

AWARD DATA

Orders May Be Placed Through 9/30/09

Glendale Silviculture and Fuels Management, Multiple-Award, Indefinite-Delivery, Indefinite-Quantity

Ordering Agencies:

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

Ordering procedures:

Both price and past performance for both contracts must be considered prior to placement of each task order (see FAR 16.505 and contract clause F.2.0). BLM’s past performance evaluations are set forth in the following table.

<p>BLM Contract No. HAC058N00 North Pacific Forestry, Inc. 2735 Portland Road NE Salem, Oregon 97303 Contact: Eloy Perez, 503-881-3125 MOL is \$200,000/task order 30 day MOL is \$400,000</p> <p>*Subitem B – Fair Subitems A, D and E – Good Subitems C and F – Excellent</p>	<p>BLM Contract No. HAC058P00 3J’s Reforestation 1106 Niantic Street Medford, Oregon 97501 Contact: Jose Quezada, 541-608-6018 MOL is \$200,000/task order 30 day MOL is \$400,000</p> <p>*Excellent</p>
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All amendments have been incorporated into text.

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

For missing items from Section J, contact Jessica Clark at 503-808-6226.

*Past performance definitions:

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

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

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

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

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

SECTION B - SCHEDULE OF ITEMS

SILVICULTURE/FUELS MANAGEMENT SERVICES, PRIMARILY IN SOUTHERN OREGON

This is a five-year indefinite-delivery, indefinite-quantity contract for silviculture/fuels management services primarily in southwestern Oregon. The quantities listed are the estimated acres anticipated to be ordered by the Bureau of Land Management throughout the contract. In accordance with Department of the Interior and Related Agencies Appropriation Act, 2001, Public Law 106-291, Contracting Officers from the Bureau of Indian Affairs, Fish and Wildlife Service, National Park Service and USDA, Forest Service are hereby authorized to issue task orders against this contract.

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

FIRST YEAR, FROM DATE OF AWARD THROUGH SEPTEMBER 30, 2005

<u>Sub item</u>	<u>Description</u>	<u>Est. Qty</u>	<u>Unit</u>	<u>Unit Price</u>	<u>Total Amount</u>
A	<u>Selective Slashing</u>	2500	AC	\$_____	\$_____
B	<u>Hand Pile and Cover</u>	2500	AC	\$_____	\$_____
C	<u>Fuels Pullback</u>	100	AC	\$_____	\$_____
D	<u>Precommercial Thin</u>				
D1	12 ft. x 12 ft. conifer spacing	200	AC	\$_____	\$_____
D2	14 ft. x 14 ft. conifer spacing	500	AC	\$_____	\$_____
D3	16 ft. x 16 ft. conifer spacing	200	AC	\$_____	\$_____
D4	18 ft. x 18 ft. conifer spacing	100	AC	\$_____	\$_____
		TOTAL – SUBITEM D			\$_____
E	<u>Release</u>				
E1	100 Percent Brushing	400	AC	\$_____	\$_____
E2	Radius Brushing	600	AC	\$_____	\$_____
		TOTAL – SUBITEM E			\$_____

F	<u>Pruning</u>				
F1	1 – 75 TPA	50	AC	\$_____	\$_____
F2	76 – 150 TPA	150	AC	\$_____	\$_____
F3	151 – 300 TPA	200	AC	\$_____	\$_____
			TOTAL - SUBITEM F	\$_____	\$_____

AC = Acre
 Est. = Estimated
 TPA = Trees per acre
 Qty = Quantity

THIS SOLICITATION IS SET ASIDE FOR SMALL BUSINESS CONCERNS.

ACCESS PRICE ADJUSTMENT - Additional compensation will be provided based on access to the boundary of each project site. Access will be measured from the nearest Government-provided access road to the closest point of the unit boundary. The additional compensation will be a percentage of the total price for each unit. Government-provided measurements will be determined using GIS data by the Government from the nearest access road based on horizontal distance. The access price adjustment is based on the following distance ranges:

0.00 - 0.25 mile	No additional compensation
0.26 - 0.75 mile	6 %
0.76 - 1.25 miles	12 %
1.26 - 2.00 miles	18 %
2.01 - 3.00 miles	25 %

PERFORMANCE TIME:

Subitems A and B: One (1) calendar day for each **\$5,000** value of the task order.

Subitems C, D, E and F: One (1) calendar day for each \$1500 value of the task order.

ESTIMATED START WORK DATE: January 17, 2004

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

2nd Year (October 1, 2005 – September 30, 2006) _____
3rd Year (October 1, 2006 – September 30, 2007) _____
4th Year (October 1, 2007 – September 30, 2008) _____
5th Year (October 1, 2008 – September 30, 2009) _____

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 four additional years. Award will be made on an all-or-none basis. Award will not be made for less than a total of all quantities as set forth in the Schedule of Items.

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

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

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

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, especially in southwest Oregon with its bid. Include a list of references (names, phone numbers, and addresses).

All task orders will be placed no later than five years from the date of contract award. Prices for the base year will be effective until September 30, 2005 from the date of contract award. Prices for subsequent years will be effective the as shown under ANNUAL ECONOMIC PRICE ADJUSTMENT. The date of the order placed by the Government will determine the task order prices.

Each task order will include access information, written instructions designating spacing width; pruning height; any no-treatment areas; additional reserve vegetation, tree and shrub species order of preference, and identification or selection of treatment trees and snags for each unit.

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).

PROSPECTIVE OFFERORS MUST SUBMIT PAST PERFORMANCE INFORMATION TO BE CONSIDERED. SEE SECTION L FOR INSTRUCTIONS.

MAXIMUM ORDER LIMITATION

The Contractor's maximum order limitation is \$_____ (Insert order limitation. Maximum is \$200,000 if no amount is shown.). After award, task orders may be placed by the Government. All task orders will be placed no later than September 30, 2009. The date of the order placed by the Government will determine the prices for each year as specified above. The total value of all task orders of all awarded contracts will not exceed \$20,000,000.

The Contractor may limit the maximum dollar value of task orders it is willing to accept from all ordering offices within a 30-calendar day period. The Contractor's maximum order limitation for a 30-calendar day period is \$_____ (Insert order limitation. Maximum is \$400,000 if no amount is shown.)

REFER TO SECTION I, CLAUSES 52.216-18 ORDERING, 52.216-19 TASK ORDER LIMITATIONS, AND 52.216-22 INDEFINITE QUANTITY.

SECTION C - DESCRIPTION/SPECIFICATION/WORK STATEMENT

C.1.0 GENERAL

C.1.1 Introduction

C.1.1.1 The Bureau of Land Management (BLM) is contracting for land treatment services as an integrated approach to stand management by furnishing the means to accomplish multiple treatments on a wide variety of stand conditions varying in both complexity and quantities. Manual methods of accomplishing multiple treatments will be required. The indefinite quantities feature of this contract provides for the ability to order specific treatments on additional units at a predetermined price from the Schedule of Items. Additional acres may be added up to the maximum not-to-exceed dollar amount as specified in the contract, with the Contractor being issued task orders (TOs) to furnish the required services. See Illustration 2 in Section J for a sample TO.

C.1.1.2 The treatments will include: selective slashing, pruning, hand pile and cover, fuels pullback, and precommercial thinning and release.

C.1.2 Background

C.1.2.1 The BLM project areas are natural and managed conifer/hardwood stands of all ages, size, and species. One or more specific tasks (subitems) will be prescribed for each individual unit to accomplish specific management objectives.

C.1.2.2 Density management restoration area (DMRA) objectives are primarily to increase resistance and resiliency to disturbance, limit wildland fire rate of spread, and/or to establish holding areas for use during prescribed burning and fire suppression activities by reducing stand density within natural conifer stands. DMRA's will primarily utilize Subitems A, B, C, and F.

C.1.2.3 Young stand management (YSM) objectives are to reduce vegetation competition for moisture, nutrients, and growing space as well as increase resistance to disturbance in plantations that resulted from timber harvest activities that occurred ten to thirty-five years ago and are now overstocked with conifers, hardwoods, and brush. YSM units will primarily utilize Subitems B, D, E and F.

C.1.3 Scope

C.1.3.1 The services in this contract are designed to provide for wildfire hazard reduction, stocking level control, and related services while accomplishing overall stand management objectives. Empirical data supports the concept that fuels hazard reduction treatments reduce the potential for a human-caused fire to start as well as to reduce the intensity and rate of spread of a wildfire should a fire start. Past planting and natural seeding has created overstocked stands that need stocking density control

and maintenance brushing to improve forest health and reduce the risk of severe wildfire effects.

- C.1.3.2 This contract requires furnishing labor, supervision, transportation, operating supplies, and incidentals to perform all work necessary to conduct cutting, slashing, pruning, and hand piling and cover of vegetation in compliance with its terms, specifications and provisions. Cutting of brush, hardwoods, and thinning of surplus conifers will be required to reduce competition in overstocked plantations. Conifer seedlings and saplings shall be released by cutting most small diameter hardwoods and shrubs away from them.
- C.1.4 Location of Project Areas - The work will be performed primarily in southern Oregon within a radius of 5 hours travel time from the city limits of Grants Pass, Oregon. The specific location of sample projects are shown on the maps located in Section J.
- C.1.5 Boundaries of Project Areas - The project areas are generally identifiable as logged units, by changes in vegetation, roads, or with red/yellow striped or yellow flagging. The boundaries can be adjacent timber stands, recent harvest units, property line boundaries, or other natural or manmade features that clearly define the boundary as noted on the project area maps.
- C.1.6 Access
 - C.1.6.1 Project areas are accessible by graveled or natural-surfaced roads, which may require four-wheel drive vehicles. Natural-surfaced roads may be impassable for several days after heavy rains or snow-blocked during the winter months. Standard access will include up to one-quarter mile foot travel to the unit boundary. Most of the units will require less than one-quarter (1/4) mile walking distance.
 - C.1.6.2 Contractors accessing project areas via private land shall obtain permission from the landowner to travel over private lands before proceeding to start work on any project unit accessed through private land. The Contractor shall provide the Contracting Officers Representative (COR) a written statement or written documentation of verbal approval given by a named person on a stated date and time that the Contractor has been granted permission to travel over private lands.
 - C.1.6.3 If an all-terrain vehicle is used, it shall be of such design that it will travel over rough, uneven terrain and not create wheel ruts and channels. The vehicle shall be approved by the COR prior to use.
- C.1.7 Road Gates
 - C.1.7.1 Some project units are beyond locked gates that may require a key for access. Access behind locked gates shall be for the purpose of conducting work under this contract only. Gates with locks shall be locked immediately after entry or exit by the Contractor for each project unit. Keys may be issued to the Contractor by the COR at

the BLM, Medford District Office. Supplying the Contractor a key for access is at the discretion of the COR. Gate keys shall be returned to the COR or Project Inspector (PI) within 5 days of completing unit(s) work. A charge of \$50.00 will be assessed for each gate key not returned in a usable condition and will be deducted from the final payment for the TO.

C.1.7.2 When two or more locks are present on a gate, the Contractor shall secure the lock so that access is not restricted nor prevent the unlocking of other locks on the gate.

C.1.8 Unique Features of Project

C.1.8.1 Riparian areas within the unit boundary may be identified as areas of no treatment. These areas will be identified on the TO map, but will not be flagged or otherwise identified within the unit.

C.1.8.2 Standing timber, wildlife trees and snags may be present within the project sites.

C.1.9 Sequence of Work - The sequence of work in each TO may be determined in whole or part by the Government at the time of TO issue or at pre-work conference, and may be subject to change. The Contractor shall keep the COR or Alternate COR (alt) or Project Inspector (PI) informed of crew(s) location(s). The Contractor shall contact the COR, Alternate COR or PI when units are completed and when new units are begun.

C.2.0 DEFINITIONS

Accessible - Road access to a unit. Unit will be considered accessible when Government-provided road access is within 1/4 mile of the unit.

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

Brush (or shrub) – Vegetation consisting of shrub species with single or multi-stem originating at, or near ground level, not normally reaching twenty (20) feet in height. Examples include but are not limited to: blackberry, hazel, manzanita, ocean spray, poison oak, tan oak, and ceanothus species.

Conifer - An evergreen, cone-bearing tree.

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

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

Crew Supervisor - A crew member who provides direction and supervision to fellow crew members during burn unit preparation or wildfire hazard reduction treatments. He/she 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.

Conifer - An evergreen, cone-bearing tree.

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

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

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

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

Deficient – Individual treatment of a specific task that does not meet specification standards. The following lists items that will be included as deficient in the inspection procedure but is not all inclusive:

- Tree selection
- Cut leave tree
- Wide spacing
- Stump height
- Operational damage
- Pruning height
- Missed limbs
- Stub length

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

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

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

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

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

Leave Trees or Leave Vegetation –

- a. All conifers and hardwoods greater than 7 inches diameter at breast height.
- b. All healthy sugar pine.
- c. All Pacific yew.
- d. All conifers and hardwoods less than or equal to 7 inches diameter at breast height needed to meet designated spacing specifications.

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

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

No Treatment Zones -

- a. 25 feet slope distance of each side of nonfish-bearing streams.
- b. 25 feet slope distance away from springs or seeps.
- c. Riparian areas designated by the COR.
- d. Within areas that are flagged with yellow and black striped ribbon and yellow posters with black lettering stating “Plant Site” to denote vascular plants or lichens and bryophytes.
- e. Areas specifically designated by the COR.

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

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

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

Release – Removal of unwanted competing vegetation around desired leave trees.

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 or Task Order Manager (TOM) 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 edge 25 feet wide, or the outer edge of riparian vegetation zone, whichever is largest, dependent on the stream classification. Buffer width and location will be identified in the task order and will be excluded from the acreage for payment.

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

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

Snag - A standing tree or part of a tree that is dead.

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

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

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

Surplus Trees and Brush

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

- e. All conifers seven (7) inches DBH and less not selected for Acceptable Crop/Leave Trees.

Treatment - The following work activities described in this contract:

- a. Selective slashing
- b. Pruning
- c. Hand Pile and cover
- d. Fuels pull-back
- e. Precommercial thinning/release

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

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

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

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

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

C.3.0 CONTRACTOR-FURNISHED PROPERTY AND SERVICES

C.3.1 Property and Services

C.3.1.1 Contractor shall furnish all labor, equipment, supervision, transportation, tools, materials and incidentals necessary to perform all treatments in accordance with the enclosed specifications, terms and conditions. Equipment and materials include, but are not limited to personal protective equipment, chainsaws, hand clippers, loppers and/ or pruners specifically designed for tree pruning and incidentals necessary to perform services.

C.3.1.2 Yellow flagging to locate Contractor's self-inspection plot centers on all bid items.

C.3.1.3 A means of communication whereby the BLM can contact crew foremen in the field within two (2) hours of request from BLM to Contractor. This must be available between the hours of 7:00 AM and 6:00 PM.

C.3.1.4 All necessary permits.

C.3.2 Crew Requirements

- C.3.2.1 The Contractor shall keep the COR informed of the crew(s) location(s) by calling or faxing in their location every Monday morning between 7 and 9 AM. The Contractor shall also contact the COR when treatment units are completed and when new units are started. The sequence of work on each task order will be determined by the COR and may be subject to change. The Contractor shall notify the COR whenever the crew(s) will be absent from the work site for more than 24 hours.
- C.3.2.2 The Contractor shall designate one English fluent supervisor for each crew. Supervisors shall be identified by the Contractor at the Prewrite Conference. Any changes in supervisory designations must be submitted in writing to the COR at least 24 hours prior to the change taking effect.
- C.3.2.3 The person designated by the Contractor as supervisor must actually perform in that capacity. The supervisor must effectively direct the crew by:
- a. making periodic inspections of the crew's work,
 - b. advising them of any discrepancies found in the work that deviate from the specifications and provide instructions to correct any improper work.
- C.3.2.4 The supervisor shall be present at the work site each work day. If a supervisor is not present, the employees of the Contractor will not be permitted to work.
- C.3.2.5 The supervisor shall have a copy of the contract and TO and know the requirements of the contract including technical requirements and unit locations. The PI will not act as a supervisor to the crew(s). The PI may require that the supervisor act solely as the supervisor and perform no other work if work quality is found to be below acceptable quality standards.
- C.3.2.6 Prior notice must be given to the COR if there will be significant change in crew personnel.
- C.3.2.7 The Contractor shall immediately notify the COR if the Contractor discovers metal stakes supporting vexar tubing or wire wickets from tree shades remain installed in any unit.

C.3.3 Camping on BLM Administered Land

- C.3.3.1 Camping on BLM administered lands will only be allowed in approved sites and with the prior written authorization of the Field Manager. Should such a work camp be authorized, the Contractor shall maintain the camp in an orderly and sanitary manner. This will require a portable sanitation unit. All fire regulations and permits shall be followed. Requests for camping authorization shall be made in writing.

C.3.3.2 Any refuse, debris or garbage left by the Contractor shall be cleaned up as each unit is completed. All such debris, garbage and refuse shall be removed from the project areas by the Contractor and disposed of legally off site before final payment is made. No illegal dumping of any material on either BLM or private property is acceptable.

C.3.4 Noxious Weeds - All equipment shall be 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.

C.4.0 GOVERNMENT-FURNISHED PROPERTY AND SERVICES

The Government will furnish the following materials:

- a. Forms for inspection.
- b. Maps of units delivered with Task Orders
- c. Government gate key if determined appropriate by COR.

C.5.0 SPECIFIC TASKS

C.5.1 Records, Notification, Inspections, and Summary

C.5.1.1 Inspection and Summary - The Contractor shall provide and maintain an inspection system acceptable to the Government covering the services under this contract. Contractor inspections shall be performed concurrently with the work being done on a minimum one percent sample of the treatment area (see E.1.4). The inspection results and summary shall be used by the Contractor to gauge compliance with contract specifications. Government inspection forms for Contractor's use are available upon request. See Illustrations #1A and 1B.

C.5.1.2 Records and Notification - The Contractor shall maintain adequate work records to allow the Government to monitor contract progress and for the Contractor to be accountable for work quality. Contractor records shall include: (1) project unit names (2) the number of acres treated (3) supervisor/inspector name (4) work quality percentage and (5) supervisor signature and date. Work record reports for each treatment shall be submitted to the COR within three (3) days of completing a treatment on a unit. See Illustration #6.

C.5.1.3 Payment will be based on the Government's inspection results. The Contractor's inspection results are to be used as a guide for the Contractor's use in complying with contract specifications and not as a basis for payment.

C.5.2 Subitem A - Selective Slashing

C.5.2.1 Conifer spacing will be 20 ft. x 20 ft. and hardwood spacing will be 40 ft. x 40 ft. The average spacing may vary + or - 25% of the designated spacing in order to select the best leave vegetation without numerically changing the average number of leave trees per acre. To better meet stand objectives the TO may specify a more narrow spacing on an individual unit basis, resulting in fewer stems per acre needing treatment.

C.5.2.3 Criteria for Selecting Leave Vegetation

- a. The best available conifers and hardwoods shall be selected as leave vegetation and treated in accordance with spacing requirements. The general order of preference for selection of leave vegetation in conifer stands will be: (1) conifer trees, and (2) hardwood trees. Specific instructions on leave vegetation shall be included in the task order.
- b. Leave Trees >7" DBH - All conifers and hardwoods 7 inches DBH and larger are reserved from cutting. These trees shall be included in spacing requirements.
- c. Leave Trees \leq 7" DBH - The largest, healthiest, best formed trees shall be selected as leave trees. Characteristics used in the selection of leave trees include the following:
 - 1) Has no apparent damage to the main bole;
 - 2) Is not chlorotic;
 - 3) Demonstrates good vigor and is disease free;
 - 4) Has at least 40 percent crown ratio or largest crown ratio if none greater than 40 percent are present.
- d. In areas containing a variety of conifer species, leave trees shall be selected using the following species preference:
 - 1) Sugar pine
 - 2) Ponderosa pine
 - 3) Jeffery pine
 - 4) Douglas fir
 - 5) Cedar species
 - 6) White fir
 - 7) Western hemlock

However, in selecting leave trees, form and vigor as described in C.5.2.3c shall take precedence over the species preference list.

All healthy sugar pine shall be retained and not cut or damaged. Where spacing of healthy sugar pines are closer than the required distance, space off the outer-most individual pine. Sugar pine trees with white pine blister rust disease as evidenced by bole cankers, diamond shaped, or bulls-eye wounds on the bole shall be cut as surplus trees. Healthy sugar pine trees found cut or damaged in an

inspection plot shall be counted as cut leave trees for purposes of determining payment.

- e. In conifer stands that contain a mixture of hardwood species, hardwood leave trees shall be selected using the following species preference:
 - 1) Black oak
 - 2) White oak
 - 3) Pacific madrone
 - 4) Golden chinquapin
 - 5) Canyon live oak
 - 6) Big leaf maple
 - 7) Tanoak
- f. Multi-stem hardwoods - When selected as acceptable leave trees, hardwoods shall be cut back to three (3) stems. Criteria for selecting which stems to leave shall be prioritized as follows:
 - 1) The largest diameters at 2 feet height above ground level
 - 2) Straightest bole, with the fullest live crown.
- g. Pacific yew shall be retained and not cut or damaged. These trees will not be considered for required spacing. Pacific yew found on an inspection plot will not be counted for determining payment. However, Pacific yew found cut or damaged in as inspection plot shall be counted as cut leave trees for purposes of determining payment.
- h. Exceptions to the species preference guidelines stated above for conifers and hardwoods will be identified by the Government on each unit. These can include changing the order and/or identifying species other than those stated above.
- i. The Government may identify additional individual species of leave vegetation or leave vegetation areas within each unit.

C.5.2.4 Treatment of Surplus Vegetation

- a. All live and dead conifers, hardwood trees, and shrubs not selected as leave vegetation or designated as reserved vegetation are surplus vegetation. Surplus vegetation shall be severed eight inches or less above the ground. No live limbs shall be left on the stump of any cut stem.
- b. Hardwoods and conifers greater than 7 inches DBH are reserved vegetation and shall not be cut.
- c. Leave and reserved vegetation shall not be damaged while cutting surplus vegetation, or buried with slash.

- d. Slashed, cut, and felled material shall be bucked into the standard length of no more than eight (8) feet (unless longer lengths are designated by the task order) and a depth not to exceed three (3) feet above the ground surface.
- e. All slash shall be removed from any roads, road prisms (see Illustration 3), and trails within the project area, concurrently with the treatment of surplus trees and brush.
- f. No slash cut by the Contractor shall be left on the ground within 25 feet (horizontal) of any road or outside the project area. All slash shall be pulled back into the project area at least 25 feet (horizontal) from the road shoulder.
- g. The COR may select individual leave snags and not require felling when snags are deemed necessary for other resource objectives.
- h. Fire lines and fire trails shall be kept free of slash.

C.5.3 Subitem B - Hand Pile and Cover

- C.5.3.1 The Government will designate specification for size of material to be piled with each TO. Hand pile and cover will almost always be ordered in conjunction with selective slashing or precommercial thinning (Subitems A or D, respectively). It is anticipated that hand pile and cover would rarely be ordered as the sole treatment for an area. The Government will designate specification for size of material to be piled with each TO.

Hand pile and cover will almost always be ordered in conjunction with selective slashing or precommercial thinning (Subitems A or D, respectively). It is anticipated that hand pile and cover would rarely be ordered as the sole treatment for an area. The Government will designate specification for size of material to be piled with each TO.

- C.5.3.2 All slash less than 6 inches in diameter and greater than 2 feet in length shall be piled. Slash less than 2 feet in length shall be left on the ground. Slash left on the ground shall not exceed 1 foot in depth. The COR may designate a different slash size within this range for individual units (example: slash 1-4 or 2-6 inches only, instead of the less than 6 inches), but not greater than 6 inch diameter. The TO shall indicate deviations from the above, as appropriate.
- C.5.3.3 All piles shall be constructed by laying limbs, stems, cut boles, and other slash in the pile so as to be parallel with each other. Slash that causes large air spaces in piles shall be cut to eliminate air spaces. Each pile shall include an area of small sized slash (small branches less than ¼ to ½ inch in diameter and/or small branches with needles or leaves attached) to provide “kindling” for prompt ignition and to aid in combustion of larger slash. These fuels shall be placed in the center of the pile.

- C.5.3.4 Pile size shall be 8 feet in diameter by 8 feet in height at the time of Government inspection. The Contractor may vary pile size by as much as 25% to accommodate protection of residual vegetation provided overall pile size is maintained. The Government may designate smaller pile sizes when it determines this is required to meet resource or fuels reduction objectives.
- C.5.3.5 All piles shall be covered with a minimum of 6-foot by 6-foot piece of 4-mil black polyethylene plastic. Cover shall be placed such that at least 80 percent of the pile's horizontal and vertical surface area shall be covered. All four corners and the middle of the plastic sheets shall be anchored with slash or other debris. Covering shall be done at the time of piling.
- C.5.3.6 To prevent unacceptable damage to leave vegetation, piles shall be constructed with the pile centers placed ten (10) feet from the leave vegetation.
- C.5.3.7 Piles shall not be closer than 25 feet to a unit boundary, unless approved by the COR. Slash shall not be piled or placed on logs or stumps (unless designated otherwise by Government), in roadways or drainage ditches, or within channel bottoms or streams. Slash shall not be piled or placed in buffer zones or no treatment zones. Information on locations, widths, and any other information concerning field identification of buffer zones will be provided by the Government.

C.5.4 Subitem C - Fuels Pullback

- C.5.4.1 All fuels pullback shall be performed in accordance with the following specifications.
- a. Fuels for pullback shall include both natural and activity generated fuels.
 - b. Trees/snags to be treated - Perform fuels pullback on up to 20 leave trees and/or snags per acre as designated by the task order.
 - c. Clearing - The clearing zone for each tree or snag designated for pullback shall be an 8-foot tall cylinder around the bole measured from the bole out 1-foot past the drip line. Materials to be cleared are as follows:
 - All surface fuels < 3" diameter within the clearing zone;
 - Material \geq 3" diameter within the clearing zone shall be moved to at least 4 feet from the bole.
 - Aerial fuels 8 feet in height within the clearing zone. This may require some pruning or cutting.
 - Duff and litter shall be removed such that the depth is 6 inches or less. Care shall be taken to maintain the lower duff layer as damage to sub-surface roots could occur.
 - d. Removed fuels - Scatter all removed fuels and avoid concentrating the fuel. On sloping ground, fuel shall be scattered uphill or side hill from the tree/snag. No

removed fuel shall be below the tree/snag on a slope. On flat ground, any direction is acceptable.

C.5.5 Subitem D- Precommercial Thinning

A specific spacing footage for conifers will be designated on the TO. Hardwood spacing will be 40 ft. x 40 ft. The number of acceptable leave trees will be determined by the spacing designated (for example, 14 ft. x 14 ft. spacing equals 220 trees per acre). The Contractor may vary this spacing by as much as 25 percent to find a suitable conifer or hardwood leave tree provided the overall required spacing is maintained.

C.5.5.1 Selection of Leave Trees

a. The largest, healthiest, best-formed trees shall be selected as leave trees. Characteristics used in the selection of leave trees include the following:

- i) No apparent damage to the main bole;
- ii) Is not chlorotic;
- iii) Demonstrates good vigor and is disease free;
- iv) Has at least 40 percent crown ratio or largest crown ratio if none greater than 40 percent are present.

b. In areas containing a variety of conifer species, leave trees shall be selected using the following species preference unless otherwise directed by the COR or PI:

- i) Sugar pine
- ii) Cedar species
- iii) Ponderosa pine
- iv) Jeffery pine
- v) Douglas fir
- vi) White fir
- vii) Western hemlock

However, in selecting leave trees, form and vigor as described in C.5.5.1a shall take precedence over the species preference list.

c. All healthy sugar pine shall be retained and not cut or damaged. Where spacing of healthy sugar pines are closer than the required distance, space off the outer-most individual pine. Sugar pine trees with white pine blister rust disease as evidenced by bole cankers, diamond shaped, or bulls-eye wounds on the bole shall be cut as surplus trees. Healthy sugar pine trees found cut or damaged in an inspection plot shall be counted as cut leave trees for purposes of determining payment.

d. In areas containing a variety of hardwood species, leave trees shall be selected using the following species preference unless otherwise directed by the COR or PI:

- i) Black oak
- ii) White oak
- iii) Pacific madrone
- iv) Golden chinquapin
- v) Canyon live oak
- vi) Tanoak

e. All hardwoods greater than 7 inches DBH shall be retained and not cut or damaged. All bigleaf maple, dogwood, Oregon ash, and elderberry shall be retained and considered leave trees for hardwood spacing requirements.

C.5.5.2 Treatment of Surplus Vegetation - Surplus vegetation treatment shall be performed in accordance with the following specifications:

- a. All conifers and hardwoods not selected as acceptable crop/leave trees shall be cut.
- b. Stump-sprouted hardwoods greater than 7 inches DBH at original stump height, shall be treated so that one main stem is preserved and all other stems are severed from the stump. Length of cut sprout stubs shall not exceed 3 inches.
- c. Surplus conifers and hardwoods shall be felled in a manner to minimize damage to selected leave trees.
- d. All surplus conifers and hardwoods shall be completely severed from the stump(s) with a maximum stump height of eight (8) inches above the ground (measured on the uphill side) and cut at a 90-degree angle to the stem.
- e. No live limbs shall be left on the stumps of cut vegetation.

C.5.5.3 Treatment of Slash - Slash treatment shall be performed in accordance with the following specifications:

- a. Slash shall not be piled on or against leave trees. Slash lodged in leave trees shall be dislodged and removed.
- b. Slash shall be lopped to no more than eight feet in length and scattered such that it is within three (3) feet of the ground at all points of contact. This shall be accomplished concurrently with cutting operations.
- c. All slash shall be removed from any roads, road prisms (see Illustration 3), and trails within the project area, concurrently with the treatment of surplus trees and brush.

- d. No slash cut by the Contractor shall be left on the ground within 25 feet (horizontal) of any road or outside the project area. All slash shall be pulled back into the project area at least 25 feet (horizontal) from the road shoulder.
- e. Unmaintained roads and skid or cat trails used as unit boundaries shall be kept clear of slash for a width of six feet. Clearing shall be performed concurrently with thinning.
- f. Fire lines and fire trails shall be kept free of slash

C.5.6 Subitem E- Release

C.5.6.1 Release will almost always be ordered in conjunction with precommercial thinning. It is anticipated that release would rarely be ordered as the sole treatment for an area. The TO may specify reserve vegetation such as California black Oak, Pacific Dogwood, and/or Elderberry on a unit by unit basis.

C.5.6.2 Subitem E1 – 100 Percent Brushing - All brush and woody vegetation over one (1) foot tall and seven (7) inches DBH and less shall be considered surplus vegetation.

C.5.6.3 Subitem E2 – Radius Brushing

- a. All brush and woody vegetation over one (1) foot tall and seven (7) inches DBH and less within the treatment zone shall be considered surplus vegetation.
- b. Surplus vegetation treatment zone extends from the stem of the leave tree for a distance of 4 feet beyond the outside edge of all branches of the selected leave tree (see Illustration 4).

C.5.6.4 Treatment of Surplus Vegetation - Surplus vegetation treatment shall be performed in accordance with the following specifications:

- a. All brush and woody vegetation over one (1) foot tall and seven (7) inches DBH and less shall be cut.
- b. All surplus vegetation shall be completely severed from the stump(s) with a maximum stump height of eight (8) inches above the ground (measured on the uphill side) and cut at a 90-degree angle to the stem.
- c. No live limbs shall be left on the stumps of cut vegetation.

C.5.6.5 Treatment of Slash - Slash treatment shall be performed in accordance with the following specifications:

- a. Slash shall not be piled on or against leave trees. Slash lodged in leave trees shall be dislodged and removed.

- b. Slash shall be lopped to no more than eight feet in length and scattered such that it is within three (3) feet of the ground at all points of contact. This shall be accomplished concurrently with cutting operations.
- c. All slash shall be removed from any roads, road prisms, and trails within the project area, concurrently with the treatment of surplus trees and brush.
- d. No slash cut by the Contractor shall be left on the ground within 25 feet (horizontal) of any road or outside the project area. All slash shall be pulled back into the project area at least 25 feet (horizontal) from the road shoulder.
- e. Unmaintained roads and skid or cat trails used as unit boundaries shall be kept clear of slash for a width of six feet. Clearing shall be performed concurrently with thinning.
- f. Fire lines and fire trails shall be kept free of slash

C.5.7 Subitem F – Pruning

- C.5.7.1 Pruning will almost always be ordered in conjunction with selective slashing and precommercial thinning. It is anticipated that pruning would rarely be ordered as the sole treatment for an area.
- C.5.7.2 Tree limbs that attach to the bole above the designated pruning height, but have limbs extending into the pruning height area, shall be pruned so that they do not extend below the designated height.
- C.5.7.3 Individual species of hardwoods, shrubs, and conifers may be specified as reserved from pruning on individual units.
- C.5.7.4 Pruning Height
 - a. All designated vegetation 20 feet in height or greater shall have all branches, whiskers, lateral sprouts, and stubs pruned to a height of ten (10) feet as measured from ground level on the uphill side of the tree.
 - b. All designated vegetation less than 20 feet in height shall have all branches, whiskers, lateral sprouts, and stubs pruned to a height equal to 50 percent of the total tree height.
 - c. Regardless of total tree height, blister rust infected limbs shall be pruned off up to a height of ten (10) feet.
 - d. Notwithstanding paragraph c. above, no tree shall be pruned to the extent that less than three (3) branch whorls remain after pruning.

- C.5.7.5 The use of a small ladder to aid in pruning will be permitted. If the Contractor chooses to use a ladder, the ladder shall be used in a manner that does not damage the pruned tree.
- C.5.7.6 Remove all live, dead and infected limbs, whiskers, lateral sprouts, and stubs to the required height by completely severing from the tree as close to the bole as possible (within ½ inch) without damaging the branch collar or the bole. Severed branch stubs shall be smooth (see Illustration # 5).
- C.5.7.7 Only pruning loppers/shears specifically designed for limb pruning (Porter-Ferguson, HIT-27, Prune-off loppers, or the equivalent) or hand held anvil pruners shall be used. Pruning loppers/shears and anvil pruners shall be approved by the Government prior to their use.
- C.5.7.8 The use of hand held pruning saws may be permitted provided shattered or jagged branch stubs or damage to boles of leave trees are not the result.
- C.5.7.9 Chain saws, pruning knives, Sandvik, clubs, and machetes shall not be used to remove limbs or whiskers. Any other tool not specified that results in shattered or jagged branch stubs or bole damage is prohibited.
- C.5.7.10 Treatment of pruned limbs – Where hand piling is not ordered, limbs pruned from selected conifers shall be scattered a minimum of four (4) feet away from the base of the pruned trees (see Illustration No. 5).
- C.5.8 Special Treatment Requirements Common to all Items
- C.5.8.1 Blackstain Disease – If evidence of blackstain disease is found within a unit to be treated the Contractor shall leave a buffer of uncut conifers for a radius of 25 feet from any infected tree. All well-formed vigorous conifers greater than 2 feet in height and not defined as cull tress shall be considered leave trees within this buffer for purposes of determining surplus vegetation. All surplus brush and hardwood within this buffer area shall be cut. The COR may designate where buffers are required within project units.
- C.5.8.2 Port-Orford-Cedar – When there is a management need to prevent/reduce the import or export of Port-Orford-cedar root disease, management practices such as scheduling projects during the dry season, use of uninfested water sources for equipment washing, and designate access and egress routes to minimize exposure to the disease will be implemented.
- C.5.8.3 In order to comply with the U.S. Fish and Wildlife Service Biological Opinion #1-7-96-F-392 for 1996 through 2005 BLM Silviculture projects (updated September, 2001), the following restrictions shall apply on BLM TOs if the Government detects Murrelet or Spotted Owl activity or nesting sites within the BLM project area:

Murrelets - If the Government determines that Marbled Murrelet activity or nesting sites exist within 35 miles of the coast, chainsaw activity will not occur within 0.25 miles of any occupied stand or unsurveyed suitable habitat for the period of April 1 thru August 5. For the period of August 6 thru September 15, work activities will be confined to between two hours after sunrise and two hours before sunset. These units will be identified by the Government.

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

- C.5.8.4 Trees used as bearing trees or any tree blazed or tagged to mark the line of any Government survey, shall not be cut or destroyed under penalty of law. Trees with reference tags or posters identifying BLM projects, or trees with orange paint shall not be cut or damaged.
- C.5.8.5 Pacific yew trees shall not be cut, damaged, or considered to be an acceptable crop/leave tree as defined in C.2.0 Definitions. Live Pacific yew trees found in an inspection plot will not be counted for determining payment. However, Pacific yew trees found cut or damaged in an inspection plot will be counted as cut crop/leave trees for purposes of determining payment.
- C.5.8.6 No-cut treatment zones or reserve areas may be present within the units or project areas. No-treatment areas identified on project maps are excluded from unit acreage for payment purposes. No-treatment areas not identified on project maps will be included in unit acreage for payment purposes.

SECTION E - INSPECTION AND ACCEPTANCE

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

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

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

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

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

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

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

E.1.0 SURVEILLANCE PLAN

E.1.1 All work included in the contract specifications shall be subject to inspections by the Government at periodic intervals during the performance of this contract. Treatment inspections are for the sole benefit of the Government and shall not release the Contractor of the responsibility of providing quality control measures to assure that the work strictly complies with the contract requirements.

E.1.2 Government final inspection of completed units will not occur until the Notification of Completed Work (See Illustration #6) and Contractor's field inspection cards as required in C.5.1.2 are received by the COR.

E.1.3 After receipt of the Notification of Completed Work and Contractor's field inspection cards, the Government will complete all inspections within 10 calendar days. Acceptance for the number of acres satisfactorily treated will be on a unit-by-unit basis.

E.1.4 For Subitems A (Selective Slashing), B (Hand Pile and Cover), D (Precommercial Thin), E (Release), and F (Pruning) inspections will be made on a series of fixed acre circular plots located at predetermined intervals across each work unit. Sufficient plots will be taken to obtain at least one percent sample of the work unit. Plot size will be as follows:

Subitems A, B, and F	1/20 acre (26.3 feet radius horizontal distance)
Subitem D, and E	1/50 acre (16.7 feet radius horizontal distance)

To determine number of plots to take for 1% sample:

Treatment Acres divided by Plot size divisor (Acres / divisor) = Number of Plots

1/20 acre – 5.0 divisor

1/50 acre – 2.0 divisor

Examples:

1/20 acre plot on 67 acre unit
 $67 \text{ acres} / 5.0 = 13 \text{ plots}$

1/50 acre plot on 20 acre unit
 $20 \text{ acres} / 2.0 = 10 \text{ plots}$

For Subitem C (Fuels Pullback) inspections will be made along a predetermined transect line across each work unit. 100 percent inspection of the clearing zone of every fifth treated tree/snag encountered along the transect line will be sampled. The treated tree shall be the inspection plot center.

E.1.5 Each inspection plot will be subdivided into four (4) equal quadrants beginning at north. Each quadrant will be evaluated for compliance with all contract specifications. Quadrants meeting all contract specifications will receive 3 points. One point will be deducted from a quadrant for each contract violation found within the quadrant. Quadrants found with 3 or more contract violations will receive no points.

E.2.0 ACCEPTANCE

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

E.2.2 Acceptance of work will be based on compliance with all Section C.5.0 Specific Tasks minimum quality standards that correspond to the treatment.

E.2.3 Work Quality Percent (WQP) - The WQP is derived from inspection plot data. The WQP is determined by dividing the total number of points earned by the total number of points possible (12 x number of plots taken). This rate multiplied by 100 equals the WQP.

EXAMPLE:

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

- E.2.4 Acceptable Quality Level (AQL) - A minimum AQL of 85 percent WQP is required.
- E.3.0 Reinspection - When units fall below the minimum AQL of 85 percent, rework may be required. When instructed by the COR, the Contractor shall rework the unit one time for reinspection by the Government. If the unit again fails to meet the minimum AQL of 85 percent, the CO has the option of accepting the unit at the AQL calculated from inspection plots or of ordering the Contractor to rework the unit again. If the CO elects to accept the unit at the AQL percentage calculated after rework, the Contractor will be paid based on the results of the reinspection. The Contractor shall be charged for all the Government's reinspection costs.
- E.4.0 Payment - Payment will be made at the unit price on a per acre basis for the acreage shown on the schedule of items less the adjustment in payment based on the WQP, if applicable. An adjustment will be added to the basic WQP for those units achieving 95 percent or better before any rework. If the WQP equals or exceeds 95 percent before rework, full payment (100%) will be made. Payment for those units achieving a WQP of 90-94 percent before rework, units achieving a WQP of 90-100 percent after rework (when allowed) and units accepted by the CO which do not meet the minimum AQL of 90 percent, will be made at a rate determined by multiplying the actual WQP by the bid price. Payment for access will be made at the rate shown on the Schedule of Items regardless of the WQP computation.

SECTION F - DELIVERIES OR PERFORMANCE

- F.1.0 The Contractor shall begin work from the effective date of the Notice to Proceed and shall continue performance of the work under the contract without delay or interruption except for causes beyond his control as defined in the contract, or by the receipt of a "Suspend Work Order" issued by the Government. Failure to prosecute the work during prescribed burning conditions will be a basis for terminating the Contractor's right to proceed in accordance with the Default clause of the contract.
- F.2.0 Task orders may be placed throughout the contract by the CO at the prices listed on the Schedule of Items. COs for agencies identified in Section B, Schedule of Items, may also place orders. The CO will consider price and past performance on this and previous contracts in determining placement of task orders. When past performance histories of awarded contractor are considered relatively close, price will be a major selection factor. Performance time for each task order will be computed as described under "PERFORMANCE TIME" in Section B, Schedule of Items.

52.211-18 VARIATION IN ESTIMATED QUANTITY

(APR 1984)

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

SECTION G - CONTRACT ADMINISTRATION DATA

G.1.0 CONTRACTING OFFICER'S REPRESENTATIVE DEFINITION

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

G.2.0 PROJECT INSPECTOR DEFINITION

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

G.3.0 TASK ORDER MANAGER

"Task Order Manager (TOM)" means the person designated by the CO to perform, as needed, on-the-job Government inspection of work accomplished by the Contractor. The TOM also completes the Contractor Performance Profile in Section J after each task order, forwards it to the Contractor for Contractor Review, and provides it to the CO after receipt from the Contractor.

G.4.0 RESPONSIBILITIES OF THE CONTRACTING OFFICER'S REPRESENTATIVE, TASK ORDER MANAGER AND PROJECT INSPECTOR

G.4.1 The COR's authorities and responsibilities are defined in the COR's Designation Letter. The COR is authorized to clarify technical requirements, and to review and approve work which is clearly within the scope of work. The COR is NOT authorized to issue changes pursuant to the changes clause or to in any other way modify the scope of work.

G.4.2 The Task Order Manager is responsible for checking the Contractor's compliance with the technical specifications, drawings, work schedule, and labor provisions at the site of the work.

G.4.3 The Project Inspector is responsible for checking the Contractor's compliance with the technical specifications, drawings, work schedule, and labor provisions at the site of the work.

G.5.0 NOTICE TO PROCEED

G.5.1 After award of contract, the COR will issue to the Contractor a written notice to proceed. Issuance of the notice may be delayed for a reasonable time, at the discretion of the Government, if adverse soil, vegetative, or climatological conditions exist.

G.5.2 The Contractor shall perform no preliminary work prior to receipt of the written notice to proceed. Contract time starts on the effective date of the notice to proceed.

SECTION H - SPECIAL CONTRACT REQUIREMENTS

H.1.0 WORK HOURS

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

H.2.0 PROSECUTION OF THE WORK

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

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

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

H.3.0 ENVIRONMENTAL INTERRUPTION OF WORK

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

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

H.4.0 PRESERVATION OF HISTORICAL AND ARCHEOLOGICAL RESOURCES

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

H.5.0 SUBCONTRACTS

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

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

H.6.0 RESTORATION OF RESOURCES

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

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

H.7.0 FIRE DANGER SEASON

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

H.8.0 UNDOCUMENTED WORKERS

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

H.9.0 MIGRANT SEASONAL AGRICULTURAL WORKERS PROTECTION ACT REGISTRATION

H.9.1 As set forth in Title 29, Part 500 of the Code of Federal Regulations, Migrant and Seasonal Agricultural Worker Protection, the Contractor shall maintain all necessary U.S. Department of Labor registrations during the performance period of this contract. Failure to maintain a valid registration is grounds for termination of this contract.

H.9.2 In compliance with the Migrant and Seasonal Agricultural Worker Protection Act, the Contractor shall provide the following to meet minimum safety and health standards for housing employees when camping on Federal lands:

- a. A shelter to provide protection from the elements. Where heat adequate for weather conditions is not provided, other arrangements should be made to protect the workers from the cold.
- b. Sanitary facilities for storing food. Ice chests or coolers, with ice supply made from potable water replenished as necessary, to meet the requirement for storage of perishable food items.
- c. An adequate and convenient potable water supply, approved by the appropriate health authority, in each camp for drinking and cooking purposes. As an alternative, commercial bottled water may be used.
- d. Toilet and hand washing facilities adequate for the capacity of the camp, at not less than a 1:15 ratio, supplied with adequate toilet paper. Such facilities shall be maintained in a sanitary condition.
- e. Fly-tight, rodent-tight, impervious, cleanable or single service containers to be used for the storage of garbage. Such containers shall be kept clean and emptied when full.

- f. Basic first aid supplies under the charge of a person trained to administer first aid.
- g. A laundry tray or tub for every 30 workers, or transportation, at least weekly, to a commercial laundromat for all workers.

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

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

Information on obtaining this license may be obtained from:

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

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

H.11.0 IMPROPER DISPOSAL OF GOVERNMENT-FURNISHED MATERIAL

- H.11.1 Improper disposal includes, but is not limited to, the wrongful ditching, hiding or burying of Government-furnished material (GFM). The Government may, by issuance of a written order, suspend the Contractor's right to proceed for improper disposal of GFM. The Contractor may be required to remove from the contract site any individuals involved in the improper disposal of GFM.
- H.11.2 The Contractor will be charged for the actual costs of the improperly disposed GFM. The costs will be based on the current market value and any associated costs.

H.12.0 TASK ORDER OMBUDSMAN

The task order contract ombudsman for this contract is: Chief of the Contracting Office, BLM Oregon State Office. In accordance with FAR 16.505(b)(4), the ombudsman shall review complaints from contractors regarding contracts awarded under Solicitation Number HAR052006, Silviculture/Fuels Management Services. Failure of an agency to follow ombudsman advice may result in termination of the agency's authority to place orders.

SECTION I - NEGOTIATED SERVICE CLAUSES
(current through Federal Acquisition Circular 2001-22)

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

52.202-1*	Definitions	(DEC 2001)
52.203-3	Gratuities	(APR 1984)
52.203-5	Covenant Against Contingent Fees	(APR 1984)
52.203-6	Restrictions on Subcontractor Sales to the Government	(JUL 1995)
52.203-7	Anti-Kickback Procedures	(JUL 1995)
52.203-8	Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity	(JAN 1997)
52.203-10	Price or Fee Adjustment for Illegal or Improper Activity	(JAN 1997)
52.203-12	Limitation on Payments to Influence Certain Federal Transactions (Applicable to contracts exceeding \$100,000)	(JUN 2003)
52.204-4	Printed or Copied Double-Sided on Recycled Paper	(AUG 2000)
52.204-7*	Central Contractor Registration	(OCT 2003)
52.209-6	Protecting the Government's Interest When Subcontracting With Contractors Debarred, Suspended, or Proposed for Debarment	(JUL 1995)
52.215-2	Audit and Records - Negotiation	(JUN 1999)
52.215-8*	Order of Precedence	(OCT 1997)
52.215-10	Price Reduction for Defective Cost or Pricing Data.	(OCT 1997)
52.215-11	Price Reduction for Defective Cost or Pricing Data - Modifications	(OCT 1997)
52.215-12	Subcontractor Cost or Pricing Data	(OCT 1997)
52.215-13	Subcontractor Cost or Pricing Data - Modifications	(OCT 1997)
52.215-15	Pension Adjustments and Asset Reversions	(JAN 2004)
52.215-16	Facilities Capital Cost of Money	(OCT 1997)
52.215-18	Reversion or Adjustment of Plans for Postretirement Benefits Other Than Pensions	(OCT 1997)
52.216-18*	Ordering	(OCT 1995)
52.216-19*	Order Limitations	(OCT 1995)
52.216-22*	Indefinite Quantity	(OCT 1995)
52.219-3	Notice of Total HUBZone Set-Aside (Applicable if noted on the Schedule).	(JAN 1999)
52.219-6	Notice of Total Small Business Set-Aside (Applicable if so noted on Schedule of Items.)	(JUN 2003)
52.219-8	Utilization of Small Business Concerns	(OCT 2000)
52.219-14*	Limitations on Subcontracting (Applicable only if project is set aside for small businesses.)	(DEC 1996)
52.222-3	Convict Labor	(JUN 2003)
52.222-4	Contract Work Hours and Safety Standards Act - Overtime Compensation	(SEP 2000)
52.222-21	Prohibition of Segregated Facilities	(FEB 1999)
52.222-26	Equal Opportunity	(APR 2002)

52.222-35	Affirmative Action for Disabled Veterans and Veterans of the Vietnam Era	(DEC 2001)
52.222-36	Affirmative Action for Workers with Disabilities	(JUN 1998)
52.222-37	Employment Reports on Disabled Veterans and Veterans of the Vietnam Era	(DEC 2001)
52.222-41	Service Contract Act of 1965, as Amended	(MAY 1989)
52.222-42*	Statement of Equivalent Rates for Federal Hires	(MAY 1989)
52.222-44	Fair Labor Standards Act and Service Contract Act-Price Adjustment	(FEB 2002)
52.223-6	Drug-Free Workplace	(MAR 2001)
52.223-14	Toxic Chemical Release Reporting (Applicable if contract exceeds \$100,000.)	(OCT 2003)
52.225-1	Buy American Act - Supplies	(JUN 2003)
52.225-13	Restrictions on Certain Foreign Purchases	(DEC 2003)
52.227-1	Authorization and Consent	(JUL 1995)
52.227-2	Notice and Assistance Regarding Patent and Copyright Infringement	(AUG 1996)
52.228-1*	Bid Guarantee (Applicable if guarantees required. See Schedule of Items.)	(SEP 1996)
52.228-2	Additional Bond Security (Applicable if bonds required. See Schedule of Items.)	(OCT 1997)
52.228-5	Insurance-Work on a Government Installation (Applicable if DIAR 1452.228-70 is included.)	(JAN 1997)
52.228-11*	Pledges of Assets (Applicable if bonds required. See Schedule of Items.)	(FEB 1992)
52.228-14	Irrevocable Letter of Credit (Applicable if bonds required. See Schedule of Items.)	(DEC 1999)
52.229-3	Federal, State, and Local Taxes	(APR 2003)
52.229-4	Federal, State, and Local Taxes (Noncompetitive Contract)	(APR 2003)
52.229-5	Taxes - Contracts Performed in U.S. Possessions or Puerto Rico	(APR 1984)
52.232-1*	Payments	(APR 1984)
52.232-8	Discounts for Prompt Payment	(FEB 2002)
52.232-9	Limitation on Withholding of Payments	(APR 1984)
52.232-11	Extras	(APR 1984)
52.232-17	Interest	(JUN 1996)
52.232-18	Availability of Funds	(APR 1984)
52.232-23	Assignment of Claims	(JAN 1986)
52.232-25*	Prompt Payment	(OCT 2003)
52.232-33*	Payment by Electronic Funds Transfer - Central Contractor Registration	(OCT 2003)
52.233-1*	Disputes -- Alternate I (DEC 1991)	(JUL 2002)
52.233-3	Protest After Award	(AUG 1996)
52.236-6*	Superintendence by the Contractor	(APR 1984)
52.236-7*	Permits and Responsibilities	(NOV 1991)

52.242-13	Bankruptcy	(JUL 1995)
52.242-14*	Suspension of Work	(APR 1984)
52.243-1*	Changes - Fixed-Price (AUG 1987) -- Alternate I	(APR 1984)
52.244-6	Subcontracts for Commercial Items	(APR 2003)
52.245-4	Government-Furnished Property (Short Form)	(JUN 2003)
52.246-25	Limitation of Liability - Services	(FEB 1997)
52.248-1	Value Engineering	(FEB 2000)
52.249-4*	Termination for Convenience of the Government (Services) (Short form)	(APR 1984)
52.249-8*	Default (Fixed-Price Supply and Service)	(APR 1984)
52.252-2*	Clauses Incorporated by Reference	(FEB 1998)
52.253-1	Computer Generated Forms	(JAN 1991)
1452.203-70	Restriction on Endorsements - Department of the Interior	(JUL 1996)

SECTION I - CONTRACT CLAUSES

52.202-1 DEFINITIONS

(DEC 2001)

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

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

52.204-7 CENTRAL CONTRACT REGISTRATION

(OCT 2003)

a) Definitions. As used in this clause-

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

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

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

"Registered in the CCR database" means that-

(1) The Contractor has entered all mandatory information, including the DUNS number or the DUNS+4 number, into the CCR database; and

(2) The Government has validated all mandatory data fields and has marked the record "Active".

(b)(1) By submission of an offer, the offeror acknowledges the requirement that a prospective awardee shall be registered in the CCR database prior to award, during performance, and through final payment of any contract, basic agreement, basic ordering agreement, or blanket purchasing agreement resulting from this solicitation.

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

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

(1) An offeror may obtain a DUNS number-

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

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

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

(i) Company legal business.

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

(iii) Company Physical Street Address, City, State, and Zip Code.

(iv) Company Mailing Address, City, State and Zip Code (if separate from physical).

(v) Company Telephone Number.

(vi) Date the company was started.

(vii) Number of employees at your location.

(viii) Chief executive officer/key manager.

(ix) Line of business (industry).

(x) Company Headquarters name and address (reporting relationship within your entity).

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

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

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

(g)

(1)

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

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

(2) The Contractor shall not change the name or address for EFT payments or manual

payments, as appropriate, in the CCR record to reflect an assignee for the purpose of assignment of claims (see FAR Subpart 32.8, Assignment of Claims). Assignees shall be separately registered in the CCR database. Information provided to the Contractor's CCR record that indicates payments, including those made by EFT, to an ultimate recipient other than that Contractor will be considered to be incorrect information within the meaning of the "Suspension of payment" paragraph of the EFT clause of this contract.

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

52.215-8 ORDER OF PRECEDENCE--UNIFORM CONTRACT FORMAT (OCT 1997)

Any inconsistency in this solicitation or contract shall be resolved by giving precedence in the following order:

- (a) The Schedule (excluding the specifications).
- (b) Representations and other instructions.
- (c) Contract clauses.
- (d) Other documents, exhibits, and attachments.
- (e) The specifications.

52.216-18 ORDERING

(OCT 1995)

(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued from the date of contract award through September 30, 2009.

(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 \$30,000, 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 \$200,000.
- (2) Any order for a combination of items in excess of \$200,000.
- (3) A series of orders from the same ordering office within 30 days that together call for quantities exceeding the limitation in subparagraph (1) or (2) of this section.

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

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

52.216-22 INDEFINITE QUANTITY

(OCT 1995)

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

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

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

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

52.219-14 LIMITATIONS ON SUBCONTRACTING

(DEC 1996)

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

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

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

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

(3) General construction. The concern will perform at least 15 percent of the cost of the

contract, not including the cost of materials, with its own employees.

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

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

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

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

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

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

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

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

(c) The amount of the bid guarantee shall be 20 percent of the bid price.

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

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

52.228-11 PLEDGES OF ASSETS

(FEB 1992)

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

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

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

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

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

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

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

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

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

52.232-1 PAYMENTS

(APR 1984)

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

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

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

52.232-18 AVAILABILITY OF FUNDS

(APR 1984)

Funds are not presently available for this contract. The Government's obligation under this contract is contingent upon the availability of appropriated funds from which payment for contract purposes can be made. No legal liability on the part of the Government for any payment may arise until funds are made available to the Contracting Officer for this contract and until the Contractor receives notice of such availability, to be confirmed in writing by the Contracting Officer.

52.232-25 PROMPT PAYMENT (Asterisks indicate omitted material.) (OCT 2003)

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

(a) *Invoice payments-*

(1) *Due date.*

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

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

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

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

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

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

(i) Name and address of the Contractor.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(ii) The prompt payment regulations at 5 CFR 1315.10(c) do not require the Government to pay interest penalties if payment delays are due to disagreement between the Government and the Contractor over the payment amount or other issues involving contract compliance, or on amounts temporarily withheld or retained in accordance with the terms of the contract. The

Government and the Contractor shall resolve claims involving disputes and any interest that may be payable in accordance with the clause at FAR 52.233-1, Disputes.

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

(7) *Additional interest penalty.*

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

52.232-33 Payment by Electronic Funds Transfer-Central Contractor Registration (Oct 2003)

(a) *Method of payment.*

(1) All payments by the Government under this contract shall be made by electronic funds

transfer (EFT), except as provided in paragraph (a)(2) of this clause. As used in this clause, the term "EFT" refers to the funds transfer and may also include the payment information transfer.

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

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

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

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

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

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

(e) *Liability for uncompleted or erroneous transfers.*

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

(i) Making a correct payment;

(ii) Paying any prompt payment penalty due; and

(iii) Recovering any erroneously directed funds.

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

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

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

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

(g) *EFT and assignment of claims.* If the Contractor assigns the proceeds of this contract as provided for in the assignment of claims terms of this contract, the Contractor shall require as a condition of any such assignment, that the assignee shall register separately in the CCR database and shall be paid by EFT in accordance with the terms of this clause. Notwithstanding any other requirement of this contract, payment to an ultimate recipient other than the Contractor, or a financial institution properly recognized under an assignment of claims pursuant to Subpart 32.8,

is not permitted. In all respects, the requirements of this clause shall apply to the assignee as if it were the Contractor. EFT information that shows the ultimate recipient of the transfer to be other than the Contractor, in the absence of a proper assignment of claims acceptable to the Government, is incorrect EFT information within the meaning of paragraph (d) of this clause.

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

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

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

(JUL 2002)

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

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

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

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

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

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

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

believes the Government is liable; and that I am duly authorized to certify the claim on behalf of the Contractor.”

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

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

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

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

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

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

52.236-6 SUPERINTENDENCE BY THE CONTRACTOR

(APR 1984)

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

52.236-7 PERMITS AND RESPONSIBILITIES

(APR 1984)

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

of the Contractor's fault or negligence. The Contractor shall also be responsible for all materials delivered and work performed until completion and acceptance of the entire work, except for any completed unit of work which may have been accepted under the contract.

52.242-14 SUSPENSION OF WORK

(APR 1984)

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

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

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

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

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

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

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

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

payment of the contract.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

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

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

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

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

\$300,000 property damage

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

SECTION J - LIST OF ATTACHMENTS

BLM FIRE PROTECTION REQUIREMENTS
CLASSIFICATION AND WAGES OF GOVERNMENT EMPLOYEES
WAGE DETERMINATION

ILLUSTRATIONS:

- 1A. SELECTIVE SLASHING/HAND PILE AND COVER INSPECTION FORM
- 1B. PCT/RELEASE INSPECTION FORM
2. SAMPLE TASK ORDER
3. ROAD PRISM
4. TREATMENT ZONE
5. PRUNING
6. NOTIFICATION OF COMPLETION OF WORK

MAPS:

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SAMPLE TASK ORDER TOWNSHIP MAPS	7
SAMPLE TASK ORDER PROJECT MAPS	8
SAMPLE TASK ORDER UNIT MAPS	8

SECTION J - BLM FIRE PROTECTION REQUIREMENTS

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

1. CLOSED FIRE SEASON

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

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

- X Physically capable and experienced in operating any firefighting equipment on site.
- X On duty for 3 hours after the shutdown of the last power-driven equipment for the day.
- X Furnished adequate facilities for transportation and communications in order to summon assistance if needed.
- X 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.

<u>KIND OF TOOLS</u>	<u>NUMBER OF PERSONNEL</u>										
	1- 4	5	6	7	8	9	10	11	12	13	14
Pulaskis	1	1	1	1	1	1	2	2	2	2	2
Shovels	2	2	2	3	3	3	3	4	4	5	5
Hazel hoes	1	2	3	3	4	5	5	5	6	6	6

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

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

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

SECTION J

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

CLASSIFICATION AND WAGES OF GOVERNMENT EMPLOYEES

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

<u>Labor Classification</u>		<u>Basic Rate</u>	<u>Fringe Benefits</u>
Laborer	WG-3	\$ 11.18	Life and Health Insurance partly paid by the Gov't
Foreman	WL-3	\$ 12.29	- Retirement
Truck Driver	WG-5	\$ 12.75	- Annual/Sick Leave

The classification 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.

77-0079 31 Forestry and Land Management Services [12]

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
 William W. Gross Division of Wage 3 Wage Determination No: 1977-0079
 Director Determinations 3 Revision No: 31
 3 Date Of Revision: 07/26/2004

 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 13.22
- 08040 - Choker Setter 13.32
- 08070 - Faller/Bucker 24.09
- 08100 - Fire Lookout 12.78
- 08130 - Forestry Equipment Operator 15.45
- 08160 - Forestry/Logging Heavy Equipment Operator 15.45
- 08190 - Forestry Technician 17.04
- 08190 - Forestry Truckdriver 13.53
- 08250 - General Forestry Laborer 10.65
- 08280 - Nursery Specialist 17.71
- 08310 - Slash Piler/Burner 8.51
- 08340 - Tree Climber 8.51
- 08370 - Tree Planter 11.98
- 08400 - Tree Planter, Mechanical 11.98

 ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

HEALTH & WELFARE: \$2.59 an hour or \$103.60 a week or \$448.93 a month

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

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

4.174)

**** UNIFORM ALLOWANCE ****

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

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

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

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

Source of Occupational Title and Descriptions:

The duties of employees under job titles listed are those described in the "Service Contract Act Directory of Occupations," Fourth Edition, January 1993, as amended by the Third Supplement, dated March 1997, unless otherwise indicated. This publication may be obtained from the Superintendent of Documents, at 202-783-3238, or by writing to the Superintendent of Documents, U.S. Government Printing Office, Washington, D.C. 20402. Copies of specific job descriptions may also be obtained from the appropriate contracting officer.

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

Conformance Process:

The contracting officer shall require that any class of service employee which is not listed herein and which is to be employed under the contract (i.e., the work to be performed is not performed by any classification listed in the wage

determination), be classified by the contractor so as to provide a reasonable relationship (i.e., appropriate level of skill comparison) between such unlisted classifications and the classifications listed in the wage determination. Such conformed classes of employees shall be paid the monetary wages and furnished the fringe benefits as are determined. Such conforming process shall be initiated by the contractor prior to the performance of contract work by such unlisted class(es) of employees. The conformed classification, wage rate, and/or fringe benefits shall be retroactive to the commencement date of the contract. {See Section 4.6 (C)(vi)} When multiple wage determinations are included in a contract, a separate SF 1444 should be prepared for each wage determination to which a class(es) is to be conformed.

The process for preparing a conformance request is as follows:

- 1) When preparing the bid, the contractor identifies the need for a conformed occupation(s) and computes a proposed rate(s).
 - 2) After contract award, the contractor prepares a written report listing in order proposed classification title(s), a Federal grade equivalency (FGE) for each proposed classification(s), job description(s), and rationale for proposed wage rate(s), including information regarding the agreement or disagreement of the authorized representative of the employees involved, or where there is no authorized representative, the employees themselves. This report should be submitted to the contracting officer no later than 30 days after such unlisted class(es) of employees performs any contract work.
 - 3) The contracting officer reviews the proposed action and promptly submits a report of the action, together with the agency's recommendations and pertinent information including the position of the contractor and the employees, to the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, for review. (See section 4.6(b)(2) of Regulations 29 CFR Part 4).
 - 4) Within 30 days of receipt, the Wage and Hour Division approves, modifies, or disapproves the action via transmittal to the agency contracting officer, or notifies the contracting officer that additional time will be required to process the request.
 - 5) The contracting officer transmits the Wage and Hour decision to the contractor.
 - 6) The contractor informs the affected employees.
- Information required by the Regulations must be submitted on SF 1444 or bond paper.

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

Illustration 2
Sample Task Order

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

Contract No Requesting Office: Medford District, GLRA
Item Number (s): A, B, C, D, E, and F Date:

Unit Name	Legal	Acres	Cost/acre	Total Cost
Fuels Unit 1	T.32S.R7W.Sec 21	7		
Subitem	A) Selective Slashing	7		
	B) Hand Pile and Cover	7		
	F3) Pruning 151-300 TPA	5		
Fuels Unit 2	T33S.R7W.Sec 11	2		
Subitem	A) Selective Slashing	2		
	B) Hand Pile and Cover	2		
	F3) Pruning 151-300 TPA	2		
Fuels Unit 3	T.33S.R5W.Sec22	7		
Subitem	A) Selective Slashing	2		
	B) Hand Pile and Cover	2		
	F3) Pruning 151-300 TPA	2		
Fuels Unit 4	T33S.R5W.Sec 27	1		
Subitem	A) Selective Slashing	1		
	B) Hand Pile and Cover	1		
	F3) Pruning 151-300 TPA	1		
Sugar Creek 4	T31S.R4W.Sec24.028	33		
Subitem	D4) PCT 18x18 conifer spacing	33		
	E) Release Radius Brushing	33		
Bullwinkle 7	T32S.R5W.Sec27.010	39		
Subitem	B) Hand Pile and Cover 4'x4' pile size	39		
	D2) PCT 14x14 conifer spacing	39		
	E1) 100% Brushing	39		
	F1) Pruning 1-75 TPA Sugar pine only	39		
Flume Descent 3	T33S.R6W.Sec 33.001	22		
Subitem	D1) PCT 12x12 conifer spacing	22		

Unit Name	Legal	Acres	Cost/acre	Total Cost
	E2) Radius Brushing	22		

Unit Name	Legal	Acres	Cost/acre	Total Cost
Salmon Creek 4	T34S.R6W.Sec1.014	22		
Subitem	B) Hand Pile and Cover 4'x4' pile size	22		
	D3) PCT 16x16 conifer spacing	22		
	F3) Pruning 151-300 TPA	2		

PERFORMANCE TIME: _____ **Calendar Days**

ESTIMATED START WORK DATE: March 15, 2005

Accounting and Appropriation Data:

Name and Title of Contractor

Name of Contracting Officer

Contractor Signature

Contracting Officer's Signature

Date

Date

Illustration # 6

Notification of Completed Work

Glendale Resource Area
Silviculture/Fuels

Contractor: _____
Contract No. _____

Project Unit Name	Unit Acres	Date Completed	Work Quality Percent	Inspector's Initials
_____	_____	___/___/___	_____ %	_____
_____	_____	___/___/___	_____ %	_____
_____	_____	___/___/___	_____ %	_____
_____	_____	___/___/___	_____ %	_____
_____	_____	___/___/___	_____ %	_____
_____	_____	___/___/___	_____ %	_____
_____	_____	___/___/___	_____ %	_____
_____	_____	___/___/___	_____ %	_____
_____	_____	___/___/___	_____ %	_____
_____	_____	___/___/___	_____ %	_____
_____	_____	___/___/___	_____ %	_____
_____	_____	___/___/___	_____ %	_____

NOTES// REMARKS:

Contractor's Signature
Date: ___/___/___