

AWARD DATA

Orders May Be Placed Through 8/31/08

Fuels Reduction, Indefinite-Delivery, Indefinite-Quantity
Multiple-Award

Ordering Agencies:

BLM

Ordering procedures:

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

Contract No. HAC048D00 Contractor: Ponderosa Reforestation, Inc. PO Box 1067 Medford, OR 97501 Contact: Juan Bencomo Phone: 541-601-1977 FAX: 541-857-0267 Maximum TO limit \$250,000 Maximum 30 day limit \$500,000 Past Performance: Equal	Contract No. HAC048E00 Contractor: J. Raymond Farm and Reforestation 6626 Tablerock Road Central Point, OR 97502 Contact: Maurilio Escobedo Phone: 541-826-5633 FAX: 541-826-6306 Maximum TO limit \$0 Maximum 30 day limit \$0 Past Performance: Equal
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BLM contact: Sherry A. Marshall, Contracting Officer, 503-808-6217

Past performance definitions:

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

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

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

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

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

Amendment No. 1

- A. A Pre-bid Conference was conducted at the site on July 22, 2004, 8:00 a.m., local time. Attendees were as follows:

3B's Forestry	Ponderosa Reforestation
M & N Reforestation, Inc.	Yeti Forest Services
Oaxaca Reforestation	C & O Reforestation
3J's Reforestation	Pacific Oasis
Eagle Pass Reforestation	

- C. Listed below are pertinent questions asked and answers given at the Pre-bid Conference or provided herein:

- 1) How to cut manzanita brush?

Ans: Cut all manzanita (brush) one foot in height, located within 20 feet of a leave tree.

- 2) What is hardwood spacing on Subitem C?

Ans: 25-foot spacing, + or - 25 percent.

- 3) What happens when piles per acre are over 80 in Subitem D?

Ans: 80 piles per acre is an average for project units in Subitem D. It is the Governments responsibility to insure that project units in this subitem match up to an average 80 piles per acre.

- 4) Are keys going to be issued to contractors for locked gates.

Ans: Yes, and there is a charge for keys lost or returned in an unusable condition.

- 5) Is 25 foot spacing going to be the average on Subitem H (mostly pine)

Ans: Yes, for Pine one to ten inches DBH.

SECTION B - SCHEDULE OF ITEMS

Subitem		Est.		
<u>No.</u>	<u>Description</u>	<u>Qty</u>	<u>Unit</u>	<u>Price</u>
Manual PCT / Pine Group Selection				
A	Precommercial Thinning	300	AC	
B	Hand Pile and Cover Slash	300	AC	
Manual PCT/Woodland Maintenance				
C	Hand Cut Vegetation	300	AC	
D	Hand Pile and Cover Slash	300	AC	
Manual Slashing				
E	Slashing	200	AC	
F	Hand Pile and Cover Slash	200	AC	
G	Lop & Scatter	150	AC	
H	PCT/Plantation Maintenance	150	AC	
I	Pruning	90	AC	
J	Fuels Pullback	100	AC	
TOTAL AMOUNT - SUBITEMS A - J		\$ _____		
				(ALL OR NONE)

Solicitation No.

HAB048107

Amendment No. 2

August 11, 2004

SECTION B - SCHEDULE OF ITEMS (continued)

This is a four-year indefinite-delivery, indefinite-quantity contract for the services specified in the Bureau of Land Management (BLM), Medford District, Oregon. 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:

Subitem A:	One (1) calendar day for each \$2,000 value of the task order.
Subitem B:	One (1) calendar day for each \$1,000 value of the task order.
Subitem C:	One (1) calendar day for each \$2,000 value of the task order.
Subitem D:	One (1) calendar day for each \$1,000 value of the task order.
Subitem E:	One (1) calendar day for each \$2,500 value of the task order.
Subitem F:	One (1) calendar day for each \$1,500 value of the task order.
Subitem G:	One (1) calendar day for each \$1,000 value of the task order.
Subitem H:	One (1) calendar day for each \$2,000 value of the task order
Subitem I:	One (1) calendar day for each \$1,500 value of the task order
Subitem J:	One (1) calendar day for each \$1,000 value of the task order

ESTIMATED START WORK DATE: August 30, 2004

ANNUAL ECONOMIC PRICE ADJUSTMENT: Offerors wishing to propose revised prices in successive years shall state in the spaces below the economic price adjustment percentages to be used by the Government to compute future year prices, to be effective for the second, third, and fourth years. For instance, a 3%

economic price adjustment factor is shown as 3% (rather than 103% or 1.03). Note that the economic price adjustment percentage can be either negative or positive. The factors stated will be compounded annually. If no percentage is entered, future year prices will be the same as base year prices. Offeror's economic price adjustment percentage(s):

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

HAB048107

Solicitation No.

Amendment No. 2

August 11, 2004

SECTION B - SCHEDULE OF ITEMS (continued)

EVALUATION FOR AWARD:

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

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

TASK ORDERS: After award, task orders may be placed by the Government. 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 second, third, and fourth 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. The Contractor shall begin work within 3 days of receiving a task order. Offeror shall provide organization's record of work experience and quality, especially in southwest Oregon with its bid. Include a list of references (names, phone numbers, and addresses).

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 \$ (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 \$_____ (Insert order limitation. Maximum is \$500,000 if no amount is shown.)

THIS PROCUREMENT IS A SET ASIDE FOR SMALL BUSINESS CONCERNS.

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

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

ACCESS TO ALL UNITS SHALL BE OBTAINED VIA PUBLIC ROADS. ALL PROSPECTIVE OFFERORS SHALL OBTAIN WRITTEN PERMISSION FROM LANDOWNERS BEFORE CROSSING PRIVATE PROPERTY.

NOTE: Pre-bid Conference and Site Tour - Meet at the Medford District Office, 3040 Biddle Road, Medford, Oregon, on July 22, 2004 at 8:00 a.m., local time.

SECTION C - SPECIFICATIONS

C.1.0 GENERAL

C.1.1 Introduction -This project provides an integrated approach to stand management by furnishing the means to accomplish multiple treatments on a wide variety of units. The Indefinite 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.

C.1.2 Historical Background

C.1.2.1 *Subitems No. A, B, E, F, G & J* - 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. Non-merchantable conifer trees shall be cut between merchantable conifers. Conifer regeneration and hardwoods shall be thinned. Conifer seedlings and saplings should be released by cutting most small diameter hardwoods and shrubs away from them.

C.1.2.2 *Subitems No. C and D* - These stands are low elevation, oak woodlands. Because of the advent of fire suppression starting in the early 1900's, brush species and conifers, primarily Douglas-fir, have encroached upon the area creating a condition where the oaks are now losing their vigor due to the encroachment and increased competition from other vegetation. Also, because of the buildup of vegetation and fuel, if a fire were to start, it would be very difficult to suppress and heavy resource damage would be likely. The thinning of selected vegetation will reduce the vegetative competition and enhance the quality and vigor of the oak woodland by increasing growth and acorn production, and also by restoring native grass and forbs species that have been shaded out. Other goals are to increase stand resilience for fire, to create a relatively safe environment for fire suppression

operations, and prepare the units for maintenance underburning.

C.1.2.3 *Subitem No. H & I* - These units resulted from harvesting by both clear cut and shelterwood methods. The development of these young plantations occurred over a period of 15 to 50 years. These units were planted with conifers along with natural seeding. Silvicultural practices including conifer planting, spot and broadcast burning, scarification, herbicides for grass and brush control, scalping/mulching, gopher control methods and seedling protection have been used to insure survival of the young seedlings.

C.1.3 Scope

C.1.3.1 Scientific research and empirical data supports the concept that overstocked stands do increase competition for water, soil nutrients and space. There is an interrelationship between different plants in a vegetative community that each component needs for survival and dominance. Natural seeding has created overstocked stands that need to be thinned. A thinning would control densities, influence species dominance, maintain stand vigor and allow for more crown expansion between trees.

C.1.3.2 The contract requires cutting, slashing, 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. As a result, types of work situations encountered will be variable in project units. Non-merchantable conifer trees (usually 10 to 80 years old) shall be cut between merchantable conifers. Conifer regeneration and hardwoods shall be thinned to release conifers. Conifer seedlings and saplings should be released by cutting most small diameter hardwoods and shrubs away from them. All slash shall be hand piled on Subitems No. B, D, and F.

C.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.

C.1.5 Description of Project Units - Project units will be between 2,000 and 5,000 foot elevation. Topography being moderate to steep, is 10% to 70% on Subitems A thru J.

C.1.6 Location of Project Units - Units are located in the Ashland Resource Area, Medford District, as shown on the attached maps in Section J. Average driving distance

between the Medford District Office and the project units is approximately 40 miles.

C.1.7 Boundaries - Unit boundaries will be marked with flagging tied together or by roads, yellow paint, timber sale or property line boundaries, or as specified on the Task Order maps.

C.1.8 Access

C.1.8.1 Access will be by both gravel roads (improved) and dirt roads (unimproved) which may require four-wheel drive vehicles. Standard access will include up to one-half mile travel to the unit boundary.

C.1.8.2 If Contractor desires to access the units by foot or by roads across private land, the Contractor shall first obtain written permission from the landowner. The Contractor shall submit a copy of the written permission to the Contracting Officer's Representative (COR) before they may proceed to start work on any project unit accessed through private property.

C.1.8.3 If an all-terrain vehicle is used, it shall be of such design that it will travel over rough, uneven terrain and not create wheel ruts and channels. The vehicle shall be approved by the COR prior to use.

C.1.9 Road Gates - Some project units are beyond locked gates that may require a key for access. Gates with locks shall be locked immediately after entry or exit by the Contractor for each project unit. Keys will be issued to the Contractor by the COR at the BLM, Medford District Office. The Contractor shall return all gate keys to the Government before final payment is made. The Contractor shall be charged \$30.00 for each key lost or returned in an unusable condition.

C.1.10 Sequence of Work - The sequence of work will be determined by the COR at the pre-work conference and may be subject to change. Certain project units may be designated as higher priority units which shall require an earlier completion than other contract units on a specific task order.

C.1.11 Unique Features of Project Areas

C.1.11.1 Seasonal restrictions, if any, will be listed on each task order for each project unit.

C.1.11.2 No-cut treatment zones and road buffers may be present within the project sites.

C.1.11.3 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.

C.1.12 Restrictions on Work, Subitems A - J - Work may be performed at any time during the period of the contract, except as outlined below. Nothing in this part shall be construed to take away any rights under the Suspension of Work Clause. Restrictions are as follows:

a. In accordance with fire plan, during fire season restrictions.

b. When adverse weather could result in unacceptable road damage.

C.2.0 DEFINITIONS

Accessible - Road Access to a unit. Unit will be considered accessible when Government-provided road access is within ½ mile of the unit.

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, Fomes pini, cankers, fire damage, or blister rust.
- e. No multiple tops or ramiforms.
- f. Demonstrates good form and vigor.
- g. Greater than three feet in height.

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 multiple stems originating at or near ground level and not normally reaching 20 feet in height. Examples include canyon live oak, vine maple, salmonberry, hazel, huckleberry, thimbleberry, manzanita, ocean-spray, Ceanothus species, silktassel, wild rose, ribes species.

Clump - A multiple (2+) stem tree or shrub originating from the same bole at one foot above ground level. The DBH of a clump shall be the DBH of the largest stem in the clump.

Conifer - An evergreen, cone-bearing tree, such as Douglas-fir, Western red cedar, incense cedar, Western hemlock, knobcone pine, ponderosa pine, sugar pine, grand fir, white fir, noble fir and Pacific yew.

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

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

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

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

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

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 Vegetation - Cut trees or brush leaning into, supported by, or covering a leave tree.

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

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

Reserve Areas - Certain areas within a treatment unit, such as utility lines, canals or riparian areas that the COR designates are reserved from treatment.

Riparian Reserve Buffer- A no-treatment area along a stream channel. Buffer width and location will be identified in each task order.

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

Surplus Vegetation

Subitem No. A - Precommercial Thinning

- a. Within the 1/5 acre group selection (53-foot radius) areas all Douglas-fir less than ten inches DBH.
- b. Conifers less than ten inches DBH located within specified distance of an acceptable crop tree.
- c. All black oak and white oak, less than six-inches DBH and all Pacific madrone and canyon live oak less than eight-inches DBH located within specified distance of a selected leave or reserved hardwood tree.
- d. All brush at least one foot in height as measured from the base to the end of the stem and located within 20 feet of a selected or reserved leave tree, leave shrub, or leave shrub clump.

Subitem No. C - Hand Cut Vegetation

- a. Conifers less than ten-inches DBH located within specified distance of an acceptable crop tree.
- b. All hardwoods located within specified distance of a selected leave or reserved hardwood tree.
- c. All brush at least one foot in height as measured from the base to the end of the stem.

Subitem No. E - Slashing

- a. Conifers over one foot tall and up to ten inches DBH located within specified distance of an acceptable crop tree.
- b. All hardwoods located within specified distance of a selected leave or reserved hardwood tree.
- c. All brush at least one foot in height as measured from the base to the end of the stem.

Subitem No. H - PCT/Plantation Maintenance

- a. Conifers less than ten-inches DBH located within specified distance of an acceptable live conifer crop tree.
- b. All hardwoods less than seven-inches DBH located within specified distance of a selected leave or reserved hardwood tree.
- c. All brush at least one foot in height as measured from the base to the end of the stem.

C.3.0 CONTRACTOR-FURNISHED PROPERTY AND SERVICES

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

C.3.2 Crew Requirements

- C.3.2.1 The Contractor shall maintain an adequate work force at all times to ensure timely completion of the work.
- C.3.2.2 At the 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.
- C.3.2.3 The person designated by the Contractor as supervisor must actually perform in that capacity. The supervisor must, therefore, effectively direct the crew by:
- a. Making periodic inspections of the crews' work;
 - b. Advising them of any discrepancies found in the work that deviate 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.
- C.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.
- C.3.2.5 The supervisor shall know the requirements of the contract including technical requirements and unit locations. The Project Inspector (PI) will not act as a supervisor to the crew.
- C.3.3 Work Camps - Camping on 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.
- C.3.4 Project Area Clean up - All project areas shall be cleared of debris, refuse, garbage, etc. that may have been left by the Contractor. 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.

C.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.

C.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.

C.4.0 GOVERNMENT-FURNISHED PROPERTY AND SERVICES

NONE

C.5.0 SPECIFIC TASKS

C.5.1 Quality Assurance Plan

C.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 E.1.2 and Section J. Notification of Completed Units).

C.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.

C.5.2 Subitem No. A - Precommercial Thinning

C.5.2.1 The Contractor shall perform the following treatments:

a. Group selection areas - Create a selection area (53-foot radius) around all pine trees greater than 12 inches DBH. Cut all surplus vegetation within group selection areas.

b. Outside and between group selection areas

- 1) Outside of pine group selection areas, acceptable crop trees shall be selected to result in an average 12-foot spacing when crop trees are between one inch and four-inches DBH, and an average 18-foot spacing when crop trees are between 4.1 inch and seven-inches DBH and an average of 25-foot spacing when crop trees are between seven inch and ten-inches DBH. All conifers greater than ten-inches DBH are reserved from cutting, but shall be considered in the spacing. In areas where more than one DBH class is present, the larger spacing shall prevail. The largest, healthiest, best-formed conifer trees shall be selected as acceptable crop trees. The Contractor may vary the spacing + or - 25 percent in order to select the best conifer leave tree. Species preference is as follows: (1) sugar pine, (2) knobcone pine, (3) incense cedar, (4) ponderosa pine, (5) Douglas-fir and (6) white fir.
- 2) Hardwoods shall be selected to an average 45-foot spacing. Spacing may be varied + or - 25 percent in order to select the best hardwood leave tree. The largest and healthiest hardwood tree shall be selected for leave. Leave trees may include singles, clumps or groups. Species preference is as follows: (1) black oak, (2) white oak, (3) Pacific madrone and (4) canyon live oak. Cut only surplus hardwoods. Hardwoods greater than eight inches DBH shall not be cut or damaged.
- 3) When the distance between leave trees exceeds the above spacing criteria for acceptable crop trees and

hardwood leave shrubs or leave shrub clumps shall be selected. Spacing shall be 20 feet as measured from the stem or clump center. Include any live shrub or shrub clump that is at least one-foot tall and three to ten feet in crown diameter as measured from the center of clump. Leave shrubs and leave shrub clumps shall be selected in approximately equal number when both are present. Species preference is as follows: (1) California hazel, (2) ocean spray, (3) silk tassel, (4) mountain mahogany, (5) wedgeleaf Ceanothus, (6) deerbrush, (7) Ceanothus, and (8) whiteleaf manzanita. Cut all surplus vegetation.

C.5.3 Subitem No. C - Hand Cut Vegetation

C.5.3.1 Leave trees shall not be damaged or cut.

C.5.3.2 Acceptable pine or cedar trees between one and ten-inches DBH shall be thinned to an average 25-foot spacing between stems, + or - 25 percent for individual trees. The overall spacing of 25' x 25' shall be maintained. The largest or most vigorous trees shall be selected for retention.

C.5.3.3 Douglas-fir trees less than ten-inches DBH shall be thinned to an average 100-foot spacing between stems + or - 25 percent for individual trees. The overall spacing of 100' x 100' shall be maintained. The largest or most vigorous trees shall be selected for retention.

C.5.3.4 Hardwoods shall be selected to an average 25-foot spacing. Spacing may be varied + or - 25 percent in order to select the best hardwood leave tree. The largest and healthiest hardwood tree shall be selected for leave. Leave trees may include singles, clumps or groups. Species preference is as follows: (1) black oak, (2) white oak, (3) Pacific madrone and (4) canyon live oak. Cut only surplus hardwoods. Hardwoods greater than eight-inches DBH shall not be cut or damaged.

C.5.3.5 Cut all surplus brush located within a specified distance of a selected leave tree or leave clump. Shrub species to be cut shall be favored in the following order: manzanita, deerbrush, wedgeleaf, silktassel, and other species.

C.5.4 Subitem No. E - Slashing

C.5.4.1 All live standing vegetation between one-inch DBH and ten-inches DBH shall be completely severed with the stump height not to exceed six inches. This will be the standard size for treatment for Subitem E unless otherwise designated. The task order may designate a different size within this range for individual units (example: slash all standing live vegetation one to six-inches DBH), Individual species may also be specified as reserved from cutting on individual units. When vegetative conditions consist of multiple stem resprouted vegetation, the task order may reserve one or more stems from cutting for individual species of multi-stem plants. The reserved stems shall be the largest stems.

C.5.4.2 Slashing shall be accomplished throughout the entire unit, excluding areas identified by the task order as reserved from treatment.

C.5.5 Subitem No. G - Lop and Scatter

C.5.5.1 The material to be treated consists of down woody material created from vegetation treatments (such as harvest, thinning, or slashing, etc.) or created through natural process.

C.5.3.2 Lop and scatter all existing slash so that all top and side branches are free of the central stem so that the slash is reduced to within the limit of the ground at all points. Central stem length shall not exceed eight feet.

C.5.5.3 The amount of slash to be lopped and scattered averages 15 tons per acre. Slash shall be reduced to the extent that it is within 12 inches of the ground at all points.

C.5.6 Subitem No. H - Plantation Maintenance.

C.5.6.1 All conifer trees larger than ten-inches DBH and all hardwoods greater than eight-inches DBH shall not be damaged or cut.

C.5.6.2 Acceptable pine trees between one inch and ten-inches DBH shall be thinned to an average 25-foot spacing between stems. The largest or most vigorous trees shall be selected for retention. Contractor may vary the spacing + or - 25 percent in order to select the best leave trees per acre. Other conifer trees equal to or greater than ten-inches DBH shall be considered in meeting the spacing requirements for acceptable pine leave trees.

C.5.6.3 Acceptable Douglas-fir, white fir and incense cedar trees between one and ten-inches DBH shall be thinned to an average 15-foot spacing between stems. The largest or most vigorous trees shall be selected for retention. Contractor may vary the spacing + or - 25 percent in order to select the best leave trees per acre. Other conifer trees equal to or greater than ten-inches DBH shall be considered in meeting the spacing requirements for acceptable Douglas-fir, white fir and incense cedar leave trees.

C.5.6.4 Hardwoods shall be thinned to an average 45-foot spacing. Spacing may be varied + or - 25 percent in order to select the best hardwood leave tree. The largest and healthiest hardwood tree shall be selected for retention. Species preference is as follows: (1) black oak, (2)

white oak, (3) Pacific madrone and (4) canyon live oak. Hardwoods greater than seven-inches DBH shall not be cut or damaged.

C.5.6.5 When the distance between leave trees exceeds the above spacing criteria, leave shrubs or leave shrub clumps shall be selected. Spacing shall be 20 feet as measured from the stem or clump center. Include any live shrub or shrub clump that is at least one-foot tall and three to ten feet in crown diameter as measured from the center of clump. Leave shrubs and leave shrub clumps shall be selected in approximately equal number when both are present. Species preference is as follows: (1) California hazel, (2) ocean spray, (3) silk tassel, (4) mountain mahogany, (5) wedgeleaf Ceanothus, (6) deerbrush Ceanothus and (7) whiteleaf manzanita. Cut all surplus vegetation.

C.5.7 Subitem I - Pruning

C.5.7.1 The amount of pruning expected is based on an average 100 trees per acre (average 20' x 20' spacing) with an average 12 feet pruning height.

C.5.7.2 Each task order will specify the pruning height, spacing and species to be treated and species to be reserved from treatment.

C.5.7.3 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. These trees shall not be selected and pruned unless there are no better trees that fit the overall spacing.
- c. Contractor may vary the spacing + or - 25 percent in order to select the best available acceptable trees to treat (20' x 20' spacing).

C.5.7.4 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.

C.5.7.5 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 pruning loppers/shears specifically designed for limb pruning (Porter-Ferguson, HIT-27, Prun-off loppers, or the equivalent) shall be used. Pruning loppers/shears shall be approved by the Government prior to their use. Approval for the use of specific loppers, however, does not relieve the Contractor of the responsibility for proper pruning methods and maintenance of equipment.
- c. Pruning knives may be used to remove "whiskers."
- d. Pruning (hand) saws may be used on a limited basis. Use of hand pruning saws is discouraged as saws tend to leave a jagged and less desirable cut that is less likely to pass inspection. If used, pruning saws shall have a minimum six teeth per inch and shall be approved by the Government prior to use. The use of chain saws, clubs, or any other tool that result in shattered or jagged branch stubs is prohibited.
- e. Material pruned shall be pulled back two feet away from tree bole.

C.5.8. Subitem J - Fuels Pullback

C.5.8.1 The amount of fuel pullback expected is based on an average 70 trees or snags per acre.

C.5.8.2 The number of trees per acre for fuels pullback will be identified in each task order.

C.5.8.3 Each task order 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.

C.5.8.4 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 eight 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.

C.5.9 Subitems No. A, C, E, and H - Treatment of Surplus Vegetation

C.5.9.1 All surplus vegetation shall be completely severed from the stump.

C.5.9.2 All surplus vegetation shall be felled in a manner to minimize damage to leave trees.

C.5.9.3 No live limbs shall be left on the stumps of any cut surplus vegetation. Stump height shall not exceed six inches measured on the uphill side.

C.5.9.4 Cut trees or brush lodged in or covering a leave tree shall be dislodged or removed.

C.5.10 Subitems No. A, C, E, G & H- Treatment of Slash

C.5.10.1 Any logging slash that prevents severing brush or hardwoods at the main stem within six inches of ground level shall be lopped, slashed, and scattered.

C.5.10.2 Slash shall be moved at least one foot away from the base of any conifer leave tree.

C.5.10.3 Slash shall be lopped and scattered so that debris is no more than three feet in depth from ground level.

C.5.10.4 All slash shall be moved at least ten feet back from the edge of roads and property boundaries between BLM and private land on a daily basis, before the crew leaves the project area. Slash shall not be left along any roadway.

C.5.10.5 All slash shall be removed at least ten feet from the road cut on the upper side and ten feet from the road shoulder on the lower side. All road cut banks or fill slopes >35% slope, shall have a ten-foot-no treatment area.

C.5.10.6 All roads designated on the project map(s) shall be kept free of slash.

C.5.10.7 All trees marked that form the boundary of the project area(s) and all bearing trees, corner posts, and monuments within or adjacent to the project area(s) as shown on the project area map(s) shall be protected from injury or damage.

C.5.11 Subitems No. B, D & F - Hand Pile and Cover Slash

C.5.11.1 The Government will designate which specifications for size of material to be piled with each task order. The subitems are based on the number of hand piles per acre expected.

Subitem B - An average of 60 piles per acre

Subitem D - An average of 80 piles per acre

Subitem F - An average of 40 piles per acre

C.5.11.2 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. The task order or the COR in writing may designate a different size within this range for individual units (example: slash one-four or two-six inches only, instead of the less than six inches), but not greater than six-inch diameter.

C.5.11.3 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 $\frac{1}{4}$ to $\frac{1}{2}$ inch in diameter and/or small branches with needles or leaves attached) to provide "kindling" for prompt ignition and to aid in combustion of larger slash. These fuels shall be placed in the center of the pile.

C.5.11.4 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.

C.5.11.5 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.

C.5.11.6 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 or stumps (Unless otherwise designated by the Government) 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.

C.5.12 Special Treatment Requirements

- C.5.12.1 Pacific yew, Cottonwood, Oregon ash, willow species, alder and big leaf maple trees may be present in several units and shall not be cut or damaged. Pacific yew, Cottonwood, Oregon ash, willow species, alder and big leaf maple shall not be considered in meeting the spacing requirements for conifer or hardwood leave trees. Live Pacific yew, Cottonwood, Oregon ash, willow species, alder and big leaf maple trees found in an inspection plot shall not be counted for determining payment. However, if Pacific yew, Cottonwood, Oregon ash, willow species, alder and big leaf maple trees are found damaged or cut in an inspection plot, they will be counted as cut leave trees for purposes of determining payment.
- C.5.12.2 Any landslide shall be treated as a riparian reserve. All landslides will receive a 25- foot no-treatment zone around the periphery of the slide.
- C.5.12.3 Approximate locations of known riparian tags or flagging have been identified on each project unit map. Locations will be determined by aluminum tags attached to a tree and or shrub with yellow (lime-glo) flagging or triple flagging of red/blue/yellow or orange/blue/yellow. These riparian tags or flagging usually occur within 25 feet of a draw, confluence of several draws or swale bottoms. Trees or vegetation shall be left undisturbed where either riparian tags or flagging is attached. The surrounding surplus vegetation shall be treated.
- C.5.12.4 Trees used as bearing trees at property corners, trees blazed or tagged to mark the line of any Government survey or any trees identified as seed trees shall not be cut or destroyed under penalty of the law. Trees with reference tags or posters identifying forest projects shall also be left uncut.

C.5.12.5 The COR may identify additional individual leave trees or reserve areas within unit boundaries.

SECTION E - INSPECTION AND ACCEPTANCE

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

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

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

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

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

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

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

E.1.0 SURVEILLANCE PLAN/INSPECTION

- E.1.1 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.
- E.1.2 When project units are completed and ready for inspection the Contractor shall provide within three days, by written notice, Notification of Completed Work (See Illustration No. 1) 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. Inspection plot cards as required in C.5.1.2 shall accompany the written notification. Government inspection of completed units will not occur until such notification and plot inspection cards are received by the COR.
- E.1.3 Government inspections may be made on a series of 1/20 acre (26.3 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.
- E.1.4 Each inspection plot will be evaluated for compliance with all contract specifications as follows:
- a. 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 two (2) points. Quadrants found to have one (1) contract violation will receive one (1) point. Quadrants found to have two or more contract violations will receive no (0) points. A maximum of eight (8) points is possible for each plot.
 - b. Factors evaluated in each quadrant shall include:
 - 1) Cut leave trees.
 - 2) Presence of damaged leave trees.

- 3) Presence of conifers, hardwoods and shrubs not cut in accordance with the contract specifications (e.g. stump height, lodged trees, limb length).
- 4) 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.
- 5) Presence of damaged riparian tags/flagging or hardwoods in riparian areas.
 - a. Slash depth not in accordance with the specifications.
 - b. Presence of unpiled slash.
 - c. Slash Piles constructed in accordance with the specifications.
- 9) Piles covered in accordance with the specifications.
- 10) Improperly located/spaced piles.

E.1.5 Acceptable Quality Level (AQL) Percentage

E.1.5.1 AQL percentages are derived from data developed from inspection plots.

E.1.5.2 Work quality is determined by dividing the total number of points earned by the total number of points possible (8 x number of plots taken). This figure multiplied by 100 provides the AQL percentage.

Example:

Number of plots inspected =	25	
Total points possible (8 x 25) =		200
Total points earned =	180	
WQP = (180 / 200) x 100 =	90%	

E.2.0 ACCEPTANCE

E.2.1 Satisfactory Work - A minimum AQL of 90 percent is required.

E.2.2 Unsatisfactory Work Quality

E.2.2.1 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.

E.2.2.2 If untreated or unsatisfactorily treated areas are the primary reason for unsatisfactory work, the area shall be reworked to obtain the minimum AQL.

E.2.3 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.

E.3.0 PAYMENT

E.3.1 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. An adjustment of 5 percent will be added to the AQL percentage for those units achieving 95 percent or better before rework. 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.

E.3.2 Payment will be made for completed units only.

E.3.3 Method for Measurement and Payment

E.3.3.1 The acreage for the purpose of payment is measured on the horizontal plane.

E.3.3.2 Roads do not require treatment and have been excluded from the acreage to be measured and paid for under the contract.

E.3.3.3 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.

HAB048107

Solicitation No.

Amendment No. 2

August 11, 2004

SECTION F - DELIVERIES OR PERFORMANCE

F.1.0 TASK ORDERS

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

F.2.0 CONTRACT TIME

The Contractor shall begin work within 3 calendar days from the effective date of the notice to proceed. 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 Schedule of Items.

F.2.0 PROGRESS PLAN

At the 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 contract 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 contract time or price.

SECTION G - CONTRACT ADMINISTRATION DATA

G.1.0 CONTRACTING OFFICER'S REPRESENTATIVE DEFINITION

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

G.2.0 PROJECT INSPECTOR DEFINITION

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

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

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

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

G.4.0 NOTICE TO PROCEED

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

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

SECTION H - SPECIAL CONTRACT REQUIREMENTS

H.1.0 WORK HOURS

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

H.2.0 PROSECUTION OF THE WORK

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

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

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

H.3.0 ENVIRONMENTAL INTERRUPTION OF WORK

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

regardless of duration.

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

H.4.0 PRESERVATION OF HISTORICAL AND ARCHEOLOGICAL RESOURCES

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

H.5.0 SUBCONTRACTS

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

a. Name of subcontractor

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

H.6.0 RESTORATION OF RESOURCES

H.6.1 Cleanup - The Contractor is responsible for cleaning up

all camp and worksites before leaving the area. Final payment may be withheld until the Contractor has complied with this requirement.

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

H.7.0 FIRE DANGER SEASON

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

H.8.0 UNDOCUMENTED WORKERS

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

H.9.0 MIGRANT SEASONAL AGRICULTURAL WORKERS PROTECTION ACT REGISTRATION

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

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

- a. A shelter to provide protection from the elements. Where heat adequate for weather conditions is not provided, other arrangements should be made to protect the workers from the cold.
- b. Sanitary facilities for storing food. Ice chests or coolers, with ice supply made from potable water replenished as necessary, to meet the requirement for storage of perishable food items.
- c. An adequate and convenient potable water supply, approved by the appropriate health authority, in each

camp for drinking and cooking purposes. As an alternative, commercial bottled water may be used.

- d. Toilet and hand washing facilities adequate for the capacity of the camp, at not less than a 1:15 ratio, supplied with adequate toilet paper. Such facilities shall be maintained in a sanitary condition.
- e. Fly-tight, rodent-tight, impervious, cleanable or single service containers to be used for the storage of garbage. Such containers shall be kept clean and emptied when full.
- f. Basic first aid supplies under the charge of a person trained to administer first aid.
- g. A laundry tray or tub for every 30 workers, or transportation, at least weekly, to a commercial laundromat for all workers.

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

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

Information on obtaining this license may be obtained from:

Bureau of Labor and Industries	Contact:
Licensing Unit	
Wage and Hour Division	Telephone: (503) 731-
4074	
800 NE Oregon, #32, Suite 1160	
Portland, Oregon 97232	

H.11.0 IMPROPER DISPOSAL OF GOVERNMENT-FURNISHED MATERIAL

- H.11.1 Improper disposal includes, but is not limited to, the wrongful ditching, hiding or burying of Government-

furnished material (GFM). The Government may, by issuance of a written order, suspend the Contractor's right to proceed for improper disposal of GFM. The Contractor may be required to remove from the contract site any individuals involved in the improper disposal of GFM.

H.11.2 The Contractor will be charged for the actual costs of the improperly disposed GFM. The costs will be based on the current market value and any associated costs. and appropriate action. Conviction of the Contractor for commission of a criminal offense referred to herein will be deemed sufficient cause for default and the initiation of debarment or suspension proceedings to prevent the Contractor from receiving future Government contracts.

H.12.0 PERFORMANCE AND PAYMENT SECURITY

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

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

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

H.12.4 Each individual surety shall be submitted in accordance with Clause 52.228-11, Pledge of Assets.

H.12.5 Certified or cashier's checks, bank drafts, postal money orders, and certain bonds or notes of the United States

shall be drawn payable to the Bureau of Land Management (BLM) and reference the applicable contract number. Securities or currency may be deposited by the BLM in the U.S. Treasury. Irrevocable letters of credit (ILC) shall be issued by a federally-insured financial institution in the name of the contracting agency and which identify the agency and solicitation or contract number for which the ILC is provided (see clause 52.228-14).

H.12.6 Performance security shall be maintained through date of final payment, except for the security interest in the individual surety (lien on real property or personal property in escrow) and ILCs, which both shall be maintained for 90 days following final payment or until completion of any warranty period, whichever is later.

H.12.7 Payment security shall be maintained for 90 days following final payment.

H.13.0 TASK ORDER OMBUDSMAN

1510-52.216-70 - The task order contract ombudsman for this contract is: Robert E. Heaton, Bureau of Land Management, Oregon State Office (952), 333 S.W. First Avenue, 4th floor, Portland, Oregon 97204; mailing address P.O. Box 2965, Portland, OR, 97208-2965; telephone number 503-808-6216; facsimile number 503-808-6312; and e-mail address Robert_Heaton@or.blm.gov. In accordance with Federal Acquisition Regulation 16.505(b)(5), the ombudsman shall review complaints from contractors regarding contracts awarded under this solicitation. Failure of an agency to follow ombudsman advice may result in termination of the agency's authority to place orders.

SECTION I - SERVICE CLAUSES (current through Federal Acquisition Circ. 2001-22)

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

52.202-1*	Definitions	(DEC 2001)
52.203-3	Gratuities	(APR 1984)
52.203-5	Covenant Against Contingent Fees	(APR 1984)
52.203-6	Restrictions on Subcontractor Sales to the Government	(JUL 1995)
52.203-7	Anti-Kickback Procedures	(JUL 1995)
52.203-8	Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity	(JAN 1997)
52.203-10	Price or Fee Adjustment for Illegal or Improper Activity	(JAN 1997)
52.203-12	Limitation on Payments to Influence Certain Federal Transactions	(JUN 2003)
	(Applicable to contracts exceeding \$100,000)	
52.204-4	Printed or Copied Double-Sided on Recycled Paper	(AUG 2000)
52.204-7*	Central Contractor Registration	(OCT 2003)
52.209-6	Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment	(JUL 1995)
52.214-26	Audit and Records - Sealed Bidding	(OCT 1997)
52.214-27	Price Reduction for Defective Cost or Pricing Data - Modifications - Sealed Bidding	(OCT 1997)
52.214-28	Subcontractor Cost or Pricing Data - Modifications - Sealed Bidding.	(OCT 1997)
52.214-29*	Order of Precedence - Sealed Bidding	(JAN 1986)
52.216-18*	Ordering	(OCT 1995)
52.216-19*	Ordering Limitations	(OCT 1995)
52.216-22*	Indefinite Quantity	(OCT 1995)

52.219-3 Notice of Total HUBZone Set-Aside (JAN 1999)
(Applicable if noted on the Schedule).

52.219-6 Notice of Total Small Business Set-Aside (JUN 2003)
(Applicable if so noted on Schedule of Items.)

52.219-8 Utilization of Small Business Concerns (OCT 2000)

52.219-14* Limitations on Subcontracting (DEC 1996)
(Applicable only if project is set aside for small businesses.)

52.222-3 Convict Labor (JUN 2003)

52.222-4 Contract Work Hours and Safety Standards Act - Overtime Compensation (SEP 2000)

52.222-21 Prohibition of Segregated Facilities (FEB 1999)

52.222-26 Equal Opportunity (APR 2002)

52.222-35 Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era and Other Eligible Veterans (DEC 2001)

52.222-36 Affirmative Action for Workers with Disabilities (JUN 1998)

52.222-37 Employment Reports on Special Disabled Veterans, Veterans of the Vietnam Era and Other Eligible Veterans (DEC 2001)

52.222-41 Service Contract Act of 1965, as Amended (MAY 1989)

52.222-42* Statement of Equivalent Rates for Federal Hires (MAY 1989)

52.222-44 Fair Labor Standards Act and Service Contract Act-Price Adjustment (FEB 2002)

52.223-6 Drug-Free Workplace (MAR 2001)

52.223-14 Toxic Chemical Release Reporting (OCT 2003)
(Applicable if contract exceeds \$100,000.)

52.225-1 Buy American Act - Supplies (JUN 2003)

52.225-13 Restrictions on Certain Foreign Purchases (DEC 2003)

52.227-1 Authorization and Consent (JUL 1995)

52.227-2 Notice and Assistance Regarding Patent and Copyright Infringement (AUG 1996)

52.228-1* Bid Guarantee (SEP 1996)

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

52.228-5 Insurance-Work on a Government Installation (JAN 1997)
(Applicable if DIAR 1452.228-70 is included.)

52.228-2 Additional Bond Security (OCT 1997)
(Applicable if bonds required. See Schedule of Items.)

52.228-11* Pledges of Assets (FEB 1992)
(Applicable if bonds required. See Schedule of Items.)

52.228-14 Irrevocable Letter of Credit (DEC 1999)
(Applicable if bonds required. See Schedule of Items.)

52.229-3 Federal, State, and Local Taxes (APR 2003)

52.232-1* Payments (APR 1984)

52.232-8 Discounts for Prompt Payment (FEB 2002)

52.232-9 Limitation on Withholding of Payments (APR 1984)

52.232-11 Extras (APR 1984)

52.232-17 Interest (JUN 1996)

52.232-23 Assignment of Claims (JAN 1986)

52.232-25* Prompt Payment (OCT 2003)

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

52.233-1* Disputes -- Alternate I (DEC 1991) 2002) (JUL 2002)

52.233-3 Protest After Award (AUG 1996)

52.236-6* Superintendence by the Contractor (APR 1984)

52.236-7* Permits and Responsibilities (NOV 1991)

52.242-13 Bankruptcy (JUL 1995)

52.242-14* Suspension of Work (APR 1984)

52.243-1* Changes - Fixed-Price (AUG 1987) -- Alternate I (APR 1984)

52.244-6 Subcontracts for Commercial Items (APR 1984)

		2003)	
52.245-4*	Government-Furnished Property (Short Form)	(JUN	
	2003)		
52.246-25	Limitation of Liability - Services	(FEB	
		1997)	
52.248-1	Value Engineering	(FEB 2000)	
52.249-4*	Termination for Convenience of the		
	Government (Services) (Short form)	(APR	
	1984)		
52.249-8*	Default (Fixed-Price Supply and Service)	(APR 1984)	
52.252-2*	Clauses Incorporated by Reference	(FEB	
	1998)		
52.253-1	Computer Generated Forms	(JAN	
	1991)		
1452.203-70	Restriction on Endorsements - Department of the		
	Interior (JUL 1996)		
1452.228-70*	Liability Insurance -- Department of the Interior	(JUL 1996)	

SECTION I - CONTRACT CLAUSES

52.202-1 DEFINITIONS
2001)

(DEC

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

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

52.204-7 CENTRAL CONTRACT REGISTRATION
2003)

(OCT

a) Definitions. As used in this clause-

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

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

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

"Registered in the CCR database" means that-

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

(2) The Government has validated all mandatory data fields

and has marked the record "Active".

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

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

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

(1) An offeror may obtain a DUNS number-

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

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

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

(i) Company legal business.

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

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

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

(v) Company Telephone Number.

(vi) Date the company was started.

(vii) Number of employees at your location.

(viii) Chief executive officer/key manager.

(ix) Line of business (industry).

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

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

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

(f) The Contractor is responsible for the accuracy and completeness of the data within the CCR database, and for any liability resulting from the Government's reliance on inaccurate

or incomplete data. To remain registered in the CCR database after the initial registration, the Contractor is required to review and update on an annual basis from the date of initial registration or subsequent updates its information in the CCR database to ensure it is current, accurate and complete. Updating information in the CCR does not alter the terms and conditions of this contract and is not a substitute for a properly executed contractual document.

(g)(1)(i) If a Contractor has legally changed its business name, "doing business as" name, or division name (whichever is shown on the contract), or has transferred the assets used in performing the contract, but has not completed the necessary requirements regarding novation and change-of-name agreements in Subpart 42.12, the Contractor shall provide the responsible Contracting Officer a minimum of one business day's written notification of its intention to (A) change the name in the CCR database; (B) comply with the requirements of Subpart 42.12 of the FAR; and (C) agree in writing to the timeline and procedures specified by the responsible Contracting Officer. The Contractor must provide with the notification sufficient documentation to support the legally changed name.

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

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

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

52.214-29 ORDER OF PRECEDENCE - SEALED BIDDING (JAN 1986)

Any inconsistency in this solicitation or contract shall be

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

52-216-18 ORDERING

(OCT

1995)

(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued from the date of contract award through June 30, 2008.

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

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

52.216-19 ORDER LIMITATIONS

(OCT 1995)

(a) Minimum order. When the Government requires supplies or services covered by this contract in an amount of less than \$30,000, the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.

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

(1) Any order for single item in excess of \$100,000.

(2) Any order for a combination of items in excess of \$250,000.

(3) A series of orders from the same ordering office within 21 days that together call for quantities exceeding the limitation in subparagraph (1) or (2) of this section.

(c) If this is a requirements contract (i.e., includes the Requirements clause at subsection 52.216-21 of the Federal Acquisition Regulation (FAR)), the Government is not

required to order a part of any one requirement from the Contractor if that requirement exceeds the maximum-order limitations in paragraph (b) of this section.

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

52.216-22 INDEFINITE QUANTITY. (OCT 1995)

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

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

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

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

52.219-14 LIMITATIONS ON SUBCONTRACTING (DEC

1996)

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

52.228-11 PLEDGES OF ASSETS (FEB 1992)
(Applicable if bonds required. See Schedule of Items.)

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

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

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

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

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

(i) Evidence of title in the form of a certificate of title prepared by a title insurance company approved by the

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

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

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

52.232-1 PAYMENTS

(APR 1984)

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

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

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

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

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

(a) *Invoice payments-*

(1) *Due date.*

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

events:

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

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

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

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

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

(i) Name and address of the Contractor.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(i) For the sole purpose of computing an interest penalty that might be due the Contractor, Government acceptance is deemed to occur constructively on the 7th day (unless otherwise specified in this contract) after the Contractor delivers the

supplies or performs the services in accordance with the terms and conditions of the contract, unless there is a disagreement over quantity, quality, or Contractor compliance with a contract provision. If actual acceptance occurs within the constructive acceptance period, the Government will base the determination of an interest penalty on the actual date of acceptance. The constructive acceptance requirement does not, however, compel Government officials to accept supplies or services, perform contract administration functions, or make payment prior to fulfilling their responsibilities.

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

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

(7) *Additional interest penalty.*

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(a) *Method of payment.*

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

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

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

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

(b) *Contractor's EFT information.* The Government shall make payment to the Contractor using the EFT information contained in

the Central Contractor Registration (CCR) database. In the event that the EFT information changes, the Contractor shall be responsible for providing the updated information to the CCR database.

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

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

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

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

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

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

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

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

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

(g) *EFT and assignment of claims.* If the Contractor assigns the proceeds of this contract as provided for in the assignment of claims terms of this contract, the Contractor shall require as a condition of any such assignment, that the assignee shall

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

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

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

52.233-1 DISPUTES -- ALTERNATE I (DEC 1991) (JUL 2002)

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

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

(c) "Claim," as used in this clause, means a written demand or written assertion by one of the contracting parties seeking, as a matter of right, the payment of money in a sum certain, the adjustment or interpretation of contract terms, or other relief arising under or relating to this contract. However, a written demand or written assertion by the Contractor seeking the

payment of money exceeding \$100,000 is not a claim under the Act until certified. A voucher, invoice, or other routine request for payment that is not in dispute when submitted is not a claim under the Act. The submission may be converted to a claim under the Act, by complying with the submission and certification requirements of this clause, if it is disputed either as to liability or amount or is not acted upon in a reasonable time.

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

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

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

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

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

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

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

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

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

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

52.236-6 SUPERINTENDENCE BY THE CONTRACTOR (APR 1984)

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

52.236-7 PERMITS AND RESPONSIBILITIES (NOV 1991)

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

52.242-14 SUSPENSION OF WORK (APR 1984)

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

of the Government.

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

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

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

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

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

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

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

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

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

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

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

(1) The Contractor submits a timely written request for an equitable adjustment; and

(2) The facts warrant an equitable adjustment.

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

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

(1) For reasonable wear and tear;

(2) To the extent property is consumed in performing this contract; or

(3) As otherwise provided for by the provisions of this contract.

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

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

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

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

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

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

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

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

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

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

(b) If the Government terminates this contract in whole or in

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

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

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

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

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

outstanding liens or claims of former lien holders.

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

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

52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

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

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

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

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

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

SECTION J - LIST OF ATTACHMENTS

WAGE DETERMINATION

FIRE REQUIREMENTS

ILLUSTRATION

SAMPLE TASK ORDER

WORK LOCATION MAPS

SECTION J

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

CLASSIFICATION AND WAGES OF GOVERNMENT EMPLOYEES

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

<u>Labor Classification</u>			<u>Basic Rate</u>
	<u>Fringe Benefits</u>		
Laborer	WG-3	\$12.07	Life and Health
Foreman	WL-3		\$13.28
			Insurance partly paid
Truck Driver	WG-5	\$14.05	by the
		Gov't	
			- Retirement
			- Annual/Sick

Leave

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

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

REGISTER OF WAGE DETERMINATIONS UNDER
THE SERVICE CONTRACT ACT
By direction of the Secretary of Labor

U.S. DEPARTMENT OF LABOR
EMPLOYMENT STANDARDS ADMINISTRATION
WAGE AND HOUR DIVISION
WASHINGTON D.C. 20210

William W. Gross Division of
Director Wage Determinations

Wage Determination No.: 1977-0079
Revision No.: 30
Date Of Revision: 05/27/2004

State: Oregon
Area: Oregon Statewide

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

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

OCCUPATION CODE - TITLE	MINIMUM WAGE RATE
08010 - Brush/Precommercial Thinner	12.90
08040 - Choker Setter	12.99
08070 - Faller/Bucker	23.50
08100 - Fire Lookout	12.47
08130 - Forestry Equipment Operator	15.07
08160 - Forestry/Logging Heavy Equipment Operator	15.07
08190 - Forestry Technician	16.62
08190 - Forestry Truckdriver	13.20
08250 - General Forestry Laborer	10.39
08280 - Nursery Specialist	17.28
08310 - Slash Piler/Burner	8.30
08340 - Tree Climber	8.30
08370 - Tree Planter	11.69
08400 - Tree Planter, Mechanical	11.69

ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

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

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

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

**** UNIFORM ALLOWANCE ****

If employees are required to wear uniforms in the performance of this contract (either by the terms of the Government contract, by the employer, by the state or local law, etc.), the cost of furnishing such uniforms and maintaining (by laundering or dry cleaning) such uniforms is an expense that may not be borne by a 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 worker there is no requirement that employees be reimbursed for uniform maintenance costs.

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

Source of Occupational Title and Descriptions:

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

REQUEST FOR AUTHORIZATION OF ADDITIONAL CLASSIFICATION AND WAGE RATE
{Standard For 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 authorizing representative, the employees themselves. This report should be submitted to the contracting officer no later than 30 days after such unlisted class(es) of employee 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 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.

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

SECTION J - BLM FIRE PROTECTION REQUIREMENTS

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

1. CLOSED FIRE SEASON

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

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

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

2. FIRE PRECAUTION LEVELS

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

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

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

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

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

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

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

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

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

3. FIRE TOOLS REQUIRED DURING CLOSED FIRE SEASON

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

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.

_____ / ____ / ____ / ____

_____ %

Notes/Remarks:

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Contractors Signature _____
Date _____

SAMPLE TASK ORDER

To: Big Mac Reforestation
 Management (952)
 69 Meat Street

 Medford, OR 97501

From: Bureau of Land

 Branch of Procurement
 Management
 P.O. Box 2965
 Portland, Oregon 97208

Contract No:

Requesting Office: Medford
 District

Item Number(s):

Task Order No: HAD04
 Task Order Date: July 10, 2004

ITEM NO.	UNIT/TREATMENT	QUANTITY	UNIT	UNIT PRICE	TOTAL AMOUNT
1. JACKSON CREEK #23 347 ACRES					
	A. PCT/PINE GROUP SELECTION	347	AC	\$00.00	\$00.00
	B. HAND PILE & COVER SLASH	347	AC	\$00.00	\$00.00
	J. FUELS PULLBACK	347	AC	\$00.00	\$00.00
				PAF	\$0.00
2. JACKSON CREEK #13B 178 ACRES					
	E. HAND CUT VEGETATION	178	AC	\$00.00	\$00.00
	F. HAND PILE & COVER SLASH	178	AC	\$00.00	\$00.00
				PAF	\$0.00
3. BELLE FOREST #1-2 ACRES					
	G. LOP & SCATTER	20	AC	\$00.00	\$00.00
	I. PRUNING	20	AC	\$00.00	\$00.00
				PAF	\$0.00
4. BELLE FOREST #1-3 24 ACRES					
	H. PLANTATION MAINTENANCE	24	AC	\$00.00	\$00.00
	I. PRUNING	24	AC	\$00.00	\$00.00

ITEM NO.	UNIT/TREATMENT	QUANTITY	UNIT	UNIT PRICE	TOTAL AMOUNT
				PAF	\$0.00
5. CADY ROAD #1 60 ACRES					
	C. HAND CUT VEGETATION / WOODLAND	60	AC	\$00.00	\$00.00
	D. HAND PILE & COVER	60	AC	\$00.00	\$00.00
				PAF	\$0.00
SUBTOTAL					\$000.00
TOTAL PAF					\$0.00
TOTAL CUMULATIVE FOR TASK ORDER					\$0.00

PERFORMANCE TIME: 100 Calendar Days

ESTIMATED START WORK DATE: JULY 19, 2004

Accounting and Appropriation Data:

Name of Ordering Officer

Ordering Officer's Signature

Date

SECTION K - REPRESENTATIONS, CERTIFICATIONS AND OTHER
STATEMENTS OF OFFERORS

52.203-2 CERTIFICATE OF INDEPENDENT PRICE
1985)

(APR

DETERMINATION

(a) The offeror certifies that -

(1) The prices in this offer have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other offeror or competitor relating to (i) those prices, (ii) the intention to submit an offer, or (iii) the methods or factors used to calculate the prices offered;

(2) The prices in this offer have not been and will not be knowingly disclosed by the offeror, directly or indirectly, to any other offeror or competitor before bid opening (in the case of a sealed bid solicitation) or contract award (in the case of a negotiated solicitation) unless otherwise required by law; and

(3) No attempt has been made or will be made by the offeror to induce any other concern to submit or not to submit an offer for the purpose of restricting competition.

(b) Each signature on the offer is considered to be a certification by the signatory that the signatory -

(1) Is the person in the offeror's organization responsible for determining the prices being offered in this bid or proposal, and that the signatory has not participated and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above; or

(2) (i) Has been authorized, in writing, to act as agent for the following principals in certifying that those principals have not participated, and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) of this provision _____

(insert full name of person(s) in the offeror's organization responsible for determining the prices offered in this bid or proposal, and the title of his or her position in the offeror's organization);

(ii) As an authorized agent, does certify that the principals named in subdivision (b)(2)(i) above have not participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) above; and

(iii) As an agent, has not personally participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) above.

(c) If the offeror deletes or modifies subparagraph (a)(2) above, the offeror must furnish with its offer a signed statement setting forth in detail the circumstances of the disclosure.

52.203-11 CERTIFICATION AND DISCLOSURE REGARDING (APR 1991)
PAYMENTS TO INFLUENCE CERTAIN FEDERAL
TRANSACTIONS (Applicable to offers over \$100,000)

(a) Definitions.

"Common parent," as used in this provision, means that corporate entity that owns or controls an affiliated group of corporations that files its Federal income tax returns on a consolidated basis, and of which the offeror is a member.

"Taxpayer Identification Number (TIN)," as used in this provision, means the number required by the Internal Revenue Service (IRS) to be used by the offeror in reporting income tax and other returns. The TIN may either be a Social Security Number or an Employer Identification Number.

(b) All offerors must submit the information required in paragraphs (d) through (f) of this provision to comply with debt collection requirements of reporting requirements 31 U.S.C. 7701(c) and 3325(d), reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M, and implementing regulations issued by the IRS. If the resulting contract is subject to the reporting requirements described in Federal Acquisition Regulation (FAR) 4.904, the failure or refusal by the offeror to furnish the information may result in a 31 percent reduction of payments otherwise due under the contract.

(c) The TIN may be used by the Government to collect and report on any delinquent amounts arising out of the offeror's relationship with the Government (31 U.S.C. 7701(c)(3)). If the resulting contract is subject to the payment reporting requirements described in FAR 4.904, the TIN provided hereunder may be matched with IRS records to verify the accuracy of the offeror's TIN.

(d) Taxpayer Identification Number (TIN).

TIN: _____.

TIN has been applied for.

TIN is not required because:

Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the United States and does not have an office or place of business or a fiscal paying agent in the United States;

Offeror is an agency or instrumentality of a foreign government;

Offeror is an agency or instrumentality of the Federal Government;

(e) Type of organization.

- _____ Sole proprietorship;
- _____ Partnership;
- _____ Corporate entity (not tax exempt);
- _____ Corporate entity (tax exempt);
- _____ Government entity (Federal, State, or local);
- _____ Foreign government;
- _____ International organization per 26 CFR 1.6049-4;
- _____ Other _____

(f) Common Parent.

_____ Offeror is not owned or controlled by a common parent as defined in paragraph (a) of this provision.

_____ Name and TIN of common parent:

Name _____

TIN _____

52.209-5 CERTIFICATION REGARDING DEBARMENT, (DEC 2001)
SUSPENSION, PROPOSED DEBARMENT, AND
OTHER RESPONSIBILITY MATTERS

(a)(1) The Offeror certifies, to the best of its knowledge and belief, that-

(i) The Offeror and/or any of its Principals-

(A) Are _____ are not _____ presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;

(B) Have _____ have not _____, within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, state, or local) contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and

(C) Are _____ are not _____ presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in subdivision (a)(1)(i)(B) of this provision.

(ii) The Offeror has _____ has not _____, within a three year period preceding this offer, had one or more contracts terminated for default by any Federal agency.

(2) "Principals," for the purposes of this certification, means officers; directors; owners; partners; and, persons having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a subsidiary, division, or business segment, and similar positions).

This certification concerns a matter within the jurisdiction of an agency of the United States and the making of a false, fictitious, or fraudulent certification may render the maker subject to prosecution under section 1001, title 18, United States Code.

(b) The Offeror shall provide immediate written notice to the Contracting Officer if, at any time prior to contract award, the Offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

(c) A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under this solicitation. However, the certification will be considered in connection with a determination of the Offeror's responsibility. Failure of the Offeror to furnish a certification or provide such additional information as requested by the Contracting Officer may render the Offeror nonresponsible.

(d) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of an Offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

(e) The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Offeror knowingly rendered an erroneous certification, in addition to other remedies available to the Government, the Contracting Officer may terminate the contract resulting from this solicitation for default.

52.219-1 SMALL BUSINESS PROGRAM REPRESENTATIONS - ALT. I (APR 2002)

(a)(1) The North American Industry Classification System (NAICS) code for this acquisition is 115310.

(2) The small business size standard is based on the average annual receipts for the preceding 3 fiscal years not exceeding \$15 Million.

(3) The small business size standard for a concern which submits an offer in its own name, other than on a construction or service contract, but which proposes to furnish a product which it did not itself manufacture, is 500 employees.

(b) "Representations". (1) The offeror represents as part of its offer that it _____ is, _____ is not a small business concern.

(2) *(Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.)*

The offeror represents, for general statistical purposes, that it _____ is, _____ is not, a small disadvantaged business concern as defined in 13 CFR 124.1002..

(3) *(Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.)*

The offeror represents as part of its offer that it _____ is, _____ is not a women-owned small business concern.

(4) *(Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.)*

The offeror represents as part of its offer that it _____ is, _____ is not a veteran-owned small business concern.

(5) *(Complete only if the offeror represented itself as a veteran-owned small business concern in paragraph (b)(4) of this provision.)* The offeror represents as part of its offer that it _____ is, _____ is not a service-disabled veteran-owned small business concern.

(6) *(Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.)*

The offeror represents as part of its offer that it _____ is, _____ is not a women-owned small business concern. that--

(i) It _____ is, _____ is not a HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration, and no material change in ownership and control, principal office of ownership, or HUBZone employee percentage has occurred since it was certified by the Small Business Administration in accordance with 13 CFR Part 126; and

(ii) It _____ is, _____ is not a joint venture that complies with the requirements of 13 CFR Part 126, and the representation in paragraph (b)(4)(i) of this provision is accurate for the HUBZone small business concern or concerns that are participating in the joint venture. [*The offeror shall enter the name or names of the HUBZone small business concern or concerns that*

are participating in the joint venture:

_____.] Each HUBZone small business concern participating in the joint venture shall submit a separate signed copy of the HUBZone representation.

(c) "Definitions". As used in this provision -

"Service-disabled veteran-owned small business concern" -

(1) Means a small business concern --

(i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and

(ii) The management and daily business operations of which are controlled by one or more service-disabled veterans, or in the case of a veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.

(2) Service-disabled veteran means a veteran, as defined in 38 U.S.C. 101(2)), with a disability that is service-connected, as defined in 38 U.S.C. 101(16).

"Small business concern," as used in this provision, means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR Part 121 and the size standard in paragraph (a) of this provision.

"Veteran-owned small business concern," means a small business concern --

(1) Not less than 51 percent of which is owned by one or more veterans (as defined at 38 U.S.C. 101(2)) or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; and

(2) The management and daily business operations of which are controlled by one or more veterans.

"Women-owned small business concern," as used in this provision, means a small business concern --

(1) That is at least 51 percent owned by one or more women; or in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and

(2) Whose management and daily business operations are controlled by one or more women.

(d) "Notice." (1) If this solicitation is for supplies and has been set aside, in whole or in part, for small business concerns, then the clause in this solicitation providing notice of the set-aside contains restrictions on the source of the end items to be furnished.

(2) Under 15 U.S.C. 645(d), any person who misrepresents a firm's status as a small business concern in order to obtain a contract to be awarded under the preference programs established pursuant to sections 8(a), 8(d), 9, or 15 of the Small Business Act or any other provision of Federal law that specifically references section 8(d) for a definition of program eligibility, shall--

(i) Be punished by imposition of fine, imprisonment, or both;

(ii) Be subject to administrative remedies, including suspension and debarment; and

(iii) Be ineligible for participation in programs

conducted under the authority of the Act.

52.219-2 EQUAL LOW BIDS

(OCT 1995)

(a) This provision applies to small business concerns only.

(b) The bidder's status as a labor surplus area (LSA) concern may affect entitlement to award in case of tie bids. If the bidder wishes to be considered for this priority, the bidder must identify, in the following space, the LSA in which the costs to be incurred on account of manufacturing or production (by the bidder or the first-tier subcontractors) amount to more than 50 percent of the contract price.

(c) Failure to identify the labor surplus area as specified in paragraph (b) of this provision will preclude the bidder from receiving priority consideration. If the bidder is awarded a contract as a result of receiving priority consideration under this provision and would not have otherwise received award, the bidder shall perform the contract or cause the contract to be performed in accordance with the obligations of an LSA concern.

52.222-22 PREVIOUS CONTRACTS AND COMPLIANCE REPORTS
1999)

(FEB

The offeror represents that -

(a) It _____ has, _____ has not participated in a previous contract or subcontract subject the Equal Opportunity clause of this solicitation;

(b) It _____ has, _____ has not, filed all required compliance reports; and

(c) Representations indicating submission of required compliance reports, signed by proposed subcontractors, will be obtained before subcontract awards.

52.222-25 AFFIRMATIVE ACTION COMPLIANCE

(FEB 1999)

The offeror represents that --

(a) It _____ has developed and has on file, _____ has not developed and does not have on file, at each establishment, affirmative action programs required by the rules and regulations of the Secretary of Labor (41 CFR 60-1 and 60-2); or

(b) It _____ has not previously had contracts subject to the

written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.

52.222-38 COMPLIANCE WITH VETERANS' EMPLOYMENT (DEC 2001)
REPORTING REQUIREMENTS

52.223-13 CERTIFICATION OF TOXIC CHEMICAL RELEASE REPORTING
(AUG 2003)

(a) Executive Order 13148, of April 21, 2000, Greening the Government through Leadership in Environmental Management, requires submission of this certification as a prerequisite for contract award.

(b) By signing this offer, the offeror certifies that-

(1) As the owner or operator of facilities that will be used in the performance of this contract that are subject to the filing and reporting requirements described in section 313 of the Emergency Planning and Community Right-to-Know Act of 1986 (EPCRA) (42 U.S.C. 11023) and section 6607 of the Pollution Prevention Act of 1990 (PPA) (42 U.S.C. 13106), the offeror will file and continue to file for such facilities for the life of the contract the Toxic Chemical Release Inventory Form (Form R) as described in sections 313(a) and (g) of EPCRA and section 6607 of PPA; or

(2) None of its owned or operated facilities to be used in the performance of this contract is subject to the Form R filing and reporting requirements because each such facility is exempt for at least one of the following reasons: [*Check each block that is applicable.*]

(i) The facility does not manufacture, process, or otherwise use any toxic chemicals listed in 40 CFR 372.65;

(ii) The facility does not have 10 or more full-time employees as specified in section 313(b)(1)(A) of EPCRA, 42 U.S.C. 11023(b)(1)(A);

(iii) The facility does not meet the reporting thresholds of toxic chemicals established under section 313(f) of EPCRA, 42 U.S.C. 11023(f) (including the alternate thresholds at 40 CFR 372.27, provided an appropriate certification form has been filed with EPA);

(iv) The facility does not fall within the following Standard Industrial Classification (SIC) codes or their corresponding North American Industry Classification System sectors:

(A) Major group code 10 (except 1011, 1081, and 1094.

(B) Major group code 12 (except 1241).

(C) Major group codes 20 through 39.

(D) Industry code 4911, 4931, or 4939 (limited to facilities that combust coal and/or oil for the purpose of generating power for distribution in commerce).

(E) Industry code 4953 (limited to facilities regulated under the Resource Conservation and Recovery Act, Subtitle C (42 U.S.C. 6921, *et seq.*), or 5169, or 5171, or 7389 (limited to facilities primarily engaged in solvent recovery services on a

contract or fee basis); or

[] (v) The facility is not located in the United States or its outlying areas.

52.225-2

BUY AMERICAN ACT CERTIFICATE

(MAY 2000)

(a) The offeror certifies that each end product, except those listed in paragraph (b) of this provision, is a domestic end product and that the offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States. The offeror shall list as foreign end products those end products manufactured in the United States that do not qualify as domestic end products. The terms "component," "domestic end product," "end product," "foreign end product," and "United States" are defined in the clause of this solicitation entitled "Buy American Act - Supplies."

(b) Foreign End Products:

Line Item No.	Country of Origin
---------------	-------------------

_____	_____
_____	_____
_____	_____

(List as necessary)

(c) The Government will evaluate offers in accordance with the policies and procedures of Part 25 of the Federal Acquisition Regulation.

K.1.0 SIGNATURE EXTENSION

If offeror is a partnership and/or a joint venture, all persons involved in it are required to sign as contractors. Signatures shall be provided below:

By _____	By _____
_____	_____
Title _____	Title _____
_____	_____
Address _____	Address _____
_____	_____
_____	_____
_____	_____

K.2.0 MIGRANT SEASONAL AGRICULTURAL WORKERS PROTECTION
REGISTRATION

If applicable, a valid U.S. Department of Labor
Registration number must be supplied within five (5) days
after date of award. Failure to provide such number is
grounds for contract termination.

Application for numbers should be made on Form WH-510,
Application for a Farm Labor Contractor Certificate of
Registration, which should be available at your State
Employment Service Offices or your nearest U.S.
Department of Labor Office. Further information may be
obtained from:

U.S. Department of Labor Telephone: (415) 975-
4550/4561
Wage and Hour Division
71 Stevenson Street, Suite 930
San Francisco, CA 94105

Registration Number: _____
(Migrant Seasonal Agricultural Workers Protection Act)

SECTION L - INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS

52.204-6 DATA UNIVERSAL NUMBERING SYSTEM (DUNS) NUMBER (OCT 2003)

(a) The offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation "DUNS" or "DUNS+4" followed by the DUNS number or "DUNS+4" that identifies the offeror's name and address exactly as stated in the offer. The DUNS number is a nine-digit number assigned by Dun and Bradstreet, Inc. The DUNS+4 is the DUNS number plus a 4-character suffix that may be assigned at the discretion of the offeror to establish additional CCR records for identifying alternative Electronic Funds Transfer (EFT) accounts (see Subpart 32.11) for the same parent concern.

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

(1) An offeror may obtain a DUNS number-

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

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

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

(i) Company legal business name.

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

(iii) Company physical street address, city, state and Zip Code.

(iv) Company mailing address, city, state and Zip Code (if separate from physical).

(v) Company telephone number.

(vi) Date the company was started.

(vii) Number of employees at your location.

(viii) Chief executive officer/key manager.

(ix) Line of business (industry).

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

52.214-1 SOLICITATION DEFINITIONS - SEALED BIDDING
1987)

(JUL

"Government" means United States Government.

"Offer" means "bid" in sealed bidding.

"Solicitation" means an invitation for bids in sealed bidding.

52.214-3 AMENDMENTS TO INVITATIONS FOR BIDS (DEC 1989)

(a) If this solicitation is amended, then all terms and conditions which are not modified remain unchanged.

(b) Bidders shall acknowledge receipt of any amendment to this solicitation (1) by signing and returning the amendment, (2) by identifying the amendment number and date in the space provided for this purpose on the form for submitting a bid, (3) by letter or telegram, or (4) by facsimile, if facsimile bids are authorized in the solicitation. The Government must receive the acknowledgment by the time and at the place specified for receipt of bids.

52.214-4 FALSE STATEMENTS IN BIDS (APR 1984)

Bidders must provide full, accurate, and complete information as required by this solicitation and its attachments. The penalty for making false statements in bids is prescribed in 18 U.S.C. 1001.

52.214-5 SUBMISSION OF BIDS (MAR 1997)

(a) Bids and bid modifications shall be submitted in sealed envelopes or packages (unless submitted by electronic means) (1) addressed to the office specified in the solicitation and (2) showing the time and date specified for receipt, the solicitation number, and the name and address of the bidder.

(b) Bidders using commercial carrier services shall ensure that the bid is addressed and marked on the outermost envelope or wrapper as prescribed in subparagraphs (a)(1) and (2) of this provision when delivered to the office specified in the solicitation.

(c) Telegraphic bids will not be considered unless authorized by the solicitation; however, bids may be modified or withdrawn by written or telegraphic notice.

(d) Facsimile bids, modifications, or withdrawals, will not be considered unless authorized by the solicitation.

(e) Bids submitted by electronic commerce shall be considered only if the electronic commerce method was specifically stipulated or permitted by the solicitation.

52.214-6 EXPLANATION TO PROSPECTIVE BIDDERS (APR 1984)

Any prospective bidder desiring an explanation or interpretation of the solicitation, drawings, specifications, etc., must request it in writing soon enough to allow a reply to reach all prospective bidders before the submission of their bids. Oral explanations or instructions given before the award of a contract will not be binding. Any information given a prospective bidder concerning a solicitation will be furnished promptly to all other prospective bidders as an amendment to the solicitation, if that information is necessary in submitting bids or if the lack of it would be prejudicial to other prospective bidders.

52.214-7 LATE SUBMISSIONS, MODIFICATIONS, AND WITHDRAWALS OF BIDS (NOV 1999)

(a) Bidders are responsible for submitting bids, and any modifications or withdrawals, so as to reach the Government office designated in the invitation for bids (IFB) by the time specified in the IFB. If no time is specified in the IFB, the time for receipt is 4:30 p.m., local time, for the designated Government office on the date that bids are due.

(b)(1) Any bid, modification, or withdrawal received at the Government office designated in the IFB after the exact time specified for receipt of bids is "late" and will not be considered unless it is received before award is made, the Contracting Officer determines that accepting the late bid would not unduly delay the acquisition; and--

(i) If it was transmitted through an electronic commerce method authorized by the IFB, it was received at the initial point of entry to the Government infrastructure not later than 5:00 p.m. one working day prior to the date specified for receipt of bids; or

(ii) There is acceptable evidence to establish that it was received at the Government installation designated for receipt of bids and was under the Government's control prior to

the time set for receipt of bids.

(2) However, a late modification of an otherwise successful bid that makes its terms more favorable to the Government, will be considered at any time it is received and may be accepted.

(c) Acceptable evidence to establish the time of receipt at the Government installation includes the time/date stamp of that installation on the bid wrapper, other documentary evidence of receipt maintained by the installation, or oral testimony or statements of Government personnel.

(d) If an emergency or unanticipated event interrupts normal Government processes so that bids cannot be received at the Government office designated for receipt of bids by the exact time specified in the IFB and urgent Government requirements preclude amendment of the IFB, the time specified for receipt of bids will be deemed to be extended to the same time of day specified in the solicitation on the first work day on which normal Government processes resume.

(e) Bids may be withdrawn by written notice received at any time before the exact time set for receipt of bids. If the IFB authorizes facsimile bids, bids may be withdrawn via facsimile received at any time before the exact time set for receipt of bids, subject to the conditions specified in the provision at 52.214-31, Facsimile Bids. A bid may be withdrawn in person by a bidder or its authorized representative if, before the exact time set for receipt of bids, the identity of the person requesting withdrawal is established and the person signs a receipt for the bid.

52.214-9 FAILURE TO SUBMIT BID

(JUL

1995)

Recipients of this solicitation not responding with a bid should not return this solicitation, unless it specifies otherwise. Instead, they should advise the issuing office by letter, postcard, or established electronic commerce methods, whether they want to receive future solicitations for similar requirements. If a recipient does not submit a bid and does not notify the issuing office that future solicitations are desired, the recipient's name may be removed from the applicable mailing list.

52.214-10 CONTRACT AWARD - SEALED BIDDING
1990)

(JUL

(a) The Government will evaluate bids in response to this solicitation without discussions and will award a contract to the responsible bidder whose bid, conforming to the solicitation, will be most advantageous to the Government considering only price and the price-related factors specified elsewhere in the solicitation.

(b) The Government may (1) reject any or all bids, (2) accept other than the lowest bid, and (3) waive informalities or minor irregularities in bids received.

(c) The Government may accept any item or group of items of a bid, unless the bidder qualifies the bid by specific limitations. Unless otherwise provided in the Schedule, bids may be submitted for quantities less than those specified. The Government reserves the right to make an award on any item for a quantity less than the quantity offered, at the unit prices offered, unless the bidder specifies otherwise in the bid.

(d) A written award or acceptance of a bid mailed or otherwise furnished to the successful bidder within the time for acceptance specified in the bid shall result in a binding contract without further action by either party.

(e) The Government may reject a bid as nonresponsive if the prices bid are materially unbalanced between line items or subline items. A bid is materially unbalanced when it is based on prices significantly less than cost for some work and prices which are significantly overstated in relation to cost for other work, and if there is a reasonable doubt that the bid will result in the lowest overall cost to the Government even though it may be the low evaluated bid, or if it is so unbalanced as to be tantamount to allowing an advance payment.

52.214-12 PREPARATION OF BIDS

(APR 1984)

(a) Bidders are expected to examine the drawings, specifications, Schedule, and all instructions. Failure to do so will be at the bidder's risk.

(b) Each bidder shall furnish the information required by the solicitation. The bidder shall sign the bid and print or type

its name on the Schedule and each continuation sheet on which it makes an entry. Erasures or other changes must be initialed by the person signing the bid. Bids signed by an agent shall be accompanied by evidence of that agent's authority, unless that evidence has been previously furnished to the issuing office.

(c) For each item offered, bidders shall (1) show the unit price, including, unless otherwise specified, packaging, packing, and preservation and (2) enter the extended price for the quantity of each item offered in the "Amount" column of the Schedule. In case of discrepancy between a unit price and an extended price, the unit price will be presumed to be correct, subject, however, to correction to the same extent and in the same manner as any other mistake.

(d) Bids for supplies or services other than those specified will not be considered unless authorized by the solicitation.

(e) Bidders must state a definite time for delivery of supplies or for performance of services, unless otherwise specified in the solicitation.

(f) Time, if stated as a number of days, will include Saturdays, Sundays, and holidays.

52.216-1 TYPE OF CONTRACT

(APR 1984)

The Government contemplates award of an indefinite-delivery, indefinite-quantity type of contract resulting from this solicitation.

52.232-15 PROGRESS PAYMENTS NOT INCLUDED

(APR 1984)

52.233-2 SERVICE OF PROTEST (AUG 1996) - DEP. OF INT. (DEV.)
(JUL 1996)

(a) Protests, as defined in section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the General Accounting Office (GAO), shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from Bureau of Land Management, Oregon State Office, Branch of Procurement Management, 333 S.W. First Avenue, Portland, Oregon, 97204.

(b) The copy of any protest shall be received in the office designated above on within one day of filing a protest with the GAO.

(c) A copy of the protest served on the Contracting Officer shall be simultaneously furnished by the protester to the Department of Interior Assistant Solicitor for Procurement and Patents, 1849 C Street, NW, Room 6511, Washington, D.C. 20240.

52.237-1 SITE VISIT (APR 1984)

Only one pre-bid conference and site visit of the work site will be conducted by the Bureau of Land Management.

(a) The Bureau of Land Management's site visit has been scheduled for July 22, 2004 at 8:00 a.m., local time.

(c) Participants will meet at Medford District Office, 3040 Biddle Road, Medford, OR.

Offerors or quoters are urged and expected to inspect the site where services are to be performed and to satisfy themselves regarding all general and local conditions that may affect the cost of contract performance, to the extent that the information is reasonably obtainable. In no event shall failure to inspect the site constitute grounds for a claim after contract award.

52.252-1 SOLICITATION PROVISIONS INCORPORATED BY REF. (FEB 1998)

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its quotation or offer in lieu of submitting the full text of those provisions, the offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Upon request, the Contracting Officer will make their full text available. Also, the full text of a solicitation provision may be accessed electronically at this address: www.arnet.gov/far

52.252-5 AUTHORIZED DEVIATIONS IN PROVISIONS (APR 1984)

(a) The use in this solicitation of any Federal Acquisition Regulation (48 CFR Chapter 1) provision with an authorized deviation is indicated by the addition of "(DEVIATION)" after the date of the provision.

(b) The use in this solicitation of any Department of the Interior Acquisition Regulation (48 CFR Chapter 14) provision with an authorized deviation is indicated by the addition of "(DEVIATION)" after the name of the regulation.

L.1.0 BID SUBMITTAL

L.1.1 Electronic Submittal. Electronic bids are not currently acceptable through FedBizOpps (FBO). Therefore, submit your bid either by mailing or hand carrying it to the proper address shown in L.1.2.

L.1.2 Hard Copy Submittal - When submitting a bid, each envelope (including express mail pouches) must be sealed, marked with the solicitation number and addressed as follows:

Mail bid to:

Bureau of Land Management
Branch of Procurement
Management
333 S.W. First Avenue, 4th Floor
Floor
Portland, OR 97204

Hand carry bid to:

Bureau of Land Management
Land Office
333 S.W. First Avenue, 1st
Portland, OR 97204