

AWARD DATA

Orders May Be Placed Through 9/18/2012

Prescribed Burning, Indefinite-Delivery, Indefinite-Quantity

Ordering Agencies:

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

BLM Contract No.: HAC088K00

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

Contractor: Ponderosa Reforestation, Inc.

PO Box 1067

Medford, OR 97501

541-601-1977

For maps and illustrations, contact: Jessica Clark at 503-808-6226

Maximum Order Limitation (MOL) is \$250,000/task order

30-day MOL is \$500,000

Revised pricing in accordance with
contractor's fax dated September 15, 2008
Solicitation No. HAQ082023

SECTION A - CONTINUATION OF STANDARD FORM 1449

PRESCRIBED BURNING, WITHIN THE SOUTHWESTERN OREGON AREA

FIRST YEAR, FROM DATE OF AWARD THROUGH ANNIVERSARY DATE OF
CONTRACT AWARD

<u>Sub- item</u>	<u>Description/ Level of Difficulty</u>	<u>Est Qty</u>	<u>Unit</u>	<u>Unit Price</u>	<u>Total Amount</u>
A	<u>Hand Pile Burn and Mop- Up</u>				
A1	Level I	100	AC	\$35.00	\$3,500.00
A2	Level II	100	AC	\$70.00	\$7,000.00
A3	Level III	100	AC	\$90.00	\$9,000.00
				TOTAL - SUBITEM A	<u>\$19,500.00</u>
B	<u>Prescribed Fire Modules</u>				
B1	Engine & Two Person Crew	100	DR	\$875.00	\$87,500.00
B2	Engine & Two Person Crew With water delivery system	100	DR	\$1,325.00	\$132,500.00
B3	Engine & Five Person Crew With water delivery system	100	DR	\$1,525.00	\$152,500.00
B4	Engine with Five Person Crew	100	DR	\$1,400.00	\$140,000.00
B5	Five Person Crew	100	DR	\$1,190.00	\$119,000.00
				TOTAL - SUBITEM B	<u>\$631,500.00</u>
C	<u>Fireline Construction and Maintenance</u>				
C1	Level I	1000	LF	\$0.30	\$300.00
C2	Level II	1000	LF	\$0.60	\$600.00
				TOTAL - SUBITEM C	<u>\$900.00</u>

AC = Acre Qty = Quantity
DR = Daily Rate LF = Linear Foot

This is a four-year indefinite-delivery, indefinite-quantity contract for hazardous fuels reduction treatment services specified for the Bureau of Land Management (BLM), Medford District, Oregon. The Bureau of Indian Affairs, Fish and Wildlife Service, National Park Service and USDA, Forest Service are authorized to issue task orders against this contract. The quantities listed are a representative proportion of the quantities of services anticipated to be ordered throughout the contract, for evaluation purposes only.

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

PERFORMANCE TIME: One (1) calendar day for each \$1,500 value of the task order.
ESTIMATED START WORK DATE: September 16, 2008

THIS PROCUREMENT IS SET ASIDE FOR SMALL BUSINESS CONCERNS.

ANNUAL ECONOMIC PRICE ADJUSTMENT: Offerors wishing to propose revised prices in the second, third, and fourth years shall state in the space below the economic price adjustment percentage to be used by the Government to compute prices to be effective for these 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, second, third and fourth year prices will be the same as base year prices. Offeror's economic price adjustment percentage:

2nd Year 1%
3rd Year 1%
4th Year 1%

EVALUATION FOR AWARD

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

The Government may elect to make single or multiple contract awards to two or more sources under this solicitation in accordance with Section E, Instructions, Conditions, and Notices to Offeror, Provision 52.212-1.

Award will be in accordance with Section E, Clauses 52-212-1 Instructions to Offerors – Commercial Items and 52.212-2 Evaluation – Commercial Items.

TASK ORDERS

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

All task orders will be placed no later than four years from the date of contract award. Prices for the base year will be effective for one year from the date of contract award. Prices for the subsequent years will be effective the first day after the anniversary date of contract award. The date of the order placed by the Government will determine the task order prices. The total value of all task orders will not exceed \$8,000,000. See a sample task order in Section D. This sample task order is provided as an illustration only.

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

MAXIMUM TASK ORDER LIMITATION

The Contractor's maximum task order limitation is \$250,000 (Insert task order limitation. Maximum is \$250,000 if no amount is shown.).

The Contractor may limit the maximum dollar value of task orders it is willing to accept within a 30-calendar day period. The Contractor's maximum limitation for a 30-calendar day period is \$500,000 (Insert order limitation. Maximum is \$500,000 if no amount is shown.)

PERFORMANCE BONDS ARE REQUIRED FOR THIS SOLICITATION (SEE SECTION D – CLAUSE 11.2, PERFORMANCE SECURITY) IN AN AMOUNT NOT LESS THAN 20 PERCENT OF THE MINIMUM GUARANTEE (\$30,000).

REFER TO SECTION C, CLAUSES 52.216-18 ORDERING, 52.216-19 TASK ORDER LIMITATIONS, 52.216-22 INDEFINITE QUANTITY, AND 1452.228-70 LIABILITY INSURANCE.

CONTRACTOR SHALL PROVIDE A TECHNICAL PROPOSAL IN ACCORDANCE WITH THE FORMAT AND CONTENT AS OUTLINED IN SECTION E.

SECTION B - CONTINUATION OF STANDARD FORM 1449

ADDENDA TO STANDARD FORM 1449 (Block 18b)

Submit invoices to the COR's attention at:

Bureau of Land Management
Medford District Office
3040 Biddle Road
Medford, OR 97504

SECTION C - CONTRACT CLAUSES

52.212-4 CONTRACT TERMS AND CONDITIONS-- COMMERCIAL ITEMS

(FEB 2007)

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

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

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

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

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

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

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

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

(g) Invoice.

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

(i) Name and address of the Contractor;

(ii) Invoice date and number;
(iii) Contract number, contract line item number and, if applicable, the order number;
(iv) Description, quantity, unit of measure, unit price and extended price of the items delivered;

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

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

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

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

and

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

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

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

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

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

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

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

(i) Payment.—

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

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

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

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

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

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

- (1) Delivery of the supplies to a carrier, if transportation is f.o.b. origin; or
- (2) Delivery of the supplies to the Government at the destination specified in the contract, if transportation is f.o.b. destination.

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

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

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

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

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

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

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

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

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

- (1) The schedule of supplies/services.

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

(3) The clause at [52.212-5](#).

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

(5) Solicitation provisions if this is a solicitation.

(6) Other paragraphs of this clause.

(7) The [Standard Form 1449](#).

(8) Other documents, exhibits, and attachments.

(9) The specification.

(t) Central Contractor Registration (CCR).

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

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

(ii) If the Contractor fails to comply with the requirements of paragraph (t)(2)(i) of this clause, or fails to perform the agreement at paragraph (t)(2)(i)(C) of this clause, and, in the absence of a properly executed novation or change-of-name agreement, the CCR information that shows the Contractor to be other than the Contractor indicated in the contract will be considered to be incorrect information within the meaning of the "Suspension of Payment" paragraph of the electronic funds transfer (EFT) clause of this contract.

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

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

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

(JUN 2008)

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

(1) [52.233-3](#), Protest After Award (AUG 1996) ([31 U.S.C. 3553](#)).

(2) [52.233-4](#), Applicable Law for Breach of Contract Claim (OCT 2004) (Pub. L. 108-77, 108-78)

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

[Contracting Officer check as appropriate.]

(1) [52.203-6](#), Restrictions on Subcontractor Sales to the Government (Sept 2006), with Alternate I (Oct 1995) ([41 U.S.C. 253g](#) and [10 U.S.C. 2402](#)).

(2) [52.219-3](#), Notice of Total HUBZone Set-Aside (Jan 1999) ([15 U.S.C. 657a](#)).

(3) [52.219-4](#), Notice of Price Evaluation Preference for HUBZone Small Business Concerns (JULY 2005) (if the offeror elects to waive the preference, it shall so indicate in its offer) ([15 U.S.C. 657a](#)).

(4) [Reserved]

(5)(i) [52.219-6](#), Notice of Total Small Business Set-Aside (June 2003) ([15 U.S.C. 644](#)).

(ii) Alternate I (Oct 1995) of [52.219-6](#).

(iii) Alternate II (Mar 2004) of [52.219-6](#).

(6)(i) [52.219-7](#), Notice of Partial Small Business Set-Aside (June 2003) ([15 U.S.C. 644](#)).

(ii) Alternate I (Oct 1995) of [52.219-7](#).

(iii) Alternate II (Mar 2004) of [52.219-7](#).

(7) [52.219-8](#), Utilization of Small Business Concerns (May 2004) ([15 U.S.C. 637\(d\)\(2\)](#) and (3)).

(8)(i) [52.219-9](#), Small Business Subcontracting Plan (Apr 2008) ([15 U.S.C. 637\(d\)\(4\)](#)).

(ii) Alternate I (Oct 2001) of [52.219-9](#).

(iii) Alternate II (Oct 2001) of [52.219-9](#).

(9) [52.219-14](#), Limitations on Subcontracting (Dec 1996) ([15 U.S.C. 637\(a\)\(14\)](#)).

(10) [52.219-16](#), Liquidated Damages—Subcontracting Plan (Jan 1999) ([15 U.S.C. 637\(d\)\(4\)\(F\)\(i\)](#)).

(11)(i) [52.219-23](#), Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns (SEPT 2005) ([10 U.S.C. 2323](#)) (if the offeror elects to waive the adjustment, it shall so indicate in its offer).

(ii) Alternate I (June 2003) of [52.219-23](#).

(12) [52.219-25](#), Small Disadvantaged Business Participation Program—Disadvantaged Status and Reporting (Apr 2008) (Pub. L. 103-355, section 7102, and [10 U.S.C. 2323](#)).

(13) [52.219-26](#), Small Disadvantaged Business Participation Program—Incentive Subcontracting (Oct 2000) (Pub. L. 103-355, section 7102, and [10 U.S.C. 2323](#)).

— (14) [52.219-27](#), Notice of Total Service-Disabled Veteran-Owned Small Business Set-Aside (May 2004) ([15 U.S.C. 657 f](#)).

X (15) [52.219-28](#), Post Award Small Business Program Rerepresentation (June 2007) ([15 U.S.C. 632\(a\)\(2\)](#)).

X (16) [52.222-3](#), Convict Labor (June 2003) (E.O. 11755).

— (17) [52.222-19](#), Child Labor—Cooperation with Authorities and Remedies (Feb 2008) (E.O. 13126).

X (18) [52.222-21](#), Prohibition of Segregated Facilities (Feb 1999).

X (19) [52.222-26](#), Equal Opportunity (Mar 2007) (E.O. 11246).

X (20) [52.222-35](#), Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (Sept 2006) ([38 U.S.C. 4212](#)).

X (21) [52.222-36](#), Affirmative Action for Workers with Disabilities (Jun 1998) ([29 U.S.C. 793](#)).

X (22) [52.222-37](#), Employment Reports on Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (Sept 2006) ([38 U.S.C. 4212](#)).

X (23) [52.222-39](#), Notification of Employee Rights Concerning Payment of Union Dues or Fees (Dec 2004) (E.O. 13201).

X (24)(i) [52.222-50](#), Combating Trafficking in Persons (Aug 2007) (Applies to all contracts).

— (ii) Alternate I (Aug 2007) of [52.222-50](#).

X (25)(i) [52.223-9](#), Estimate of Percentage of Recovered Material Content for EPA-Designated Items (May 2008) ([42 U.S.C. 6962\(c\)\(3\)\(A\)\(ii\)](#)).

— (ii) Alternate I (May 2008) of [52.223-9](#) ([42 U.S.C. 6962\(i\)\(2\)\(C\)](#)).

— (26) [52.223-15](#), Energy Efficiency in Energy-Consuming Products (DEC 2007) ([42 U.S.C. 8259b](#)).

— (27)(i) [52.223-16](#), IEEE 1680 Standard for the Environmental Assessment of Personal Computer Products (DEC 2007) (E.O. 13423).

— (ii) Alternate I (DEC 2007) of [52.223-16](#).

— (28) [52.225-1](#), Buy American Act—Supplies (June 2003) ([41 U.S.C. 10a-10d](#)).

— (29)(i) [52.225-3](#), Buy American Act—Free Trade Agreements—Israeli Trade Act (Aug 2007) ([41 U.S.C. 10a-10d](#), [19 U.S.C. 3301](#) note, [19 U.S.C. 2112](#) note, Pub. L 108-77, 108-78, 108-286, 109-53 and 109-169).

— (ii) Alternate I (Jan 2004) of [52.225-3](#).

— (iii) Alternate II (Jan 2004) of [52.225-3](#).

— (30) [52.225-5](#), Trade Agreements (NOV 2007) ([19 U.S.C. 2501](#), et seq., [19 U.S.C. 3301](#) note).

X (31) [52.225-13](#), Restrictions on Certain Foreign Purchases (June 2008) (E.O.'s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).

— (32) [52.226-4](#), Notice of Disaster or Emergency Area Set-Aside (Nov 2007) ([42 U.S.C. 5150](#)).

— (33) [52.226-5](#), Restrictions on Subcontracting Outside Disaster or Emergency Area (Nov 2007) ([42 U.S.C. 5150](#)).

X (34) [52.232-29](#), Terms for Financing of Purchases of Commercial Items (Feb 2002) ([41 U.S.C. 255\(f\)](#), [10 U.S.C. 2307\(f\)](#)).

___ (35) [52.232-30](#), Installment Payments for Commercial Items (Oct 1995) ([41 U.S.C. 255\(f\)](#), [10 U.S.C. 2307\(f\)](#)).

X (36) [52.232-33](#), Payment by Electronic Funds Transfer—Central Contractor Registration (Oct 2003) ([31 U.S.C. 3332](#)).

___ (37) [52.232-34](#), Payment by Electronic Funds Transfer—Other than Central Contractor Registration (May 1999) ([31 U.S.C. 3332](#)).

___ (38) [52.232-36](#), Payment by Third Party (May 1999) ([31 U.S.C. 3332](#)).

___ (39) [52.239-1](#), Privacy or Security Safeguards (Aug 1996) ([5 U.S.C. 552a](#)).

___ (40)(i) [52.247-64](#), Preference for Privately Owned U.S.-Flag Commercial Vessels (Feb 2006) ([46 U.S.C. Appx. 1241\(b\)](#) and [10 U.S.C. 2631](#)).

___ (ii) Alternate I (Apr 2003) of [52.247-64](#).

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

[Contracting Officer check as appropriate.]

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

X (2) [52.222-42](#), Statement of Equivalent Rates for Federal Hires (May 1989) ([29 U.S.C. 206](#) and [41 U.S.C. 351](#), et seq.).

___ (3) [52.222-43](#), Fair Labor Standards Act and Service Contract Act—Price Adjustment (Multiple Year and Option Contracts) (Nov 2006) ([29 U.S.C. 206](#) and [41 U.S.C. 351](#), et seq.).

X (4) [52.222-44](#), Fair Labor Standards Act and Service Contract Act—Price Adjustment (Feb 2002) ([29 U.S.C. 206](#) and [41 U.S.C. 351](#), et seq.).

___ (5) [52.222-51](#), Exemption from Application of the Service Contract Act to Contracts for Maintenance, Calibration, or Repair of Certain Equipment—Requirements (Nov 2007) ([41 U.S.C. 351](#), et seq.).

___ (6) [52.222-53](#), Exemption from Application of the Service Contract Act to Contracts for Certain Services—Requirements (Nov 2007) ([41 U.S.C. 351](#), et seq.).

___ (7) [52.237-11](#), Accepting and Dispensing of \$1 Coin (Aug 2007) ([31 U.S.C. 5112\(p\)\(1\)](#)).

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

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

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

(3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This does not require the

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

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

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

(ii) [52.222-26](#), Equal Opportunity (Mar 2007) (E.O. 11246).

(iii) [52.222-35](#), Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (Sept 2006) ([38 U.S.C. 4212](#)).

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

(v) [52.222-39](#), Notification of Employee Rights Concerning Payment of Union Dues or Fees (Dec 2004) (E.O. 13201).

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

(vii) [52.222-50](#), Combating Trafficking in Persons (Aug 2007) ([22 U.S.C. 7104\(g\)](#)). Flow down required in accordance with paragraph (f) of FAR clause [52.222-50](#).

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

(ix) [52.222-53](#), Exemption from Application of the Service Contract Act to Contracts for Certain Services-Requirements (Nov 2007) ([41 U.S.C. 351](#), et seq.).

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

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

52.216-18 ORDERING

(OCT 1995)

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

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

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

52.216-19 ORDER LIMITATIONS

(OCT 1995)

(a) Minimum order. When the Government requires supplies or services covered by this contract in an amount of less than \$5,000, the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.

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

- (1) Any order for single item in excess of (See Schedule).
- (2) Any order for a combination of items in excess of (See Schedule).

(3) A series of orders from the same ordering office within 30 days that together call for quantities exceeding (See Schedule).

(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 one year following the last date that task orders may be placed.

52.252-02 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 the clause may be accessed electronically at this/these address(es):

Federal Acquisition Regulation clauses and provisions:

<http://www.acquisition.gov/comp/far/index.htm> or <http://www.arnet.gov/far/loadmainre.html>

CLAUSES INCORPORATED BY REFERENCE

<u>Clause</u>	<u>Title</u>	<u>Date</u>
52.203-3	Gratuities	APR 1984
52.204-4	Printed or Copied Double-Sided on Recycled Paper	AUG 2000
52.204-7	Central Contractor Registration	JULY 2006
52.228-2	Additional Bond Security (Applicable if bonds required. See Schedule of Items.)	OCT 1997
52.228-11*	Pledges of Assets (Applicable if bonds required. See Schedule of Items.)	FEB 1992
52.228-14	Irrevocable Letter of Credit (Applicable if bonds required. See Schedule of Items.)	DEC 1999
52.242-13	Bankruptcy	JULY 1995
52.242-14	Suspension of Work	APR 1984
52-242-15	Stop Work Order	AUG 1989

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

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

\$500,000 each person
\$500,000 each occurrence
\$500,000 property damage

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

SECTION D - CONTRACT DOCUMENTS, EXHIBITS OR ATTACHMENTS

- Attachment 1 Statement of Work
- Attachment 2 Classification and Wages of Government Employees (For Comparison Only)
- Attachment 3 Wage Determination
- Attachment 4 Fire Requirements
- Attachment 5 Medford District Vicinity Map (Attached separately)
- Attachment 6 Sample Task Order (Awarded task orders will be system generated with similar content, but different format.) (Attached separately)
- Attachment 7 Sample Task Order Maps (Attached separately)

ATTACHMENT 1

Specifications Prescribed Burning, Indefinite-Delivery, Indefinite-Quantity

1.0 GENERAL

- 1.1 Introduction - This project requires fuels management services to reduce the risk of wildland fires.
- 1.2 Background - Project areas are reforestation areas, natural and managed stands of timber woodlands, shrubfields, or grass areas of all ages, size, and species. Fuels will consist of harvest activity slash and natural fuels, live fuels, piled fuels and slashed shrubs and trees. Fuel loadings range from less than ½ ton per acre to as high as 80 tons or more per acre. Treatments such as prescribed fire have been shown to reduce the risk of wildland fire and the severity of fires that do occur. It is the objective of this contract to reduce fuel loading present on identified units.
- 1.3 Scope - This contract requires prescribed burning, mop-up and other related services in compliance with its terms, specifications and provisions. This includes furnishing labor, supervision, transportation, operating supplies and incidentals to perform all work necessary to conduct prescribed burning and mop-up.
- 1.4 Location of Project Units -The work will be performed primarily in southern Oregon within a radius of 3 hours travel time from the city limits of Medford. The specific location of sample projects are shown on the maps in Attachment 7.
- 1.5 Boundaries of Project Units - The project units are generally identifiable as logged units, by changes in vegetation, roads, or flagging. The boundaries can be adjacent timber stands, recent harvest units, property line boundaries, or other natural or manmade features that clearly define the boundary as noted on the project unit maps.
- 1.6 Access to Project Units
- 1.6.1 Access is by all-weather and seasonal roads. Seasonal roads may be impassable for several days after heavy rains, or snow-blocked during the winter months.
- 1.6.2 Contractors accessing project units via private land shall obtain permission to travel over private lands. The Contractor shall provide the Government a written statement or written documentation of verbal approval given by a named person on a stated date and time that the contractor has been granted permission to travel over private lands.
- 1.6.3 Access to individual project units may be through locked gates. Access behind locked gates shall be for the purpose of conducting work under this contract only. Locked gates shall remain locked at all times other than when the Contractor is passing through them unless other arrangements are approved by the Contracting Officer's Representative (COR) or alternate COR.

- 1.6.4 A key for access to locked gates may be supplied to the Contractor at issuance of a task order. Access behind locked gates shall be for the purpose of conducting work under this contract only. Gates with locks shall be locked immediately after entry or exit by the Contractor for each project unit. Supplying the Contractor a key for access is at the discretion of COR. The key shall be returned to the COR in a usable condition before final payment is made on the task order. The Contractor will be charged \$30.00 for each key lost or returned in an unusable condition.
- 1.6.5 When two or more locks are present on a gate, the Contractor shall secure the lock so that access is not restricted nor prevent the unlocking of other locks on the gate.
- 1.7 Unique Features of Project Units - Standing timber, wildlife trees and snags may be present within the project sites. Research plots or special protection buffers may be located within the project boundaries. These may have seasonal restrictions on operations, and cannot be disturbed during project treatments.
- 1.8 Wildfire Guidelines and Procedure - If, in the judgment of the COR, a slopover that occurs during ignition or mop-up cannot be contained with the personnel and equipment identified in the Countermeasures for Slopover element of the Prescribed Fire Plan, the COR will declare a wildland fire (see definition of wildland fire). Under this condition, the Contractor shall take immediate action to control, suppress and mop up the escaped fire. The Contractor and crew(s) shall work under the direct supervision of the Government and continue working until released by the Government. The Contractor's personnel will be paid at the applicable firefighting rates paid by the Government. The COR will notify the responsible dispatch center and procedures specified in the Escapement Plan shall be implemented.
- 1.9 Smoke Management Clearance for Burning and/or Mop-up
- 1.9.1 The Government will provide smoke management clearance according to agency policy and procedures in accordance with the Oregon Smoke Management Plan. Clearance is dependent upon weather conditions. Weather conditions and number of units receiving burn clearance vary from season to season. The Government may not provide clearance for all units requested due to these reasons. Government agencies in southwestern Oregon support the effort to reduce problems in smoke sensitive areas, and agencies will not authorize prescribed burning when local conditions will not allow adequate smoke dispersion. The COR will determine when local conditions will prohibit burning.
- 1.9.2 It will be at the Government's option which units are ignited on any day(s) due to existing suppression contingencies, priorities of individual units, and smoke management.
- 1.10 Contractor Liability - ORS Chapter 477 will apply to all Contractor operations except prescribed burning. For prescribed fire, the Contractor shall be liable for suppression

cost and resource damages only as a result of failure to follow the approved Prescribed Fire Plan.

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

1.12 Special Requirements

1.12.1 In order to comply with U.S. Fish and Wildlife Service Biological Opinion #1-15-06-1-165 for 2008, the following restrictions shall apply if the Government detects Bald Eagles, Spotted Owl activity or nesting within or adjacent to the project area or *Fritillaria Gentneri*.

- a. Bald Eagle - No prescribed fire within 1/2 mile of an active nesting site. No cutting within 1/4 mile of an active nesting site from January 1 to August 31 unless the Government determines the site to be non-active.
- b. Spotted Owls - Chain saw activity within 1/4 mile radius of a nest site or activity center of known pairs and resident singles shall be prohibited from March 1 through June 15. If the Government determines that a site has become active, a Suspend Work Order will be issued for the area of activity until after June 15.
- c. Fritillaria gentneri - Minimum 25 feet buffer from populated area. Hand slashing (chain saw, brush saw) through buffer acceptable during dormancy, retain minimum 40% canopy of trees and shrubs.

2.0 DEFINITIONS

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

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

Brush (or shrub) - See definition for shrub.

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

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

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

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

Crew Member or Prescribed Fire Crew Member (FFT2 - Firefighter) - The individual responsible for performing field work aspects of this contract (fire line construction, ignition, holding, mop-up) involving the use of hand tools, chainsaws, drip torches, and water handling equipment.

Crew Supervisor - Provides direction and supervision to fellow crew members during burn unit preparation or wildfire hazard reduction treatments. This person is responsible for work accomplishment and performance in accordance with the requirements of the contract.

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

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

DBH - Diameter of the tree at breast height, measured at 4.5 feet above ground level from the uphill side of the tree.

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

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

Fireline - See Control Line.

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

Firing Boss - See Ignition Specialist.

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

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

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

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

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

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

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

Ignition - Fire started by hand, using ignition devices such as fusees and drip torches.

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

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

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

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

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

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

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

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

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

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

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

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

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

Project Area - The area being treated as identified in each task order.

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

Reserved Vegetation or Reserved Areas - Species of vegetation, vegetation size limits, locations, or all within a project area that are reserved from treatment. Reserve vegetation, vegetation size limits or areas can be designated by the Government with marking (paint, flagging, or sign), by written task order instructions, or contract specifications. The COR may designate additional reserve vegetation, vegetation size limits, or reserve areas. Reserved vegetation, vegetation

size limits, and areas shall not be damaged or cut, and shall not be considered in the spacing of leave trees or shrubs.

Riparian or Riparian Reserve Buffer - A no-treatment buffer along a stream channel. Buffer width and location will be identified in the task order and will be excluded from the acreage for payment.

Shrub (or brush) - Any vegetation consisting of woody perennial plant usually having single or multiple stems originating at or near the ground level and less than 20 feet in height.

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

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

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

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

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

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

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

Trench - A long, narrow excavation in the ground, cut at a 45-degree angle across the fireline to deflect burning material back into the burn.

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

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

Wildland Fire - An escaped prescribed fire is a wildland fire. The COR determines that an escape exists based on either, or both of two criteria: (1) When containment of a sloper requires personnel or equipment exceeding that specified in the Countermeasures for Sloper element of the Prescribed Fire Plan; (2) When environmental conditions and/or fire behavior exceeds that specified in the Prescribed

Fire Plan and the COR determines that an escape has or is likely to occur. The declaration of a wildland fire can only be made by the COR.

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

3.0 CONTRACTOR-FURNISHED PROPERTY AND SERVICES

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

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

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

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

3.5 Noxious Weeds - Insure that all equipment is cleaned off prior to operating on Government lands. Remove all dirt, grease, and plant parts that carry noxious weed seeds or vegetative parts. This may be accomplished with a pressure hose. In addition, if equipment is found operating in a noxious weed area, the equipment must be cleaned before moving to another area.

3.5 Security of Materials - The Contractor may leave its equipment and Government-furnished property at the work site. The Contractor shall be responsible for the Contractor's equipment and Government-furnished property if it should be lost, stolen or damaged.

3.6 Furnish at least two radios. Radios must be Bendix King or Kenwood capable of communicating within a frequency range from 150 MHz to 174 MHz on established federal and State frequencies. All radios must be approved by the Government.

3.7 A non-working (English literate) supervisor, who is knowledgeable and experienced in the required work and supervision, shall be provided for each crew and required to stay with the crew while work is in progress.

3.8 Furnish personal protective equipment as required for wildland fire operations.

4.0 GOVERNMENT-FURNISHED PROPERTY, SERVICES AND PERSONNEL

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

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

4.2.1 A Prescribed Fire Plan for each burn unit and may vary in format based on agency.

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

4.2.3 Maps and/or aerial photos to assist in implementation of projects.

4.2.4 The Government will be responsible for the organizing and managing of all personnel and equipment on the burn project and for meeting prescribed burn objectives.

5.0 SPECIFIC TASKS

5.1 Subitem A – Hand Pile Burn and Mop-Up

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

Subitem A1 - Level I - An average of fewer than 40 piles per acre.

Subitem A2 - Level II - An average of 41 to 80 piles per acre.

Subitem A3 - Level III - An average of more than 81 piles per acre.

5.1.2 The burning season for hand piles for the interior southwest Oregon normally is during November and December. However, conditions permitting burning may occur

at anytime from the middle of October through late May. Major control problems can occur during a period of frontal passage and strong east wind conditions. Close attention to weather forecasts and securing and patrolling of previously burned units is common practice to eliminate any fire spread from burned piles or escaped fires outside unit boundaries.

- 5.1.3 All prescribed fire operations shall be initiated only when a Prescribed Fire Plan has been approved and signed by the COR. All elements of the plan shall be followed unless a deviation has been approved in advance by the COR.
- 5.1.4 During ignition operations, the Contractor's crew supervisor shall maintain contact with the Government representative through mutually-agreed-upon communications system at all times.
- 5.1.5 Stoke each pile until at least 90 percent of the pile is consumed. Units with a high tree cover and pile density shall be staged burned to reduce crown scorch.
- 5.1.6 Holding typically is not necessary when piles are burned during winter conditions. Conduct holding operations as necessary in accordance with the prescribed fire plan. Relocation of personnel and equipment may be required as ignition and burnout progresses. The Contractor's crew supervisor shall recognize the need for and make such relocations, dependent upon on-site weather and fire conditions.
- 5.1.7 Extinguish any fire outside the fireline of the unit, or unit boundary, and promptly report this to the COR at the site. A fireline shall be constructed completely around fire inside the unit, slopover, and/or spot fires outside the primary unit boundaries. The minimum shall be a fireline scraped to mineral soil one foot in width with all overhanging combustible material cleared for three feet on either side and six feet overhead.
- 5.1.8 Mop-up shall be performed in accordance with the following:
 - a. Complete mop-up and patrol of unit(s) to the extent provided for in this section for Subitem A to meet the mop-up objectives of (1) the prevention of fire escape outside the primary unit boundaries, and (2) prevention of reburn within unit boundaries.
 - b. Complete mop-up and patrol to meet the objectives described in 5.1.9 (a) within 48 hours from 8:00 am the day following completion of ignition in that unit, or until released from such services by the COR, whichever comes first. Advise the Government of conditions which prevent the meeting of mop-up objectives within the 24-hour period.
 - c. Patrol shall include the visual inspecting of all sites where burning was performed, and checking for and mop-up of burning material that threatens the achievement of mop-up objectives or the mop-up standards for each unit's Daily

Shift Plan. Patrol shall also include taking actions to prevent fire escape outside the unit boundary and/or to prevent reburn within the unit boundary. Immediately take actions to fireline, mop up, and identify all slopovers or spot fires. If Contractor is unable to contain or control slopover or spot fires with patrol resources, promptly, within 30 minutes after discovery, notify the Government of the situation and continue to take action to contain or control fire.

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

- 5.2.1 Prescribed Fire Modules may be ordered by the Government for unit(s) when the Government is conducting prescribed fire and is in need of assistance in one or more prescribed fire operations. These operations include the following: ignition assistance, holding assistance, burned unit patrol, and mop-up of burned unit(s). Prescribed Fire Modules can be ordered for any one of the above operations, a combination, or all of the operations.
- 5.2.2 Prescribed Fire Modules will be identified in task order. Work assignments will average 10-12 hours per day. Individual assignments may range from as few as three hours and shall not exceed 16 hours per day.
- 5.2.3 Ordering Prescribed Fire Modules - Task orders will be issued for Prescribed Fire Modules. The Government may orally request services six hours in advance of need.
- a. Ordered services may be canceled six or more hours in advance of need without an adjustment to the contract.
 - b. Cancellation of ordered services in less than six hours and prior to reporting for work will result in each Prescribed Fire Module being paid at 20 percent of the Daily Rate.
 - c. Cancellation of ordered services at the project, service of up to three hours after arrival or services beyond 12 hours in a day will result in reduced or additional payment. See 8.1.2.
 - d. Multiple Prescribed Fire Modules may be ordered for the same unit.
 - e. Situations may occur when Prescribed Fire Modules are needed in short response times. The Government may request Prescribed Fire Modules for an arrival time shorter than six hours. If the Contractor is able to respond and arrive in less than six hours, additional payment will be made in accordance with 8.2.2.
- 5.2.4 Should the Contractor (1) fail to provide the ordered services; (2) quit work early or leave work before being released, or (3) fail to complete the project as specified in the Daily Shift Plan Objectives, the task order may be considered in default. Payment will be made for work completed.
- 5.2.5 Start-Work Procedures - The Government will notify the Contractor via telephone or direct communications of the Level of Difficulty Modules required and the type of prescribed fire operation to be performed. The Contractor shall notify the COR or PI of any concerns or questions regarding understanding of, or Contractor's ability to successfully achieve, the Prescribed Fire Plan or Module(s) Daily Shift Plan Objectives, Standards, and Assignments. This notification shall occur at the time of ordering, briefing, or anytime during the shift. Depending on the prescribed fire operation, a briefing will be held via telephone or direct communication. The

briefing can be held on or in the vicinity of the work site, at the agency office, or other agreed-upon location. The Contractor shall be required to respond and arrive at the agreed upon location at a specified time for the briefing. At the briefing, the Government will provide the Contractor with the following:

- a. Task order specifications.
- b. Briefing on Prescribed Fire Plan and Objectives, Standards, and Assignments for ignition and holding assistance.
- c. Module(s) Daily Shift Plan Objectives, Standards, and Assignments for patrol and mop-up assistance.
- d. Communications instructions and chain of command.
- e. Identification of any priorities.
- f. Safety concerns and issues.
- g. Target Completion Time, anticipated length of shift.
- h. Plastic ribbon for marking work activity as needed.

5.2.6 Prescribed Fire Module Requirements - The following are the descriptions of requirements for personnel, transportation, engines, and equipment:

- a. Sub Items B1, B2, B3, B4 - Type VI Engine, Minimum of 250 Gallons
 - 1) Engine - Self-propelled unit equipped with a minimum of 250 gallon water tank and pump capable of pumping a minimum 30 gallons per minute at 100 psi through 1/4-inch nozzle at the end of a 50-foot length of 1 inch hose and equipped with minimum of 200 feet of 1-inch rubber hose or cotton/ synthetic lined hose, on a live reel, and additional hose to reach a total of 1500 feet. Additional hose can be 1-inch or 1 and one-half inch cotton/synthetic jacket rubber lined hose, appropriate fittings, and at least 2 nozzles. Operator and one assistant will also be provided.
 - 2) Equipment:
 - Pulaski - 1
 - Shovel - 1
 - Fedcos or equivalent backpack water pumps - 1
 - Chainsaw - 1
 - Fuel to operate pump and engine for 10 working hours
- b. Sub Items B3, B4, B5 - Five-Person Crew Equipment:

- 1) Five (5) persons
- 2) Transportation - 1 or 2 vehicles, Four Wheel Drive
- 3) Equipment:
 - Pulaski - 3
 - Shovel - 2
 - Fedcos or equivalent backpack water pumps - 5
 - Chainsaw - 2

c. Sub Items B2, B3 - Water Delivery System

- 1) Equipment:
 - 2 Portable water-holding tank (Fold-A-Tank or equivalent) of a minimum of 1000 gallons capacity or greater.
 - One and one-half inch (1-1/2") hose - 2000 feet
 - One-inch (1") hose - 1,500 feet
 - Gated "Y" valves - 12
 - Reducers: one and one-half inch (1-1/2") to one inch (1") - 6
 - Nozzles: combination fog and stream - 6
 - 2 Portable Pump - pressure type, one and one-half inch (1-1/2") outlet and suction hose, with screened foot valve, capable of 40-70 gallons per minute, with 20 gallons pump fuel.
- 2) All hose fittings shall match the couplings on the required hose. All hose couplings shall have the standard thread adopted by the State Fire Marshall.
- 3) The installation of this system on a work site could require that the equipment be left on the site overnight following the end of the shift for use during the next day's shift.

5.2.7 Ignition Assistance: This prescribed fire operation involves the direct igniting of fuels, usually with a drip torch. Ignition assistance by the Contractor can involve any of the Prescribed Fire Modules. When the Government is ordering Prescribed Fire Modules to assist in ignition operations, the Government will provide Prescribed Fire Burn Boss, Ignition Specialist and Holding Specialist. The Government may also provide crew members. The Contractor's crew supervisor shall maintain contact with the Ignition Specialist through mutually agreed upon communications system at all times.

5.2.8 Holding Assistance: This prescribed fire operation can involve any of the Prescribed Fire Modules. Holding operations shall be conducted in accordance with Sections 5.1.6.

5.2.9 Patrol Assistance: This prescribed fire operation can involve Crew Modules. Patrol includes checking previously burned units for visible smokes or hot spots and taking mop-up actions as prescribed in the Shift Plan for that day. The Contractor's crew supervisor shall maintain contact with the Government representative through a

mutually agreed upon communications system at all times. Patrol shall be conducted in accordance with Section 5.1.8.

5.2.10 Mop-Up Assistance: This prescribed fire operation can involve any of the Prescribed Fire Modules. Mop-up operations shall be conducted according to Section 5.1.8. The Contractor and the Government representative shall review the plan daily to ensure validity of plan, adequacy of assigned resources and timely completion of work.

5.3 Subitem C - Fireline Construction and Maintenance

5.3.1 The levels of difficulty for fireline construction are identified in the task order. The levels are based on the following:

Subitem C1 - Level I - Hand fireline renovation, where firelines have previously been constructed. May include up to 200 feet of new construction when existing fireline location is deemed inadequate for holding by the Contractor.

Subitem C2 - Level II - When hand firelines are constructed on unit boundaries or through continuous downed slash. Throw back or pull back of slash is necessary.

5.3.2 All fireline construction shall be performed and maintained in accordance with the following specifications. This applies to the preburn fireline construction and any postburn fireline construction which may be required in the event of a slopover, spot fire, or an escapement.

- a. Location - Unless otherwise designated, firelines shall be located adjacent to the unit boundary, within 50 feet outside of actual unit boundary, in locations affording the optimal holding capability, and remain on agency property. The Government may choose to clearly mark the pre-burn and post-burn fireline location with colored plastic ribbon. The fireline shall be constructed to follow the flagged line as closely as possible. Variations will be permitted if unforeseen obstacles are found. Pacific Yew shall not be cut or damaged. Fireline location shall avoid the necessity of cutting or limbing Pacific Yew. The COR shall be notified if cutting or limbing of Pacific Yew is unavoidable prior to cutting any Pacific Yew.
- b. Clearing Limits - Hand fireline shall be cleared to a width of eight feet and a height of 8 feet. The width shall be measured parallel with the ground (slope distance). The height shall be measured from the side of the line away from the unit. A strip at least 1.5 foot wide to a maximum of three feet wide, and centered within the cleared area shall be cleared to mineral soil. A strip less than 1.5 foot wide may be designated by the COR on some units.
- c. Material to be Cleared - Within the 8-foot line, the following material shall be cut and removed:

- 1) Ferns, shrubs and other vegetation. Cut to within 18 inches of ground level or as close as possible without damaging tools.
 - 2) Cut live trees under four inches in diameter at ground level or as close as possible without damaging tools. No green trees larger than four inches shall be cut. The fireline shall be located to avoid larger green trees.
 - 3) Limbs extending within the fireline shall be cut close to the tree if the point of cutting can be reached from the ground (about 8 feet from the ground). Limbs shall be cut when they enter the fireline clearing limits if they cannot be cut at the tree. Limbs cut close to the tree need not be cut flush but "spike" limbs will not be allowed.
 - 4) Slash and litter shall be removed from the 8-foot (both height and width) fireline clearing strip. Natural ground duff need not be removed except from within the 3-foot strip on the fireline work area.
 - 5) A 3-foot section shall be removed from logs located across the fireline.
- d. Disposal of Cleared Material - Material cut from within the fireline shall be placed on the unit side of the fireline and scattered. Soil berms and piles will not be permitted on top of flammable material. Log sections may be rolled downhill and away from the unit provided that they are left outside the fireline.
 - e. Snags and High Stumps - Snags or high stumps may be left next to the fireline when designated or approved by the Government.
 - f. Side Slopes - On side slopes that are steeper than 30 percent, the 3-foot wide strip shall be cup trenched sufficiently to catch rolling material six inches or less in diameter.
 - g. Water Bars - Water bars shall be constructed in all firelines at the time of initial construction. The water bar shall consist of a diagonal ditch across the three-foot wide mineral soil portion of the fireline, but not in excess of the following guidelines. The water bar shall be approximately six inches to 10 inches deep and approximately five feet long. Unless otherwise directed, drainage shall allow rolling material and drainage into burn unit.

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

6.0 METHOD OF INSPECTION

6.1 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.

6.2 Subitems A & B

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

6.2.2 The Government will inspect patrol and mop-up operations to determine compliance with the mop-up standards to determine compliance with all specifications.

6.2.3 100% inspection of the designated mop-up areas will be made by the Government either visually and/or with infrared-scan equipment to ensure that all burning material has been detected. The Contractor shall extinguish any burning material detected before final acceptance is made.

6.3 Subitem C - Fireline Construction and Maintenance – Inspections will be made by the Government using a visual examination of the constructed fireline areas for compliance with all terms and specifications (See 5.3). If the work does not meet contract requirements, the Government will identify existing deficiencies in the fireline construction/maintenance. All rework shall be made within seven calendar days.

7.0 ACCEPTANCE

7.1 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.

7.2 Subitems A - Hand Pile Burning and Mop-up

7.2.1 Acceptance of the burning and holding, mop-up or patrol will be made by the COR, if the Resource and Prescribed Fire Objectives are met, and the Contractor is in compliance with the specifications for satisfactory burning, holding, mop-up or patrol.

7.2.2 Acceptance for Mop-up or Patrol will be based upon the results of an infra-red scan revealing no burning material, if requested by the Contractor or the Government; or by visual inspection by the Government. Acceptance may occur at anytime, starting from 0800 hours on the day following ignition. Acceptance will be made in writing by the Government.

7.3 Subitem B - Prescribed Fire Modules

7.3.1 Acceptance of ignition and holding assistance will be made by the COR, if the Contractor is in compliance with the specifications for satisfactory ignition and holding.

7.3.2 Acceptance for mop-up or patrol will be based upon the results of an infra-red scan revealing no burning material, if requested by the Contractor or the Government; or by visual inspection by the Government.

7.4 Subitem C - Fireline Construction and Maintenance – Acceptance will be based on the inspection results of a visual examination of the project area.

8.0 BASIS OF PAYMENT

8.1 Method of Measurement

8.1.1 Subitems A - Hand Pile Burning and Mop-up

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

8.1.2 Subitem B - Prescribed Fire Modules

- a. Prescribed Fire Modules are measured on a Daily Rate. Daily Rate shall apply from the hours of 0001 thru 2400, regardless of number of hours worked. Daily Rate starts when Module(s) arrive at the predetermined work site or meeting location.
- b. Section 5.2.3 payment adjustments: The 6-hour time factor for rapid response will be measured from the exact time the Contractor is orally requested to provide Module(s) until the exact time the ordered Module(s) are either orally canceled by the Government or arrive at the predetermined work site or meeting location.

- c. Cancellation of ordered services after arrival at the project or service of up to three hours after arrival at the project will result in the payment of 40 percent of the Daily Rate for each Prescribed Fire Module. Services beyond 12 hours in a day will earn an additional 40% of the daily rate.
- d. If any of the ordered services do not conform with contract requirements, the Government may reduce the daily rate price to reflect the reduced value of the services performed.

8.1.3 Subitem C - Fireline Construction and Maintenance – The quantities on the Schedule of Items are estimated. Fireline construction is measured on slope (linear) measured distance to the nearest foot.

8.2 Payment

8.2.1 Subitems A - Hand Pile Burning and Mop-up – Payment will be made at the level of difficulty and at the unit price on a per acre basis for the acreage shown on the schedule of items.

8.2.2 Subitem B - Prescribed Fire Modules – Payment will be made at the unit price for each module which completes acceptable work within the time periods in 5.2.3. For Prescribed Fire Modules ordered, an additional payment will be made when the module(s) arrive at the predetermined work site or meeting location in less than the 6-hour response time. This additional payment will be the Daily Rate plus an additional percentage shown below.

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

8.2.3 Subitem C - Fireline Construction and Maintenance – Payment will be made at the level of difficulty identified on the Schedule of Items at the unit price bid on a per linear foot basis for the actual number of linear feet of fireline constructed, maintained and accepted. If requested by the Contractor, fireline construction which precedes the holding/mop-up phases by more than 10 calendar days will be paid for separately.

8.2.4 Additional Payment

- a. Postburn - No additional payment will be made for fireline construction, holding, or mop-up on slopovers or spot fires when no wildland fire declaration is made. Furthermore, no additional payment will be made for slopovers, spot fires, or

escapes that occur when failure to follow the prescribed fire plan caused or contributed to the slopover, spot fire, or wildland fire.

b. Escaped Fire Suppression When Prescribed Fire Plan Was Followed

- 1) The Contractor's crew will be paid for escaped fire suppression at the wage rates shown in the current edition of the U.S. Department of Agriculture Pay Plan for Emergency Firefighters, Western Area.
- 2) The Contractor will be paid for equipment used at the rates specified in Oregon/Washington Fire Fighting Equipment Rental Rates agreed upon by various Federal Agencies.
- 3) A copy of the above rates will be furnished upon request at the District Office.

9.0 DELIVERIES OR PERFORMANCE

9.1 Task Orders - Task orders may be placed throughout the contract by the CO at the prices listed on the Schedule of Items. The CO will consider price and past performance on this and previous contracts in determining placement of task orders (if multiple awards).

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

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

10.0 CONTRACT ADMINISTRATION DATA

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

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

by the Contractor.

10.3 Responsibilities Of The Contracting Officer's Representative And Project Inspector

10.3.1 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.

10.3.2 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.

10.4 Notice To Proceed

10.4.1 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.

10.4.2 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.

11.0 SPECIAL CONTRACT REQUIREMENTS

11.1 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.

11.2 Prosecution Of The Work

11.2.1 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.

11.2.2 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.

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

11.3 Environmental Interruption Of Work

11.3.1 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.

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

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

11.5 Subcontracts

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

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

11.6 Restoration Of Resources

- 11.6.1 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.
- 11.6.2 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.
- 11.7 Fire Danger Season - If the COR allows the Contractor to continue work during periods of Closed Fire Season, the Contractor shall comply with all applicable State laws relating to fire prevention and with all special conditions of work as directed by the COR.
- 11.8 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.
- 11.9 Migrant Seasonal Agricultural Workers Protection Act Registration
- 11.9.1 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.
- 11.9.2 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.

11.10 Oregon Farm/Forest Labor Contractor's License

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

Information on obtaining this license may be obtained from:

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

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

11.12 Performance Security

11.12.1 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 minimum guarantee not to exceed \$30,000. The security shall be submitted within ten (10) days after receipt of written notification of award.

11.12.2 Performance security may be in the form of a corporate or an individual surety, certified or cashier's check, bank draft, postal money order, irrevocable letter of

credit, currency or certain bonds or notes of the United States.

- 11.12.3 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.
- 11.12.4 Each individual surety shall be submitted in accordance with Clause 52.228-11, Pledge of Assets.
- 11.12.5 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).
- 11.12.6 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.
- 11.13 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 HAQ082023, Prescribed Burning. Failure of an agency to follow ombudsman advice may result in termination of the agency's authority to place orders.

Attachment 2

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	\$13.58	Life and Health
Foreman WL-3	\$14.93	Insurance partly paid
Truck Driver WG-5	\$15.80	by the Gov't
		- Retirement
		- Annual/Sick Leave

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

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

Attachment 3

WD 77-0079 (Rev.-37) was first posted on www.wdol.gov on 06/03/2008
 Forestry and Land Management Services

 REGISTER OF WAGE DETERMINATIONS UNDER 3 U.S. DEPARTMENT OF LABOR
 THE SERVICE CONTRACT ACT 3 EMPLOYMENT STANDARDS ADMINISTRATION
 By direction of the Secretary of Labor 3 WAGE AND HOUR DIVISION
 3 WASHINGTON, D.C. 20210
 3
 3
 Shirley F. Ebbesen Division of Wage 3 Wage Determination No: 1977-0079
 Director Determinations 3 Revision No: 37
 3 Date Of Revision: 05/29/2008

 State: Oregon
 Area: Oregon Statewide

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

ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

HEALTH & WELFARE: \$3.24 per hour or \$129.60 per week or \$561.60 per month

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

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

** UNIFORM ALLOWANCE **

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

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

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

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

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

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

Conformance Process:

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

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

The process for preparing a conformance request is as follows:

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

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

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

Attachment 4 - 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.

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

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

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

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