

AWARD DATA

Orders May Be Placed Through 3/31/05

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

Ordering Agencies:

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

Ordering procedures:

Both price and past performance for all four contracts must be considered prior to placement of each task order (see FAR 16.505 and contract clause F.4.0). BLM's past performance evaluations are set forth in the following table. Maximum order limitations (MOLs) for each contractor are shown below. Prices on task orders should be compared by subitem, since awards were made by subitem and not all contractors received award on all subitems.

BLM Contract No. HAC018N00 Jack Brown & Sons Inc. 2436 Watson Street Klamath Falls, OR 97603-7197 Contact: Jack Brown, 541-882-9471 MOL is \$5,000,000/task order 30-day MOL is \$1,000,000 *Outstanding	BLM Contract No. HAC018P00 Grayback Forestry Inc. PO Box 838 Merlin, OR 97532-0838 Contact: Michael Wheelock, 541-476-0033 MOL is \$100,000/task order 30-day MOL is \$100,000 *Outstanding
BLM Contract No. HAC018Q00 Miller Timber Services Inc. 24745 Alsea Hwy., P.O. Box 638 Philomath, OR 97370-0638 Contact: Susan Neuman, 541-929-2840 MOL is \$100,000/task order 30-day MOL is \$50,000 *Good	BLM Contract No. HAC018R00 Kornish Forest Contracting Inc. 19372 Piute Circle Bend, OR 97702-8950 Contact: David Kornish, 541-388-2285 MOL is \$85,000/task order 30-day MOL is \$85,000 *Excellent

BLM contact:

Sherry A. Marshall, Contracting Officer 503-808-6217

For wage determination and contractors' technical approach, contact:

Jessica Swigert 503-808-6226

All modifications have been incorporated into text.

*Past performance definitions:

Outstanding -- Very comprehensive, in depth, work. Consistently meets standards with no

omissions. Consistently high quality performance can be expected.

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

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

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

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

SECTION B - SCHEDULE OF ITEMS

This is a four-year indefinite-delivery, indefinite-quantity contract for the services specified. Offers shall be submitted for all treatments listed below for which the offeror wishes to be considered for task orders. These prices will be used to determine the price for each task order. See F.4.0. The quantities listed are the estimated amounts of each treatment anticipated to be ordered throughout the contract. In accordance with Department of the Interior and Related Agencies Appropriation Act, 2001, Public Law 106-291, Contracting Officers from the Bureau of Indian Affairs, Fish and Wildlife Service, National Park Service and USDA, Forest Service are hereby authorized to issue task/delivery orders against this contract. Offers shall enter a unit price for each subitem for which the offeror wishes to be considered for task orders, then multiply the unit price by the estimated quantity to obtain the total amount. Quantities listed below are a standard portion of the estimated quantities, for evaluation purposes only.

<u>Subitem No.</u>	<u>Description</u>	<u>Est. Qty.</u>	<u>Unit</u>	<u>Unit Price</u>	<u>Total Amount</u>
A	Mechanical Precommercial Thinning with Pine Group Selection	2000	AC	\$_____	\$_____
B	Mechanical Woodland Maintenance	2000	AC	\$_____	\$_____
C	Mechanical Plantation Maintenance	1500	AC	\$_____	\$_____
D	Mechanical Scalping	600	AC	\$_____	\$_____
E	Mechanical Chipping	700	AC	\$_____	\$_____

AC = Acre
 Est. = Estimated
 Qty. = Quantity

The North American Industry Classification System (NAICS) code for this acquisition is 113310.

SECTION B - SCHEDULE OF ITEMS (continued)

PERFORMANCE TIME:

- Subitem A: One (1) calendar day for each 1.7 acres per task order.
- Subitem B: One (1) calendar day for each 1.5 acres per task order.
- Subitem C: One (1) calendar day for each 2.0 acres per task order.
- Subitem D: One (1) calendar day for each 1.5 acres per task order.
- Subitem E: One (1) calendar day for each 2.2 acres per task order.

MINIMUM GUARANTEE

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

MAXIMUM ORDER LIMITATION

The Contractor's maximum order limitation is set forth above for task orders. All task orders will be placed no later than March 30, 2005. The date of the order placed by the Government will determine the prices for each year as specified above. The total value of all task orders of all awarded contracts will not exceed \$5,000,000.

The Contractor may limit the maximum dollar value of task orders it is willing to accept from all ordering offices within a 30-calendar day period. The Contractor's maximum order limitation for a 30-calendar day period is set forth above.

THIS PROCUREMENT IS A SET ASIDE FOR SMALL BUSINESS CONCERNS.

REFER TO SECTION I, CLAUSES:

- 52.216-18 ORDERING
- 52.216-19 TASK ORDER LIMITATIONS
- 52.216-22 INDEFINITE QUANTITY
- 1452.228-70 LIABILITY INSURANCE (NOTE: Liability Insurance is required)

SECTION C - SPECIFICATIONS APPLICABLE TO INDEFINITE-DELIVERY,
INDEFINITE-QUANTITY MAINTENANCE CONTRACT

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 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 and E* - These stands are variable in stand structure (tree height, tree diameter, species composition, and number of trees per acre) due to numerous natural disturbances and topography. Acceptable crop tree spacing will be variable and based on tree species, size, and quality. As a result, types of work situations encountered will differ. Non-merchantable conifer trees shall be cut between merchantable conifers. Conifers and hardwoods shall be thinned. Conifer seedlings and saplings shall be released by cutting most small diameter hardwoods and shrubs away from them.

C.1.2.2 *Subitem No. B* - These stands are 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 and chipping 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 *Subitems No. C and D* - 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 45 years. These units were planted with conifers along with natural seeding. Silvicultural practices including conifer planting, spot and broadcast burning, scarification, herbicides for grass and brush control, scalping/mulching, gopher control methods and seedling protection have been used to insure survival of the young seedlings.

C.1.3 Scope

C.1.3.1 Scientific research and empirical data supports the concept that overstocked stands 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, chipping and scalping of vegetation. 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 20 to 80 years old) shall be cut between merchantable conifers. Conifers and hardwoods shall be thinned to release conifers. Conifer seedlings and saplings shall be released by cutting most small diameter hardwoods and shrubs away from them.

C.1.4 Applicable Directives for Project - The proposed project work shall be done in accordance with the Medford District Record of Decision (ROD) and Resource Management Plan (RMP), June 1995. This RMP incorporates the earlier ROD for Amendments to Forest Service and Bureau of Land Management Planning Documents Within the Range of the Northern Spotted Owl and the Standards and Guidelines for Late-Successional and Old-Growth Forest Related Species Within the Range of the Northern Spotted Owl. The specifications are written in compliance with these directives.

C.1.5 Description of Project Units - Project units will be between 2,000 and 6,000 foot elevation. Topography being moderate, is 10% to 45%.

C.1.6 Location of Project Units - The work will be primarily performed in Jackson County, Oregon.

C.1.7 Boundaries - Unit boundaries are marked by red and yellow 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. Mechanical equipment is not permitted on rocked, oiled or paved roads.

C.1.8.2 Contractors accessing project areas via private land shall obtain permission from the landowner to travel over private lands before proceeding to start work on any project unit accessed through private land. The Contractor shall provide the Government a

written statement or written documentation of verbal approval given by a named person on a stated date and time, that the Contractor has been granted permission to travel over private lands.

- C.1.8.3 If an all-terrain vehicle is used, it shall be of such design that it will travel over rough, uneven terrain and not create wheel ruts and channels. The vehicle shall be approved by the Contracting Officer's Representative (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.
- C.1.10 Sequence of Work - The sequence of work will be determined by the COR at the prework 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 may be present within the project sites, but are included in the acreage for payment.
 - C.1.11.3 A tree used as a bearing tree 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.1.11.4 All mechanized equipment operations shall be limited to 35 percent slopes with allowances to 45 percent for short pitches up to 300'. All operations on granitic soils shall be limited to 25 percent slopes with allowances to 35 percent for short pitches up to 300'.
 - C.1.11.5 All trails or road established as part of the operation shall be blocked where they meet the main transportation system.
- C.1.12 Special Treatment Requirements
 - C.1.12.1 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 leaf 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.1.12.2 Any landslide shall be treated as a riparian reserve. All landslides shall receive a 25-foot no-treatment zone around the periphery of the slide.
- C.1.12.3 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.1.12.4 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.1.12.5 There is approximately one (1) acre of no-treatment zone area for every ten (10) acres treated on Subitems No. A, B, C, and E. The locations of no-treatment zone areas will be identified by the COR. No-treatment zone areas for Subitem No. D will be identified on project maps.
- C.1.12.6 The COR may identify additional individual leave trees or reserve areas within unit boundaries.
- C.1.13 Restrictions on Work - Work may be performed at any time during the period of the contract, except as outlined below. Nothing in this part shall be construed to limit any rights under the Suspension of Work Clause. Restrictions are as follows:
- a. In accordance with State wildfire guidelines and procedures.
 - b. When adverse weather could result in soil damage by operating equipment on the project units or that continued vehicle travel could cause unacceptable road damage. This is determined by the COR based on seasonal or event situations.
 - c. No equipment disturbance within no-treatment zones.

C.2.0 DEFINITIONS

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

- a. Minimum 4-inch terminal leader with at least the top 30 percent of the tree containing live limbs.
- b. Non-chlorotic, light or dark green with very little or no yellowish tint.
- c. Undamaged top.
- d. Free of visible 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 one (1) foot 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 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.

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.

Hardwood - A broad-leafed tree which usually has a single, well-defined trunk and/or attains a height of greater than 20 feet. Includes, but not limited to, species such as alder, big leaf maple, madrone, chinkapin and oak species. Sprouting hardwood species may be in the form of multi-stemmed clumps.

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

Leave Trees - Trees designated not to be cut. May include conifer or hardwood trees with less than or equal to three(3) sprouts of common origin.

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

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

Mechanical Scalping - The removal of all brush and nonwoody vegetation down to mineral soil from within a circular area and to a specified radius.

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

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

No-Treatment Zones

- a. 50 feet of each side of known fish-bearing streams as identified on task order maps.
- b. 25 feet of each side of non fish-bearing streams as identified on task order maps.
- c. Within 25 feet of any spring or seep.
- d. Within any existing no-cut buffer from previous management operations.
- e. On any area within riparian reserve greater than 35 percent slopes.

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

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 - Mechanical Precommercial Thinning with Pine Group Selection

- a. Conifers less than ten (10) inches DBH located within specified distance of an acceptable crop tree.
- b. All black oak and white oak, less than six (6) inches DBH and all Pacific madrone and canyon live oak less than 12 inches DBH located within specified distance of a selected leave or reserved hardwood tree.
- c. All shrubs at least one (1) foot in height as measured from the base to the end of the stem and located within specified spacing of a selected or reserved leave tree, leave shrub, or leave shrub clump.

Subitem No. B - Mechanical Woodland Maintenance

- a. Conifers less than ten (10) inches DBH located within specified distance of an acceptable crop tree.
- b. All hardwoods less than six (6) inches DBH (except Pacific madrone), and all Pacific madrone less than ten (10) inches DBH located within specified distance of a selected leave or reserved hardwood tree.
- c. All shrubs at least one (1) foot in height as measured from the base to the end of the stem and located within specified spacing of a selected or reserved leave tree, leave shrub, or leave shrub clump.

Subitem No. C - Mechanical Plantation Maintenance

- a. Conifers less than ten (10) inches DBH located within specified distance of an acceptable crop tree.
- b. All hardwoods less than seven (7) inches DBH located within specified distance of a selected leave or reserved hardwood tree.
- c. All shrubs at least one (1) foot in height as measured from the base to the end of the stem and located within specified spacing of a selected or reserved leave tree, leave shrub, or leave shrub clump.

Subitem No. D - Mechanical Scalping

- a. All nonwoody vegetation located within a specified radius and spacing.
- b. All brush located within a specified radius and spacing.

Subitem No. E - Mechanical Chipping

- a. Slash depths greater than (12) inches in height.
- b. Slash length greater than (3) feet.
- c. Damaged trees less than 10 inches DBH.
- d. All shrubs at least one (1) 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, radius scalping and precommercial thinning services in accordance with the specifications, terms and conditions contained herein.

C.3.2 Equipment Requirements Equipment shall be furnished on a fully-operational basis, with a competent, fully-qualified operator. The equipment shall be a track-mounted excavator which meets the following specifications:

- a. Machine shall be hydraulically operated, including cutter head.
- b. Ground pressure shall not exceed 8 psi.
- c. Machine width shall not exceed 11.5 feet.
- d. Machine shall be free of fluid leaks and have hoses in good operating condition.
- e. All equipment shall be cleaned prior to operation on Government lands. All dirt, grease, and plant parts shall be removed.

C.3.3 Contractor shall furnish two (2) warning signs to be placed on roadside prior to entrance of work area. Signs shall be a minimum of three (3) feet by three (3) feet in dimension and shall warn of possibility of flying debris.

C.3.4 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 (3) 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 Contractor shall perform inspection plots at a minimum of at least a five-percent sample (1-1/20 acre (26.3 foot radius horizontal distance) plot for each acre) recorded on field inspections cards for each project unit. 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 - Mechanical Precommercial Thinning with Pine Group Selection

C.5.2.1 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.

C.5.2.2 Outside and between group selection areas

- a. Outside of pine group selection areas, acceptable crop trees shall be selected to result in an average 12-foot spacing when crop trees are less than one (1) inch DBH, an average 18-foot spacing when crop trees are between 1.1 inch and four (4) inches DBH, and an average 27-foot spacing when conifer crop trees are between 4.1 and ten (10) inches DBH. All conifers greater than ten (10) 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 \pm 25 percent in order to select the best acceptable 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.

Selected crop trees shall be spaced a minimum of 18 feet from acceptable crop trees larger than ten (10) inches DBH. Cut all surplus conifers.

- b. Hardwoods shall be selected to an average 45-foot spacing. Spacing may be varied ± 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 surplus hardwoods. Hardwoods greater than eight (8) inches DBH shall not be cut or damaged, and shall not be considered in spacing.
- c. When the distance between leave trees exceeds the above spacing criteria for acceptable crop trees and hardwoods, leave shrubs or leave shrub clumps shall be selected. Spacing shall be 20 feet as measured from the stem or clump center. Spacing may be varied ± 25 percent in order to select the best leave shrub or leave shrub clump. Include any live shrub or shrub clump that is at least one (1) foot tall and three (3) to ten (10) feet in crown diameter as measured from the center of clump. Leave shrubs and leave shrub clumps shall be selected in approximately equal number when both are present. Species preference 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. B - Mechanical Woodland Maintenance

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

C.5.3.2 Acceptable pine or cedar crop trees between one (1) and ten (10) inches DBH shall be mechanically thinned to an average 25-foot spacing between stems, ± 25 percent for individual trees. The overall spacing of 25' x 25' shall be maintained. The species preference is pine. The largest or most vigorous trees shall be selected for retention. Conifers greater than seven (7) inches DBH shall not be cut or damaged, and shall not be considered in spacing.

C.5.3.3 Acceptable Douglas-fir crop trees less than ten (10) inches DBH shall be mechanically thinned to an average 100-foot spacing between stems ± 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. Conifers greater than ten (10) inches shall not be cut or damaged, and shall not be considered in spacing.

C.5.3.4 Hardwoods shall be selected to an average 25-foot spacing. Spacing may be varied ± 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) canyon live oak and 4) Pacific madrone. Mechanically cut surplus hardwoods. Hardwoods

greater than ten (10) inches DBH shall not be cut or damaged, and shall not be considered in spacing.

C.5.3.5 Mechanically cut all surplus shrubs if any part of the shrub is located under or within ten (10) feet of the crowns of selected or designated leave trees. Mechanically thin all surplus shrubs that are beyond ten (10) feet of the crowns of selected or designated leave trees to an average 25-foot spacing \pm 25 percent for individual shrubs. Shrub species to be cut shall be favored in the following order: manzanita (under 12 inches in diameter at ground level), deerbrush, wedgeleaf, silktassel, other species.

C.5.4 Subitem No. C - Mechanical Plantation Maintenance

C.5.4.1 All conifer trees larger than ten (10) inches DBH and all hardwoods greater than eight (8) inches DBH shall not be damaged or cut.

C.5.4.2 Acceptable pine trees between one (1) inch and ten (10) inches DBH shall be mechanically thinned to an average 20-foot spacing between stems. The largest or most vigorous trees shall be selected for retention. Contractor may vary the spacing \pm 25 percent in order to select the best leave trees per acre. Other conifer trees equal to or greater than ten (10) inches DBH shall be considered in meeting the spacing requirements for acceptable pine leave trees.

C.5.4.3 Acceptable Douglas-fir, white fir and incense cedar trees between one (1) and ten (10) inches DBH shall be mechanically thinned to an average 14-foot spacing between stems. The largest or most vigorous trees shall be selected for retention. Contractor may vary the spacing \pm 25 percent in order to select the best leave trees per acre. Other conifer trees equal to or greater than ten (10) inches DBH shall be considered in meeting the spacing requirements for acceptable Douglas-fir, white fir and incense cedar leave trees.

C.5.4.4 Hardwoods shall be mechanically thinned to an average 45-foot spacing. Spacing may be varied \pm 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 (7) inches DBH shall not be cut or damaged, and shall not be considered in spacing.

C.5.4.5 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 (1) foot tall and three (3) to ten (10) feet in crown diameter as measured from the center of clump. Leave shrubs and leave shrub clumps shall be selected in approximately equal number when both are present. Species preference 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. Mechanically cut all surplus vegetation.

- C.5.5 Subitem No. D - Mechanical Scalping - Mechanically scalp on a 9- foot spacing. All surplus vegetation shall be removed down to mineral soil. Spacing may be varied \pm 15 percent in order to select the best soil for scalping. Each scalp shall be a minimum of 4 feet in diameter. Contractor shall not track over completed scalps.
- C.5.6 Subitem No. E - Mechanical Chipping - These units have been previously treated (Precommercial Thinning and Understory Removal), therefore only mechanical chipping is required.
- C.5.6.1 Mechanically chip all surplus vegetation in a manner to minimize damage to leave trees.
- C.5.6.2 All surplus vegetation shall be completely severed from the stump.
- C.5.6.3 All surplus vegetation shall be felled in a manner to minimize damage to leave trees.
- C.5.6.4 All vegetation and slash shall be chipped such that no woody piece is greater than three (3) feet in length.
- C.5.6.5 Chip depth shall not be more than 12 inches above the normal plane of the ground.
- C.5.6.6 All roads designated on the project map(s) shall be kept free of surplus vegetation.
- C.5.6.7 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.5.6.8 Leave trees shall not be cut or damaged.
- C.5.7 Subitems No. A, B, C and D - Treatment of Surplus Vegetation
- C.5.7.1 All surplus vegetation shall be completely severed from the stump.
- C.5.7.2 All surplus vegetation shall be felled in a manner to minimize damage to leave trees.
- C.5.7.3 No live limbs shall be left on the stumps of any cut surplus vegetation. Stump height shall not exceed eight (8) inches measured on the uphill side.
- C.5.7.4 Cut trees, hardwoods or brush lodged in or covering a leave tree shall be dislodged or removed before chipping.
- C.5.7.5 All vegetation and slash shall be chipped such that no woody piece is greater than three (3) feet in length.
- C.5.7.6 Chip depth shall not be more than 12 inches above the normal plane of the ground.

- C.5.7.7 All roads designated on the project map(s) shall be kept free of surplus vegetation.
- C.5.7.8 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.5.7.9 Mechanically chip all slash.
- C.5.7.10 Leave trees shall not be cut or damaged.

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 will 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 3 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, 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 will 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 at least a five (5) percent 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 tree 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.
 - 6) Presence of unchipped slash.

- 7) Chip depth not in accordance with the specifications.
- 8) Proper scalp spacing- the distance from a scalp located in a quadrant to the nearest scalp located either inside or outside of the plot.
- 9) Mechanical scalps not in accordance with the specifications.

E.1.5 Work Quality Percentage (WQP)

E.1.5.1 WQPs 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 WQP 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 Work will be accepted or rejected on a unit basis.

E.2.2 Acceptable Quality Level (AQL) - A minimum AQL of 90 percent is required.

E.2.3 Unsatisfactory Work Quality

E.2.3.1 Based on inspection results, if units fall below the AQL of 90 percent, 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 AQL of 90 percent 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.2.3.2 If untreated or unsatisfactorily treated areas are the primary reason for unsatisfactory work, the area shall be reworked to obtain the AQL of 90 percent.

E.2.4 Reinspection - When units fall below the 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 AQL of 90 percent, the CO has the option of accepting the unit at the work quality percent calculated from inspection plots or of ordering the Contractor to rework the unit again. If the CO elects to accept the unit at the work quality percent 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 work quality level percentage, if any. An adjustment of 5 percent will be added to the work quality percentage for those units achieving 95 percent or better before rework. If the work quality percentage equals or exceeds 95 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 a work quality percentage of 90-94 before rework, units achieving a work quality percentage of 90-100 percent after rework (if allowed) and units accepted by the CO which do not meet the 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.

SECTION F - DELIVERIES OR PERFORMANCE

F.1.0 CONTRACT TIME

The Contractor shall begin work within 5 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.

F.3.0 PLACEMENT OF TASK ORDERS

Task orders may be placed throughout the contract by the CO at the prices listed on the Schedule of Items. COs for agencies identified on the Schedule of Items may also place orders. The CO will consider price and past performance on this contract in determining placement of subsequent task orders. When past performance histories of awarded contractor are considered relatively close, price will be a major selection factor.

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 OREGON FARM/FOREST LABOR CONTRACTOR'S LICENSE

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

Information on obtaining this license may be obtained from:

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

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

H.9.0 IMPROPER DISPOSAL OF GOVERNMENT-FURNISHED MATERIAL

H.9.1 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.9.2 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.10.0 PERFORMANCE SECURITY

H.10.1 The successful offeror shall furnish to the Contracting Officer performance security on Standard Form (SF) 25 in an amount not less than 20 percent of the minimum guarantee not to exceed \$10,000. The security shall be submitted within ten (10) days after receipt of written notification of award.

H.10.2 Performance security may be in the form of a corporate or an individual surety, certified or cashier's check, bank draft, postal money order, irrevocable letter of credit, currency or certain bonds or notes of the United States.

H.10.3 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.10.4 Each individual surety shall be submitted in accordance with Clause 52.228-11, Pledge of Assets.

H.10.5 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.10.6 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.11.0 TASK ORDER OMBUDSMAN

1510-52.216-70 - The task order contract ombudsman for this contract is: Robert Hansen, Bureau of Land Management, Oregon State Office (952), 1515 S.W. 5th Avenue, P.O. Box 2965, Portland, OR 97208; telephone number (503) 952-6216; facsimile number (503) 952-6312; and e-mail address rhansen@or.blm.gov. In accordance with FAR 16.505(b)(4), the ombudsman shall review complaints from contractors regarding contracts awarded under Solicitation Number HAB01-2015, Mechanical Fuels Treatment. 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 Circular 97-23)

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

52.202-1*	Definitions	(MAR 2001)
52.203-3	Gratuities	(APR 1984)
52.203-5	Covenant Against Contingent Fees	(APR 1984)
52.203-6	Restrictions on Subcontractor Sales to the Government	(JUL 1995)
52.203-7	Anti-Kickback Procedures	(JUL 1995)
52.203-8	Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity	(JAN 1997)
52.203-10	Price or Fee Adjustment for Illegal or Improper Activity	(JAN 1997)
52.203-12	Limitation on Payments to Influence Certain Federal Transactions (Applicable to contracts exceeding \$100,000)	(JUN 1997)
52.204-4	Printed or Copied Double-Sided on Recycled Paper	(AUG 2000)
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*	Order Limitations	(OCT 1995)
52/216-22*	Indefinite Quantity	(OCT 1995)
52.219-6	Notice of Total Small Business Set-Aside (Applicable if so noted on Schedule of Items.)	(JUL 1996)
52.219-8	Utilization of Small Business Concerns	(OCT 2000)
52.219-14*	Limitations on Subcontracting (Applicable only if project is set aside for small businesses.)	(DEC 1996)
52.222-3	Convict Labor	(AUG 1996)
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	(FEB 1999)
52.222-35	Affirmative Action for Disabled Veterans and Veterans of the Vietnam Era	(APR 1998)
52.222-36	Affirmative Action for Workers with Disabilities	(JUN 1998)
52.222-37	Employment Reports on Disabled Veterans and Veterans of the Vietnam Era	(JAN 1999)
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	(MAY 1989)
52.223-6	Drug-Free Workplace	(MAR 2001)

52.223-14	Toxic Chemical Release Reporting (Applicable if contract exceeds \$100,000.)	(OCT 1996)
52.225-1	Buy American Act - Balance of Payments Program - Supplies	(FEB 2000)
52.225-13	Restrictions on Certain Foreign Purchases	(JUL 2000)
52.227-1	Authorization and Consent	(JUL 1995)
52.227-2	Notice and Assistance Regarding Patent and Copyright Infringement	(AUG 1996)
52.228-1*	Bid Guarantee (Applicable if bonds required. See Schedule of Items.)	(SEP 1996)
52.228-5	Insurance-Work on a Government Installation (Applicable if DIAR 1452.228-70 is included.)	(JAN 1997)
52.228-2	Additional Bond Security (Applicable if bonds required. See Schedule of Items.)	(OCT 1997)
52.228-11*	Pledges of Assets (Applicable if bonds required. See Schedule of Items.)	(FEB 1992)
52.228-14	Irrevocable Letter of Credit (Applicable if bonds required. See Schedule of Items.)	(DEC 1999)
52.229-3	Federal, State, and Local Taxes	(JAN 1991)
52.229-5	Taxes - Contracts Performed in U.S. Possessions or Puerto Rico	(APR 1984)
52.232-1*	Payments	(APR 1984)
52.232-8	Discounts for Prompt Payment	(MAY 1997)
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	(MAR 2001)
52.232-34*	Payment by Electronic Funds Transfer - Other Than Central Contractor Registration	(MAY 1999)
52.233-1*	Disputes -- Alternate I (DEC 1991)	(DEC 1998)
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 Comm. Items and Comm. Components	(MAR 2001)
52.245-4*	Government-Furnished Property (Short Form)	(APR 1984)
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

(MAR 2001)

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

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

52.214-29 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 March 31, 2005.

(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 (See Schedule).

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

(3) A series of orders from the same ordering office within 30 days that together call for quantities exceeding 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 June 30, 2005.

52.219-14 LIMITATIONS ON SUBCONTRACTING

(DEC 1996)

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

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

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

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

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

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

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

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

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

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

52.228-1 BID GUARANTEE (SEP 1996)
(Applicable if 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.) (MAR 2001)

Notwithstanding any other payment clause in this contract, the Government will make invoice payments and contract financing payments under the terms and conditions specified in this clause.

Payment shall be considered as being made on the day a check is dated or the date of an electronic funds transfer. Definitions of pertinent terms are set forth in sections 2.101 and 32.902 of the Federal Acquisition Regulation. All days referred to in this clause are calendar days, unless otherwise specified. (However, see subparagraph (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 subparagraph (a)(2) and paragraph (c) of this clause, the due date for making invoice payments by the designated payment office shall be the later of the following two events:

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

(B) The 30th day after Government acceptance of supplies delivered or services performed by the Contractor. On a final invoice where the payment amount is subject to contract settlement actions, acceptance shall be deemed to have occurred 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 shall be the 30th day after the date of the Contractor's invoice; provided a proper invoice is received 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 subdivisions (a)(3)(i) through (a)(3)(viii) of this clause. If the invoice does not comply with these requirements, it shall be returned within 7 days after the date the designated billing office received the invoice, ... with a statement of the reasons why it is not a proper invoice. Untimely notification will be taken into account in computing any interest penalty owed the Contractor in the manner described in subparagraph (a)(5) of this clause.

(i) Name and address of the Contractor.

(ii) Invoice date. (The Contractor is encouraged to 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, prompt payment discount 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 be notified in event of a defective invoice.

(viii) Any other information or documentation required by the contract (such as evidence of shipment).

(ix) While not required, the Contractor is strongly encouraged to assign an identification number to each invoice.

(4) Interest penalty. An interest penalty shall be paid automatically by the designated payment office, without request from the contractor, if payment is not made by the due date and the conditions listed in subdivisions (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 when Federal Government offices are closed and Government business is not expected to be conducted, payment may be made on the following business day without incurring a late payment interest penalty.

(i) A proper invoice was received by the designated billing office.

(ii) A receiving report or other Government documentation authorizing payment was processed, 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)(i) For the sole purpose of computing an interest penalty that might be due the contractor, Government acceptance shall be deemed to have occurred constructively on the 7th day (unless otherwise specified in this contract) after the contractor delivered the supplies or performed 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. In the event that actual acceptance occurs within the constructive acceptance period, the determination of an interest penalty shall be based 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.

(b) Contract Financing Payments

(1) Due dates for recurring financing payments. If this contract provides for contract financing, request for payment shall be submitted to the designated billing office as specified in this contract or as directed by the Contracting Officer. Contract financing payments shall be made on the 30th day after receipt of a proper contract financing request by the designated billing office. In the event that an audit or other review of a specific financing request is required to ensure compliance with the terms and conditions of the contract, the designated payment office is not compelled to make payment by the due date specified.

(2) Due dates for other contract financing. For advance payments, loans, or other arrangements that do not involve recurring submissions of contract financing requests, payment shall be made in accordance with the corresponding contract terms or as directed by the Contracting Officer.

(3) Interest penalty not applicable. Contract financing payments shall not be assessed an interest penalty for payment delays.

(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.

52.232-34 PAYMENT BY ELECTRONIC FUNDS TRANSFER-- (MAY 1999)
OTHER THAN CENTRAL CONTRACTOR REGISTRATION

(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 payment due dates until such time as the Government makes payment by EFT (but see paragraph (d) of this clause).

(b) Mandatory submission of Contractor's EFT information.

(1) The Contractor is required to provide the Government with the information required to make payment by EFT (see paragraph (j) of this clause). The Contractor shall provide this information directly to the office designated in this contract to receive that information (hereafter: "designated office") by no later than 15 days prior to submission of the first request for payment. If not otherwise specified in this contract, the payment office is the designated office for receipt of the Contractor's EFT information. If more than one designated office is named for the contract, the Contractor shall provide a separate notice to each office. In the event that the EFT information changes, the Contractor shall be responsible for providing the updated information to the designated office(s).

(2) If the Contractor provides EFT information applicable to multiple contracts, the Contractor shall specifically state the applicability of this EFT information in terms acceptable to the designated office. However, EFT information supplied to a designated office shall be applicable only to contracts that identify that designated office as the office to receive EFT information for that contract.

(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.

(1) The Government is not required to make any payment under this contract until after receipt, by the designated office, of the correct EFT payment information from the Contractor. Until receipt of the correct EFT information, 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.

(2) If the EFT information changes after submission of correct EFT information, the Government shall begin using the changed EFT information no later than 30 days after its receipt

by the designated office to the extent payment is made by EFT. However, the Contractor may request that no further payments be made until the updated EFT information is implemented by the payment office. If such suspension would result in a late payment under the prompt payment terms of this contract, the Contractor's request for suspension shall extend the due date for payment by the number of days of the suspension.

(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) 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 provide the EFT information required by paragraph (j) of this clause to the designated office, and shall be paid by EFT in accordance with the terms of this clause. 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 provided 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 in the contract.

(j) EFT information. The Contractor shall provide the following information to the designated office. The Contractor may supply this data for this or multiple contracts (see paragraph (b) of this clause). The Contractor shall designate a single financial agent per contract capable of receiving and processing the EFT information using the EFT methods described in paragraph (c) of this clause.

(1) The contract number (or other procurement identification number).

(2) The Contractor's name and remittance address, as stated in the contract(s).

(3) The signature (manual or electronic, as appropriate), title, and telephone number of the Contractor official authorized to provide this information.

(4) The name, address, and 9-digit Routing Transit Number of the Contractor's financial agent.

(5) The Contractor's account number and the type of account (checking, saving, or lockbox).

(6) If applicable, the Fedwire Transfer System telegraphic abbreviation of the Contractor's financial agent.

(7) If applicable, the Contractor shall also provide the name, address, telegraphic abbreviation, and 9-digit Routing Transit Number of the correspondent financial institution receiving the wire transfer payment if the Contractor's financial agent is not directly on-line to the Fedwire Transfer System; and, therefore, not the receiver of the wire transfer payment.

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

(DEC 1998)

(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. A claim arising under a contract, unlike a claim relating to that contract, is a claim that can be resolved under a contract clause that provides for the relief sought by the claimant. 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 as required by subparagraph (d)(2) of this clause. 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, its territories, or possessions, the words "Government" and "Government-furnished" (wherever they appear in this clause) shall be construed as "United States Government" and "United States Government-furnished," respectively.

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

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

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

(a) (1) The Government may, subject to paragraphs (c) and (d) 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 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

SAMPLE PLOT CARD

WORK LOCATION MAPS

ILLUSTRATION

NOTIFICATION OF COMPLETED UNITS

Medford District

Contractor: _____

Mechanical Fuels Treatment

Task Order No. _____

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

Notes/Remarks:

Contractor's Signature

Date

SAMPLE TASK ORDER

To: Contractor

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

Contract No:
 Item Number(s):

Requesting Office: Medford District
 Task Order No:
 Task Order Date: April 5, 2001

ITEM NO.	UNIT TREATMENT	QUANTITY	UNIT	UNIT PRICE	TOTAL AMOUNT
UPPER HUMBUG #2		131 ACRES			
A	MECHANICAL PCT/PINE GROUP SELECTION	131	AC	\$0.00	\$0.00
LOWER HUMBUG #1		45 ACRES			
B	MECHANICAL WOODLAND MAINTENANCE	45	AC	\$0.00	\$0.00
DEAD INDIAN #17		16 ACRES			
C	MECHANICAL PLANTATION MAINTENANCE	16	AC	\$0.00	\$0.00
TEXTER #A		26 ACRES			
D	MECHANICAL SCALPING	26	AC	\$0.00	\$0.00
HOW BRUSHY #8A		17 ACRES			
E	MECHANICAL PLANTATION MAINTENANCE	17	AC	\$0.00	\$0.00
TOTAL					

PERFORMANCE TIME:
 ESTIMATED START WORK DATE: April 5, 2001

Accounting and Appropriation Data:

Name of Ordering Officer

Ordering Officer's Signature

Date

SAMPLE PLOT CARD

Contract:					Bid Item#	Acres:
Contractor:					Treatment Type:	
Unit Name:					Plot Size:	
Key No.			Inspector:			Date:
Plot #	NE	SE	NW	SW	Total/Plot	Remarks
1						
2						
3						
4						
5						
6						
7						
8						
9						
10						
11						
12						
13						
14						
15						
16						
17						
18						
19						
20						
Total/Acre						