

AWARD DATA

Orders May Be Placed Through 9/3/2012

Fuels Reduction, Indefinite-Delivery, Indefinite-Quantity

Ordering Agencies:

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

BLM Contract No.: HAC088D00

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

Contractor: Ponderosa Reforestation, Inc., P.O. Box 1067, Medford, Oregon 97501,
541-601-1977

For items not included in Section D contact: Jessica Clark at 503-808-6226

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, & 30				1. REQUISITION NUMBER R-0806145	PAGE 1 OF	
2. CONTRACT NO.	3. AWARD/EFFECTIVE DATE	4. ORDER NUMBER	5. SOLICITATION NUMBER HAQ082024	6. SOLICITATION ISSUE DATE 07/11/2008		
7. FOR SOLICITATION INFORMATION CALL:	a. NAME Anthony Del Prete	b. TELEPHONE NUMBER (No collect calls) (503) 808-6210		8. OFFER DUE DATE /LOCAL TIME 08/01/2008 11:59 PM		
9. ISSUED BY BLM-OR OREGON STATE OFFICE* 333 SW FIRST AVENUE-7TH FLOOR PORTLAND, OR 97204-3440 TEL: (503) 808-6359 FAX: (503) 808-6312		CODE <input type="text" value="OR952"/>	10. THIS ACQUISITION IS <input type="checkbox"/> UNRESTRICTED <input checked="" type="checkbox"/> SET ASIDE: 100.00 % FOR <input checked="" type="checkbox"/> SMALL BUSINESS <input type="checkbox"/> HUBZONE SMALL BUSINESS <input type="checkbox"/> 8(A) NAICS: SIZE STANDARD: 5,000,001 or 10,000,000		11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input type="checkbox"/> SEE SCHEDULE <input type="checkbox"/> 13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS(15 CFR 700) 13b. RATING 14. METHOD OF SOLICITATION <input checked="" type="checkbox"/> RFQ <input type="checkbox"/> IFB <input type="checkbox"/> RFP	12. DISCOUNT TERMS 10 days % 20 days % 30 days % days %
15. DELIVER TO BLM-OR OREGON STATE OFFICE* 333 SW FIRST AVENUE-7TH FLOOR PORTLAND, OR 97204-3440 Attn: SPECIFIED WITHIN DOCUMENT		CODE <input type="text" value="OR952"/>	16. ADMINISTERED BY BLM-OR OREGON STATE OFFICE* 333 SW FIRST AVENUE-7TH FLOOR PORTLAND, OR 97204-3440		CODE <input type="text" value="OR952"/>	
17a. CONTRACTOR/OFFEROR <i>Penderosa REFORESTATION INC</i> <i>P.O. BOX 1067</i> <i>MEDFORD OR 97501</i>		CODE <input type="text"/>	FACILITY CODE <input type="text"/>	18a. PAYMENT WILL BE MADE BY BLM-BC NATIONAL BUSINESS CENTER* BC612 BLDG 50, DFC, PO BOX 25047 DENVER, CO 80225-0047		
17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN <input type="checkbox"/> OFFER			18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a UNLESS BLOCK BELOW IS CHECKED <input checked="" type="checkbox"/> SEE ADDENDUM			
19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES (Use Reverse and/or Attach Additional Sheets as Necessary)		21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
25. ACCOUNTING AND APPROPRIATION DATA					26. TOTAL AWARD AMOUNT (For Govt. Use Only)	
<input checked="" type="checkbox"/> 27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4. FAR 52.212-3 AND 52.212-5 ARE ATTACHED. ADDENDA <input checked="" type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED <input type="checkbox"/> 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED. ADDENDA <input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED						
28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN _____ COPIES <input type="checkbox"/> TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED HEREIN.			29. AWARD OF CONTRACT: REF. _____ <input type="checkbox"/> OFFER DATED _____ YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS:			
30a. SIGNATURE OF OFFEROR/CONTRACTOR <i>Juan Bencomo</i>			31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER)			
30b. NAME AND TITLE OF SIGNER (Type or Print) <i>JUAN Bencomo president</i>			31b. NAME OF CONTRACTING OFFICER (Type or Print)			

(print) <u>JUAN BENCOMO PRESIDENT</u>	30c. DATE SIGNED <u>7-28-08</u>	(or print)	31c. DATE SIGNED
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AUTHORIZED FOR LOCAL REPRODUCTION PREVIOUS EDITION IS NOT USABLE

STANDARD FORM 1449 (REV. 4/2002)
Prescribed By GSA - FAR (48 CFR) 53.212

19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT

32a. QUANTITY IN COLUMN 21 HAS BEEN
 RECEIVED INSPECTED ACCEPTED, AND CONFORMS TO THE CONTRACT, EXCEPT AS NOTED:

32b. SIGNATURE OF AUTHORIZED GOVT. REPRESENTATIVE	32c. DATE	32d. PRINTED NAME AND TITLE OF AUTHORIZED GOVERNMENT REPRESENTATIVE
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32e. MAILING ADDRESS OF AUTHORIZED GOVERNMENT REPRESENTATIVE	32f. TELEPHONE NUMBER OF AUTHORIZED GOVERNMENT REPRESENTATIVE
	32g. E-MAIL OF AUTHORIZED GOVERNMENT REPRESENTATIVE

33. SHIP NUMBER	34. VOUCHER NUMBER	35. AMOUNT VERIFIED CORRECT FOR	36. PAYMENT <input type="checkbox"/> COMPLETE <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL	37. CHECK NUMBER
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38. S/R ACCOUNT NUMBER	39. S/R VOUCHER NUMBER	40. PAID BY
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41a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT		42a. RECEIVED BY (Print)	
41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER	41c. DATE	42b. RECEIVED AT (Location)	
		42c. DATE REC'D (YY/MM/DD)	42d. TOTAL CONTAINERS

STANDARD FORM 1449 (REV. 4/2002)
BACK

Line Items

Fuels Reduction, Indefinite-Delivery, Indefinite-Quantity, Medford District, Oregon

DUNS 80-368-4646

Line Item Number	Description	Delivery Date	Quantity	Unit of Issue	Unit Price	Total Cost (Includes Discounts)
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0001 Item A - Maintenance Brushing with Hardwood Spacing 07/31/2009 100.00 acres \$ 244 \$ 24400

Period of Performance: -

Extended Description

0002 Item B - Maintenance Brushing with Hardwood Spacing in 07/31/2009 100.00 acres \$ 242 \$ 24200
Burned Areas

Period of Performance: -

Extended Description

0003 Item C - Precommercial Thinning - Plantations 07/31/2009 100.00 acres \$ 244 \$ 24400

Period of Performance: -

Extended Description

0004 Item D - Precommercial Thinning and Establish 'Mini Clear-cuts' 07/31/2009 100.00 acres \$ 244 \$ 24400

Period of Performance: -

Extended Description

0005 Item E - Precommercial Thinning with Hardwood or Shrub 07/31/2009 100.00 acres \$ 242 \$ 24200

Spacing

Period of Performance: -**Extended Description**0006 Item F - Pruning 07/31/2009 100.00 acres \$ 75 \$ 7500**Period of Performance:** -**Extended Description**0007 Item G - Fuels Pullback 07/31/2009 100.00 acres \$ 35 \$ 3500**Period of Performance:** -**Extended Description**0008 Item H - Hand Pile and Cover 21 to 40 PPA 07/31/2009 100.00 acres \$ 100 \$ 10000**Period of Performance:** -**Extended Description**0009 Item I - Hand Pile and Cover 41 to 60 PPA 07/31/2009 100.00 acres \$ 244 \$ 24400**Period of Performance:** -**Extended Description**0010 Item J - Hand Pile and Cover 61 to 80 PPA 07/31/2009 100.00 acres \$ 365 \$ 36500**Period of Performance:** -**Extended Description**0011 Item K - Hand Pile and Cover 81 to 100 PPA 07/31/2009 100.00 acres \$ 444 \$ 44400**Period of Performance:** -**Extended Description**

0012 Item L - Hand Pile and Cover 101 to 120 PPA

07/31/2009 100.00 acres \$ 535 \$ 52500**Period of Performance:** -**Extended Description**

0013 Item M - Hand Pile and Cover 121 to 140 PPA

07/31/2009 100.00 acres \$ 550 \$ 55000**Period of Performance:** -**Extended Description***PPA = Piles per Acre**Delivery date and quantities are estimated.**See Section E for instructions on how to submit quote.*

AMENDMENT OF SOLICITATION / MODIFICATION OF CONTRACT		1. CONTRACT ID CODE	PAGE 1 of PAGES
2. AMENDMENT/MODIFICATION NO. 0001	3. EFFECTIVE DATE 07/16/2008	4. REQUISITION/PURCHASE REQ. NO R-0806145	5. PROJECT NO. (If applicable)
6. ISSUED BY BLM-OR OREGON STATE OFFICE* 333 SW FIRST AVENUE-7TH FLOOR PORTLAND, OR 97204-3440		CODE OR952	7. ADMINISTERED BY (If other than Item 6) BLM-OR OREGON STATE OFFICE* 333 SW FIRST AVENUE-7TH FLOOR PORTLAND, OR 97204-3440
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) PONDEROSA REFORESTATION INC. P. O. Box 1067 Medford, OR 97501-0077		X	9A. AMENDMENT OF SOLICITATION NO. HAQ082024
CODE			FACILITY CODE
			10A. MODIFICATION OF CONTRACT/ORDER NO.
			10B. DATED (SEE ITEM 13)
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS			
<input checked="" type="checkbox"/> The above numbered solicitation is amended as set forth in item 14. The hour and date specified for receipt of Offers <input type="checkbox"/> is extended, <input checked="" type="checkbox"/> is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing items 8 and 15, and returning <u> 1 </u> copies of the amendments; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment your desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.			
12. ACCOUNTING AND APPROPRIATION DATA (If required)			
13. THIS ITEM ONLY APPLIES TO MODIFICATION OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.			
CHECK ONE	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. ITEM 10A.		
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).		
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:		
	D. OTHER (Specify type of modification and authority)		
E. IMPORTANT: Contractor <input type="checkbox"/> is not, <input type="checkbox"/> is required to sign this document and return _____ copies to the issuing office.			
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.) FUELS REDUCTION, INDEFINITE-DELIVERY, INDEFINITE-QUANTITY, MEDFORD DISTRICT, OREGON is amended as follows: Change all references to the SBA small business size standard to \$17.5 million for NAICS code 115310. This project is for fuels management services which has a higher size standard.			

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print) <i>Juan Bencomo PRESIDENT</i>		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Yuri Y. Dyson	
15B. NAME OF CONTRACTOR <i>Juan Bencomo</i>	15C. DATE SIGNED <i>7-28-08</i>	16B. UNITED STATES OF AMERICA	16C. DATE SIGNED <i>07/16/2008</i>

NSN 7540-01-152-8070
Previous edition unusable

STANDARD FORM 30 (REV. 10-83)
Prescribed by GSA - FAR (48 CFR) 53.243

Line Items

Fuels Reduction, Indefinite-Delivery, Indefinite-Quantity, Medford District, Oregon

DUNS 80-368-4646

Line Item Number	Description	Delivery Date	Quantity	Unit of Issue	Unit Price	Total Cost (Includes Discounts)
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0.00

No Changed Line Item Fields

Period of Performance: -

Extended Description

PPA = Piles per Acre

Delivery date and quantities are estimated.

See Section E for instructions on how to submit quote.

Address Detail

Shipping Addresses

Address	Referenced Lines
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Please see the main form.

Invoice Addresses

Address	Referenced Lines
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Please see the main form.

SECTION A - CONTINUATION OF STANDARD FORM 1449

MANUAL FUELS TREATMENTS, WITHIN THE SOUTHWESTERN OREGON AREA

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

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

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

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

THIS PROCUREMENT IS SET ASIDE FOR SMALL BUSINESS CONCERNS.

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

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

EVALUATION FOR AWARD

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

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

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

TASK ORDERS

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

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

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

MAXIMUM TASK ORDER LIMITATION

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

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

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

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

CONTRACTOR SHALL PROVIDE A QUALIFICATIONS AND PAST PERFORMANCE STATEMENT IN ACCORDANCE WITH THE FORMAT AND CONTENT AS OUTLINED IN SECTION E.

SECTION B - CONTINUATION OF STANDARD FORM 1449

ADDENDA TO STANDARD FORM 1449 (Block 18b)

Submit invoices to the COR's attention at:

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

SECTION C - CONTRACT CLAUSES

52.212-4 CONTRACT TERMS AND CONDITIONS-- COMMERCIAL ITEMS

(FEB 2007)

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

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

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

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

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

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

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

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

(g) Invoice.

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

- (i) Name and address of the Contractor;
- (ii) Invoice date and number;
- (iii) Contract number, contract line item number and, if applicable, the order number;
- (iv) Description, quantity, unit of measure, unit price and extended price of the items delivered;
- (v) Shipping number and date of shipment, including the bill of lading number and weight of shipment if shipped on Government bill of lading;
- (vi) Terms of any discount for prompt payment offered;
- (vii) Name and address of official to whom payment is to be sent;
- (viii) Name, title, and phone number of person to notify in event of defective invoice; and

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

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

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

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

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

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

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

(i) *Payment*.—

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

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

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

(4) *Discount*. In connection with any discount offered for early payment, time shall be computed from the date of the invoice. For the purpose of computing the

discount earned, payment shall be considered to have been made on the date which appears on the payment check or the specified payment date if an electronic funds transfer payment is made.

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

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

(1) Delivery of the supplies to a carrier, if transportation is f.o.b. origin; or

(2) Delivery of the supplies to the Government at the destination specified in the contract, if transportation is f.o.b. destination.

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

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

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

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

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

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

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

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

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

- (1) The schedule of supplies/services.
- (2) The Assignments, Disputes, Payments, Invoice, Other Compliances, and Compliance with Laws Unique to Government Contracts paragraphs of this clause.
- (3) The clause at [52.212-5](#).
- (4) Addenda to this solicitation or contract, including any license agreements for computer software.
- (5) Solicitation provisions if this is a solicitation.
- (6) Other paragraphs of this clause.
- (7) The [Standard Form 1449](#).
- (8) Other documents, exhibits, and attachments.
- (9) The specification.

(t) Central Contractor Registration (CCR).

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

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

(ii) If the Contractor fails to comply with the requirements of paragraph (t)(2)(i) of this clause, or fails to perform the agreement at paragraph (t)(2)(i)(C) of this clause, and, in the absence of a properly executed novation

or change-of-name agreement, the CCR information that shows the Contractor to be other than the Contractor indicated in the contract will be considered to be incorrect information within the meaning of the "Suspension of Payment" paragraph of the electronic funds transfer (EFT) clause of this contract.

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

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

52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO (JUN
2008)
IMPLEMENT STATUTES OR EXECUTIVE ORDERS--
COMMERCIAL ITEMS

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

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

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

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

[Contracting Officer check as appropriate.]

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

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

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

(4) [Reserved]

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

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

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

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

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

- (iii) Alternate II (Mar 2004) of [52.219-7](#).
- X (7) [52.219-8](#), Utilization of Small Business Concerns (May 2004) ([15 U.S.C. 637\(d\)\(2\)](#) and (3)).
- (8)(i) [52.219-9](#), Small Business Subcontracting Plan (Apr 2008) ([15 U.S.C. 637\(d\)\(4\)](#)).
- (ii) Alternate I (Oct 2001) of [52.219-9](#).
- (iii) Alternate II (Oct 2001) of [52.219-9](#).
- X (9) [52.219-14](#), Limitations on Subcontracting (Dec 1996) ([15 U.S.C. 637\(a\)\(14\)](#)).
- (10) [52.219-16](#), Liquidated Damages—Subcontracting Plan (Jan 1999) ([15 U.S.C. 637\(d\)\(4\)\(F\)\(i\)](#)).
- (11)(i) [52.219-23](#), Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns (SEPT 2005) ([10 U.S.C. 2323](#)) (if the offeror elects to waive the adjustment, it shall so indicate in its offer).
- (ii) Alternate I (June 2003) of [52.219-23](#).
- (12) [52.219-25](#), Small Disadvantaged Business Participation Program—Disadvantaged Status and Reporting (Apr 2008) (Pub. L. 103-355, section 7102, and [10 U.S.C. 2323](#)).
- (13) [52.219-26](#), Small Disadvantaged Business Participation Program—Incentive Subcontracting (Oct 2000) (Pub. L. 103-355, section 7102, and [10 U.S.C. 2323](#)).
- (14) [52.219-27](#), Notice of Total Service-Disabled Veteran-Owned Small Business Set-Aside (May 2004) ([15 U.S.C. 657 f](#)).
- X (15) [52.219-28](#), Post Award Small Business Program Rerepresentation (June 2007) ([15 U.S.C. 632\(a\)\(2\)](#)).
- X (16) [52.222-3](#), Convict Labor (June 2003) (E.O. 11755).
- (17) [52.222-19](#), Child Labor—Cooperation with Authorities and Remedies (Feb 2008) (E.O. 13126).
- X (18) [52.222-21](#), Prohibition of Segregated Facilities (Feb 1999).
- X (19) [52.222-26](#), Equal Opportunity (Mar 2007) (E.O. 11246).
- X (20) [52.222-35](#), Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (Sept 2006) ([38 U.S.C. 4212](#)).
- X (21) [52.222-36](#), Affirmative Action for Workers with Disabilities (Jun 1998) ([29 U.S.C. 793](#)).
- X (22) [52.222-37](#), Employment Reports on Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (Sept 2006) ([38 U.S.C. 4212](#)).
- X (23) [52.222-39](#), Notification of Employee Rights Concerning Payment of Union Dues or Fees (Dec 2004) (E.O. 13201).
- X (24)(i) [52.222-50](#), Combating Trafficking in Persons (Aug 2007) (Applies to all contracts).
- (ii) Alternate I (Aug 2007) of [52.222-50](#).
- X (25)(i) [52.223-9](#), Estimate of Percentage of Recovered Material Content for EPA-Designated Items (May 2008) ([42 U.S.C. 6962\(c\)\(3\)\(A\)\(ii\)](#)).
- (ii) Alternate I (May 2008) of [52.223-9](#) ([42 U.S.C. 6962\(i\)\(2\)\(C\)](#)).
- (26) [52.223-15](#), Energy Efficiency in Energy-Consuming Products (DEC 2007) ([42 U.S.C. 8259b](#)).
- (27)(i) [52.223-16](#), IEEE 1680 Standard for the Environmental Assessment of Personal Computer Products (DEC 2007) (E.O. 13423).

- ___ (ii) Alternate I (DEC 2007) of [52.223-16](#).
- ___ (28) [52.225-1](#), Buy American Act—Supplies (June 2003) ([41 U.S.C. 10a-10d](#)).
- ___ (29)(i) [52.225-3](#), Buy American Act—Free Trade Agreements—Israeli Trade Act (Aug 2007) ([41 U.S.C. 10a-10d](#), [19 U.S.C. 3301](#) note, [19 U.S.C. 2112](#) note, Pub. L 108-77, 108-78, 108-286, 109-53 and 109-169).
- ___ (ii) Alternate I (Jan 2004) of [52.225-3](#).
- ___ (iii) Alternate II (Jan 2004) of [52.225-3](#).
- ___ (30) [52.225-5](#), Trade Agreements (NOV 2007) ([19 U.S.C. 2501](#), et seq., [19 U.S.C. 3301](#) note).
- (31) [52.225-13](#), Restrictions on Certain Foreign Purchases (June 2008) (E.O.'s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).
- ___ (32) [52.226-4](#), Notice of Disaster or Emergency Area Set-Aside (Nov 2007) ([42 U.S.C. 5150](#)).
- ___ (33) [52.226-5](#), Restrictions on Subcontracting Outside Disaster or Emergency Area (Nov 2007) ([42 U.S.C. 5150](#)).
- (34) [52.232-29](#), Terms for Financing of Purchases of Commercial Items (Feb 2002) ([41 U.S.C. 255\(f\)](#), [10 U.S.C. 2307\(f\)](#)).
- ___ (35) [52.232-30](#), Installment Payments for Commercial Items (Oct 1995) ([41 U.S.C. 255\(f\)](#), [10 U.S.C. 2307\(f\)](#)).
- (36) [52.232-33](#), Payment by Electronic Funds Transfer—Central Contractor Registration (Oct 2003) ([31 U.S.C. 3332](#)).
- ___ (37) [52.232-34](#), Payment by Electronic Funds Transfer—Other than Central Contractor Registration (May 1999) ([31 U.S.C. 3332](#)).
- ___ (38) [52.232-36](#), Payment by Third Party (May 1999) ([31 U.S.C. 3332](#)).
- ___ (39) [52.239-1](#), Privacy or Security Safeguards (Aug 1996) ([5 U.S.C. 552a](#)).
- ___ (40)(i) [52.247-64](#), Preference for Privately Owned U.S.-Flag Commercial Vessels (Feb 2006) ([46 U.S.C. Appx. 1241\(b\)](#) and [10 U.S.C. 2631](#)).
- ___ (ii) Alternate I (Apr 2003) of [52.247-64](#).

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

[Contracting Officer check as appropriate.]

- (1) [52.222-41](#), Service Contract Act of 1965 (Nov 2007) ([41 U.S.C. 351](#), et seq.).
- (2) [52.222-42](#), Statement of Equivalent Rates for Federal Hires (May 1989) ([29 U.S.C. 206](#) and [41 U.S.C. 351](#), et seq.).
- ___ (3) [52.222-43](#), Fair Labor Standards Act and Service Contract Act—Price Adjustment (Multiple Year and Option Contracts) (Nov 2006) ([29 U.S.C. 206](#) and [41 U.S.C. 351](#), et seq.).
- (4) [52.222-44](#), Fair Labor Standards Act and Service Contract Act—Price Adjustment (Feb 2002) ([29 U.S.C. 206](#) and [41 U.S.C. 351](#), et seq.).
- ___ (5) [52.222-51](#), Exemption from Application of the Service Contract Act to Contracts for Maintenance, Calibration, or Repair of Certain Equipment—Requirements (Nov 2007) ([41 U.S.C. 351](#), et seq.).

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

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

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

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

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

(3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This does not require the Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.

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

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

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

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

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

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

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

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

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

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

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

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

52.216-18 ORDERING

(OCT 1995)

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

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

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

52.216-19 ORDER LIMITATIONS

(OCT 1995)

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

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

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

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

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

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

(d) Notwithstanding paragraphs (b) and (c) of this section, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within seven (7) days after issuance, with written

notice stating the Contractor's intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

52.216-22 INDEFINITE QUANTITY (OCT 1995)

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

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

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

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

52.252-02 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

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

Federal Acquisition Regulation clauses and provisions:

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

CLAUSES INCORPORATED BY REFERENCE

<u>Clause</u>	<u>Title</u>	<u>Date</u>
52.203-3	Gratuities	APR 1984

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

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

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

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

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

SECTION D - CONTRACT DOCUMENTS, EXHIBITS OR ATTACHMENTS

- | | |
|---------------|--|
| Attachment 1 | Statement of Work |
| Attachment 2 | Classification and Wages of Government Employees (For Comparison Only) |
| Attachment 3 | Wage Determination |
| Attachment 4 | Fire Requirements |
| Attachment 5 | Illustration – Notification of Completed Units |
| Attachment 6 | Illustration 1 – Road Prism & Slash-Free Corridor (Attached separately) |
| Attachment 7 | Medford District Vicinity Map (Attached separately) |
| Attachment 8 | Sample Task Order (Awarded task orders will be system generated with similar content, but different format.) (Attached separately) |
| Attachment 9 | Silviculture Summary Prescriptions for Sample Task Order |
| Attachment 10 | Sample Task Order Maps (Attached separately) |

ATTACHMENT 1

Specifications Fuel Hazard Reduction, Indefinite-Delivery, Indefinite-Quantity

1.0 GENERAL

1.1 Introduction -This project provides an integrated approach to stand management by furnishing the means to accomplish multiple treatments on a wide variety of units. The Indefinite Quantities feature of the contract provides the ability to order specific treatments on additional units at a predetermined price from the Schedule of Items. Additional acres may be added up to the maximums as specified in the contract, with the Contractor being issued task orders to furnish the required services.

1.2 Historical Background

1.2.1 *Subitems No. A, B, C, D* - These units resulted from wildland fire or harvesting by both clear cut and shelterwood methods. The development of these stands has occurred over a period of 5 to 50 years. These units were planted with conifers along with natural seeding. Other silvicultural practices including spot and broadcast burning, scalping/mulching, shading, seedling protection, and maintenance brushing entries have been used to insure survival of the young seedlings. Conifer stocking levels are variable, ranging from less than 350 trees per acre to more than 1,000 trees per acre.

1.2.2 *Subitem No. E* - These stands are variable in stand structure (tree height, tree diameter, species composition, and number of trees per acre) due to numerous natural disturbances and topography. Acceptable crop tree spacing will be variable and based on tree species, size, and quality. As a result, types of work situations encountered will differ. Conifer regeneration and hardwoods will be thinned. Conifer seedlings and saplings should be released by cutting most small diameter hardwoods and shrubs away from them.

1.3 Scope

1.3.1 The Grants Pass Resource Area and surrounding areas are in need of maintenance brushing, pre-commercial tree thinning and stand improvement activities to reduce the tree density and fuel loading and, by the deliberate selection of leave trees, improve the overall health and condition of the stand based on the prescribed objectives. Tree selection and cutting of undesirable or excess trees will provide space for the leave trees to grow and develop and reduce the incidence of insect and diseases that affect growth. Pruning, lopping, and hand piling will reduce the resultant fuel loading and provide protection in the event of a wildfire occurrence.

- 1.3.2 The contract requires cutting, pruning, pullback, scattering and hand piling of vegetation in compliance with its terms, specifications and provisions. Acceptable crop tree spacing will be variable and based on tree species, size, and quality.
- 1.3.3 The work also includes the establishment of reserve areas for selected treatment units. (See Section 2.0 for the definition of reserve areas and Section 13.1 for the specifications relating to reserve areas). Treatment units requiring the establishment of reserve areas shall be identified on each task order.
- 1.3.4 The Contractor shall utilize the Silvicultural Summary Prescription, provided with each task order for individual cutting units, summarizing characteristics of desirable leave trees and requirements for selecting the leave trees. The prescription is based on the overall composition and condition of the stand and is intended to be a guideline for achieving the desired final condition. The Contractor shall use his/her silvicultural knowledge to identify leave tree species and desired species composition and adjust to any conditions within the stand and notify the Contracting Officer's Representative (COR) or Project Inspector (PI) of any conditions not addressed in the prescription.
- 1.4 Applicable Directives for Project - The proposed project work shall be done in accordance with the Medford District Record of Decision and Resource Management Plan (RMP), June 1995. This Resource Management Plan incorporates the earlier Record of Decision (ROD) for Amendments to Forest Service and Bureau of Land Management Planning Documents within the Range of the Northern Spotted Owl and the Standards and Guidelines for Late-Successional and Old-Growth Forest Related Species within the Range of the Northern Spotted Owl. The specifications are written in compliance with these directives.
- 1.5 Some of the units may contain wire wickets from previous tubing and shading treatments. The presence of these wickets may result in above normal dulling of the chains on the saws and a slower work rate to satisfactorily complete the units.
- 1.6 Location of Project Areas - The work will be performed primarily in southern Oregon within a radius of three hours travel time from the city limits of Medford. The specific location of sample projects are shown on the maps located in Attachment 8.
- 1.7 Boundaries of Project Units - Unit boundaries are marked with ribbon, delineated by timber types, ridges, or drainages, or bounded by roads.
- 1.8 Access to Project Units

1.8.1 Access to individual units will be over BLM logging roads with a variety of surfaces, i.e., gravel, paved, or natural. Access to units located on natural surface roads may be limited during periods of wet weather to prevent damage to the roadbed.

- 1.8.2 Some units may be behind locked gates. Access to areas behind locked gates will not be permitted before contract award. Access to areas behind locked gates shall be for the purpose of conducting work under this contract only. Locked gates shall remain locked at all times other than when the Contractor is passing through them. Units behind immovable barricades may require a walk-in of up to one-half mile to perform project work.
- 1.8.3 A key for access to locked gates will be supplied to the Contractor after the contract is awarded. The key shall be returned to the COR in a usable condition before final payment is made. The Contractor shall be charged \$30.00 for each key lost or returned in an unusable condition.
- 1.8.4 When two or more locks are present on a gate, the Contractor shall secure the lock so that access is not restricted nor prevents the unlocking of other locks on the gate. If this procedure is not followed by the Contractor's crews and residents located behind BLM gates are locked out, the Contractor will be charged for Government administrative costs required to correct the misplaced locks on the gate.

1.9 Unique Features of Project Areas

- 1.9.1 Seasonal restrictions, if any, will be listed on each task order for each project unit.
- 1.9.2 No-cut treatment zones may be present within the project sites, but are included in the acreage for payment.
- 1.9.3 Tree 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.
- 1.10 Sequence of Work - The sequence of work will be determined by the COR at the pre-work conference and may be subject to change. Certain project units may be designated as higher priority units which shall require an earlier completion than other contract units on a specific task order.

2.0 DEFINITIONS

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

- a. Minimum four-inch terminal leader with at least the top 30 percent of the tree containing live limbs.
- b. Non-chlorotic, light or dark green with very little or no yellowish tint.
- c. Undamaged top.

- d. Free of visible disease such as dwarf mistletoe, cankers, fire damage, or blister rust.
- e. Demonstrates good form and vigor.
- f. Greater than three (3) feet in height.

Accessible - Road access to a unit. Unit will be considered accessible when Government-provided road access is within ½ mile of the unit. Passable with a 2-wheel drive vehicle although a 4-wheel drive may sometimes be required.

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

Brush - Vegetation consisting of shrub species with single or multi-stems originating at or near ground level not normally reaching 20 feet in height. Examples include but are not limited to, vine maple, salmonberry, hazel, huckleberry, thimbleberry, manzanita, ocean spray, ceanothus species, poison oak and rhododendron.

Cambium - The tissue between the main bark and wood.

Clump - A multiple (2+) stem tree or shrub originating from the same root system at or above ground level.

Conifer - An evergreen, cone-bearing tree, such as Douglas-fir, Port Orford cedar, western redcedar, incense cedar, western hemlock, ponderosa pine, sugar pine, and white fir.

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.

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

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

DBH - Diameter of the tree at breast height, measured at a point 42 inches above the ground level from the uphill side of the tree.

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

Girdling - Three parallel cuts completely around the tree, not to exceed 8 inches between the top and bottom cut. Cuts shall penetrate at least 2-inch into the cambium of the tree. Trees shall be girdled below a 2-foot height, measured on the uphill side. Trees shall be girdled below the lowest live limb on the tree.

Hardwood - A broad-leaved tree which usually has a single well-defined trunk and is capable of attaining a height greater than 20 feet. Hardwoods include, but are not limited to species such as alder, chinkapin, bigleaf maple, madrone, and oak species. Sprouting hardwood species may be in the form of multi-stemmed clumps originating from the base of a single defined stump.

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

Ladder Fuels - Fuels that provide vertical continuity between the ground and the tree crowns.

Leave Trees (Trees not to be cut) - Well-formed, vigorously-growing conifers and hardwoods selected for larger growing space.

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

Live Crown Ratio - Percentage of length of stem with living branches (length of living crown divided by the total tree height).

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

Lop - Trim by cutting off branches, twigs, or stems. All lopped material shall be cut into lengths of not more than eight feet.

Mini-Clear Cuts – Most conifers and hardwoods and all brush shall be cut. The clear-cut area will be an area approximately 1/4 acre in size. An estimated 5 percent of the unit acreage for all clear-cut area units (see sample task order and Silvicultural Summary Prescription) will be designated for clear-cut areas. The purpose of the clear-cut areas is to rebuild variations in structure in the treatment units.

No Treatment Buffer Widths Within Designated Riparian Reserves:

- a. Perennial flowing stream - 50 feet horizontal distance from the edge of the stream channel.
- b. Seasonally flowing or intermittent streams - 25 feet horizontal distance from the edge of the stream channel.

Noxious Weed – Any plant designated by the Oregon State Weed Board that is injurious to public health, agriculture, recreation, wildlife, or any public or private property. (2003 Noxious Weed Policy and Classification System – Oregon Dept. of Agriculture Noxious Weed Control Program)

Reserve Area - No cutting will be required in these areas. The reserve area will be an area approximately 1/4 acre in size. An estimated 5 percent of the unit acreage for all reserve area units (see sample task order) will be designated for reserve areas. The purpose of the reserve areas is to rebuild variations in structure in the treatment units by establishing a mosaic of forest conditions. These reserve areas are included in the calculated acreage for payment.

Reserve Tree (trees not to be cut - regardless of spacing)

- 1) Conifers 8-inch DBH and larger.
- 2) Hardwoods 8-inch DBH and larger.
- 4) Bigleaf maple, dogwood, and elderberry.

Slash - Any material which has been cut by the Contractor left on the ground from logging or previous treatments.

Surplus Vegetation

Subitems A, B, C, D

- a. Conifers up to 8 inches DBH not selected as leave trees.
- b. Hardwoods up to 8 inches DBH not selected as leave trees.
- c. Knobcone Pine
- d. All brush species unless otherwise reserved from cutting in the silvicultural prescription.

Subitem E

- a. Conifers up to 8 inches DBH not selected as leave trees.
- b. Hardwoods up to 8 inches DBH not selected as leave trees.
- c. Brush species not selected as leave clumps.

3.0 CONTRACTOR-FURNISHED PROPERTY AND SERVICES

- 3.1 The Contractor shall provide all labor, equipment, supervision, transportation, operating supplies, and incidentals necessary to perform brush cutting, hardwood cutting, pruning, black plastic to cover slash piles and precommercial thinning services in accordance with the specifications, terms and conditions contained herein.

3.2 Crew Requirements

- 3.2.1 The Contractor shall maintain an adequate work force at all times to ensure timely completion of the work.
- 3.2.2 At the prework conference, the Contractor shall designate one English-speaking supervisor for each crew. Any changes in supervisory designations must be submitted in writing to the COR at least 24 hours prior to the change taking effect.
- 3.2.3 The person designated by the Contractor as supervisor must actually perform in that capacity. The supervisor must, therefore, effectively direct the crew by:
- a. Making periodic inspections of the crews' work;
 - b. Advising them of any discrepancies found in the work that deviates from the specifications and by providing instructions for correcting any improper work.
 - c. Any group of people without such an individual will not be considered a crew.
- 3.2.4 The designated supervisor shall be present at the work site each work day. If the supervisor is not present, the crew will not be permitted to work.
- 3.2.5 The supervisor shall know the requirements of the contract including technical requirements and unit locations. The Project Inspector (PI) will not act as a supervisor to the crew.
- 3.3 Work Camps - Camping on BLM administered lands will only be allowed in approved sites and with the prior written authorization of the BLM's Resource Area Manager. Should such a work camp be authorized, the Contractor shall maintain the camp in an orderly and sanitary manner. All fire regulations and permits shall be followed. All garbage and refuse shall be removed from the camp site(s) by the Contractor and disposed of off site before final payment is made on the task order.
- 3.4 Project Area Clean up - All project areas shall be cleared of debris, refuse, garbage, etc. that may have been left by the Contractor. All such debris, garbage and refuse shall be removed from the project areas by the Contractor and disposed of legally off site before final payment is made on the task order.
- 3.5 Permit - State law requires a permit to operate power driven machinery. Permits must be obtained from the State Forestry Office in Salem or at local offices prior to the operation of power driven machinery. This requirement applies to chainsaws and other motor driven tools.

3.6 Security of Equipment and Property - The Contractor may leave equipment at the work site. The Contractor shall be responsible for equipment if it should be lost, stolen or damaged.

4.0 GOVERNMENT-FURNISHED PROPERTY AND SERVICES

The Government will provide the following:

- a. Transportation map.
- b. A key for access to units behind locked gates.
- c. Red flagging to delineate 1/4-acre reserve areas.

5.0 SPECIFIC TASKS

5.1 Quality Assurance Plan

5.1.1 Records and Notification - The Contractor shall maintain adequate records to allow the Government to monitor contract progress and for the Contractor to be accountable for work quality. Contractor record shall include: (1) project unit names (2) unit acres (3) work dates (4) supervisor/inspector name and (5) work quality percentage. Written notice of complete units shall be submitted to the COR within three days after completion of treatments on project units (See Section 6.2 and Attachment 5, Notification of Completed Units).

5.1.2 Inspection

- a. Inspection and Analysis - The Contractor shall provide and maintain an inspection system acceptable to the Government. The inspection results and summary shall be used by the Contractor to gauge compliance with contract specifications. Complete records of all inspection work performed by the Contractor shall be maintained and provided to the COR with the required notice of unit completion.
- b. Payment - 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.

5.2 Subitem A - Maintenance Brushing with Hardwood Spacing

5.2.1 All brush shall be cut.

5.2.2 Select hardwood leave trees on a 30 foot x 30 foot spacing. The Silvicultural Summary Prescription may prescribe closer spacing of the hardwoods for

selected cutting units but will not exceed the maximum spacing of 30 feet. Selected sprouting hardwood clumps shall be cut back to a single, vigorous stem. The Contractor may vary the prescribed spacing by as much as 25 percent to find a suitable leave tree, provided the overall required spacing is maintained.

5.2.3 Cut all surplus vegetation.

5.3 Subitem B - Maintenance Brushing with Hardwood Spacing in Burned Areas

5.3.1 Units in this item have been partially burned during wildfire events. Vegetation consists of resprouting brush and hardwood species and standing dead “skeletons” that were not consumed by the wildfire event. The contractor will be required to cut the “skeletons” and the resprouting vegetation to the required cutting stump height. (See 5.10.2)

5.3.2 Perform the following treatment:

- a. All brush skeletons and hardwood skeletons shall be cut.
- b. Select hardwood leave trees on a 30 foot x 30 foot spacing. The Silvicultural Summary Prescription may prescribe closer spacing of the hardwoods for selected cutting units but will not exceed the maximum spacing of 30 feet. Selected sprouting hardwood clumps shall be cut back to a single, vigorous stem. The Contractor may vary the prescribed spacing by as much as 25 percent to find a suitable leave tree, provided the overall required spacing is maintained.
- c. Cut all surplus vegetation.

5.4 Subitem C - Precommercial Thinning - Plantations

5.4.1 Select conifer leave trees on a 16 foot x 16 foot spacing and hardwood leave trees or shrubs on a 30 foot x 30 foot spacing. The Silvicultural Summary Prescription may prescribe closer spacing of the conifers or hardwoods for selected cutting units but will not exceed the maximum spacing of 16 or 30 feet. Selected sprouting hardwood clumps shall be cut back to a single, vigorous stem. The Contractor may vary the prescribed spacing by as much as 25 percent to find a suitable leave tree, provided the overall required spacing is maintained.

5.4.2 When the distance between leave trees exceeds the above spacing criteria, leave shrubs or leave shrub clumps shall be selected. Spacing shall be 30 feet as measured from the stem or clump center.

5.4.3 Cut all surplus vegetation.

5.5 Subitem D - Precommercial Thinning and Establish 'Mini Clear-cuts'

- 5.5.1 Select conifer leave trees on a 18 foot x 18 foot spacing and hardwood leave trees or shrubs on a 40 foot x 40 foot spacing. The Silvicultural Summary Prescription may prescribe closer spacing of the conifers or hardwoods for selected cutting units but will not exceed the maximum spacing of 18 or 40 feet. Selected sprouting hardwood clumps shall be cut back to a single, vigorous stem. The Contractor may vary the prescribed spacing by as much as 25 percent to find a suitable leave tree, provided the overall required spacing is maintained.
- 5.5.2 When the distance between hardwood leave trees exceeds the above spacing criteria, leave shrubs or leave shrub clumps shall be selected. Spacing shall be 40 feet as measured from the stem or clump center.
- 5.5.3 Cut all surplus vegetation.
- 5.5.4 See 5.14 for specifications regarding establishment of 'Mini-Clear-cuts'.

5.6 Subitem E - Precommercial Thinning with Hardwood Spacing or Shrub Spacing

- 5.6.1 Select conifer leave trees on a 25 foot x 25 foot spacing and hardwood leave trees or shrubs on a 40 foot x 40 foot spacing. The Silvicultural Summary Prescription may prescribe closer spacing of the conifers or hardwoods for selected cutting units but will not exceed the maximum spacing of 25 or 40 feet. Selected sprouting hardwood clumps shall be cut back to a single, vigorous stem. The Contractor may vary the prescribed spacing by as much as 25 percent to find a suitable leave tree, provided the overall required spacing is maintained.
- 5.6.2 When the distance between leave trees exceeds the above spacing criteria, leave shrubs or leave shrub clumps shall be selected. Spacing shall be 40 feet as measured from the stem or clump center.
- 5.6.3 Cut all surplus vegetation.

5.7 Selection of Leave Trees (All Subitems)

- 5.7.1 The largest, healthiest, best-formed trees shall be selected as leave trees. Characteristics used in the selection of leave trees include the following:
- a. Has no apparent damage to the main bole;
 - b. Is not chlorotic;
 - c. Demonstrates good vigor and is disease free;
 - d. Has at least 40 percent crown ratio.

- 5.7.2 In areas containing a variety of conifer species, leave trees shall be selected using the following species preference unless otherwise directed by the Silvicultural Summary Prescription:
- a. Sugar pine or ponderosa pine
 - b. Western red cedar, Port Orford cedar or incense cedar
 - c. Douglas-fir
 - d. True fir
- 5.7.3 In areas containing a variety of hardwood species, leave trees shall be selected using the following species preference unless otherwise directed by the Silvicultural Summary Prescription:
- a. California black oak
 - b. Oregon white oak
 - b. Pacific madrone
 - c. Golden chinkapin
 - d. Canyon live oak
- 5.7.4 In areas containing a variety of shrub species, leave shrubs shall be selected using the following species preference unless otherwise directed by the Silvicultural Summary Prescription:
- a. Ocean Spray
 - b. Snow Berry
 - c. Manzanita
 - d. Deer Brush
- 5.8 Subitem F - Pruning
- 5.8.1 The amount of pruning expected are 80 to 120 trees per acre (20' x 20' spacing) with an average nine foot pruning height.
- 5.8.2 The task order and attached Silvicultural Summary Prescription will specify spacing and species to be treated and species to be reserved from treatment.
- 5.8.3 Conifers to prune shall be selected in the following priority:
- a. The largest, healthiest, best-formed, and least-damaged conifers.
 - b. Crooked trees, trees with multiple stems, or trees with multiple tops shall not be selected for pruning.
 - c. Contractor may vary the spacing + or - 25 percent in order to select the best available acceptable trees to treat.

5.8.4 Pruning Height

- a. 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.
- b. Selected trees shall have all branches, whiskers, lateral sprouts, and stubs pruned to a height equal to no more than 1/2 of the total tree height.
- c. Regardless of total tree height, however, no tree shall be pruned to the extent that it has less than three branch whorls remaining after pruning.
- d. 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.

5.8.5 Pruning Method

- a. Remove all live and dead limbs, whiskers, lateral sprouts, and stubs to the required height by completely severing from the tree as close to the bole as possible (within 1/4 inch) without damaging the branch collar or the bole. Severed branch stubs shall be smooth.
- b. Only the use of hand tools such as pole pruners, hand saws, pruning knives, and/or loppers is permitted to remove limbs. The use of chain saws, clubs, or any other tool that results in shattered or jagged branch stubs is prohibited.
- c. Treatment of Pruned Limbs - Limbs pruned from selected conifers shall be dispersed outward, at least one foot away from the bases of pruned trees and distributed so as to attain a slash height of less than two feet. All limbs pruned in hand pile units shall be placed on hand piles

5.9 Subitem G - Fuels Pullback

- 5.9.1 The amount of fuel pullback expected is based 20 to 40 trees or snags per acre.
- 5.9.2 The number of trees per acre for fuels pullback will be identified in the task order's Silvicultural Summary Prescription.
- 5.9.3 The Silvicultural Summary Prescription will include written instructions which (1) number of trees per acre to be treated. (2) identification of trees and snags to be treated; and (3) any reductions in amounts or type of fuels for pullback, width of pullback, reduction in clearing height; and any no-

treatment areas. Fuels for pullback shall include both natural and activity generated fuels.

- 5.9.4 All fuels pullback shall be performed in accordance with the following specifications.
- a. Trees/snags to be treated - Perform fuels pullback on leave trees and snags as designated by the task order.
 - b. Clearing - Each tree/snag designated for pullback shall be cleared around the tree/snag to the following: All surface fuels from the bole of the tree out to the dripline plus one-foot wide area; aerial fuels from a two-foot wide area, eight feet in height. Material greater than a three-inch diameter within the clearing zone shall be rolled at least four feet from the bole. Duff and litter shall be removed such that the depth is six inches or less. Care shall be taken to maintain the lower duff layer as damage to sub-surface roots could occur. Clearing shall include removing ladder fuels nine feet up the bole of the tree/snag. This may require some pruning or cutting.
 - c. Removed fuels - Scatter all removed fuels and avoid concentrating the fuel. On sloping ground, fuel shall be scattered uphill or sidehill from the tree/snag. No removed fuel shall be below the tree/snag on a slope. On flat ground, any direction is acceptable.

5.10 Treatment of Surplus Vegetation

- 5.10.1 Surplus vegetation shall be felled in a manner to minimize damage to selected leave trees or shrubs.
- 5.10.2 All surplus vegetation shall be completely severed from the stump(s) unless otherwise specified herein. No live limbs shall be left on the stumps of cut vegetation. Stump height shall not exceed six inches measured on the uphill side.

5.11 Treatment of Slash

- 5.11.1 Slash shall not be piled on or against leave trees. Slash lodged in leave trees shall be dislodged and removed.
- 5.11.2 Slash shall be lopped to no more than eight feet in length and scattered such that it is within two feet of the ground at all points of contact. This shall be accomplished concurrently with cutting operations.
- 5.11.3 Slash falling outside the project area shall be moved completely into the project area.

- 5.11.4 All slash cut during this operation shall require a 15-foot pullback from the edge of all access roads within and adjacent to the boundaries of the units involved in this contract for fire hazard reduction. Pullback shall be completed concurrently with cutting operations. See Attachment 6, Illustration No. 1, Road Prism & Slash-Free Corridor.
- 5.11.5 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.
- 5.12 Subitems H, I, J, K, L, & M - Hand Pile and Cover Slash
- 5.12.1 The subitems are based on the number of hand piles per acre expected.
- Subitem H - 21 to 40 piles per acre
- Subitem I - 41 to 60 piles per acre
- Subitem J - 61 to 80 piles per acre
- Subitem K - 81 to 100 piles per acre
- Subitem L - 101 to 120 piles per acre
- Subitem M - 121 to 140 piles per acre
- 5.12.2 All slash less than six inches in diameter and greater than two feet in length shall be piled. Slash less than two feet in length shall be left on the ground. Slash left on the ground shall not exceed one foot in depth.
- 5.12.3 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.
- 5.12.4 Pile size shall be a maximum of eight feet in diameter by eight feet in height, and minimum pile size shall be six feet in diameter by five feet in height at the time of inspection by the Government. The Government may designate in the task order a smaller maximum, minimum, or both pile sizes when it determines this is required to meet resource or prescribed fire objectives. This will be done prior to the start of any piling.

- 5.12.5 All piles shall be covered with a minimum of six-foot by six-foot piece of four-mil 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.
- 5.12.6 Piles shall not be closer than ten feet to leave or reserved vegetation or 25 feet to a unit boundary, unless approved by the COR. Slash shall not be piled or placed on logs, stumps, in roadways or drainage ditches, or within channel bottoms or streams. Slash shall not be piled or placed in buffer zones. Information on locations, widths, and any other information concerning field identification of buffer zones will be provided by the Government.
- 5.13 Treatment of Reserve Areas
- 5.13.1 One quarter acre reserve areas of uncut conifers, hardwoods, and brush shall be left. A 110-foot by 110-foot square shall be left untreated. Approximate distances between the outer edges of the reserve areas will be 500 feet plus or minus 50 feet. The reserve areas shall not be located closer than 100 feet from any unit boundary. Reserve areas shall not adjoin roads or riparian buffers. Reserve areas shall be flagged in red. See the unit maps and silvicultural prescriptions with each task order for correct number of reserve areas required per unit.
- 5.13.2 The Contractor shall locate and flag the correct number of reserve areas.
- 5.14 Treatment of 'Mini-Clearcuts'
- 5.14.1 One quarter acre areas where most conifers, hardwoods and all brush shall be cut. Leave four well spaced conifers and one hardwood within the quarter acre boundaries. A 110-foot by 110-foot square shall be treated. Approximate distances between the outer edges of the clear-cut areas will be 500 feet plus or minus 50 feet. The clear-cut areas shall not be located closer than 100 feet from any unit boundary. Clear-cut areas shall not adjoin roads or riparian buffers. Clear-cut areas shall be flagged in red. See the unit maps and silvicultural prescriptions with each task order for correct number of clear-cut areas required per unit.
- 5.14.2 The Contractor shall locate and flag the correct number of clear-cut areas.
- 5.15 Special Treatment Requirements
- 5.15.1 Where threatened or endangered plants have been identified by the Government on treatment units, a buffer strip will be marked with yellow and black flagging and no treatments shall be done within the flagged area.

5.15.2 In order to comply with the U.S. Fish and Wildlife Service project design criteria for BLM projects, the following restrictions shall apply if the Government detects Murrelet or Spotted Owl activity or nesting sites within the project area:

- a. Murrelets - For units within the thirty-five-mile Murrelet zone, work activities above ambient noise levels occurring within 0.25 mile of unsurveyed suitable Murrelet habitat or known occupied sites, shall be scheduled to occur no earlier than two hours after sunrise and no later than two hours before sunset between April 1 and September 15.
- b. Spotted Owls - Chainsaw activity within a 0.25-mile radius of a nest site or activity center of known pairs and resident singles shall be prohibited from March 1 through June 30. If the Government determines that a site has become active, a suspend work order will be issued for the area of activity until after June 30.

5.15.3 Port-Orford Cedar

- a. In units where Port-Orford Cedar is present, sequential treatment of the units shall take place so that units which are uninfected and free of the pathogen *Phytophthora lateralis* (*Pl*) will be treated first, and infested units will be treated last. Units will be surveyed by the Government prior to treatment to determine presence or absence of *Pl* and to determine sequence to follow for treatment.
- b. Access as well as egress routes, and parking locations will be determined by the COR for all POC units (unit having Port-Orford Cedar) and *Pl* units (unit having Port-Orford Cedar and *Phytophthora lateralis*.)
- c. Operations in POC units and *Pl* units will be confined to dry season unless otherwise authorized by the COR.
- d. When treatments must occur during the rainy season (before June 15, or after October 15) or during rain events defined as when water forms puddles on the road, and access by vehicular traffic is required, the following guidelines shall be followed to prevent introduction of the pathogen to non-infected areas. Some variation of the dates may be permitted depending on weather and soil moisture conditions, which will be defined by the COR or PI. If the vehicle, by visual examination by the PI, has clods of mud or organic material present, then the vehicle will require washing and removal of the mud or organic material before entering a POC unit. Entry into the area will not be allowed until this measure is followed. Prior to departure from a *Pl* area, the vehicle shall be washed and free of dirt or organic material upon leaving the treatment area.

5.15.4 Noxious weeds

- a. Prior to treatment, units will be surveyed for the presence of noxious weeds. At the task order pre-work conference, the COR will identify priority areas by silviculture unit and watershed, which have the presence of noxious weeds. Priority areas (sub watersheds) will also be identified which are relatively free of noxious weeds.
- b. Noxious weed identification will be briefly covered by the COR at the task order pre-work conference. The COR will also identify which measures shall be utilized to prevent spreading noxious weeds into non-infested areas. These measures will be consistent with the BLM Vegetation Treatments Using Herbicides Final Programmatic EIS (September 2007).
- c. Measures may include limiting access or egress routes on natural surface roads to units during wet weather (when water puddles on the road), development of a sequential treatment plan so non-infested noxious weed units are treated prior to infested units, or utilization of other noxious weed avoidance strategies.
- d. When working in certain areas with high concentrations of noxious weeds and where there is a high likelihood of spreading noxious weed seed to non-infested areas, one measure which may be used will be a requirement that crew vehicles must be taken through a vehicle washing station after leaving an area infested with noxious weeds and prior to entry into a non-infested area. These areas will be identified by the COR at the task order pre-work conference. Certain conditions, such as amount and type of noxious weed infestation, time of noxious weed seed dispersal, time of year, road and soil conditions, and weather will have a major effect on whether vehicle washing shall be required.

6.0 SURVEILLANCE PLAN/INSPECTION

- 6.1 The Government may inspect completed units as a basis for acceptance and payments and provide recommendations to improve work quality while work is in progress. The Contractor is responsible for providing quality control to assure that work complies with the contract specifications.
- 6.2 When project units are completed and ready for inspection the Contractor shall provide within 3 days, by written notice, Notification of Completed Work (See Attachment 5) to the COR. The notification record shall include: (1) project unit names (2) unit acres (3) work dates (4) supervisor/inspector name and (5) work quality percentage and (6) supervisor signature and date. Government inspection of completed units will not occur until such notification is received by the COR.

- 6.3 Government inspections may be made on a series of 1/50 acre (16.7 foot radius) horizontal distance) plots located at predetermined intervals across each work unit.
Sufficient plots will be taken to obtain a sample of the work unit.
- 6.4 Each inspection plot will be evaluated for compliance with all contract specifications as follows:
- 6.4.1 Each inspection plot will be divided into four (4) quadrants based on cardinal directions. Each quadrant will be evaluated for compliance with all contract specifications. Quadrants meeting all contract specifications will receive three (3) points. Quadrants found to have one (1) contract violation will receive two (2) points. Quadrants found to have two contract violations will receive one (1) point. Quadrants found to have three or more contract violations will receive no points. A maximum of twelve (12) points is possible for each plot.
- 6.4.2 Factors evaluated in each quadrant shall include:
- a. Cut leave trees.
 - b. Presence of damaged leave trees.
 - c. Presence of conifers, hardwoods and shrubs not cut in accordance with the contract specifications (e.g. stump height, lodged trees, limb length).
 - d. Proper spacing - the distance from a leave tree located in a quadrant to the nearest leave tree, located either inside or outside of the plot.
 - e. Improperly pruned trees.
 - f. Slash depth or fuels pull back not in accordance with the specifications.
 - g. Presence of unpiled slash.
 - h. Slash piles not constructed in accordance with the specifications.
 - i. Slash piles not covered in accordance with the specifications.
 - j. Improperly located/spaced piles.
- 6.5 Acceptable Quality Level (AQL) Percentage
- 6.5.1 AQL percentages are derived from data developed from inspection plots.

6.5.2 Work quality is determined by dividing the total number of points earned by the total number of points possible (12 x number of plots taken). This figure multiplied by 100 provides the AQL percentage.

Example:

Number of plots inspected =	25
Total points possible (12 x 25) =	300
Total points earned =	270
AQL = (300 / 270) x 100 =	90%

7.0 ACCEPTANCE

7.1 Satisfactory Work - A minimum AQL of 90 percent is required.

7.2 Unsatisfactory Work Quality

7.2.1 Based on inspection results, if the AQL percentage falls below 90 the CO will immediately notify the Contractor in writing and instruct the Contractor to improve the quality of the work. If the quality of the work is not raised to the minimum AQL after written notification, the CO may issue a suspend work order to resolve the problem, during which time contract time will continue to run.

7.2.2 If untreated or unsatisfactorily treated areas are the primary reason for unsatisfactory work, the area shall be reworked to obtain the minimum AQL.

7.3 Reinspection - When units fall below the minimum AQL of 90 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 90 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.

8.0 PAYMENT

8.1 Payment will be made for completed units for the actual number of acres completed, inspected and accepted by the Government, less the adjustment in payment based on the AQL percentage, if any. If the AQL percentage equals or exceeds 95 percent before rework, full payment (100%) will be made for the number of acres inspected and accepted by the Government on the completed units. Payment for units achieving an AQL of 90-94 percent before rework, units achieving an AQL of 90-100 percent after rework (if

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 inspection percentage by the bid price.

8.2 Payment will be made for completed units only.

8.3 Method for Measurement and Payment

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

8.3.2 Roads do not require treatment and have been excluded from the acreage to be measured and paid for under the contract.

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

9.0 DELIVERIES OR PERFORMANCE

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

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

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

10.0 CONTRACT ADMINISTRATION DATA

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

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

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

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

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

10.4 Notice To Proceed

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

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

11.0 SPECIAL CONTRACT REQUIREMENTS

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

11.2 Prosecution Of The Work

11.2.1 The capacity of the Contractor's plant, method of operation, and forces employed shall, at all times during the continuance of the contract, be subject to the approval of the Contracting Officer and shall be such as to assure the completion of the work within the specified period of time. To the extent

stated in the specifications, the Contracting Officer shall have the right to select the sequence in which the individual work will be completed.

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

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

11.3 Environmental Interruption Of Work

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

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

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

11.5 Subcontracts

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

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

11.6 Restoration Of Resources

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

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

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

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

11.9 Migrant Seasonal Agricultural Workers Protection Act Registration

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

- 11.9.2 In compliance with the Migrant and Seasonal Agricultural Worker Protection Act, the Contractor shall provide the following to meet minimum safety and health standards for housing employees when camping on Federal lands:
- a. A shelter to provide protection from the elements. Where heat adequate for weather conditions is not provided, other arrangements should be made to protect the workers from the cold.
 - b. Sanitary facilities for storing food. Ice chests or coolers, with ice supply made from potable water replenished as necessary, to meet the requirement for storage of perishable food items.
 - c. An adequate and convenient potable water supply, approved by the appropriate health authority, in each camp for drinking and cooking purposes. As an alternative, commercial bottled water may be used.
 - d. Toilet and hand washing facilities adequate for the capacity of the camp, at not less than a 1:15 ratio, supplied with adequate toilet paper. Such facilities shall be maintained in a sanitary condition.
 - e. Fly-tight, rodent-tight, impervious, cleanable or single service containers to be used for the storage of garbage. Such containers shall be kept clean and emptied when full.
 - f. Basic first aid supplies under the charge of a person trained to administer first aid.
 - g. A laundry tray or tub for every 30 workers, or transportation, at least weekly, to a commercial laundromat for all workers.

11.10 Oregon Farm/Forest Labor Contractor's License

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

Information on obtaining this license may be obtained from:

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

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

11.11 Improper Disposal Of Government-Furnished Material

11.11.1 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.

11.11.2 The Contractor will be charged for the actual costs of the improperly disposed GFM. The costs will be based on the current market value and any associated costs.

and appropriate action. Conviction of the Contractor for commission of a criminal offense referred to herein will be deemed sufficient cause for default and the initiation of debarment or suspension proceedings to prevent the Contractor from receiving future Government contracts.

11.12 Performance Security

11.12.1 The successful offeror shall furnish to the Contracting Officer performance security on Standard Form (SF) 25 in the penal sum of 20 percent of the minimum guarantee not to exceed \$30,000. The security shall be submitted within ten (10) days after receipt of written notification of award.

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

11.12.3 Each corporate surety bond, executed by an agent or attorney-in-fact for a corporate surety, is required to have submitted with it a power of attorney specifically naming the agent or attorney-in-fact to represent the corporate surety. The power of attorney shall be executed upon a date reasonably proximate to the date of the bond or shall be accompanied by a certification of the surety to the effect that the power of attorney was in full force and effect upon a date reasonably proximate to the date of the bond.

11.12.4 Each individual surety shall be submitted in accordance with Clause 52.228-11, Pledge of Assets.

11.12.5 Certified or cashier's checks, bank drafts, postal money orders, and certain bonds or notes of the United States shall be drawn payable to the Bureau of Land Management (BLM) and reference the applicable contract number. Securities or currency may be deposited by the BLM in the U.S. Treasury. Irrevocable letters of credit (ILC) shall be issued by a federally-insured financial institution in the name of the contracting agency and which identify

the agency and solicitation or contract number for which the ILC is provided (see clause 52.228-14).

- 11.12.6 Performance security shall be maintained through date of final payment, except for the security interest in the individual surety (lien on real property or personal property in escrow) and ILCs, which both shall be maintained for 90 days following final payment or until completion of any warranty period, whichever is later.
- 11.13 Task Order Ombudsman - 1510-52.216-70 - The task order contract ombudsman for this contract is: Stephanie Coleman, Bureau of Land Management, Oregon State Office (952), 333 S.W. First Ave., P.O. Box 2965, Portland, OR 97208; telephone number (503) 808-6216; facsimile number (503) 808-6312; and e-mail address scoleman@blm.gov. In accordance with FAR 16.505(b)(4), the ombudsman shall review complaints from contractors regarding contracts awarded under Solicitation Number HAQ082024, Fuels Reduction. Failure of an agency to follow ombudsman advice may result in termination of the agency's authority to place orders.

Attachment 2

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

CLASSIFICATION AND WAGES OF GOVERNMENT EMPLOYEES

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

<u>Labor Classification</u>		<u>Basic Rate</u>	<u>Fringe</u>
Laborer	WG-3	\$13.58	Life and
Foreman	WL-3	\$14.93	Insurance
Truck Driver	WG-5	\$15.80	by the Gov't
			- Retirement
			- Annual/Sick

Leave

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

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

Attachment 3

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

REGISTER OF WAGE DETERMINATIONS UNDER 3 U.S. DEPARTMENT OF LABOR
THE SERVICE CONTRACT ACT 3 EMPLOYMENT STANDARDS
ADMINISTRATION

By direction of the Secretary of Labor 3 WAGE AND HOUR DIVISION
3 WASHINGTON, D.C. 20210
3

Shirley F. Ebbesen Division of Wage 3 Wage Determination No: 1977-
0079

Director Determinations 3 Revision No: 37
3 Date Of Revision:

05/29/2008

State: Oregon
Area: Oregon Statewide

****Fringe Benefits Required Follow the Occupational Listing****

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

OCCUPATION CODE - TITLE
MINIMUM WAGE RATE

- 08010 - Brush/Precommercial Thinner
13.92
- 08040 - Choker Setter
14.02
- 08070 - Faller/Bucker
24.76
- 08100 - Fire Lookout
13.46
- 08130 - Forestry Equipment Operator
16.26
- 08160 - Forestry/Logging Heavy Equipment Operator
16.26
- 08190 - Forestry Technician
17.94
- 08200 - Forestry Truck Driver
14.24
- 08250 - General Forestry Laborer
11.22
- 08280 - Nursery Specialist
18.65
- 08310 - Slash Piler/Burner
8.95

08340 - Tree Climber
8.95
08370 - Tree Planter
12.61
08400 - Tree Planter, Mechanical
12.61

ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

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

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

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

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

The contractor or subcontractor is required to furnish all employees with an adequate number of uniforms without cost or to reimburse employees for the actual cost of the uniforms. In addition, where uniform cleaning and maintenance is made the responsibility of the employee, all contractors and subcontractors subject to this wage determination shall (in the absence of a bona fide collective bargaining agreement providing for a different amount, or the furnishing of contrary affirmative proof as to the actual cost), reimburse all employees for such cleaning and maintenance at a rate of \$3.35 per week (or \$.67 cents per day). However, in those instances where the uniforms furnished are made of "wash and wear" materials, may be routinely washed and dried with other personal garments, and do not require any special treatment such as dry cleaning, daily washing, or commercial laundering in order to meet the cleanliness or appearance standards set by the terms of the Government

contract, by the contractor, by law, or by the nature of the work, there is no requirement that employees be reimbursed for uniform maintenance costs.

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

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

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

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

Conformance Process:

The contracting officer shall require that any class of service employee which is not listed herein and which is to be employed under the contract (i.e., the work to be performed is not performed by any classification listed in the wage determination), be classified by the contractor so as to provide a reasonable relationship (i.e., appropriate level of skill comparison) between such unlisted classifications and the classifications listed in the wage determination. Such conformed classes of employees shall be paid the monetary wages and furnished the fringe benefits as are determined. Such conforming process shall be initiated by the contractor prior to the performance of contract work by such unlisted class(es) of employees. The conformed classification, wage rate, and/or fringe benefits shall be retroactive to the commencement date of the contract. {See Section 4.6 (C)(vi)} When multiple wage determinations are included in a contract, a separate SF 1444 should be prepared for each wage determination to which a class(es) is to be conformed.

The process for preparing a conformance request is as follows:

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

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

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

Attachment 4 - BLM FIRE PROTECTION REQUIREMENTS

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

1. CLOSED FIRE SEASON

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

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

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

2. FIRE PRECAUTION LEVELS

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

Level 1 is the lowest level of fire danger usually occurring early in the season and perhaps again after significant rainfall during the season. All requirements listed above

apply. Waivers may be issued by the State Districts or Protective Associations and these MUST be approved by the BLM. Waivers will only be considered if the conditions on the work site are not as severe as predicted. The requirements for fire tools on site, screens installed in saws, and fire extinguishers with saws will not be waived.

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

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

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

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

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

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

3. FIRE TOOLS REQUIRED DURING CLOSED FIRE SEASON

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

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

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

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

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

ILLUSTRATION

NOTIFICATION OF COMPLETED UNITS

Medford District, Grants Pass Resource Area

Contractor:

Fuel Hazard Reduction

Task Order No. HAD08????

Project Unit Name	Unit Acres	Date Completed	Acceptable Quality Level Percent	Inspector's Name
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_____	___	___/___/___	_____%	_____
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_____	___	___/___/___	_____%	_____
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_____	___	___/___/___	_____%	_____
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_____	___	___/___/___	_____%	_____
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_____	___	___/___/___	_____%	_____
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_____	___	___/___/___	_____%	_____
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_____	___	___/___/___	_____%	_____
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Notes/Remarks:

Contractor's Signature

Date

Silviculture Summary Prescriptions
(No gate key required to access these units)

Unit No. 1	Items: A, H
Stand Name: Round Bull 14	Legal: 37S-07W-15
Acres: 44	Key #: 116730
Conifer leave tree spacing:	N/A
Hardwood leave tree spacing:	30'
Conifer leave tree species preference:	N/A
Hardwood leave tree species preference:	(1) Pacific Madrone, (2) California Black
Oak, (3)	Golden Chinkapin
Special treatment requirements:	Do not select Tanoak as a hardwood leave
tree	unless no other hardwood is within the
spacing	guidelines.
Unit No. 2	Items: B, I
Stand Name: Biscuit 10-2	Legal: 35S-09W-10
Acres: 23	Key #: 164695
Conifer leave tree spacing:	N/A
Hardwood leave tree spacing:	30'
Conifer leave tree species preference:	N/A
Hardwood leave tree species preference:	(1) Golden Chinkapin, (2) Pacific Madrone,
(2)	California Black Oak
Special treatment requirements:	Cut all standing dead brush and hardwood
	'skeletons'.
Unit No. 3	Items: C, F, I
Stand Name: Scottish Verbascum 5-1A	Legal: 39S-7W-05-010
Acres: 50	Key #: 113505
Conifer leave tree spacing:	14'
Hardwood leave tree spacing:	25'
Conifer leave tree species preference:	(1) Sugar Pine, (2) Douglas Fir,
	(3) Ponderosa Pine
Hardwood leave tree species preference:	(1) California Black Oak, (2) Pacific
Madrone, (3)	Tanoak
Special treatment requirements:	(1) Maintain previously selected hardwoods.
of the	(2) Establish 25' no cut buffer on both sides
spacing	two main draws. (3) Prune conifers on 20'
	(108 trees per acre).

Unit No. 4

Stand Name: Blanchard Glen 3

Acres: 23

Conifer leave tree spacing:

Hardwood leave tree spacing:

Conifer leave tree species preference:

Hardwood leave tree species preference:
Madrone, (3)

Special treatment requirements:

areas. (3)

tree

spacing

Items: D, J

Legal: 34S-08W-33

Key #: 112706

18'

30'

(1) Sugar Pine, (2) Douglas Fir,
(3) Ponderosa Pine

(1) California Black Oak, (2) Pacific

Golden Chinkapin

(1) Establish 5 quarter acre 'mini clear-cuts'.

(2) Establish 5 quarter acre no-cut reserve

Do not select Tanoak as a hardwood leave

unless no other hardwood is within the

guidelines.

Unit No. 5

Stand Name: Galice Complex

Acres: 123

Conifer leave tree spacing:

Hardwood leave tree spacing:

Conifer leave tree species preference:

Hardwood leave tree species preference:
Madrone, (3)

Special treatment requirements:

'cuts'.

areas.

leave tree

spacing

Items: D, I

Legal: 34S-08W-29

Key #: 112890

18'

30'

(1) Sugar Pine, (2) Douglas Fir,
(3) Ponderosa Pine

(1) California Black Oak, (2) Pacific

Golden Chinkapin, (4) Canyon Live Oak

(1) Establish 25 quarter acre 'mini clear-

(2) Establish 25 quarter acre no-cut reserve

(3) Do not select Tanoak as a hardwood

unless no other hardwood is within the

guidelines.

Unit No. 6

Stand Name: Copper Drive

Acres: 200

Conifer leave tree spacing:

Hardwood or Shrub tree spacing:

Items: E, J

Legal: 37S-05W-20

20'

40'

Conifer leaf tree species preference:

(1) Ponderosa Pine (2) Sugar Pine,
(3) Douglas Fir, Incense Cedar

Hardwood leaf tree species preference:
Madrone,

(1) California Black Oak, (2) Pacific
(3) Canyon Live Oak