and white stripe plastic flagging. Excessively rocky ground may be designated in writing as a "No-Treatment Zone" by the COR. All ground over 45% slope is a "No Treatment Zone" unless specified as hand sever and pile in the task order. Additional seasonal restrictions will be listed on each task order for each project unit.
- C.1.11.3 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. Standing timber, wildlife trees and snags may be present within the project sites. Research plots may be located within the project sites and will not be disturbed during activities. Trees which serve as fence support shall not be cut or damaged.
- C.1.11.4 Mechanical work shall be conducted only on project areas that are less than or equal to 45% slopes. Slopes steeper than 45% shall be considered reserved, and excluded from mechanical treatment. Hand cutting and piling may be required under the appropriate Sub-



Item.

- C.1.12 Restrictions on Work - Work may be performed at any time during the period of the contract, except as outlined below. Nothing in this part shall be construed to take away any rights under the Suspension of Work Clause. Restrictions are as follows:
- C.1.12.1 As required by applicable state law, the Industrial Fire Precautions Level system, and the approved written fire prevention, control and work progress plan developed for each unit worked in the task order.
- C.1.12.2 The use of hot saws or chain saws is restricted following the guidance listed in the Industrial Fire Precautions Levels.
- C.1.12.3 Soil moisture greater than 20% at a depth of 6 inches.
- C.1.12.4 When adverse weather would result in soil damage by the Contractor on project units or that continued vehicle travel would cause unacceptable road damage. This is determined by the COR based on seasonal or an event situation.
- C.1.12.5 Seasonal closure, November 15 – April 15, is in effect for elevations of 5000' and below in the Klamath Basin for big game winter range. Other seasonal closures for threatened and endangered (T&E) species will be included in task orders.
- C.1.13 Wildfire Fire Guidelines and Procedure - Compliance with state laws in regards to wildfire prevention and suppression is required. Local units of the federal government may require additional measures and equipment.
- C.1.14 Written Plans – Before entering each unit for the first time the Contractor will provide the Task Order Manager (TOM) with a completed written fire prevention, control and work progress plan (using the form provided in Section J) for each unit worked.
- C.1.15 Contractor Liability – Oregon Revised Statutes Chapter 477 and appropriate California and Nevada statutes will apply to all Contractor operations. The Contractor shall be liable for suppression cost and resource damages as a result of failure to follow the appropriate fire regulations and provisions.

## C.2.0 DEFINITIONS

Acceptable Crop Tree - Largest, best-formed live conifer of a preferred species within designated spacing, which meets the following conditions:

- a. Minimum 4-inch terminal leader with at least the top 30 percent of the tree containing live limbs.
- b. Non-chlorotic, light or dark green with very little or no yellowish tint.
- c. Undamaged top.
- d. Free of visible indicators such as dwarf mistletoe, Fomes pini, cankers, excessive fire damage, bark beetles or blister rust.
- e. No multiple tops or ramiforms.
- f. Demonstrates good form and vigor.
- g. Greater than three (3) feet in height.

Accessible – Definition of road access to a unit. Unit will be considered accessible when road access is within one mile of the unit.

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

Brush - Vegetation consisting of shrub species with single or multiple stems originating at or near ground level and not normally reaching 20 feet in height. Examples include Canyon Live Oak, Vine Maple, Salmonberry, Hazel, Huckleberry, Thimbleberry, Manzanita, Ocean-spray, Ceanothus species, Silktassel, Wild Rose, Ribes Species.

Clump - A multiple (two or more) stem tree or shrub originating from the same bole at ground level. The DBH of a clump shall be the DBH of the largest stem in the clump.

Conifer - An evergreen, cone-bearing tree, such as (examples) Douglas-fir, Western Red Cedar, Western White Pine, Incense Cedar, Western Hemlock, Ponderosa Pine, Sugar Pine, Grand Fir, White Fir, Noble Fir and Pacific Yew.

Cover, Percent – The area covered by material, tree crowns, rocks etc. as viewed vertically from above.

Crew Supervisor - An English-speaking crew member who provides direction and supervision to fellow crew members during burn unit preparation or wildfire hazard reduction treatments. The supervisor is responsible for work accomplishment and safely performance in accordance with the requirements of the contract.

Crown Closure – The percent of area covered by the foliage of tree crowns as viewed vertically from above.

Cultural and/or Threatened and Endangered (T&E) Sites - Locations identified on task order maps where special protection is required to preserve and protect cultural values and species of plants or animals listed on the T&E list.

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

Damaged Trees - Any Contractor-caused alteration or injury to the tree or root system which may cause death, loss of vigor, or will negatively affect growth, including, but not limited to, severance of the main stem or terminal leader, delimiting, scraping, debarking, or uprooting.

DBH (Diameter Breast Height) - Diameter of the tree measured at a point 4½ feet above ground level on the uphill side of the tree.

Dozer – Often called a Bulldozer; a tracklayer such as a Caterpillar, International, John Deere, etc.

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

Forestland - Land where the tree vegetation expressed as percent cover is between 31 and 60%. Used to establish which Sub-Item is used on a project area.

Forwarder- A wheeled machine which transports logs or whole trees fully off the ground.

Gathering – The transport of severed stems or excessive down woody debris from a point of collection to the nearest designated landing

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

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

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

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

Hot Saw – Used in production severing. The cutting head never stops turning while prime mover is running or moving.

Leave Shrub Clump - A group of 2 to 4 shrub plants of the same species with stems growing within a 6-foot diameter circle at ground level.

Leave Shrub/Leave Shrub Clump - A live shrub or shrub clump at least 1 foot tall and 3 to 10 feet in crown diameter as measured from the center of the clump.

Leave Trees – Trees that shall not to be cut or damaged. May include conifers, hardwoods, trees by specific species, or hardwood clumps with less than or equal to three sprouts of common origin.

Leave Tree Group - A group of 3 or more trees growing within an 8-foot diameter circle at ground level that have exceptional quality in terms of vigor and structure. Groups may contain more than one species of tree. Examples would be a) two healthy ponderosa pine trees growing immediately adjacent to one another, b) a vigorous group of white oak trees exhibiting a wide horizontal growth pattern, c) a large old pine with a healthy pacific madrone tree growing near its base. The Project Inspector (PI) can show examples of suitable tree groups on the ground. Douglas fir will not be considered for a leave tree group when it is the only species present. It may be included in a group when it is present in a minority amount.

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

Live Crown Ratio - Percentage of length of stem with living branches (length of living

crown divided by the total tree height).

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

Marked Tree – A tree marked by the COR, with a designated number and color of paint or flagging, for severing. Mark will be with paint above and below 8” stump height.

Non-Merchantable - All conifer trees less than or equal to 7 inches DBH.

Non-Woody Vegetation -Vegetation including ferns, sedge, blackberry vines, thistle and mullein.

No-Treatment Zones – Areas exempt from treatment. All riparian areas including fish-bearing streams, non fish-bearing streams, springs and seeps will have a protection buffer as specified by the Resource Management Plan (RMP) and Best Management Practices. Other areas may be designated by task order or COR.

Preferred Species – The list of species in order of most desired to least desired on identified area. This information is provided with the task order for each project. Sub-Items B7, B8 and B9 have specific instructions that the COR may change with written notice.

Project Area - The area selected through a task order for treatment using any of the described Sub-Items in this contract.

Rake/Brush Blade – Push blade with teeth. The solid portion of the blade is minimal to allow dirt, soil and small rocks to fall out and not be included in a pile.

Ramiform - A vertical branch from the main bole of a tree.

Reserve Areas – Also called “No Treatment Zone”. Certain areas within a treatment unit, such as utility lines, canals or riparian areas that the COR designates are reserved from treatment. Areas are included in acreage for payment, unless total of all Reserve Areas within a treatment unit exceed 10%. Refer to C.1.11.2.

Reserved Trees or Reserved Areas - Individual species of trees or certain areas within a treatment unit that the contract or COR designates are reserved from treatment.

Riparian Buffer - For fuels treatment purposes, a specified non-treatment area extending upslope on each side of a stream channel.

Shrub (or brush) - Vegetation consisting of woody perennial plant smaller than a tree, usually having permanent single or multiple stems originating at or near the ground level not normally reaching 20 feet in height. Examples are manzanita, ceanothus, hazel, rhododendron, etc.

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

Snag - A dead or living tree that has 10 percent or less live crown.

Spike - Sharp pointed limbs of living or dead vegetation.

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

Surplus Vegetation – Applies to all Sub-Items unless otherwise stated below. Includes vegetation (conifers and hardwoods) greater than 1 foot tall and up to 12 inches DBH; except all western juniper trees up to 24 inches DBH; and shrubs less than 12 inches diameter at ground level; when not selected as leave trees, reserved, or needed to meet spacing requirements. Standing dead conifers, hardwoods and shrubs shall be included as surplus when not reserved. Species listed in C.5.11.1 are reserved from cutting.

Surplus Vegetation for Sub-Item B7- Mechanical Pre-commercial Thinning with Group Selection - Conifers, hardwoods and brush which are designated for cutting and chipping to supply additional growing space for acceptable crop trees, as follows:

- a. Conifers less than 10 inches DBH located within specified distance of an acceptable crop tree.
- b. All specified conifers and hardwoods, less than 6 inches DBH and all pacific madrone and canyon live oak less than 12 inches, and all western juniper less than 24” DBH located within specified distance of a selected leave, or reserved, hardwood tree.
- c. All brush at least one (1) foot in height as measured from the base to the end of the stem and located within twenty (20) feet of a selected or reserved leave tree, leave shrub, or leave shrub clump.

Surplus Vegetation for Sub-Item B8 - Mechanical Woodland Maintenance - Conifers, hardwoods and brush which are designated for cutting and chipping to supply additional growing space for acceptable crop trees, as follows:

- a. Conifers less than 10 inches DBH located within specified distance of an acceptable crop tree. All western juniper less than 24” DBH except those reserved or identified in the task order for a particular project area.
- b. All hardwoods less than 6 inches DBH (except Pacific Madrone), and all Pacific Madrone less than 10 inches DBH located within specified distance of a selected leave, or reserved hardwood tree.
- c. All brush at least one (1) foot in height as measured from the base to the end of the stem and located within twenty five (25) feet of a selected or reserved leave tree, leave shrub, or leave shrub clump.

Surplus Vegetation for Sub-Item B9 - Mechanical Plantation Maintenance

- a. Conifers less than 10 inches DBH located within specified distance of an acceptable crop tree.

b. All hardwoods less than 7 inches DBH located within specified distance of a selected leave, or reserved hardwood tree.

c. All brush at least one (1) foot in height as measured from the base to the end of the stem and located within twenty five (25) feet of a selected or reserved leave tree, leave shrub, or leave shrub clump.

Task Order Manager (TOM) - The Government individual responsible for the project inspection for an identified task order. This person has fuels management experience and is qualified to conduct oversight and evaluation of the Contractor's operations. The TOM provides technical expertise to the COR regarding fuels treatment operations.

Timberland - Land where the tree vegetation expressed as percent cover is greater than 61%. Used to establish which Sub-Item is used on a project area.

Tomahawk/Mechanical Crusher – Device designed to roll over slash and break material into small pieces.

Unit Density – The percent of area covered by the target material as viewed vertically from above.

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

Woodland – Land where the tree vegetation expressed as percent cover is between 1 and 30%. Used to establish which Sub-Item is used on a project area.

### C.3.0 CONTRACTOR-FURNISHED PROPERTY AND SERVICES

C.3.1 The Contractor shall provide all labor, equipment, supervision, transportation, operating supplies, and incidentals necessary to perform severing, grinding, piling and covering slash piles with black plastic, crushing, mowing, gathering, and pre-commercial thinning/plantation maintenance services in accordance with the specifications, terms and conditions contained herein.

#### C.3.2 Crew Requirements

C.3.2.1 The Contractor shall maintain an adequate work force at all times to ensure timely completion of the work.

C.3.2.2 At the pre-work conference, the Contractor shall designate one English-speaking supervisor for each crew. 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, therefore, effectively direct the crew by making periodic inspections of the crews' work and advising them of any discrepancies found in the work that deviate from the specifications and by providing instructions for correcting any

improper work. Any group of people without such an individual will not be considered a crew.

- C.3.2.4 The designated supervisor shall be present at the work site each workday. If the supervisor is not present, the crew will not be permitted to work.
- C.3.2.5 The supervisor shall know the requirements of the contract including technical requirements and unit locations. The Project Inspector (PI) will not act as a supervisor to the crew.
- C.3.3 Work Camps - Camping on agency-administered or privately owned lands will only be allowed in approved sites and with the prior written authorization of the responsible land manager. Should such a work camp be authorized, maintain the camp in an orderly and sanitary manner. All fire regulations and permits shall be followed. All garbage and refuse shall be removed from the camp site(s) by the Contractor and disposed of at State or County maintained landfills or refuse transfer stations. No illegal dumping of any material on either federal or private property is acceptable. Final payment will not be made until work camps are properly cleaned of all garbage and refuse.
- C.3.4 Project Area Clean up - All project areas shall be cleared of debris, refuse, garbage, etc that may have been left by the Contractor. Remove all debris, garbage and refuse from the project areas and properly and legally dispose of the material. No illegal dumping of any material on either federal or private property is acceptable. Final payment will not be made until project areas are properly cleaned of all debris, refuse or other garbage.
- C.3.5 Permit - State law requires a permit to operate power driven machinery. Permits must be obtained from the appropriate local office of the state Department of Forestry prior to the operation of power driven machinery. This requirement applies to chainsaws and other motor driven tools. Depending upon Oregon State or federal agency designated Industrial Fire Precautions Level, restrictions may occur that could result in work days being less than 8 hours. Extended closure or shutdown of project work may be required due to high fire hazard level.
- C.3.6 Equipment Requirements - Equipment shall be furnished fully operational designed to meet state safety regulations and operated by a competent, fully qualified operator.
  - C.3.6.1 Publications: April 2000, Tech. Rep. 0051-2826-MTDC and 0051-2828-MTDC provide a source of information on various types of treatment equipment. The documents may be ordered/purchased from the Missoula Technology & Development Center (MTDC) at:

USDA Forest Service, MTDC  
Building 1, Fort Missoula  
Missoula, MT 59804-7294  
Phone: (406) 329-3978  
Fax: (406) 329-3719
  - C.3.6.2 The tracked equipment used for mechanical work for Sub-Items A, B, C1, C2, C3, C4, C5, and C6- shall be a track-mounted excavator which meets the following specifications:

- a. Machine shall be hydraulically operated, including cutter head or grapple.
- b. Ground pressure shall not exceed 8 pounds per square inch for excavator.
- c. Machine width shall not exceed 11.5 feet, except that under Sub-Items A5, A6, B5, B6, B9, C5, and C6, machine width shall not exceed 10 feet.
- d. Machine shall be free of fluid leaks and have hoses in good operating condition.

C.3.6.3 The equipment used for mechanical work under Sub-Item D shall be a machine set on a wheeled carriage which meets the following specifications:

- a. Machine shall be hydraulically operated, including cutter head or grapple.
- b. Machine width shall not exceed 9 feet.
- c. Machine shall be free of fluid leaks and have hoses in good operating condition.

C.3.6.4 The equipment used for mechanical work requiring a bulldozer with device for Sub-Items C7, C8, C9 and F shall be a tracked bulldozer equipped with brush blade, rock rake, or tomahawk, and meet the following specifications:

- a. Machine shall be hydraulically operated, including non-solid brush blade, rock rake, tomahawk or other crushing device and rear mounted cable winch.
- b. Ground pressure shall not exceed 8 pounds per square inch for bulldozer.
- c. Machine width shall not exceed 9 feet.
- d. Machine shall be free of fluid leaks and have hoses in good operating condition.

C.3.6.5 Equipment used for mechanical mowing on Sub-Item G requires a tractor-mounted mechanical brush mower. Equipment used for mechanical gathering, Sub-Item H, shall be a wheeled tractor equipped with log grapples and/or a rear mounted cable winch. All machines operating off road within the unit must meet the following specifications:

- a. Machine shall be hydraulically operated, including brush mower, winch or grapple.
- b. Ground pressure shall not exceed 8 pounds per square inch for tracklayer.
- c. Width of machine and mowing implement shall not exceed 12 feet (maximum width of eight feet for any machine operating in the interior of a Sub-Item H unit).
- d. Gathered material shall have one end suspended while being transported.
- e. All machines shall be free of fluid leaks and have hoses in good operating condition.



- f. With written approval from the COR, a tracked machine may be used on slopes between 25% and 32%. Approval will be made in accordance with resource protection and resource objectives.
- C.3.6.6 The equipment used for forwarding under Sub-Item J shall be a machine set on a wheeled carriage which meets the following specifications:
- a. Machine shall be hydraulically operated, including cutter head or grapple.
  - b. Machine width shall not exceed 11 feet.
  - c. Machine shall be free of fluid leaks and have hoses in good operating condition.
  - d. Material shall be fully off the ground while being transported.
- C.3.7 Contractor shall furnish 2 warning signs to be placed on the roadside prior to entrance to work areas. Signs shall be a minimum of 3 feet by 3 feet in dimension and shall warn of specific safety hazards, such as flying debris, falling trees, or heavy equipment.
- C.3.8 Security of Equipment and Property - The Contractor may leave equipment at the work site with approval from the COR. The Contractor shall be responsible for equipment if it should be lost, stolen or damaged.
- C.3.9 Noxious Weeds – In order to prevent the spread of noxious weeds, all equipment and vehicles will be cleaned off prior to entry onto Government lands. Removal of all dirt, grease, and plant parts that carry noxious weed seeds or vegetative parts is required and may be accomplished with a pressure hose. In addition, the Contractor’s equipment shall be cleaned prior to all subsequent moves if operations have been in an area known to have noxious weeds.
- C.4.0 GOVERNMENT-FURNISHED PROPERTY AND SERVICES
- Project area maps, a Fire Prevention / Control / Work Progress form and Pile tally-reporting form will be provided with each task order. If appropriate, Government gate keys will also be provided.
- C.5.0 SPECIFIC TASKS
- C.5.1 All Sub-Items A, B, C, D, E, F, and G; Treatment of Surplus Vegetation and Slash
- C.5.1.1 All surplus vegetation shall be completely severed from the stump.
  - C.5.1.2 All surplus vegetation shall be severed in a manner to minimize damage to leave trees.
  - C.5.1.3 No live limbs shall be left on the stumps of any severed surplus vegetation. Stump height shall not exceed 8 inches measured on the uphill side.
  - C.5.1.4 Severed trees or brush lodged in or covering a leave tree shall be dislodged or removed.
  - C.5.1.5 Any logging slash that prevents severing brush or hardwoods at the main stem within 8

- inches of ground level shall be lopped, slashed, and piled.
- C.5.1.6 Slash shall be moved at least 2 feet away from the base of any conifer leave tree.
- C.5.1.7 All slash shall be moved at least 10 feet back from the edge of roads and property boundaries between government and private land on a daily basis, before the crew leaves the project area. Slash shall not be left along any roadway.
- C.5.1.8 All slash shall be removed at least 10 feet from the road cut on the upper side and ten 10 feet from the road shoulder on the lower side. All road cut banks or fill slopes over 35% slope, shall have a 10-foot buffer no-treatment area.
- C.5.1.9 All roads designated on the project map(s) shall be kept free of slash.
- C.5.1.10 Where hand piling is required (Sub-Item E), all slash between 1 and 6 inches in diameter and greater than 2 feet in length shall be piled. Slash less than 1 inch in diameter or less than 2 feet in length shall be left on the ground. Slash left on the ground shall not exceed 6 inches in depth.
- C.5.1.11 Where machine piling is required (Sub-Item C), the material to be treated consists of all down woody material less than 12 inches in diameter and 16 feet or less in length (excluding duff and litter) created from vegetation treatments (such as harvest, thinning, or slashing, etc.) or created through natural process. Maintain levels of down woody material as described in C.5.11.7.
- C.5.1.12 All piles shall be constructed by laying limbs, stems, cut boles and other slash in the pile so as to be parallel with each other. On slopes over 15% material shall be piled perpendicular to the slope. Slash that causes large air spaces in piles shall be cut or crushed to eliminate air spaces. Each pile shall include an area of small sized slash (small branches less than 1/4 to 1/2 inch in diameter and/or small branches with needles or leaves attached) to provide “kindling” for prompt ignition and to aid in combustion of larger slash. These fuels shall be placed in the center of the pile.
- C.5.1.13 Unless otherwise approved by the COR, maximum hand pile size shall be 8 feet in diameter by 8 feet in height, and minimum hand pile size shall be 5 feet in diameter by 4 feet in height. There are no limits on the size of mechanical piles provided that no leave or reserve trees are within 30’ of the machine pile.
- C.5.1.14 All hand piles shall be covered with a minimum of 6-foot by 6-foot piece of 4-mil thickness black polyethylene plastic. Hand piles shall be covered such that at least 80 percent of the pile’s surface area shall be covered. All four corners and the middle of the plastic sheets shall be anchored with slash or other debris.
- C.5.1.15 Unless otherwise approved by the COR, hand piles shall not be closer than 15 feet to reserve trees or 25 feet to a unit boundary, the distance shall be double for machine piles. Slash shall not be piled or placed on logs or stumps, in roadways or drainage ditches, or within channel bottoms, streams or within no-treatment zones. Piles shall be compact and free of dirt or other non-flammable material.
- C.5.1.16 Each task order will specify the level of difficulty, size limits for treatment, whether

hardwoods and/or conifers are included, and if any individual species are reserved from treatment. The task order map will also display any unit specific instructions.

C.5.1.17 Leave trees shall not be cut or damaged. Leave down woody material as described in C.5.11.7.

C.5.2 Sub-Item A - Mechanical Severing and Piling (track mounted swing)

C.5.2.1 Level of Difficulty - The level of difficulty for severing is determined by the task order. The level is based on the crown closure and slope of the area to be mechanically severed and piled on slopes under 46% as follows:

Sub-Item A1 - Level I – Crown closure of the material to be severed is estimated to be between 0 and 30% total cover. Slope is under 30%.

Sub-Item A2 - Level II – Crown closure of the material to be severed is estimated to be between 0 and 30% total cover. Slope is from 30 to 45%.

Sub-Item A3 - Level III – Crown closure of the material to be severed is estimated to be between 31 and 60% total cover. Slope is under 30%.

Sub-Item A4 - Level IV – Crown closure of the material to be severed is estimated to be between 31 and 60% total cover. Slope is from 30 to 45%.

Sub-Item A5 - Level V – Crown closure of the material to be severed is estimated to be greater than 60% total cover. Slope is under 30%.

Sub-Item A6 - Level VI – Crown closure of the material to be severed is estimated to be greater than 60% total cover. Slope is from 31 to 45%.

C.5.2.2 Sever surplus vegetation including western juniper up to 24 inches DBH using a mechanical shear or saw at the lowest stump height, followed by piling of the severed material. The Contractor shall estimate pile numbers and provide average measurements for the entire unit, excluding areas identified by the task order as reserved from treatment. The information gathered will be used to determine the amount of burning needed.

C.5.2.3 Leave trees are to be left on each acre treated. The task order will specify number of leave trees, spacing and type. All areas greater than 45% slope shall be left as reserve areas.

C.5.3 Sub-Item B - Grinding

C.5.3.1 Level of Difficulty - The level of difficulty for grinding is determined by the task order. The level is based on the total percent cover of material to be ground (chipped) and slope of the area to be treated by mechanical grinding on slopes below 46%, as follows:

Sub-Item B1 - Level I – Percent cover of material to be treated is estimated to be between 0 and 30% total cover. Slope is under 30%.

Sub-Item B2 - Level II – Percent cover of material to be treated is estimated to be between 0 and 30% total cover. Slope is from 30 to 45%.

Sub-Item B3 - Level III – Percent cover of material to be treated is estimated to be between 31 and 60% total cover. Slope is under 30%.

Sub-Item B4 - Level IV – Percent cover of material to be treated is estimated to be between 31 and 60% total cover. Slope is from 30 to 45%.

Sub-Item B5 - Level V – Percent cover of material to be treated is estimated to be greater than 60% total cover. Slope is under 30%.

Sub-Item B6 - Level VI – Percent cover of material to be treated is estimated to be greater than 60% total cover. Slope is from 30 to 45%.

Sub-Item B7 - Level VII - Mechanical Pre-commercial Thinning with Group Selection. Slope is less than 46%.

Sub-Item B8 - Level VIII - Mechanical Woodland Maintenance. Slope is less than 46%.

Sub-Item B9 - Level IX - Mechanical Plantation Maintenance. Slope is less than 46%.

- C.5.3.2 Each task order will specify the level of difficulty, the specifications, the ranking of preferred species and the size range limits for treatment, whether hardwoods and/or conifers are included, and if any individual species are reserved from treatment.
- C.5.3.3 Accomplish grinding throughout the entire unit, excluding areas identified by the task order or by excessive slope as reserved from treatment.
- C.5.3.4 Mechanically grind all slash and brush under Sub-Item B. All slash not ground shall be piled under Sub-items C and E.
- C.5.3.5 All surplus vegetation and slash shall be ground or cut, such that no woody piece is greater than 3 feet in length.
- C.5.3.6 Chip depth shall not be more than 12 inches above the normal plane of the ground.
- C.5.3.7 Cut trees, hardwoods or brush lodged in or covering a leave tree shall be dislodged or removed before grinding.
- C.5.3.8 Sub-Item B7; Mechanical Pre-commercial Thinning with Group Selection (variable spacing).

The Contractor shall perform the following treatments:

- a. Group selection areas - Create a selection area (53-foot radius) around all pine trees greater than 12 inches DBH. Cut and grind all surplus vegetation identified within group selection areas. Description of surplus vegetation is found in C.2.0.
- b. Outside and between group selection areas.

1) Outside of pine group selection areas when dense patches of conifers are encountered, acceptable crop trees shall be selected to result in an average 12' x 12' spacing when acceptable crop trees are less than 1" DBH, an average 18' x 18' spacing when acceptable crop trees are between 1.1 and 4" DBH, and average 27' x 27' spacing when acceptable crop trees are between 4.1 and 10" DBH. All conifers greater than 10 inches are reserved from cutting. In areas where more than one DBH class is present, the larger spacing shall prevail. The largest, healthiest, best formed conifer trees shall be selected as acceptable crop trees. Acceptable crop trees greater than 10 inches DBH shall be considered in the spacing. Selected acceptable crop trees shall be spaced 18 feet from acceptable live conifer crop trees larger than 10 inches DBH. The Contractor may vary the spacing + or - 25 percent in order to select the best acceptable crop tree. Species precedence for acceptable crop trees: (1) Sugar pine, (2) knob cone pine, (3) incense cedar, (4) ponderosa pine, (5) Douglas-fir, and (6) white fir. Cut all surplus vegetation. The COR may vary species preference by written direction.

2) Hardwoods shall be selected to average 45' x 45' spacing. Spacing may be varied + or - 25 percent in order to select the best hardwood leave tree. The largest and healthiest hardwood tree shall be selected for leave. Prefer the following species for leave in this order of precedence: (1) black oak, (2) white oak, (3) Pacific madrone, and (4) canyon live oak. Cut only surplus hardwoods as described in definitions, C.2.0. No hardwoods greater than 12 inches DBH shall be cut or damaged.

3) When the distance between leave trees exceeds the above spacing criteria, leave shrubs or leave shrub clumps shall be selected. Spacing shall be 20 feet as measured from the stem or clump center. Include any live shrub or shrub clump that is at least one (1) foot tall and 3-10 feet in crown diameter as measured from the center of clump. Leave shrubs and leave shrub clumps shall be selected in approximately equal number when both are present. Species preference for leave shrubs is as follows: (1) California hazel, (2) ocean spray, (3) silk tassel, (4) mountain mahogany, (5) wedgeleaf ceanothus, (6) deerbrush ceanothus and (7) whiteleaf manzanita. Cut all surplus vegetation.

#### C.5.3.9 Sub-Item B8; Mechanical Pre-commercial Thinning - Woodland Maintenance.

- a. Leave trees shall not be damaged or cut.
- b. Acceptable pine or cedar trees between 1 and 10 inches DBH shall be thinned to an average 25 x 25-foot spacing between stems, plus or minus 25% for individual trees. The overall spacing of 25' x 25' shall be maintained. The largest or most vigorous trees shall be selected for retention.
- c. Douglas fir trees less than 10 inches DBH shall be thinned to an average 100' x 100' spacing between stems plus or minus 25% for individual trees. The overall spacing of 100' x 100' shall be maintained. The largest or most vigorous trees shall be selected for retention.
- d. Hardwoods shall be selected to average 25' x 25' spacing. Spacing may be varied plus or minus 25 percent in order to select the best hardwood leave tree. The largest and healthiest hardwood tree shall be selected for leave. Leave trees may include singles,

clumps or groups. Prefer the following species in this order of precedence: (1) black oak, (2) white oak, (3) canyon live oak and (4) Pacific madrone. Cut only surplus hardwoods as described in C.2.0, Definitions. No hardwoods greater than 10 inches DBH shall be cut or damaged.

e. Cut and grind all surplus shrubs whose stems are located under or within 10 feet of the crowns of selected or designated leave trees. Thin all surplus shrubs that are beyond 10 feet of the crowns of selected or designated leave a tree to an average 25' spacing plus or minus 25% for individual shrubs. Shrub species to be cut shall be favored in the following order: manzanita (under 12" diameter at ground level), deerbrush, wedgeleaf, silktassel, and other species.

C.5.3.10 Sub-Item B9; Mechanical Plantation Maintenance.

a. All conifer trees larger than 10 inches DBH and all hardwoods greater than 7 inches DBH shall not be damaged or cut.

b. Acceptable pine trees between 1 and 10 inches DBH shall be thinned to an average spacing of 20 x 20 foot between stems. The largest or most vigorous trees shall be selected for retention. Contractor may vary the spacing + or - 25 percent in order to select the best leave trees per acre. Other conifer trees equal to or greater than 10 inches DBH shall be considered in meeting the spacing requirements for acceptable pine leave trees.

c. Acceptable Douglas-fir, white fir and incense cedar trees between 1 and 10 inches DBH shall be thinned to an average 14 x 14-foot spacing between stems. The largest or most vigorous trees shall be retained by selection. Contractor may vary the spacing + or - 25 percent in order to select the best leave trees per acre.

d. Hardwoods shall be thinned to an average 45 x 45-foot spacing. Spacing may be varied + or - 25 percent in order to select the best hardwood leave tree. The largest and healthiest hardwood tree shall be selected for retention. Select leave trees in the following species order of preference (1) Black oak, (2) White oak, (3) Pacific madrone and (4) Canyon live oak. No hardwoods greater than 7 inches DBH shall be cut or damaged.

e. When the distance between leave trees exceeds the above spacing criteria, leave shrubs or leave shrub clumps shall be selected. Spacing shall be 20 feet as measured from the stem or clump center. Include any live shrub or shrub clump that is at least one (1) foot tall and 3-10 feet in crown diameter as measured from the center of clump. Leave shrubs and leave shrub clumps shall be selected in approximately equal number when both are present. Species preference for leave shrubs is as follows: (1) California hazel, (2) ocean spray, (3) silk tassel, (4) mountain mahogany, (5) wedgeleaf ceanothus, (6) deerbrush ceanothus and (7) whiteleaf manzanita. Cut all surplus vegetation.

C.5.4 Sub-Item C - Mechanical Piling

C.5.4.1 Level of Difficulty - The level of difficulty for piling is determined by the task order. The level is based on the unit density or amount of the material to be piled, according to the slope of the area to be mechanically piled by a swing grapple (slopes under 46%) or if specified with a rake equipped dozer (slopes under 30%), as follows:

Sub-Item C1 - Level I - Unit density of material to be swing grapple piled is estimated to be between 0 and 30% total cover. Slope is under 30%.

Sub-Item C2 - Level II - Unit density of material to be swing grapple piled is estimated to be between 0 and 30% total cover. Slope is from 30 to 45%.

Sub-Item C3 - Level III - Unit density of material to be swing grapple piled is estimated to be from 31 to 60% total cover. Slope is under 30%.

Sub-Item C4 - Level IV- Unit density of material to be swing grapple piled is estimated to be from 31 to 60% total cover. Slope is from 30 to 45%.

Sub-Item C5 - Level V - Unit density of material to be swing grapple piled is estimated to be greater than 60% total cover. Slope is under 30%.

Sub-Item C6 - Level VI - Unit density of material to be swing grapple piled is estimated to be greater than 60% total cover. Slope is from 30 to 45%.

Sub-Item C7 - Level VII - Unit density of material to be dozer piled is estimated to be from 0 to 30% total cover. Slope is under 30%.

Sub-Item C8 - Level VII - Unit density of material to be dozer piled is estimated to be from 31 to 60% total cover. Slope is under 30%.

Sub-Item C9 - Level IX - Unit density of material to be dozer piled and is estimated to be greater than 60% total cover. Slope is under 30%.

- C.5.4.2 Slash to be Treated - The material to be treated consists of all down woody material less than 12 inches in diameter and 16 feet or less in length (excluding duff and litter) created from vegetation treatments (such as harvest, thinning, or slashing, etc.) or created through natural process. Maintain levels of down woody material as described in C.5.11.7.
- C.5.4.3 An inventory or tally of the size, shape and number of piles shall be made following the instructions in Section J and recorded on the Unit Pile Inventory Form provided in Section J.
- C.5.5 Sub-Item D - Mechanical Severing and Piling (wheeled carriage)
- C.5.5.1 Level of Difficulty - The level of difficulty for severing is determined by the task order. The level is based on the crown closure of the area to be mechanically severed and piled on slopes under 25% as follows:
- Sub-Item D1 - Level I – Crown closure of the material to be severed is estimated to be from 0 to 30% total cover. Slope is under 25%.
- Sub-Item D2 - Level II - Crown closure of the material to be severed is estimated to be from 31 to 60% total cover. Slope is under 25%.
- Sub-Item D3 - Level III – Crown closure of the material to be severed is estimated to be greater than 60% total cover. Slope is under 25%.

- C.5.5.2 Equipment to be used is a wheeled carriage mechanical shear/saw or a non-swing tracked machine. Sever surplus vegetation including western juniper up to 24 inches DBH at the lowest stump height, followed by piling of the severed material. Estimating pile numbers and providing average measurements shall be accomplished throughout the entire unit, excluding areas identified by the task order as reserved from treatment. The information gathered will be used to determine the amount of burning needed.
- C.5.5.3 Leave trees are to be left on each acre treated. Task order will specify number of leave trees, spacing and type. All areas greater than 25% slope will be left as reserve areas.
- C.5.6 Sub item E - Hand Severing and Piling and Covering
- C.5.6.1 Level of Difficulty - The level of difficulty for hand severing, piling and covering (E1, E2, E3) is determined by the task order. The level is based on the crown closure of the material to be severed and slopes are greater than 30% for the area, as follows:
- Sub-Item E1 - Level I – Crown closure of the material to be hand severed and piled is estimated to be from 0 to 30% total cover.
- Sub-Item E2 - Level II – Crown closure of the material to be hand severed and piled is estimated to be from 31 to 60% total cover.
- Sub-Item E3- Level III – Crown closure of the material to be hand severed and piled is estimated to be greater than 60% total cover.
- C.5.6.2 Level of difficulty for hand piling and covering (E4, E5, E6) is determined by the task order. The level is based on the unit density or amount of material to be piled and covered on slopes 30% or greater for the area, as follows:
- Sub-Item E4 - Level IV – Unit density of the material to be hand piled and covered is estimated to be from 0 to 30% total cover.
- Sub-Item E5 - Level V - Unit density of the material to be hand piled and covered is estimated to be from 31 to 60% total cover.
- Sub-Item E6- Level VI - Unit density of the material to be hand piled and covered is estimated to be greater than 60% total cover.
- C.5.6.3 Level of difficulty for hand severing of western juniper (E7, E8, E9) is determined by the task order. The level is based on the unit density or amount of material to be hand severed for the area, as follows:
- Sub-Item E7 - Level VII – Unit density of the material to be hand severed is estimated to be from 0 to 30 percent total cover.
- Sub-Item E8 - Level VIII - Unit density of the material to be hand severed is estimated to be from 31 to 60 percent total cover.



Sub-Item E9- Level IX - Unit density of the material to be hand severed is estimated to be greater than 60 percent total cover.

- C5.6.4 Surplus vegetation including western juniper up to 24” DBH will be hand severed using a saw at the lowest stump height, followed by piling and covering. Leave trees are to be left on each acre treated, task order will specify number of leave trees, spacing and type.
- C5.6.5 Material to be treated by hand piling (Sub-Items E1-E6) is all slash between 1 and 6 inches in diameter and greater than 2 feet in length. Slash less than 1 inch in diameter or less than 2 feet in length shall be left on the ground. Slash left on the ground shall not exceed 6 inches in depth.
- C5.6.6 For Sub-Items E1-E6, an inventory or tally of pile numbers by shape code and average measurements shall be accomplished throughout the entire unit following the instructions in Section J and recorded on the Unit Pile Inventory Form provided in Section J. The information gathered will be used to determine the amount of burning needed.

C5.7 Sub-Item F- Crushing

- C5.7.1 Level of Difficulty - The level of difficulty for crushing is determined by the task order. The level is based on the unit density or amount of the material to be dozer crushed by a tomahawk equipped tractor or other crushing device on slopes under 30% for the area to be crushed, as follows:

Sub-Item F1 - Level I - Unit density of material to be machine crushed is estimated to be between 0 and 30% total cover. Slope is under 30%.

Sub-Item F2 - Level II - Unit density of material to be machine crushed is estimated to be between 31 and 60% total cover. Slope is under 30%.

Sub-Item F3 - Level III - Unit density of material to be machine crushed is estimated to be greater than 60% total cover. Slope is under 30%.

- C5.7.2 Material to be treated by crushing is all slash 3 to 10 inches in diameter.
- C5.7.3 Crushing shall be accomplished with a bulldozer with or without a crushing device or a wheeled tractor equipped with a crushing device. The fuel bed shall be treated such that down woody debris and fallen boles are broken up. Slash depth is lowered to the litter layer without visible air spaces. Maintain special treatment requirements as noted in C.5.11.

C5.8 Sub-Item G - Mowing

- C5.8.1 Level of Difficulty - The level of difficulty for mowing is determined by the task order. The level is based on the unit density or amount of the material to be mechanically mowed on slopes under 25% for the area to be treated, as follows:

Sub-Item G1 - Level I - Unit density of material to be treated is estimated to be from 0 to 30% total cover.

Sub-Item G2 - Level II -Unit density of material to be treated is estimated to be from 31 to 60 percent total cover.

Sub-Item G3 - Level III- Unit density of material to be treated is estimated to be greater than 60 percent total cover.

C.5.8.2 Mechanically mow all slash and brush. All slash not mowed shall be piled and covered under Sub-items C and E.

C.5.8.3 Brush mowing shall be accomplished with a wheeled or track machine with a powered mowing device. The fuel bed shall be treated such that down woody debris are broken up and lowered to the litter layer without visible air spaces. Brush fields as specified on each task order shall be mowed within six inches of the ground. Maintain special treatment requirements as noted in C.5.11.

C.5.9 Sub-Item H – Mechanical Gathering

C.5.9.1 Level of Difficulty - The level of difficulty for gathering is determined by the task order. The level is based on the number of severed stems per acre and the average skidding distance of the material to be mechanically gathered. Slope is less than 25%.

Sub-Item H1 - Level I – The number of severed stems per acre is 0-50 and average skidding distance is 500 feet to the nearest landing. Slope is less than 25%.

Sub-Item H2 - Level II – The number of severed stems per acre is 51-100 and average skidding distance is 500 feet to the nearest landing. Slope is less than 25%.

Sub-Item H3 - Level III – The number of severed stems per acre is greater than 100 and average skidding distance is 500 feet to the nearest landing. Slope is less than 25%.

Sub-Item H4 - Level IV – The number of severed stems per acre is 0-50 and average skidding distance is 1,000 feet to the nearest landing. Slope is less than 25%.

Sub-Item H5 - Level V – The number of severed stems per acre is 50-100 and average skidding distance is 1,000 feet to the nearest landing. Slope is less than 25%.

Sub-Item H6 - Level VI – The number of severed stems per acre is greater than 100 and average skidding distance is 1,000 feet to the nearest landing. Slope is less than 25%.

C.5.9.2 Gathering shall be accomplished with a wheeled tractor. Skidder shall provide one end load suspension. Gathering described in Sub-Items H1 through H6 shall only be accomplished during dry (as defined as 20% or less soil moisture at a depth of 6 inches) or soil that has been frozen to a depth of 6 inches for a period of at least 3 days or 20 inches of snow cover. Maintain special treatment requirements as noted in C.5.11.

C.5.9.3 Contractor shall pre-designate with Contractor-provided plastic flagging all ground-based routes to be used for transporting material within operational units. This network shall use existing trails as much as possible to keep the trail network to 12% or less of the total unit

surface area. Avoid stem damage to leave or reserve trees.

C.5.9.4 Material to be gathered will include surplus vegetation 7 inches and greater in diameter, such as western juniper that could be utilized as biomass.

C 5.10 Sub-item J - Forwarding

C.5.10.1 Level of difficulty for forwarding (J1, J2, J3) is determined by the task order. The level is based on the number of severed trees to be forwarded per acre, on slopes less than 30% for the area, and an average forwarding distance of 1000 feet as follows:

Sub-Item J1 - Level I – The severed tree count per acre is from 0 to 50 stems per acre. Slope is less than 30%.

Sub-Item J2 - Level II – The severed tree count per acre is from 50 to 100 stems per acre. Slope is less than 30%.

Sub-Item J3- Level III – The severed tree count per acre is greater than 100 stems per acre. Slope is less than 30%.

C.5.10.2 Forwarding shall be accomplished with a wheeled tractor which is capable of transporting the material off of the ground. Forwarding described in Sub-Items J1, J2 and J3, shall only be accomplished during dry soil conditions (as defined as 20% or less soil moisture at a depth of 6 inches) or on soil that has been frozen to a depth of 6 inches for a period of at least 3 days or 20 inches of snow cover. Maintain special treatment requirements contained in C.5.11.

C.5.11 Special Treatment Requirements

C.5.11.1 Pacific yew, cottonwood, Oregon ash, willow species, alder and big leaf maple trees may be present in several units and shall not be cut or damaged. Pacific yew, cottonwood, Oregon ash, willow species, alder and big leaf maple shall not be considered in meeting the spacing requirements for conifer or hardwood leave trees. Live Pacific yew, cottonwood, Oregon ash, willow species, alder and big leaf maple trees found in an inspection plot shall not be counted for determining payment. However, if Pacific yew, cottonwood, Oregon ash, willow species, alder and big leaf maple trees found damaged or cut in an inspection plot, this should be counted as cut leave trees for purposes of determining payment.

C.5.11.2 Any landslide located in project units is treated as a riparian reserve. All landslides shall receive a specified buffer (No-Treatment Zone) around the periphery of the slide.

C.5.11.3 Approximate locations of known riparian areas have been identified on each project unit map. Locations will be determined by yellow tags attached to a tree and or shrub with pink, florescent-glow flagging or other flagging designated in writing by the task order or COR. These riparian tags or flagging usually occur between 100 to 300 feet of a draw, confluence of several draws or swale bottoms. Trees or vegetation shall be left undisturbed where either riparian tags or flagging is attached. The surplus vegetation shall be treated. Equipment will not enter riparian reserves except at crossings designated by

the COR.

- C.5.11.4 Trees used as bearing trees at property corners, trees blazed or tagged to mark the line of any government survey or any tree identified as seed trees shall not be cut or destroyed under penalty of the law. Trees with reference tags or posters identifying forest projects shall also be left uncut.
- C.5.11.5 Approximately 1 acre of “No-Treatment Zones” shall be left untreated within every 10 acres treated. The non-treatment areas may be grouped together to eliminate extensive rocky areas, steep slopes, wet spots and other obvious exclusions unmarked or marked with yellow and white, blue and white or yellow and black striped plastic flagging. In the absence of obvious exclusion candidates, the COR will identify locations of no-treatment areas.
- C.5.11.6 The COR may identify additional individual leave trees or reserve areas within unit boundaries. Where the total unit area of “No Treatment Zones” exceeds 10% of the total unit, a deduction in payment will be made for that amount exceeding 10%. If a project unit has more than 20% of a different Sub-Item than the principle Sub-Item, payment will be made as two separate levels of difficulty.
- C.5.11.7 The Northwest Forest Plan and agency specific Land Use Plans (i.e. Klamath Resource Management Plan) require that 120 lineal feet of greater-than-16-inch diameter log material (in segments of 16 feet) per acre be maintained on lands included in the Northwest Forest Plan and 50 lineal feet of material greater than 12 inches elsewhere, provided the segments are longer than 8 feet. The requirement is only for forestland and does not apply to woodland-savanna. Each task order will state which requirements apply.

#### 1452.237-71 UTILIZATION OF WOODY BIOMASS

1. The contractor may remove and utilize woody biomass if:
  - (a) Project work is progressing as scheduled; and
  - (b) Removal is completed before contract expiration.
2. To execute this option, the contractor must submit a written request to the Government.
3. Following receipt of the written request, and if appropriate, the Government and the contractor will negotiate and execute a separate timber/ vegetative sales contract. Payment under the timber/ vegetative sale contract must be at a price equal to or greater than the appraised value of the woody biomass. The contractor must make any appropriate payment specified in the related timber/ vegetative sales contract before removal may be authorized.
4. If required by law, regulation or Bureau policy, the Government will prepare a timber/ vegetative sales notice and/or prospectus, including volume estimates, appraised value and any appropriate special provisions.

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

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

7. Definitions:

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

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

## SECTION E - INSPECTION AND ACCEPTANCE

### 52.246-4 INSPECTION OF SERVICES - FIXED-PRICE

(AUG 1996)

(a) *Definition.* “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 METHOD OF INSPECTION

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. The self-inspection by the contractor shall be done continually to assure that work proceeds according to specifications.

#### E.1.2 Inspection for Hazardous Fuel Reduction Treatments – All Sub-Items:

E.1.2.1 Inspections will be made on a series of 1/40th acre (18.625 feet radius) plots located at predetermined intervals across each work unit. Sufficient plots will be taken to obtain at least a one percent sample of the work unit.

E.1.2.2 Each inspection plot will be subdivided into four (4) quadrants based on cardinal directions. Each quadrant will be evaluated for compliance with all contract specifications as stated in Section C that pertains to that individual treatment. If two (2) or more quadrants fail to comply, the plot will fail.

### E.1.2.3 Work Quality Percentage

Work quality percentages are derived from data developed from inspection plots. The total number of satisfactory plots divided by the number of plots inspected determines the quality rate. This rate multiplied by 100 provides the work quality percentage.

Example:	Number of plots inspected	25
	Number of satisfactory plots	23
	23 divided by 25	.92
	Work Quality Percentage	92%

### E.2.0 ACCEPTANCE

E.2.1 Final acceptance of all items will be based upon satisfactory completion of the work in accordance with the specifications on a unit-by-unit basis for all items.

### E.2.2 Hazardous Fuel Reduction Treatments – All Items:

E.2.2.1 Satisfactory Work - Acceptance of work will be based on compliance with all specifications that correspond to the treatment. A minimum acceptable quality level (AQL) of 85 percent is required.

E.2.2.2 Unsatisfactory Work - If the work quality falls below 85 percent, the COR will immediately notify the Contractor in writing and direct the Contractor to improve the quality of his work. If the quality of work is not raised to an acceptable level within 5 working days after written notification, the Contracting Officer may issue a Suspend Work Order to resolve the problem, during which time contract performance time will continue to run. If untreated or unsatisfactorily treated areas are the primary reason for unsatisfactory work, the area shall be reworked to obtain satisfactory work quality.

### E.3.0 BASIS OF PAYMENT

#### E.3.1 Method of Measurement

E.3.1.1 Acreage is measured on the horizontal plane using the GPS (Global Positioning System) network.

E.3.1.2 The Contractor may, at any time during the course of the contract, request re-measurement of any project area if he feels that the acreage stated in the contract is incorrect. If re-measurement indicates that a variance of 5% or less exists, the Contractor will pay for the actual cost of the re-measurement. Under this condition, payment for the project area will be made on the acreage stated in the contract. If re-measurement indicates the actual variance is greater than 5%, payment for the project area will be based on the re-measured acreage.

#### E.3.2 Payment

Upon acceptance, payment for work will be made at the level of difficulty on the Schedule

of Items and at the unit price bid on a per acre basis for the acreage shown on the Schedule of Items. For units accepted which do not meet the minimum quality required, payment will be made at a unit price determined by multiplying the actual inspection percentage by the contract price.



## SECTION F - DELIVERIES OR PERFORMANCE

- F.1.0 The Contractor shall begin work within seven calendar days from the effective date of the Notice to Proceed for each task order and shall continue performance of the work under the contract without delay or interruption except for causes beyond his control as defined in the contract, or by the receipt of a "Suspend Work Order" issued by the Government. Failure to prosecute the work during acceptable conditions will be a basis for terminating the Contractor's right to proceed in accordance with the Default clause of the contract. The Contractor shall complete all work required within the time specified in the Schedule of Items.
- F.2.0 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 contract in determining placement of subsequent task orders. When past performance histories of awarded contractor are considered relatively close, price will be a major selection factor. The level of difficulty for each Sub-Item of work ordered will be determined by the COR in accordance with the definitions in Section C.

## SECTION G - CONTRACT ADMINISTRATION DATA

### G.1.0 CONTRACTING OFFICER'S REPRESENTATIVE DEFINITION

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

### G.2.0 PROJECT INSPECTOR DEFINITION

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

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

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

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

### G.4.0 NOTICE TO PROCEED

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

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

## SECTION H - SPECIAL CONTRACT REQUIREMENTS

### H.1.0 WORK HOURS

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

### H.2.0 PROSECUTION OF THE WORK

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

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

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

### H.3.0 ENVIRONMENTAL INTERRUPTION OF WORK

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

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

### H.4.0 PRESERVATION OF HISTORICAL AND ARCHEOLOGICAL RESOURCES

If, in connection with operations under this contract, the Contractor, subcontractors, or the employees of any of them, discovers, encounters or becomes aware of any objects or sites of cultural value on the project area, such as historical or prehistorical ruins, graves or

grave markers, fossils, or artifacts, the Contractor shall immediately suspend all operations in the vicinity of the cultural value and shall notify the COR in writing of the findings. No objects of cultural resource value may be removed. Operations may resume at the discovery site upon receipt of written instructions. Actions taken under this paragraph shall be subject to the Suspension of Work clause in Section I, FAR 52.242-14.

#### H.5.0 SUBCONTRACTS

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

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

#### H.6.0 RESTORATION OF RESOURCES

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

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

#### H.7.0 FIRE DANGER SEASON

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

#### 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  
3865 Wolverine St. NE; E-1  
Salem, OR 97305-1268

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

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 AND PAYMENT 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 original contract price and payment security on SF 25A in the penal sum of 20 percent of the original contract price. The security shall be submitted within ten (10) days after receipt of written notification of award.
- H.12.2 Performance and payment 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.12.7 Payment security shall be maintained for 90 days following final payment.

#### H.13.0 TASK ORDER OMBUDSMAN

1510-52.216-70 - The task order contract ombudsman for this contract is: Stephanie Coleman, Bureau of Land Management, Oregon State Office (952), 333 S.W. First Ave., P.O. Box 2965, Portland, OR 97208; telephone number (503) 808-6216; facsimile number (503) 808-6312; and e-mail address scoleman@blm.gov. In accordance with FAR 16.505(b)(4), the ombudsman shall review complaints from contractors regarding contracts awarded under Solicitation Number HAB068102, Mechanical Fuels Treatments. 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 Circ. 2005-09)

**\* Asterisked clauses are included in full text.**

52.202-1*	Definitions	(JUL 2004)
52.203-3	Gratuities	(APR 1984)
52.203-5	Covenant Against Contingent Fees	(APR 1984)
52.203-6	Restrictions on Subcontractor Sales to the Government	(JUL 1995)
52.203-7	Anti-Kickback Procedures	(JUL 1995)
52.203-8	Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity	(JAN 1997)
52.203-10	Price or Fee Adjustment for Illegal or Improper Activity	(JAN 1997)
52.203-12	Limitation on Payments to Influence Certain Federal Transactions (Applicable to contracts exceeding \$100,000)	(SEPT 2005)
52.204-4	Printed or Copied Double-Sided on Recycled Paper	(AUG 2000)
52.204-7*	Central Contractor Registration	(OCT 2003)
52.209-6	Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment	(JAN 2005)
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*	Order Limitations	(OCT 1995)
52.216-22*	Indefinite Quantity	(OCT 1995)
52.219-3	Notice of Total HUBZone Set-Aside (Applicable if noted on the Schedule).	(JAN 1999)
52.219-6	Notice of Total Small Business Set-Aside (Applicable if so noted on Schedule of Items.)	(JUN 2003)
52.219-8	Utilization of Small Business Concerns	(MAY 2004)
52.219-14*	Limitations on Subcontracting (Applicable only if project is set aside for small businesses.)	(DEC 1996)
52.222-3	Convict Labor	(JUN 2003)
52.222-4	Contract Work Hours and Safety Standards Act - Overtime Compensation	(JUL 2005)
52.222-21	Prohibition of Segregated Facilities	(FEB 1999)
52.222-26	Equal Opportunity	(APR 2002)
52.222-35	Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era and Other Eligible Veterans	(DEC 2001)
52.222-36	Affirmative Action for Workers with Disabilities	(JUN 1998)
52.222-37	Employment Reports on Special Disabled Veterans, Veterans of the Vietnam Era and Other Eligible Veterans	(DEC 2001)
52.222-39*	Notification of Employee Rights Concerning Payment of Union Dues or Fees	(DEC 2004)
52.222-41	Service Contract Act of 1965, as Amended	(JUL 2005)
52.222-42*	Statement of Equivalent Rates for Federal Hires	(MAY 1989)



52.222-44	Fair Labor Standards Act and Service Contract Act-Price Adjustment	(FEB 2002)	
52.222-50	Combating Trafficking in Persons	(APR 2006)	
52.223-6	Drug-Free Workplace	(MAY 2001)	
52.223-14	Toxic Chemical Release Reporting (Applicable if contract exceeds \$100,000.)	(AUG 2003)	
52.225-1	Buy American Act - Supplies	(JUN 2003)	
52.225-13	Restrictions on Certain Foreign Purchases	(FEB 2006)	
52.227-1	Authorization and Consent	(JUL 1995)	
52.227-2	Notice and Assistance Regarding Patent and Copyright Infringement	(AUG 1996)	
52.228-1*	Bid Guarantee (Applicable if bonds required. See Schedule of Items.)	(SEP 1996)	
52.228-2	Additional Bond Security (Applicable if bonds required. See Schedule of Items.)	(OCT 1997)	
52.228-5	Insurance-Work on a Government Installation (Applicable if DIAR 1452.228-70 is included.)	(JAN 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	(APR 2003)	
52.232-1*	Payments	(APR 1984)	
52.232-8	Discounts for Prompt Payment	(FEB 2002)	
52.232-9	Limitation on Withholding of Payments	(APR 1984)	
52.232-11	Extras	(APR 1984)	
52.232-17	Interest		(JUN 1996)
52.232-23	Assignment of Claims	(JAN 1986)	
52.232-25*	Prompt Payment	(OCT 2003)	
52.232-33*	Payment by Electronic Funds Transfer - Central Contractor Registration	(OCT 2003)	
52.233-1*	Disputes -- Alternate I (DEC 1991)	(JUL 2002)	
52.233-3	Protest After Award	(AUG 1996)	
52.233-4	Applicable Law for Breach of Contract Claim	(OCT 2004)	
52.236-6*	Superintendence by the Contractor	(APR 1984)	
52.236-7*	Permits and Responsibilities	(NOV 1991)	
52.242-13	Bankruptcy	(JUL 1995)	
52.242-14*	Suspension of Work	(APR 1984)	
52.243-1*	Changes - Fixed-Price (AUG 1987) -- Alternate I	(APR 1984)	
52.244-6	Subcontracts for Commercial Items	(FEB 2006)	
52.245-4*	Government-Furnished Property (Short Form)	(JUN 2003)	
52.246-25	Limitation of Liability - Services	(FEB 1997)	
52.248-1	Value Engineering	(FEB 2000)	
52.249-4*	Termination for Convenience of the Government (Services) (Short form)	(APR 1984)	
52.249-8*	Default (Fixed-Price Supply and Service)	(APR 1984)	
52.252-2*	Clauses Incorporated by Reference	(FEB 1998)	
52.253-1	Computer Generated Forms	(JAN 1991)	
1452.203-70	Restriction on Endorsements - Department of the Interior	(JUL 1996)	

## SECTION I - CONTRACT CLAUSES

### 52.202-1 DEFINITIONS

(JUL 2004)

(a) When a solicitation provision or contract clause uses a word or term that is defined in the Federal Acquisition Regulation (FAR), the word or term has the same meaning as the definition in FAR 2.101 in effect at the time the solicitation was issued, unless—

- (1) The solicitation, or amended solicitation, provides a different definition;
- (2) The contracting parties agree to a different definition;
- (3) The part, subpart, or section of the FAR where the provision or clause is prescribed provides a different meaning; or
- (4) The word or term is defined in FAR Part 31, for use in the cost principles and procedures.

(b) The FAR Index is a guide to words and terms the FAR defines and shows where each definition is located. The FAR Index is available via the Internet at <http://www.acqnet.gov> at the end of the FAR, after the FAR Appendix.

### 52.204-7 CENTRAL CONTRACT REGISTRATION

(OCT 2003)

(a) Definitions. As used in this clause—

“Central Contractor Registration (CCR) database” means the primary Government repository for Contractor information required for the conduct of business with the Government.

“Data Universal Numbering System (DUNS) number” means the 9-digit number assigned by Dun and Bradstreet, Inc. (D&B) to identify unique business entities.

“Data Universal Numbering System +4 (DUNS+4) number” means the DUNS number assigned by D&B plus a 4-character suffix that may be assigned by a business concern. (D&B has no affiliation with this 4-character suffix.) This 4-character suffix may be assigned at the discretion of the business concern to establish additional CCR records for identifying alternative Electronic Funds Transfer (EFT) accounts (see the FAR at Subpart 32.11) for the same parent concern.

“Registered in the CCR database” means that—

- (1) The Contractor has entered all mandatory information, including the DUNS number or the DUNS+4 number, into the CCR database; and
  - (2) The Government has validated all mandatory data fields and has marked the record “Active.”
- (b)(1) By submission of an offer, the offeror acknowledges the requirement that a prospective awardee shall be registered in the CCR database prior to award, during performance, and through final payment of any contract, basic agreement, basic ordering agreement, or blanket purchasing agreement resulting from this solicitation.

(2) The offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation “DUNS” or “DUNS +4” followed by the DUNS or DUNS +4 number that identifies the offeror’s name and address exactly as stated in the offer. The DUNS number will be used by the Contracting Officer to verify that the offeror is registered in the CCR database.

(c) If the offeror does not have a DUNS number, it should contact Dun and Bradstreet directly to obtain one.

(1) An offeror may obtain a DUNS number—

(i) If located within the United States, by calling Dun and Bradstreet at 1-866-705-5711 or via the Internet at <http://www.dnb.com>; or

(ii) If located outside the United States, by contacting the local Dun and Bradstreet office.

(2) The offeror should be prepared to provide the following information:

(i) Company legal business.

(ii) Tradestyle, doing business, or other name by which your entity is commonly recognized.

- (iii) Company Physical Street Address, City, State, and ZIP Code.
- (iv) Company Mailing Address, City, State and ZIP Code (if separate from physical).
- (v) Company Telephone Number.
- (vi) Date the company was started.
- (vii) Number of employees at your location.
- (viii) Chief executive officer/key manager.
- (ix) Line of business (industry).
- (x) Company Headquarters name and address (reporting relationship within your entity).

(d) If the Offeror does not become registered in the CCR database in the time prescribed by the Contracting Officer, the Contracting Officer will proceed to award to the next otherwise successful registered Offeror.

(e) Processing time, which normally takes 48 hours, should be taken into consideration when registering. Offerors who are not registered should consider applying for registration immediately upon receipt of this solicitation.

(f) The Contractor is responsible for the accuracy and completeness of the data within the CCR database, and for any liability resulting from the Government's reliance on inaccurate or incomplete data. To remain registered in the CCR database after the initial registration, the Contractor is required to review and update on an annual basis from the date of initial registration or subsequent updates its information in the CCR database to ensure it is current, accurate and complete. Updating information in the CCR does not alter the terms and conditions of this contract and is not a substitute for a properly executed contractual document.

(g)

(1)

(i) If a Contractor has legally changed its business name, "doing business as" name, or division name (whichever is shown on the contract), or has transferred the assets used in performing the contract, but has not completed the necessary requirements regarding novation and change-of-name agreements in Subpart 42.12, the Contractor shall provide the responsible Contracting Officer a minimum of one business day's written notification of its intention to (A) change the name in the CCR database; (B) comply with the requirements of Subpart 42.12 of the FAR; and (C) agree in writing to the timeline and procedures specified by the responsible Contracting Officer. The Contractor must provide with the notification sufficient documentation to support the legally changed name.

(ii) If the Contractor fails to comply with the requirements of paragraph (g)(1)(i) of this clause, or fails to perform the agreement at paragraph (g)(1)(i)(C) of this clause, and, in the absence of a properly executed novation or change-of-name agreement, the CCR information that shows the Contractor to be other than the Contractor indicated in the contract will be considered to be incorrect information within the meaning of the "Suspension of Payment" paragraph of the electronic funds transfer (EFT) clause of this contract.

(2) The Contractor shall not change the name or address for EFT payments or manual payments, as appropriate, in the CCR record to reflect an assignee for the purpose of assignment of claims (see FAR Subpart 32.8, Assignment of Claims). Assignees shall be separately registered in the CCR database. Information provided to the Contractor's CCR record that indicates payments, including those made by EFT, to an ultimate recipient other than that Contractor will be considered to be incorrect information within the meaning of the "Suspension of payment" paragraph of the EFT clause of this contract.

(h) Offerors and Contractors may obtain information on registration and annual confirmation requirements via the internet at <http://www.ccr.gov> or by calling 1-888-227-2423, or 269-961-5757.

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 from the date of contract award through five years thereafter.

(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 **\$15,000**, 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 of Items**).
- (3) A series of orders from the same ordering office within **30 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 Delivery-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 the end of the sixth year following contract award.

#### 52.219-14 LIMITATIONS ON SUBCONTRACTING

(DEC 1996)

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

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

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

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

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

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

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

(DEC 2004)

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(4) Contractor facilities where upon the written request of the Contractor, the Department of Labor Deputy Assistant Secretary for Labor-Management Programs has waived the posting

requirements with respect to any of the Contractor's facilities if the Deputy Assistant Secretary finds that the Contractor has demonstrated that—

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

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

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

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

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

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

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

(g) The Contractor shall include the substance of this clause in every subcontract or purchase order that exceeds the simplified acquisition threshold, entered into in connection with this contract, unless exempted by the Department of Labor Deputy Assistant Secretary for Labor-Management Programs on account of special circumstances in the national interest under authority of 29 CFR 470.3(c). For indefinite quantity subcontracts, the Contractor shall include the substance of this clause if the value of orders in any calendar year of the subcontract is expected to exceed the simplified acquisition threshold. Pursuant to 29 CFR Part 470, Subpart B—Compliance Evaluations, Complaint Investigations and Enforcement Procedures, the Secretary of Labor may direct the Contractor to take such action in the enforcement of these regulations, including the imposition of sanctions for noncompliance with respect to any such subcontract or purchase order. If the Contractor becomes involved in litigation with a subcontractor or vendor, or is threatened with such involvement, as a result of such direction, the Contractor may request the United States, through the Secretary of Labor, to enter into such litigation to protect the interests of the United States.

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

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

*This Statement is for Information Only:  
It is not a Wage Determination*

<b>Employee Class</b>	<b>Monetary Wage -Fringe Benefits</b>
-----------------------	---------------------------------------

[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 20 percent of the bid price.

(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 owners; 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

(OCT 2003)

Notwithstanding any other payment clause in this contract, the Government will make invoice payments under the terms and conditions specified in this clause. The Government considers payment as being made on the day a check is dated or the date of an electronic funds transfer (EFT). Definitions of pertinent terms are set forth in sections 2.101, 32.001, and 32.902 of the Federal Acquisition Regulation. All days referred to in this clause are calendar days, unless otherwise specified. (However, see paragraph (a)(4) of this clause concerning payments due on Saturdays, Sundays, and legal holidays.)

(a) Invoice payments—

(1) Due date.

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

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

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

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

(2) Certain food products and other payments.

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

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

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

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

(D) For dairy products, as defined in section 111(e) of the Dairy Production Stabilization Act of 1983 (7 U.S.C. 4502(e)), edible fats or oils, and food products prepared from edible fats or oils, as close as possible to, but not later than, the 10th day after the date on which a proper invoice has been received. Liquid milk, cheese, certain processed cheese products, butter, yogurt, ice cream, mayonnaise, salad dressings, and other similar products, fall within this classification. Nothing in the

Act limits this classification to refrigerated products. When questions arise regarding the proper classification of a specific product, prevailing industry practices will be followed in specifying a contract payment due date. The burden of proof that a classification of a specific product is, in fact, prevailing industry practice is upon the Contractor making the representation.

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

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

(i) Name and address of the Contractor.

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

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

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

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

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

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

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

(ix) Electronic funds transfer (EFT) banking information.

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

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

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

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

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

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

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

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

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

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

(ii) The prompt payment regulations at 5 CFR 1315.10(c) do not require the Government to pay interest penalties if payment delays are due to disagreement between the Government and the Contractor over the payment amount or other issues involving contract compliance, or on amounts temporarily withheld or retained in accordance with the terms of the contract. The Government and the Contractor shall resolve claims involving disputes and any interest that may be payable in accordance with the clause at FAR 52.233-1, Disputes.

(6) *Discounts for prompt payment.* The designated payment office will pay an interest penalty automatically, without request from the Contractor, if the Government takes a discount for prompt payment improperly. The Government will calculate the interest penalty in accordance with the prompt payment regulations at 5 CFR Part 1315.

(7) Additional interest penalty.

(i) The designated payment office will pay a penalty amount, calculated in accordance with the prompt payment regulations at 5 CFR Part 1315 in addition to the interest penalty amount only if—

(A) The Government owes an interest penalty of \$1 or more;

(B) The designated payment office does not pay the interest penalty within 10 days after the date the invoice amount is paid; and

(C) The Contractor makes a written demand to the designated payment office for additional penalty payment, in accordance with paragraph (a)(7)(ii) of this clause, postmarked not later than 40 days after the invoice amount is paid.

(ii)(A) The Contractor shall support written demands for additional penalty payments with the following data. The Government will not request any additional data. The Contractor shall—

(1) Specifically assert that late payment interest is due under a specific invoice, and request payment of all overdue late payment interest penalty and such additional penalty as may be required;

(2) Attach a copy of the invoice on which the unpaid late payment interest is due; and

(3) State that payment of the principal has been received, including the date of receipt.

(B) If there is no postmark or the postmark is illegible—

(1) The designated payment office that receives the demand will annotate it with the date of receipt, provided the demand is received on or before the 40th day after payment was made; or

(2) If the designated payment office fails to make the required annotation, the Government will determine the demand's validity based on the date the Contractor has placed on the demand, provided such date is no later than the 40th day after payment was made.

(iii) The additional penalty does not apply to payments regulated by other Government regulations (e.g., payments under utility contracts subject to tariffs and regulation).

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

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

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

52.232-33 PAYMENT BY ELECTRONIC FUNDS TRANSFER-  
CENTRAL CONTRACTOR REGISTRATION

(OCT 2003)

(a) *Method of payment.*

(a) Method of payment.

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

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

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

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

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

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

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

(e) Liability for uncompleted or erroneous transfers.

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

(i) Making a correct payment;

(ii) Paying any prompt payment penalty due; and

(iii) Recovering any erroneously directed funds.

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

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

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

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

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

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

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

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

(JUL 2002)

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

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

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

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

decision. A claim by the Government against the Contractor shall be subject to a written decision by the Contracting Officer.

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

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

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

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

(e) For Contractor claims of \$100,000 or less, the Contracting Officer must, if requested in writing by the Contractor, render a decision within 60 days of the request. For Contractor-certified claims over \$100,000, the Contracting Officer must, within 60 days, decide the claim or notify the Contractor of the date by which the decision will be made.

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

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

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

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

## 52.236-6 SUPERINTENDENCE BY THE CONTRACTOR

(APR 1984)

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

## 52.236-7 PERMITS AND RESPONSIBILITIES

(NOV 1991)

The Contractor shall, without additional expense to the Government, be responsible for obtaining any necessary licenses and permits, and for complying with any Federal, State, and municipal laws, codes, and regulations applicable to the performance of the work. The Contractor shall also be responsible for all damages to persons or property that occur as a result of the Contractor's fault or negligence. The Contractor shall also be responsible for all materials delivered and work performed

until completion and acceptance of the entire work, except for any completed unit of work which may have been accepted under the contract.

#### 52.242-14 SUSPENSION OF WORK

(APR 1984)

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

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

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

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

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

#### 52.243-1 CHANGES - FIXED-PRICE (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) (JUNE 2003)

(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 and its outlying areas, 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) of this clause, by written notice of default to the Contractor, terminate this contract in whole or in part if the Contractor fails to—

- (i) Deliver the supplies or to perform the services within the time specified in this contract or any extension;
- (ii) Make progress, so as to endanger performance of this contract (but see paragraph (a)(2) of this clause); or
- (iii) Perform any of the other provisions of this contract (but see paragraph (a)(2) of this clause).

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



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

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

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

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

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

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

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

#### 52.252-2 CLAUSES INCORPORATED BY REFERENCE

(FEB 1998)

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

<http://www.arnet.gov/far>, <http://www.doi.gov/pam/aindex.html>.

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

(a) The contractor shall procure and maintain during the term of this contract and any extension thereof liability insurance in form satisfactory to the Contracting Officer by an insurance company which is acceptable to the Contracting Officer. The named insured parties under the policy shall be the Contractor and the United States of America. The amounts of the insurance shall be not less than as follows:

\$500,000 each person

\$500,000 each occurrence

\$500,000 property damage

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

## SECTION J - LIST OF ATTACHMENTS

Statement of Classification and Wages of Government Employees

Wage Determination and Fringe Benefits

BLM Fire Requirements

Industrial Fire Precautions Levels

Sample Task Order

Vicinity Maps

Project maps for sample task order

Pile shapes and measurements illustration

Unit Pile Inventory Form

Sample Fire Prevention, Control and Work Progress Plan Form

SECTION J

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

CLASSIFICATION AND WAGES OF GOVERNMENT EMPLOYEES

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

<u>Labor Classification</u>	<u>Basic Rate</u>	<u>Fringe Benefits</u>
Laborer      WG-3	\$13.48	Life and Health
Foreman      WL-3	\$14.83	Insurance partly paid
Truck Driver  WG-5	\$15.81	by the Gov't
		- Retirement
		- Annual/Sick Leave

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

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

REGISTER OF WAGE DETERMINATIONS UNDER U.S. DEPARTMENT OF LABOR

THE SERVICE CONTRACT ACT EMPLOYMENT STANDARDS ADMINISTRATION

By direction of the Secretary of Labor WAGE AND HOUR DIVISION  
WASHINGTON, D.C. 20210

William W. Gross Division of Wage Wage Determination No: 1977-0079  
Director Determinations Revision No: 34  
Date Of Revision: 05/24/2006

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State: Oregon  
Area: Oregon Statewide  
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\*\*Fringe Benefits Required Follow the Occupational Listing\*\*

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

OCCUPATION CODE - TITLE MINIMUM WAGE RATE

08010 - Brush/Precommercial Thinner 13.54  
08040 - Choker Setter 13.64  
08070 - Faller/Bucker 24.09  
08100 - Fire Lookout 13.09  
08130 - Forestry Equipment Operator 15.82  
08160 - Forestry/Logging Heavy Equipment Operator 15.82  
08190 - Forestry Technician 17.45  
08190 - Forestry Truckdriver 13.85  
08250 - General Forestry Laborer 10.91  
08280 - Nursery Specialist 18.14  
08310 - Slash Piler/Burner 8.71  
08340 - Tree Climber 8.71  
08370 - Tree Planter 12.27  
08400 - Tree Planter, Mechanical 12.27

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ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

HEALTH & WELFARE: \$3.01 per hour or \$120.40 per week or \$521.73 per month

VACATION: 2 weeks paid vacation after 1 year of service with a contractor or successor; and 3 weeks after 10 years. Length of service includes the whole span of continuous service with the present contractor or successor, wherever

employed, and with the predecessor contractors in the performance of similar work at the same Federal facility. (Reg. 29 CFR 4.173)

**HOLIDAYS:** A minimum of ten paid holidays per year: New Year's Day, Martin Luther King Jr.'s Birthday, Washington's Birthday, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans' Day, Thanksgiving Day, and Christmas Day. (A contractor may substitute for any of the named holidays another day off with pay in accordance with a plan communicated to the employees involved.) (See 29 CFR 4.174)

**\*\* UNIFORM ALLOWANCE \*\***

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

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

**\*\* NOTES APPLYING TO THIS WAGE DETERMINATION \*\***

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

Source of Occupational Title and Descriptions:

The duties of employees under job titles listed are those described in the "Service Contract Act Directory of Occupations," Fourth Edition, January 1993,

as amended by the Third Supplement, dated March 1997, unless otherwise indicated. This publication may be obtained from the Superintendent of Documents, at 202-783-3238, or by writing to the Superintendent of Documents, U.S. Government Printing Office, Washington, D.C. 20402. Copies of specific job descriptions may also be obtained from the appropriate contracting officer.

#### REQUEST FOR AUTHORIZATION OF ADDITIONAL CLASSIFICATION AND WAGE RATE { Standard

Form 1444 (SF 1444)}

#### Conformance Process:

The contracting officer shall require that any class of service employee which is not listed herein and which is to be employed under the contract (i.e., the work to be performed is not performed by any classification listed in the wage determination), be classified by the contractor so as to provide a reasonable relationship (i.e., appropriate level of skill comparison) between such unlisted classifications and the classifications listed in the wage determination. Such conformed classes of employees shall be paid the monetary wages and furnished the fringe benefits as are determined. Such conforming process shall be initiated by the contractor prior to the performance of contract work by such unlisted class(es) of employees. The conformed classification, wage rate, and/or fringe benefits shall be retroactive to the commencement date of the contract.

{ See Section 4.6 (C)(vi) } When multiple wage determinations are included in a contract, a separate SF 1444 should be prepared for each wage determination to which a class(es) is to be conformed.

The process for preparing a conformance request is as follows:

- 1) When preparing the bid, the contractor identifies the need for a conformed occupation(s) and computes a proposed rate(s).
- 2) After contract award, the contractor prepares a written report listing in order proposed classification title(s), a Federal grade equivalency (FGE) for each proposed classification(s), job description(s), and rationale for proposed wage rate(s), including information regarding the agreement or disagreement of the authorized representative of the employees involved, or where there is no authorized representative, the employees themselves. This report should be submitted to the contracting officer no later than 30 days after such unlisted class(es) of employees performs any contract work.
- 3) The contracting officer reviews the proposed action and promptly submits a report of the action, together with the agency's recommendations and pertinent information including the position of the contractor and the employees, to the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, for review. (See section 4.6(b)(2) of Regulations 29 CFR Part 4).
- 4) Within 30 days of receipt, the Wage and Hour Division approves, modifies, or disapproves the action via transmittal to the agency contracting officer, or notifies the contracting officer that additional time will be required to process the request.
- 5) The contracting officer transmits the Wage and Hour decision to the contractor.
- 6) The contractor informs the affected employees.

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

When preparing a conformance request, the "Service Contract Act Directory of

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



## SECTION J - BLM FIRE PROTECTION REQUIREMENTS

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

### 1. CLOSED FIRE SEASON

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

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

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

### 2. FIRE PRECAUTION LEVELS

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

**Level 1** is the lowest level of fire danger usually occurring early in the season and perhaps again after significant rainfall during the season. All requirements listed above apply. Waivers may be issued by the State Districts or Protective Associations and these MUST be approved by the BLM. Waivers will only be considered if the conditions on the work site are not as severe as predicted. The requirements for fire tools on site, screens installed in saws, and fire extinguishers with saws will not

be waived.

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

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

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

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

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

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

**3. FIRE TOOLS REQUIRED DURING CLOSED FIRE SEASON**

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

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

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

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

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

**SAMPLE TASK ORDER**

To: (Contractor's name)

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

Contract No: HAC06xxxx  
 Item Number(s): See Below

Requesting Office: Lakeview District  
 Task Order No:  
 Task Order Date:

<u>Item</u>	<u>FTZ Number &amp; Name</u>	<u>Unit/ Treatment</u>	<u>Qty.</u>	<u>Unit</u>	<u>Unit Price</u>	<u>Total Amount</u>
A1	Stukel #4	Mechanical Severing & Piling	85	AC		
B6	Wong Wok	Grinding	278	AC		
B9	Shin Bruiser	Mechanical Plantation Maintenance	344	AC		
D1	Stukel 4B	Mechanical Severing & Piling	58	AC		
G2	Stukel Mow	Mowing	35	AC		
H2	North Aspen	Gathering	209	AC		
J1	FTZ #176	Forwarding	329	AC		

FTZ = Fuel Treatment Zone

AC=acre

ESTIMATED START WORK DATE: October 1, 2006

PERFORMANCE TIME: 473 Calendar Days

\*\*\*\*\*

Accounting and Appropriation Data: OR014-

\*\*\*\*\*

\_\_\_\_\_  
 Name and Title of Contractor

\_\_\_\_\_  
 Name of Contracting Officer

\_\_\_\_\_  
 Contractor Signature

\_\_\_\_\_  
 Contracting Officer's Signature

\_\_\_\_\_  
 Date

\_\_\_\_\_  
 Date

## BLM Fire Requirements

### Industrial Fire Precaution Levels

**I** **Closed Season** - Fire precaution requirements are in effect. A Fire Watch/Security is required at this and all higher levels unless otherwise waived.

**II** **Partial Hootowl** - The following may operate only between the hours of 8 p.m. and 1 p.m. local time:

- power saws except at loading sites;
- cable yarding;
- blasting;
- welding or cutting of metal.

**III** **Partial Shutdown** - the following are prohibited except as indicated:

- cable yarding - except that gravity operated logging systems employing non-motorized carriages may operate between 8 p.m. and 1 p.m. when all blocks and moving lines are suspended 10 feet above the ground except the line between the carriage and the chokers.
- power saws - except power saws may be used at loading sites and on tractor/skidder operations between the hours of 8 p.m. and 1 p.m. local time.

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

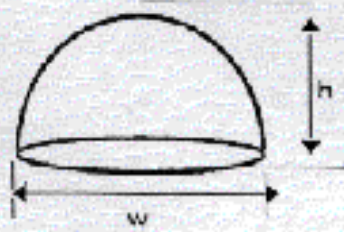
- Tractor, skidder, feller-buncher, forwarder, or shovel logging operations where tractors, skidders, or other equipment with a blade capable of constructing fire-line are immediately available to quickly reach and effectively attack a fire start;
- mechanized loading or hauling of any product or material; blasting;
- welding or cutting of metal
- any other spark emitting operation not specifically mentioned.

**IV** **General Shutdown** - All operations are prohibited.

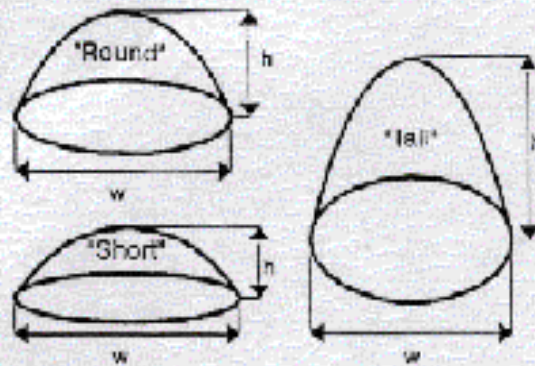
**NOTE:** Where hauling or travel involves transit through more than one shutdown/regulated use area, the precaution level at the woods loading site shall govern the level of haul or travel restriction, unless otherwise prohibited by other than the industrial precaution level system.

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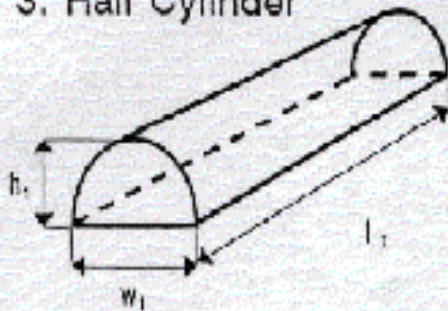
1. Half-section of Sphere



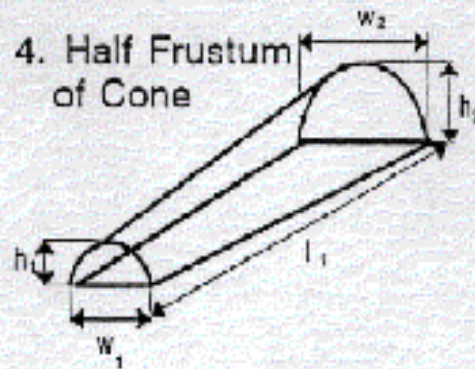
2. Parabaloids



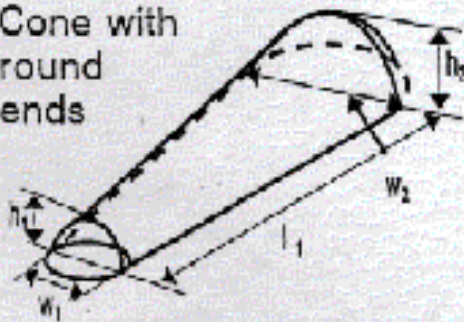
3. Half Cylinder



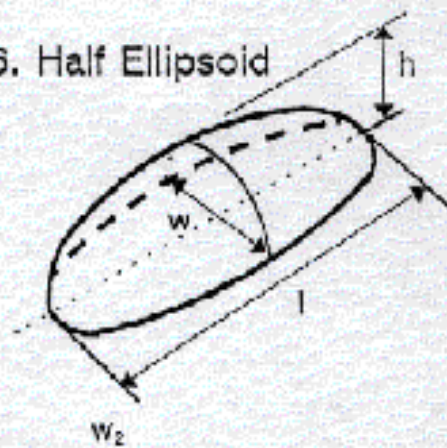
4. Half Frustum of Cone



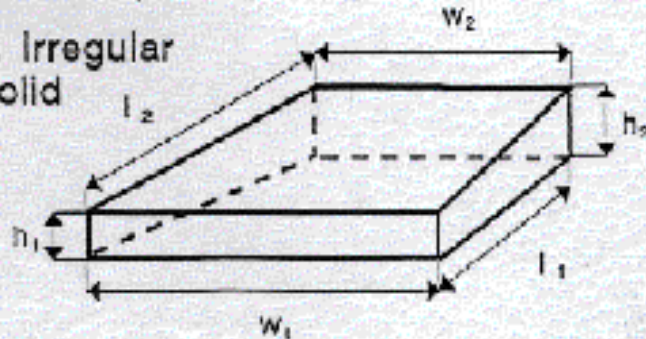
5. Half Frustum of Cone with round ends



6. Half Ellipsoid



7. Irregular Solid



# Unit Pile Inventory The highlighted areas are completed by the Contractor.

Facts #	Forest District ID	County Number	Project Name	Project or Unit #	Dist From DA	Legal Location	Elev	Spec Prot. Zone
		18						
		18						
		18						
		18						
		18						

Slope	Burn Reason	Burn Type	Fuel Method	Species	Diameter Code	Treatment Date (mmyy)	Duff Depth	Unit Acres
	H	G	C				01	
	H	G	C				01	
	H	G	C				01	
	H	G	C				01	
	H	G	C				01	

Pile Tons (total)	Total pile number	Pile shape	Height #1	Height #2	Length #1	Length #2	Width #1	Width #2

CONTRACTOR	DATE	REMARKS
Signature		Signature





