

**AWARD DATA**

Orders May Be Placed Through 12/14/03

Non-Vascular Plant Surveys and Pruning, Indefinite-Delivery, Indefinite-Quantity

Ordering Agencies:

BLM OR/WA

BLM Contract No.:

HAC008D00

Contractor:

Paqué Botanical Surveys, 353 Iowa Street, Ashland, OR 97520

BLM contact:

Myrna Jungling, Contracting Officer (503) 808-6225

Contractor contact:

Josh Paqué, Botany Contractor, 541-552-0487

For contractor's technical approach, and missing information in Section I and J, contact:

Tom Fulton at 503-808-6210

All modifications have been incorporated into text.

SECTION B - SCHEDULE OF ITEMS

This is a three year indefinite-quantity, indefinite-delivery contract for the services specified. Offers shall be submitted for all survey types listed below. These prices will be used to determine the price of each task order. The quantities listed are the estimated amounts of each survey type anticipated to be ordered throughout the period of the contract. The timing of surveys is defined in the Survey Protocol in Section J. Offerors shall enter a unit price for each survey item, then multiply the unit price by the estimated quantity to obtain the total amount.

<u>Item</u>	<u>Survey Type</u>	<u>Est. Qty.</u>	<u>Unit</u>	<u>Unit Price</u>	<u>Total Amount</u>
<b>Fungi Surveys - Spring Season</b>					
<b>Late-Successional (Older) Conifer Forest Stands</b>					
A	Spring Fungi Visit #1	12,500	AC	\$ <u>7.50</u>	\$93,750.00
B	Spring Fungi Visit #2	12,500	AC	\$ <u>7.50</u>	\$93,750.00
C	Spring Fungi Visit #3	12,500	AC	\$ <u>7.50</u>	\$93,750.00
<b>Fungi Surveys - Fall Season</b>					
<b>Late-Successional (Older) Conifer Forest Stands</b>					
D	Fall Fungi Visit #1	12,500	AC	\$ <u>7.50</u>	\$93,750.00
E	Fall Fungi Visit #2	12,500	AC	\$ <u>7.50</u>	\$93,750.00
F	Fall Fungi Visit #3	12,500	AC	\$ <u>7.50</u>	\$93,750.00
<b>Lichen/Bryophyte Surveys - To be completed concurrently with fungi surveys</b>					
<b>Late-Successional (Older) Conifer Forest Stands</b>					
G	Lichen surveys	12,500	AC	\$ <u>2.50</u>	\$31,250.00
H	Bryophyte surveys	12,500	AC	\$ <u>2.50</u>	\$31,250.00
<b>Lichen/Bryophyte Surveys - not completed concurrently with fungi surveys</b>					
I	Lichen/Bryophyte surveys	12,500	AC	\$ <u>8.50</u>	\$106,250.00
J	Plant Site Sign Placement	200	ST	\$ <u>8.00</u>	\$ 1,600.00

AC = Acre  
 Est. = Estimated  
 Qty. = Quantity  
 ST = Site

Contract No. HAC008D00  
Modification No. 1  
Revised: March 7, 2001

SECTION B (continued)

PERFORMANCE TIME: 90 calendar days for each survey, not to exceed 4,000 acres per season, as indicated on the task order.

ESTIMATED START WORK DATE: October 15, 2000

THIS PROCUREMENT IS SET ASIDE FOR SMALL BUSINESS CONCERNS.

EVALUATION FOR AWARD: Award will be made on an all or none basis in accordance with Section L, Instructions, Conditions and Notices to Offeror, Clause 52.215-1, Instructions to Offerors--Competitive Acquisition and Section M, Evaluation and Award Factors.

All work will be ordered by task orders prior to December 15, 2003. Each task order must be completed before following task orders are issued unless authorized by the Contracting Officer (CO).

The Sample Task Order (See Section J) is a sample order and given for illustration only.

The minimum guarantee will be \$10,000.

The total value of the contract will not exceed \$500,000.

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

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

## SECTION C - SPECIFICATIONS APPLICABLE TO NON-VASCULAR PLANT SURVEYS

### C.1.0 GENERAL

#### C.1.1 Description of Work

- C.1.1.1 The Contractor shall provide all services necessary to search for, locate, and collect non-vascular plants (fungi, lichens and bryophytes) listed as Survey and Manage (S&M) Strategy 2 and Protection Buffer (PB) species, using the Survey Protocol for *Bondarzewia mesenterica* (=B. montana), *Otidia leporina*, *O. onotica*, *O. smithii*, *Polyozellus multiplex*, *Sarcosoma mexicana*, *Sowerbyella* (=Aleuria) *rhenana*, Version 1.3, the Survey Protocols for Protection Buffer Bryophytes, Version 2.0, and Survey Protocol for Component 2 Lichen *Pseudocyphellaria rainierensis*, Version 2.0. (See Section J). Field data shall be collected on proposed project units in the Glendale Resource Area, Medford District, Bureau of Land Management (BLM). Surveys will occur in primarily forested habitat in units proposed for timber harvest activities.
- C.1.1.2 Project units shall be surveyed seasonally for fungi, once in the fall and once in the spring (Each season is a separate item on the Schedule of Items in Section B). Three entries (visits) per season per acre shall be required, weather permitting as defined in the protocols, for spring and fall fungi. Lichens and bryophytes will be surveyed in the same time period as the fungi, and may be surveyed for during one of the fungi visits, or during a separate visit, at the discretion of the Contractor. Generally, lichens will be surveyed in the spring, and bryophytes in the fall.
- C.1.1.3 There are an estimated 4,000 acres of proposed surveys per fruiting season (two seasons per year; one in the fall and one in the spring). Survey units are primarily late-successional (older) conifer forest habitat. Some substitution of acres or units may occur as planning objectives change. Substitutions will be for like units or acres.
- C.1.1.4 Provide the BLM with completed survey reports of all units surveyed (regardless of whether listed species are found). Prepare an inventory of species found in each section, consisting of a minimum of ten of each taxon group: lichens, mosses, liverworts and fungi. For S&M strategy 2 and PB non-vascular plants and any S&M strategy 1 species discovered during the course of surveying, a field site form and fungi description form shall be completed with information describing the location, abundance, habitat, and description of each plant population located. (See Section J for sample forms.) Locations of S&M strategy 1, 2, and PB species shall be marked on project maps.
- C.1.1.5 Item I., Lichen/Bryophyte Surveys - The Contractor shall provide all services necessary to survey for S&M and Special Status lichens and bryophytes, as enumerated in the attached list (See Section J). These surveys will not be concurrent with fungi surveys. Only one visit is required for both lichens and bryophytes. Survey methods will follow the "Survey Protocol for Component 2 Lichen *Pseudocyphellaria rainierensis*, Version 2.0." (See Section J). Generally, lichen and

bryophyte surveys may occur at any time of year, but will be scheduled in early spring (March-May), late summer/fall (August-November) to avoid snow cover, and to avoid conflicts with the vascular plant survey season.

- C.1.2 Location of Project - Surveys shall occur in the Glendale Resource Area of the Medford District. See Section J for unit maps. Not all unit boundaries will be physically identified on the ground. Much of the terrain is steep, has dense vegetation and can be difficult to walk through. Survey units are primarily forested stands that will be harvested.
- C.1.3 Access - Some units and portions of units do not have direct road access. Access on foot may be required. Permission may be needed to cross private lands when attempting to access BLM lands. Names and phone numbers/addresses of these contacts shall be referenced by legal description, and shall be provided by the Contracting Officer's Representative (COR) upon request.
- C.1.4 Prewrite Conference - The Contracting Officer (CO) will arrange a prework conference after the contract is awarded, to ensure a clear understanding of the scope of the contract, documentation requirements, inspection and payment schedules.

## C.2.0 DEFINITIONS

Intuitive controlled level of intensity - survey effort covers a representative cross section of all major features in a unit and is concentrated in areas of probable habitat.

Survey and Manage Species - A list of species identified in the Northwest Forest Plan whose viability may be at risk or few known sites exist.

Protection Buffer Species - A small group of species in addition to Survey and Manage species that require special management consideration.

## C.3.0 CONTRACTOR-FURNISHED PROPERTY AND SERVICES

- C.3.1 The Contractor shall furnish all labor, transportation, supervision, tools, and materials (except those designated as Government-furnished) and incidentals, and perform all work necessary to conduct non-vascular plant surveys in compliance with the terms, specifications, conditions and provisions of this contract.

- C.3.2 Specifically, but not necessarily all inclusive, furnish:

- a. Compass with correct declination set.
- b. Compound microscope and dissecting scope, where necessary for identification.
- c. Wide-lined permanent marking pens for marking flagging in the field.
- d. Hand lens (suggested magnification 10 X).
- e. Reference literature necessary for identification of non-vascular plant species.
- f. Fine-lined permanent marking pens for marking maps and aerials and wide-lined markers for flagging.

- g. Altimeter.
- h. A means of accurately (to 150 feet) obtaining latitude/longitude or UTM coordinates (for example GPS, computer mapping programs or USGS topo maps).
- i. Staple guns or staple hammers.
- j. ½ inch long staples.

#### C.4.0 GOVERNMENT-FURNISHED PROPERTY AND SERVICES

C.4.1 The Government will furnish to the Contractor the following materials, supplies, property or services:

- a. Maps necessary to complete the contract (District road maps and 1:12,000 section topographic maps).
- b. Laminated color copies of aerial photos.
- c. Non-vascular Survey Report, Survey and Manage Fungi Field Site Forms and Fungi Description Forms, Lichen and Bryophyte Field Site Forms.
- d. Flagging for marking populations of non-vascular plants.
- e. Phone numbers and addresses of private landowner contacts, for requesting access permission, if necessary.
- f. List of S&M and PB Species.
- g. Copy of survey protocol for S&M category 2 and PB species.
- h. Plant site signs: yellow/black Tyvek, 4x6 inches, and reading “Plant Site.”

C.4.2 The Contractor shall be liable for all loss or damage of Government-furnished property until completion and final acceptance of work required under this contract. All items will be available from the COR at the Medford District Office, 3040 Biddle Road, Medford, Oregon 97504, during regular business hours (8 - 4:30, Monday through Friday).

#### C.5.0 SPECIFIC TASKS

##### C.5.1 Field Work

C.5.1.1 Field surveys shall generally be conducted between March 15 and June 15 for spring, and October 1 and December 31 for fall surveys depending upon weather conditions meeting protocol. Specific units may be required by the COR to be surveyed before other units due to timing of the projects waiting for survey completion. Each unit shall be visited for fungi three times at 2-3 week (14-21 calendar days) intervals to meet survey protocols. If snow cover or freezing conditions persist (see protocol Inventory Methodology, paragraph C) immediately notify the COR for verification and for a decision to proceed or terminate the survey.

C.5.1.2 The survey methodology utilized shall be intuitively controlled, random transects across the unit. Surveys shall be conducted by walking routes that cover a representative cross section of all major vegetative types and topographic features (e.g., slopes, draws, benches, ridges). Special survey emphasis shall be directed toward known habitat features of S&M species, such as substrate, host species, coarse

- woody debris, large stumps and standing snags. Proposed unit locations without on-the-ground identification shall be surveyed by approximating the unit boundary location from maps and photos.
- C.5.1.3 Surveys shall be for S&M Strategy 2, and Protection Buffer Species as listed in Section J. No survey is required for underground fruiting fungi (hypogeous type fungi). Sighting reports shall be filled out for any S&M Strategy 1 species that may be identified in the course of surveying for S&M Strategy 2 and protection buffer species. Any non-vascular plants that are identified in the course of the surveys shall be documented in the legal section (T-R-S) species lists.
  - C.5.1.4 When S&M strategy 1, 2, and PB species are found, the population location shall be clearly delineated with yellow/black striped flagging. Single plants or a small concentration shall be marked with several strips of flagging. Larger populations shall be double flagged in the center of the population with at least four single flags marking the population boundaries.
  - C.5.1.5 All flagging shall be labeled from the knot down using wide-tipped permanent marking pens (or dark grease pencil in rainy weather) identifying the species found, the population number, the surveyor, the date and site number (i.e., multiple sightings within one unit or proposed project area shall be clearly labeled as #1, 2, 3 etc.). When multiple flagging is hung at a site, the center flag shall contain all required information and additional flags shall be labeled with the species name (or code) and the site number.
  - C.5.1.6 Species Site Forms and Fungi Description Forms shall be completed, with all applicable areas legible and complete, at the site for all S&M 1 or 2 and PB species discovered. The location of the population shall be marked on the topographic map using the four letter species code and the site number. For each site the four letter species code and the site number shall be consistent between the ribbon in the field and the forms to the location plotted on the topo map.
  - C.5.1.7 A voucher specimen of each S&M and PB species shall be collected, labeled, dried and delivered to the COR or PI. At least one specimen per section is required.
  - C.5.1.8 Complete a species list of species within each legal section. Indicate species restricted to special habitat types, which include logs, tree branches, rock outcrops and riparian areas as well as any other habitats that may be found. This list need not be exhaustive. Instead, list a representative set of species to document proficiency in identification of non-vascular plants. This list also functions to document that surveys took place, and will provide additional information for management. Any species identified in the course of surveying for and identifying S&M Strategy 2 and Protection Buffer species shall be recorded. The minimum number of species recorded shall be 10 per section of each taxon group: lichens, liverworts, mosses and fungi. A sample species list is given in section J, showing the format for the electronic copy. List species codes from the Glendale RA species list. If a code is not available, spell the name.

C.5.1.9 Item J., Plant Site Sign Placement

- a. Post “plant site” signs at each population found. Each plant site shall be posted on a tree near the middle of the population. Two signs shall be stapled on small diameter trees (<16" DBH) in opposite directions and four signs shall be stapled on large size trees (>16" DBH) in four opposite directions. Each sign shall be stapled with five ½ inch staples. Staples shall be placed one at each corner, and one in the center of the sign.
- b. The following information shall be marked on the sign that faces the site:
  - 1) Date
  - 2) Name or initials of surveyor
  - 3) Four letter species code and number
  - 4) Bearing to site center
  - 5) Distance to site center

C.5.2 Documentation

C.5.2.1 The Contractor shall make weekly contact with the PI or COR to provide a progress report of units completed and S&M fungi sightings. Submit draft site reports with maps of any S&M species found within 2 weeks of the sighting, to allow inspections in a timely manner.

C.5.2.2 All field work shall be fully documented and complete. Completed survey submissions shall include completed Non-vascular Plant Survey Reports, survey routes for each visit, and section species lists. If any S&M or PB fungi are discovered, a S&M Field Site Form, a Fungi Description Form, and population locations on topo maps are required. A designated time for submissions will be established during the prework meeting.

C.5.2.3 The Contractor shall complete the following for each section within each township and range:

- a. Non-vascular Plant Survey Report with mapped locations of S&M species and approximate survey routes traveled within the units surveyed. Survey routes shall be on a separate map.
- b. A Fungi or Lichen/Bryophyte Site Form for each S&M 1 or 2 and PB species and population discovered. Any individual within 300 feet of another is in the same population. A Fungi Description Form for any specimens collected.
- c. Marked and labeled locations of all populations of S&M 1 or 2 and PB species on the topographic section maps.

- d. Species list of non-vascular plants discovered within a section by habitat type. See sample species list format in Section J. The species list shall be provided in electronic spreadsheet format (diskette), in one file.

C.5.2.4 All final field documentation (survey and site report forms, species lists, maps, aerial photos) for surveys shall be submitted within 30 days of final field surveys.

C.5.2.5 Review all forms and maps before submitting to the COR to ensure that all required forms are properly and completely filled out and all information submitted is legible.

C.5.3 Specimen Collection

C.5.3.1 A voucher specimen of all S&M and PB species per section shall be collected for accurate identification in the lab and permanent documentation in the herbarium. A minimum of one voucher is required per section for each species discovered. Collection shall be made only when the population can withstand a reduction in its numbers. Except in the case of fungi, the minimum number of plants in a community that can withstand a reduction shall be twenty or more. No collection shall be made in populations with less than twenty plants without the authorization of the COR. There is no minimum number of plants in a population for fungi.

C.5.3.2 All fungi collections shall be dried to herbarium standards as described in "Mushrooms Demystified" by David Arora. Fungi, bryophyte and lichen collections shall be labeled with the collector's name, project name and unit number, legal description, species name, site number, and date collected. A Lot Form shall be completed of all voucher specimens included for shipment to OSU mycology lab. Fungi Description Forms shall be attached to each specimen.

## 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 QUALITY ASSURANCE PLAN/INSPECTION

E.1.1 All documentation of completed units shall be submitted to the COR on a timely basis. Any submittals not meeting the requirements of the contract specifications will be returned and shall be re-done.

E.1.2 The COR or PI will field inspect on a randomly selected basis, approximately 10% of the surveyed areas to evaluate the work quality and insure compliance with all contract specifications based on the following:

- a. The unit was surveyed according to protocol and all unique habitat features were surveyed.
- b. No S&M 2 or PB species were overlooked and species lists are representative of the area surveyed.
- c. All appropriate forms were thoroughly and accurately completed.
- d. The correct number of “plant site” signs are installed and located as specified in C.5.1.9.

E.2.0 ACCEPTANCE

E.2.1 Any unit that does not meet the terms of the contract shall be reworked. If the inspection reveals the need for rework, the COR will notify the Contractor immediately in writing. All rework must be completed prior to proceeding to new areas.

E.2.2 All required documentation shall be completed before acceptance.

E.2.3 The Species Site Forms and Fungi Description Forms are legible, with all applicable areas complete, for each S&M 1 or 2 or PB species population discovered.

E.2.4 “Plant site” signs are installed in accordance with the C.5.1.9. All specified information must be included and legible.

E.3.0 PAYMENT

E.3.1.1 Payment by acre will be made for the number of acres completed and accepted at the unit price as stated in each Task Order.

E.3.1.2 Payment by site will be made for the number of sites where “plant site” signs have been installed and accepted at the unit price as stated in each Task Order.

E.3.4 Final payment under the contract will not be made until all Government-furnished property not utilized during performance of the contract has been returned as directed by the COR.

E.3.5 Measurement of Treatment Areas - Survey area acreage is determined from computer-based Geographical Information Systems (GIS).

E.3.6 Remeasurement of Treatment Areas

E.3.6.1 The Contractor may, at any time during the course of the contract, request in writing to the CO remeasurement of any survey area if they feel that the acreage stated in the contract and on the project maps is incorrect.

E.3.6.2 If remeasurement indicates that a variance of 5% or less exists, the Contractor shall pay for the actual cost of the remeasurement. Payment for the treatment area will be based on the acreage stated in the contract.

E.3.6.3 If remeasurement indicates that the actual acreage variance is more than 5% of that shown in the contract, payment for the treatment area will be based on the remeasured acreage. The cost for remeasurement will be incurred by the Government.

## SECTION F - DELIVERIES OR PERFORMANCE - TREE PLANTING

### F.1.0 CONTRACT TIME

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

### F.2.0 PROGRESS PLAN

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

## SECTION G - CONTRACT ADMINISTRATION DATA

### G.1.0 CONTRACTING OFFICER'S REPRESENTATIVE DEFINITION

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

### G.2.0 PROJECT INSPECTOR DEFINITION

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

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

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

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

### G.4.0 NOTICE TO PROCEED

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

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

## SECTION H - SPECIAL CONTRACT REQUIREMENTS

### H.1.0 WORK HOURS

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

### H.2.0 PROSECUTION OF THE WORK

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

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

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

### H.3.0 ENVIRONMENTAL INTERRUPTION OF WORK

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

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

#### H.4.0 PRESERVATION OF HISTORICAL AND ARCHEOLOGICAL RESOURCES

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

#### H.5.0 SUBCONTRACTS

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

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

#### H.6.0 RESTORATION OF RESOURCES

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

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

#### H.7.0 FIRE DANGER SEASON

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

## H.8.0 UNDOCUMENTED WORKERS

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

## SECTION I - CONTRACT CLAUSES (Continued)

### 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 December 15, 2003.

(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 \$10,000, the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.

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

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

(2) Any order for a combination of items in excess of \$500,000.

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

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

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

52.216-22 INDEFINITE QUANTITY (OCT 1995)

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

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

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

(d) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; provided, that the Contractor shall not be required to make any deliveries under this contract after June 15, 2004.

## SECTION J - LIST OF ATTACHMENTS/EXHIBITS

### J - 1 WAGE INFORMATION

CLASSIFICATION AND WAGES OF GOVERNMENT EMPLOYEES

REGISTER OF WAGE DETERMINATIONS UNDER  
THE SERVICE CONTRACT ACT

### J - 2 SAMPLE TASK ORDER

### J - 3 VICINITY MAP

### J - 4 PROJECT UNIT MAPS

Acreage for buffers is identified on project  
maps. See Unit Summaries for unit acreage.

### J - 5 **FORMS**

NON-VASCULAR PLANT SURVEY REPORT  
S&M AND PB FIELD SITE FORMS  
FUNGI DESCRIPTION FORMS

### J - 6 S&M AND PB SPECIES LIST

### J - 7 SAMPLE SPECIES LIST

### J - 8 **SURVEY PROTOCOLS**

**PROTOCOL FOR *BONDARZEWIA MESENERICA***  
*(=B. MONTANA), OTIDIA LEPORINA, O. ONOTICA, O. SMITHII,*  
*POLYOZELLUS MULTIPLEX, SARCOSOMA MEXICANA,*  
*SOWERBYELLA (=ALEURIA) RHENANA, VERSION 1.3*  
**PROTOCOLS FOR PROTECTION BUFFER BRYOPHYTES, VERSION 2.0**  
**PROTOCOL FOR COMPONENT 2 LICHEN *PSEUDOCYPHELLARIA***  
*RAINIERENSIS, VERSION 2.0*

### J-9 Species List (Lichens and Bryophytes)

**SAMPLE TASK ORDER**

To: \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

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

Contract No: \_\_\_\_\_  
 Item Number(s): \_\_\_\_\_  
 Solicitation No: \_\_\_\_\_

Requesting Office: Medford District  
 Task Order No: \_\_\_\_\_  
 Task Order Date: \_\_\_\_\_

ITEM NO.	UNIT	QTY.	UNIT	UNIT PRICE	TOTAL AMOUNT
1	King Wolf Timber Sale (T33S-5W-3 to 23)				
A	Fall Fungi Visit #1	1169	AC	\$0.00	\$0.00
B	Fall Fungi Visit #2	1169	AC	\$0.00	\$0.00
C	Fall Fungi Visit #3	1169	AC	\$0.00	\$0.00
G	Bryophyte Surveys	1169	AC	\$0.00	\$0.00
2	Coyote Pete Timber Sale (T33S-5W-21 to 32)				
A	Fall Fungi Visit #1	707	AC	\$0.00	\$0.00
B	Fall Fungi Visit #2	707	AC	\$0.00	\$0.00
C	Fall Fungi Visit #3	707	AC	\$0.00	\$0.00
G	Bryophyte Surveys	707	AC	\$0.00	\$0.00

PERFORMANCE TIME: 90 Calendar Days  
 ESTIMATED START WORK DATE: October 15, 2000

\*\*\*\*\*  
 Accounting and Appropriation Data:  
 \*\*\*\*\*

\_\_\_\_\_  
 Name and Title of Signer

\_\_\_\_\_  
 Name of Ordering Officer

\_\_\_\_\_  
 Contractor's Signature

\_\_\_\_\_  
 Ordering Officer's Signature

\_\_\_\_\_  
 Date

\_\_\_\_\_  
 Date

UNIT SUMMARY - KING WOLF TIMBER SALE T33S-R5W

UNIT	ACRES
03-1	81
04-2	17
04-3	68
06-1	84
06-2	30
07-1	14
09-1	25
09-2	31
09-3	12
09-4	63
10-1	31
10-2	24
10-3	23
10-4	24
10-5	11
10-6	42
10-7	78
10-8	10
11-1	24
11-2	18
11-3	9
13-1	8
14-2	34
14-4	8
14-5	26
14-6	11
14-7	22
14-8	13
15-1	22
15-2	8
15-3	8
15-4	34
15-5	69
23-1	14
23-2	5
23-3	20
Buffers	148
Total	1169

UNIT SUMMARY - COYOTE PETE TIMBER SALE T33S-R5W

UNIT	ACRES
21-3	9
22-1	30
22-2	10
22-4	133
22-5	6
22-7	13
22-8	10
22-9	12
23-4	20
27-1	34
27-2	9
27-3	24
27-4	29
27-5	13
27-6	55
27-7	7
27-8	28
28-1	17
28-10	3
28-11	10
28-2	3
28-4	11
28-5	5
28-6	4
28-8	28
28-9	8
30-1A	10
30-1B	6
30-1C	8
30-2	14
30-3	13
30-4	12
30-5	9
32-1	10
Buffers	94
Total	707

Survey and Manage Strategy 2 and Protection Buffer Species.

Species requiring surveys before ground-disturbing activities.

Species	S1	S2	PB	Plant Group	Season	Glendale Presence
<i>Aleuria rhenana</i>	x		x	Fungi	Oct-Dec	Suspected
<i>Bondarzewia montana</i>	x	x		Fungi	Aug-Dec	Documented
<i>Otidea leporina</i>			x	Fungi	Aug-Dec	Documented
<i>Otidea onotica</i>			x	Fungi	Aug-Dec	Documented
<i>Otidea smithii</i>	x		x	Fungi	Aug-Dec	
<i>Oxyporus nobilissimus</i>	x	x		Fungi	Any	
<i>Polyozellus multiplex</i>	x		x	Fungi	Jun-Nov	
<i>Sarcosoma mexicana</i>			x	Fungi	Apr-May	Documented
<i>Hypogymnia duplicata</i>	x	x		Lichens	Any	
<i>Lobaria linita</i>	x	x		Lichens	Any	Suspected
<i>Platismatia lacunosa</i>				Lichens	Any	Suspected
<i>Pseudocyphellaria rainierensis</i>	x	x		Lichens	Any	Suspected
<i>Diplophyllum plicatum</i>	x	x		Liverworts	Any	
<i>Kurzia makinoana</i>	x	x		Liverworts	Any	Suspected
<i>Marsupella emarginata var. aquatica</i>	x	x		Liverworts	Any	
<i>Ptilidium californicum</i>	x	x	x	Liverworts	Any	Documented
<i>Tritomaria exsectiformis</i>	x	x		Liverworts	Any	
<i>Brotherella roellii</i>	x		x	Mosses	Any	
<i>Buxbaumia viridis</i>			x	Mosses	Any	Documented
<i>Rhizomnium nudum</i>			x	Mosses	Any	Suspected
<i>Schistostega pennata</i>			x	Mosses	Any	Suspected
<i>Tetraphis geniculata</i>	x		x	Mosses	Any	Suspected
<i>Ulota megalospora</i>			x	Mosses	Any	Documented

S1 = Strategy 1, S2 = Strategy 2, PB = Protection Buffer.

## Sample Species List

Format for the electronic copy in text-and-tabs file type (.txt), or Quattro Pro.

<b>Project</b>	<b>Section</b>	<b>Species</b>	<b>Habitat</b>
King Wolf TS	32S-8W-16	ALIM	Conifer branches
King Wolf TS	32S-8W-16	Ama smi	
King Wolf TS	32S-8W-16	ATSE3	
King Wolf TS	32S-8W-16	BUPI	Down Logs
King Wolf TS	32S-8W-16	BUVI2	Down Logs
King Wolf TS	32S-8W-16	Can cib	
King Wolf TS	32S-8W-16	Cla ave	Riparian
King Wolf TS	32S-8W-16	Cor alb	
King Wolf TS	32S-8W-16	DEAB	
King Wolf TS	32S-8W-16	Gue alp	Riparian
King Wolf TS	32S-8W-16	HYCI70	
King Wolf TS	32S-8W-16	Ino mac	
King Wolf TS	32S-8W-16	KIOR	
King Wolf TS	32S-8W-16	Lac ame	
King Wolf TS	32S-8W-16	Lac vin	
King Wolf TS	32S-8W-16	LEAC8	Rock outcrops
King Wolf TS	32S-8W-16	Len bet	
King Wolf TS	32S-8W-16	LOPU60	Oak branches
King Wolf TS	32S-8W-16	Myc epi	
King Wolf TS	32S-8W-16	NEDO70	
King Wolf TS	32S-8W-16	Pha sch	
King Wolf TS	32S-8W-16	PLGL60	Conifer trunks
King Wolf TS	32S-8W-16	PLHE60	
King Wolf TS	32S-8W-16	PLST6	
King Wolf TS	32S-8W-16	Por nav	
King Wolf TS	32S-8W-16	PSAN61	
King Wolf TS	32S-8W-16	Pse gel	
King Wolf TS	32S-8W-16	PTCR70	
King Wolf TS	32S-8W-16	SPGL60	
King Wolf TS	32S-8W-18	Cor alb	
King Wolf TS	32S-8W-18	DEAB	
King Wolf TS	32S-8W-18	Gue alp	Riparian
King Wolf TS	32S-8W-18	HYCI70	
King Wolf TS	32S-8W-18	Ino mac	
King Wolf TS	32S-8W-18	KIOR	
King Wolf TS	32S-8W-18	Lac ame	
King Wolf TS	32S-8W-18	Lac vin	
King Wolf TS	32S-8W-18	LEAC8	Rock outcrops
King Wolf TS	32S-8W-18	Len bet	
King Wolf TS	32S-8W-18	LOPU60	
King Wolf TS	32S-8W-18	Myc epi	
King Wolf TS	32S-8W-18	NEDO70	
King Wolf TS	32S-8W-18	Pha sch	
King Wolf TS	32S-8W-18	PLGL60	

**Bureau of Land Management Medford District  
Special Status<sup>1</sup> and S&M<sup>2</sup> Lichens and Bryophytes 2001**

<b>Code</b>	<b>Species Name</b>	<b>Lifeform</b>	<b>Status Code</b>	<b>Survey and Manage Status</b>
BRT02	<i>Bryoria tortuosa</i>	Lichen	SM	A & D
LOLI60	<i>Lobaria linita</i>	Lichen	BAO	A
PLLA6	<i>Platismatia lacunosa</i>	Lichen	SM	C
PSRA3	<i>Pseudocyphellaria rainierensis</i>	Lichen	SM	A
RATH2	<i>Ramalina thrausta</i>	Lichen	SM	A
SUBA	<i>Sulcaria badia</i>	Lichen	BSO	
USLO50	<i>Usnea longissima</i>	Lichen	SM	A
SPHI3	<i>Sphaerocarpos hians</i>	Liverwort	BSO	
CRLA10	<i>Crumia latifolia</i>	Moss	BAO	
ENBRC	<i>Encalypta brevicolla var. crumiana</i>	Moss	BSO	B
FUMU	<i>Funaria muhlenbergii</i>	Moss	BAO	
PSSE2	<i>Pseudoleskeella serpentinense</i>	Moss	BSO	
TRLE6	<i>Tripterocladium leucocladulum</i>	Moss	BAO	

**Bureau Tracking<sup>3</sup> and Medford Watch<sup>4</sup> and S&M Species<sup>5</sup>**

<b>Code</b>	<b>Species Name</b>	<b>Lifeform</b>	<b>Status Code</b>	<b>Survey and Manage Status</b>
BRSU6	<i>Bryoria subcana</i>	Lichen	BTO	B
BUOI	<i>Buellia oidalea</i>	Lichen	BTO	E
LEPR9	<i>Lecanora pringlei</i>	Lichen	BTO	
PARU5	<i>Pannaria rubiginosa</i>	Lichen	BTO	
PEEU3	<i>Petula euploca</i>	Lichen	BTO	
USHE	<i>Usnea hesperina</i>	Lichen	BTO	B
ANFI60	<i>Anomobryum filiforme</i>	Moss	BTO	
BUAP	<i>Buxbaumia aphylla</i>	Moss	BTO	
EUVE	<i>Eucladium verticillatum</i>	Moss	MW	
FIGR	<i>Fissidens grandifrons</i>	Moss	BTO	
FIPA60	<i>Fissidens pauperculus</i>	Moss	BTO	
GRAN3	<i>Grimmia anomala</i>	Moss	BTO	
HEST60	<i>Hedwigia stellata</i>	Moss	BTO	
OREU60	<i>Orthotrichum euryphyllum</i>	Moss	BTO	
SCMA60	<i>Scouleria marginata</i>	Moss	BTO	
TOMU60	<i>Tortula mucronifolia</i>	Moss	BTO	
TOSU2	<i>Tortula subulata</i>	Moss	BTO	

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<sup>1</sup> FE - Fed. Endangered, FT-Fed. Threatened, FP-Fed. Proposed, SEO-State Endangered Oregon, STO-State Threatened Oregon,

BSO-Bureau Sensitive Oregon, BAO-Bureau Assessment Oregon, SM - Survey and Manage

<sup>2</sup> Survey and Manage category A or C

<sup>3</sup> BTO-Bureau Tracking

<sup>4</sup> MW-Medford Watch Species

<sup>5</sup> Survey and Manage Category B D E F

